



**PEST MANAGEMENT
BID No. 2526-02**

Contact:

**Thomas Connolly, Supervisor, Purchasing
(949) 234-9448
tjconnolly@capousd.org**

Bid Deadline:

**Tuesday, September 16, 2025, 10:00 AM
Capistrano Unified School District
Education Center, Main Lobby
33122 Valle Road
San Juan Capistrano, CA 92675**

**CAPISTRANO UNIFIED SCHOOL DISTRICT
Purchasing Department
33122 Valle Road, San Juan Capistrano, CA 92675**

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* **Must be completed with bid – no exceptions**

** Will be executed by successful bidder after award of bid, but before contract

Notice Inviting Bids

CAPISTRANO UNIFIED SCHOOL DISTRICT

NOTICE IS HEREBY GIVEN that Capistrano Unified School District, acting by and through its Governing Board, hereinafter referred to as "District" will receive prior to **10:00 AM on the 16th day of September, 2025** sealed bids for the award of a contract for the following:

Bid No. 2526-02 Pest Management

All bids shall be made and presented only on the forms presented by the District. Bids shall be received in the Office of Purchasing Department at the District Education Center at ***33122 Valle Rd., San Juan Capistrano, California 92675*** at the above stated time and place. Any bids received after the time specified above or after any extensions due to material changes shall be returned unopened to the non-responsive bidder. District's records shall be presumptive evidence of receipt.

Miscellaneous Information

Bids shall be received in the place identified above and shall be opened and publicly read aloud at the above-stated time and place. No bidder may withdraw any bid for a period of 60 (sixty) calendar days after the date set for the opening of bids. During this time, all Bidders shall guarantee prices quoted in their respective Bids.

To receive the official bid documents and addenda you must register on the District's website:
<https://www.capousd.org/subsites/Purchasing/>. **Click on Doing Business-Active Procurements.**

Bid Security. Each Bid shall be accompanied by Bid Security in an amount of ONE HUNDRED DOLLARS (\$100.00), payable to the District as a guarantee that the bidder, if its proposal is accepted, shall promptly execute the Agreement form. Failure of any Bid to be accompanied by Bid Security in the form and in the amount required shall render such Bid to be non-responsive and rejected by the District.

Inquiries and Clarifications. This document is for informational purposes and shall not relieve the Bidder of the requirements to fully become familiarized with all the factors affecting the Bid. The Bidder is advised that all inquiries and clarifications about the bid documents, specifications, etc., shall be submitted to District in writing no later than **Tuesday, September 9, 10:00 AM**. District will respond via written addendum. Any requests made after such date shall not be responded to. Verbal communication by either party with regard to this matter is invalid. Inquiries shall be made in writing **to all persons** listed below:

Thomas Connolly, Supervisor, Purchasing at tjconnolly@capousd.org,
Gerardo Manjarrez Mata, Manager II, Maintenance & Operations at gemanjarrezmata@capousd.org, and
Francisco Torres Castaneda, Supervisor, Maintenance & Operations at ftorrescastaneda@capousd.org.

Each bid must strictly conform with and be responsive to the Contract Documents.

Waiver of Irregularities. District reserves the right to reject any or all Bids or to waive any irregularities or informalities in any Bid or in the bidding.

Award of Contract. The Contract for the Work, if awarded, will be by action of District's Board of Trustees to the lowest responsive, responsible Bidder submitting the lowest aggregate annual cost.

Bid Overview

Capistrano Unified School District ("CUSD," "District," or "Owner"), acting by and through its Governing Board, is seeking competitive bids for Pest Management from qualified and experienced pest management businesses who are duly certified, registered and licensed in the State of California to render quality Pest Management in order to provide a prevention, management strategies, routine maintenance for a pest free environment.

CUSD, located in Orange County, in the State of California serves a student population numbering more than 40,000 students. Currently CUSD has 64 campuses. Most school sites include a cafeteria and surrounding grounds, some of artificial turf covering. In addition, there are administrative sites, which include CUSD District Office, Warehouse/Graphic Arts, Maintenance & Operations, and Food & Nutrition Services.

The points of contact for this bid are: Thomas Connolly, Supervisor, Purchasing, Gerardo Manjarrez Mata, Manager II, Maintenance & Operations, and Francisco Torres Castaneda, Supervisor, Maintenance & Operations. Bids are due by 10:00 AM (Pacific Time) on Tuesday, September 16, at: Capistrano Unified School District, Attn: Thomas Connolly, 33122 Valle Road, San Juan Capistrano, CA 92675. Respondents are required to submit one (1) sealed original of the bid to CUSD. The envelope must be clearly labeled and include the: Contractor Name, Address, Phone number, as well as the Bid Number.

Terms and Conditions

A. Reference to Negotiation

A bid to any specific requirement of the Bid with terms such as "negotiable," "will negotiate," or similar, will be considered non-responsive to that specific item and may render the entire bid non-responsive and subject to rejection.

B. District Conduct of Job-walk/Conference

Regardless of whether the Job Walk is or is not designated as being mandatory, CUSD may, in its sole and exclusive discretion, elect to conduct one or more Job Walks, in which event CUSD shall issue a notification.

C. Use of District Documents

Bids must be submitted on forms or in the format provided by CUSD. No alteration to CUSD forms will be permitted, including substitutions, additions, deletions or interlineations without the written consent of CUSD, which may be given or withheld in its sole and absolute discretion. Reproduction of CUSD documents is permitted, so long as reproduced copies are exactly identical in size, format and content as the forms prepared by CUSD. Any bid submitted in altered form may result in rejection of such bid at the option of CUSD.

D. Inspection of Documents

1. Each Contractor receiving forms prepared by CUSD is responsible for inspection of District documents for missing or illegible pages or other indications of incomplete information provided to the Contractor.
2. The failure or neglect of any Contractor to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve any Contractor from obligations with respect to his or her bid. The submission of a bid shall be taken as prima facie evidence of compliance with this section.
3. Receipt of addenda to the bid documents by a Contractor must be acknowledged on the bid before the time bids are due.

E. Bid Bond

Bid Security shall be in the form of: (a) a certified or cashier's check made payable to CUSD or (b) a Bid Bond, in the form and content attached hereto, in favor of CUSD executed by the Bidder as a principal and a California Admitted Surety Insurer under Code of Civil Procedure §§995.120 and 995.311 as surety (the "Bid Security") in an amount ONE HUNDRED DOLLARS (\$100.00) Any Bid submitted without the required Bid Security is non-responsive and will be rejected.

F. Forfeiture of Bid Security.

If the Bidder awarded the Contract fails or refuses to execute the Agreement within seven (7) days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded, CUSD may declare the Bidder's Bid Security forfeited as damages caused by the failure of the Bidder to enter into the Contract and may thereupon award the Contract for the Work the next responsible Bidder or may call for new bid bids, in CUSD's sole and exclusive discretion.

G. Contract Term and Renewals

1. Minimum contract term is from November 1, 2025, through June 30, 2026, and quoted prices must stay in effect after award of bid. Thereafter, the contract may be extended upon mutual consent of CUSD and Bidder for additional one-year increments, not exceeding a total term of five years, in accordance with provisions contained in the Education Code Section 17596.
2. Bidder is required to submit, in writing before April 30th, a request to renew subject to the terms of this bid.
3. Price increases may be considered during Contract renewal periods. Price increases may be negotiated subject to existing local market conditions and as in the Consumer Price Index Urban for the Orange County region, but may never exceed three percent (3%) in any contract year. In the event of a general price decrease CUSD reserves the right to revoke specific bid awards unless the decrease is passed on to CUSD.

H. Scope of Work and Requirements

The Successful Bidder shall furnish all supervision, labor, materials and equipment necessary to accomplish all aspects of this contract, including the surveillance, monitoring, trapping, pesticide application and pest removal components. Basic services are to include:

- A detailed electronic monthly inspection report for each site.
- A centralized log book created and kept at Maintenance & Operations (M&O) of all applicable chemicals which may be used during the IPM process.
- A walk-through inspection of cafeterias, work rooms, mechanical rooms, electrical rooms, dining areas, classrooms, corridors, hallways, office areas, recreation rooms, storage rooms, restrooms, boiler rooms, and building exteriors including natural turf fields.
- Based on the monthly inspection results, apply necessary pest control means by placing bait stations, sticky traps, and recommendations for necessary facility alterations or repairs consistent with all applicable state and local regulations, including CUSD's adopted IPM program and any subsequent revisions.
- Monitor the pest control methods and track them by records in a log book placed at the site.
- Provide monthly sanitation report(s) that directs CUSD of areas needing attention on site.
- Qualified and licensed personnel will do all inspections, treatments, and monitoring.
- Should monitoring and inspection reveal a need to apply a pesticide, a "Notice of Intent for Pesticide Application" will be submitted to the M&O department for consideration. This notice will indicate the specific area to be treated, pest(s) to be controlled, and approve or not approve an application based on available information.
- Should CUSD personnel identify a problem at a time period between monthly inspections, contractor shall provide personnel to conduct an emergency visit (within 6 hours of notification or not longer than the following morning) to inspect and advise CUSD of the problem.
- Should it be necessary to apply products for pest control, all applications will be done when students are not present, after all school activities have ended or during the weekend, when feasible.
- Should it be deemed necessary to apply a pesticide, the IPM Coordinator for CUSD MUST approve all applications prior to time of treatment.
- Dead Animal Carcass removal - Contractor will investigate, remove, and dispose of any dead animal carcass, including but not limited to: in, under or around buildings, attics, sheds, storage containers, etc. as requested within 24 hours of initial notification.
- Monthly visits for prevention of rodent and pest infestations.
- Monthly written communication, preferably by electronic mail to the Director of Food & Nutrition Services and Director of M&O, or their respective designees, summarizing findings of site inspections and treatments.
- Insecticides, rodenticides, and pesticides knowledge and appropriate application.
- Spray treatment for interior and exterior of building as necessary.
- On-call for emergency or follow-up visits for correction of rodent and pest problems with a 2-hour response time.

- Glue boards knowledge and appropriate application.
- Lo-line rotation
- Fly boards
- A program binder for each kitchen is to be kept current at the sites and include SDS and labels, contact information, and records indicating the monitoring of the site. Monthly site monitor reports are also to be sent to the Director of Food & Nutrition Services via e-mail at klhilleman@capousd.org or alternative electronic form.
- Completed work order for kitchen area must have cafeteria manager's signature.
- Site Visit must be completed between the hours of 6:00 AM to 10:00 AM
- Compliance with CUSD guidelines of the Health Schools Act of 2015 and any subsequent revisions.

Pest may include but are not limited to: cockroaches, ants, rats, mice, fleas, flies, moths, raccoon, skunks, possums, squirrels, gophers, moles, bees, wasps.

The successful Bidder shall provide complete services schedules for each building or site, including frequency of visits, specific day(s) of the week of visits, specific day(s) of the week of visits and approximation duration of each visit. The frequency shall be based upon pest problems and shall be approved by the Director of M & O, or designee.

1. Uniforms

All Contractor's personnel shall be dressed in clean and standardized uniforms. All Contractor's personnel shall wear identification badge at all times as furnished/issued by the Contractor.

2. Trucks/Vehicles

It is clearly understood and agreed that the Bidder shall be held liable for any damage caused by the Bidder's drivers to property owned by CUSD, and further agrees to notify M & O in writing no later than 24-hours upon the incident occurring.

Any vehicle operated by the Contractor or their subcontractor shall be maintained in accordance with the California Highway Patrol (CHP) regulations. Any vehicle that develops a leak while on CUSD premises shall not enter CUSD property until repaired. The Contractor is responsible to have all oil residue and stains which results from leaking vehicles removed from CUSD property immediately and the affected area made safe, without cost to CUSD.

Contractor's representatives driving vehicle on CUSD grounds shall use extreme caution at all times - maximum speed is 5 M.P.H.

3. New Locations.

If at any time during the contract period CUSD requires additional services at an existing location or requires services to begin at a new location not listed herein, the Bidder shall furnish the required services upon written notice by CUSD. Costs of such additional or new services shall be at the rates set forth in the contract and an amendment to incorporate the new location will be submitted for signature. CUSD reserves the right to decrease the number of locations to be serviced upon 30 days' written notification. Electronic delivery will be sufficient.

4. Exclusions.

The Successful Bidder is required to carry out minor structural pest prevention modifications of services with prior written approval from Francisco Torres Casteneda, Supervisor, M&O, such as caulking, as part of the pest management effort or as deemed necessary by the Director of Maintenance & Operations.

5. Emergency Services.

Emergency services may be requested verbally or in writing by the Director of M & O, when the health and safety of the students and employees may be imminently threatened by any pest. The Bidder shall respond to these exceptional circumstances and initiate the necessary work within one (1) working day after receipt

of the request. In the event services cannot be completed in one (1) working day, the Bidder shall immediately notify Francisco Castaneda, Supervisor of M & O, and specify anticipated completion date and time.

6. Use of Pesticides.

Bidder shall be responsible for application of pesticides according to all label restrictions and instructions. All pesticides used by the Bidder must be registered with the State of California Environmental Protection Agency Department of Pesticide Regulation. Transport, handling, storage, use, and disposal of all pesticides shall be in strict accordance with the pesticide product label and all applicable state, county, and applicable local laws and regulations.

7. Rodent Management

- a) Indoor Trapping and Management. Rodent management inside occupied buildings shall be accomplished with trapping devices only. The Bidder shall be responsible for checking and disposing of all trapped rodents in a timely manner and in accordance with all applicable local, state, and federal requirements.
- b) Use of Bait Boxes. Servicing of bait boxes shall depend upon the level of rodent infestation and the needs of CUSD. All bait boxes shall be maintained in accordance with EPA regulations. The Bidder shall adhere to the following points:
 - All bait boxes shall be placed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations.
 - The lids of all bait boxes shall be securely locked or fastened shut.
 - All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other immovable surface so that the box cannot be picked up or moved.
 - Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
 - All bait boxes shall be labeled on the outside with Bidder's business name, phone number, date, bait material, bait EPA registration number, and the statement "DO NOT TAMPER WITH THIS PEST MANAGEMENT DEVICE," at the time of installation. The labels shall be checked for readability at each servicing and the date of the most recent servicing shall be written onto the label.

8. Insect Management

- a) Emphasis on Non-Pesticide Methods. Bidder must use non-pesticide methods of pest management wherever possible. Examples:
Portable vacuums, rather than pesticide sprays, shall be used for initial clean-outs of cockroach infestations, for swarming insects (ants, termites, and others) and for management of spiders in webs whenever appropriate.
Trapping devices, rather than pesticide sprays, shall be used for fly management wherever appropriate.
Other non-pesticide methods, as needed.
- b) Application of Insecticides. Insecticide bait formulations shall be used to manage cockroaches, ants, and other similar insects, and will be used whenever possible.
- c) Cracks and Crevice Treatments. When bait formulations are not effective, the Bidder will, as a general rule, apply all insecticides as crack and crevice treatments, define in this agreement as treatments in which the formulated insecticide is not visible to a bystander during or after the application process. After all crack and crevice treatments the Bidder will seal cracks and crevices with caulk or other products approved by the Director of Maintenance & Operations, or designee. This will be considered part of routine pest management.
- d) Monitoring. Visual identification, sticky traps or other devices shall be used to guide and evaluate indoor insect management efforts.
- e) Employees. All Bidder employees must be acceptable to CUSD and wear distinctive uniforms. Dissatisfaction with the work or the actions of any employee of the Bidder performing work under this contract shall be sufficient cause for removal of said employee from the work or for cancellation of the contract.

Each driver employed by the Bidder shall have in his/her possession while driving on CUSD property, a valid Class California Driver's license.

Bidder's employee shall carry a visible form of identification at all times while on District grounds (I.D. badge and shirt with company logo) and must wear personal protective equipment required by regulation.

9. Permits/Licenses

Permits and licenses necessary for execution of work shall be secured and paid for by Bidder. The Bidder will secure and pay for all necessary licenses fees, permits, taxes and fees which are legally required by city, county, state and federal governments or agencies for the performance of said services. Specifically, the Bidder shall observe and comply with the Department of Health Services, CAL/OSHA, South Coast Air Quality Management District, California Department of Pesticide Regulation, State and Federal Environmental Regulations, Fire Codes and other applicable laws, ordinances and regulations. The Bidder shall provide copies of all permits, licenses and certificates to CUSD. Licenses and certification must be maintained throughout this agreement.

Successful Bidder shall have a Structural Pest Control Operators License, pursuant to State of California, Business and Professions Code, Section 8610. License must be maintained in good order and standing throughout the term of this agreement.

10. Safety and SDS

The greatest care shall be exercised in guarding the safety of children and District staff. In conformance with SB198, Contractor shall have a documented Accident, Illness and Prevention Program. Additionally, the Contractor's Safety and Health Program shall reference Federal OSHA standards and any other rules, regulations or standards applicable to its activities in the state. Contractor is responsible to execute all pest control activities in strict conformance with this program. Please include one copy of the above referenced program with your bid.

Bidder shall be responsible for maintaining pest management records for all activities specified in this Bid. Records shall include labels and SDS for all pesticide products and other chemicals used in buildings, brand names and description of all pest management devices and equipment used in buildings within the service schedules.

Also, successful Bidder shall keep any records required by law. Copies of all records required by shall be provided to the Director of Food & Nutrition Services, Director of Maintenance & Operations, and Executive Director of Contracts & Purchasing, upon request.

11. Crews

Contractor must have at least two large school district clients (former or current), with comparable ADA student population and number of facilities as CUSD. Crews assigned by the Contractor for performance under the agreement shall be licensed as required by law, have a working knowledge of the Orange County street and freeway systems and bonded/insured/licensed on the Contractor. All such personnel shall be furnished identification by the Contractor. While on District property they shall follow directions of CUSD representative especially with regard to safety requirements and delivery instructions.

12. Log Books

The Contractor shall be responsible for maintaining a complete and accurate Pest Management Log Book at each site facility and kitchen facility that is serviced under this contract. The Log Book will be updated at each visit by the Contractor. If the facility does not have a Log Book, Contractor is responsible for providing one.

The Log Book shall contain a minimum of the following items:

- a. A copy of the IPM plan and/or service schedule for the facility
- b. A copy of each license, certification, or proof of insurance required.
- c. A list of pesticides used and Material Safety Data Sheets (SDS).
- d. A pest sighting log where new work orders are updated.

- e. The location of all traps and bait stations on the premises, preferably in map format.
 - f. Copies of all service report forms for the facility.
13. The Healthy School Act
The Bidder will coordinate with the Director of Maintenance & Operations, or designee, any required notifications, posting, and recordkeeping for pesticides used on District facilities. Please visit the following website: <https://www.capousd.org/Departments/Business--and-Support-Services/Maintenance-and-Operations/index.html>.
Per State of California, Health and Safety Code 114254 - 114254.3, only those insecticides, rodenticides, and other pesticides that are necessary and specifically approved for use in a food facility may be used. The use shall be in accordance with the manufacturer's instructions. A master copy of the labels and material safety data sheets on all materials is to be provided to the Director of the Food & Nutrition Services department. A program binder for each kitchen is to be kept current at the sites and include SDS and labels, contact information, and records indicating the monitoring of the site.
14. Performance
If the Bidder fails to perform the basic services CUSD RESERVES THE RIGHT TO DEDUCT THE FEE FROM MONTHLY INVOICES.
A performance review will be conducted on an annual basis with the Director of Food & Nutrition Services, Director of Maintenance & Operations, and Executive Director of Contracts & Purchasing. If in the opinion of CUSD, the Contractor fails to perform satisfactorily or fails to furnish safe and satisfactory services, or otherwise fails to comply with the terms of this contract, CUSD may without further notice or demand, make arrangements for the work, or any part thereof, performed elsewhere, hold the Contractor responsible and liable for damage(s) which may be sustained by CUSD thereby or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract.
CUSD may cancel this contract at any time with thirty (30)-day written notice to the Contractor.

J. Bid Form

In addition to returning the mandatory forms the Contractor should also submit one (1) physical sealed original of the bid:

- Bid Form/Fee Schedule (Exhibit A)
- Bid Acknowledgement Form
- Include one fee schedule for school site facilities and a separate fee schedule for school site cafeterias. Include in fee schedules the following but not limited to:
 - Basic monthly services per school site and cafeterias
 - Trouble call for pest and rodent control and rush service
 - Rodent control baiting stations
 - Ant control
 - Cockroach control
 - Stinging insect control
 - Bird trapping and netting
 - Animal trapping
- Mandatory Forms (Certificates and Certification Documents)
 - Non-Collusion Statement
 - Worker's Compensation Certification
 - Drug-Free Workplace Certification
 - Tobacco Use Policy Certification
 - Lead-Based Materials Certification
 - Imported Materials Certification

- Criminal Background Investigation/Fingerprint Certification
- Bid Bond or Bid Security
- Chemicals and Pest Control Methods Used
- Written Narrative - Approach to pest management, maintenance, prevention, technology and the formulation of long term solutions and use of chemicals, including methods, and procedures to be used for identifying sites of pest harborage and population levels.
- Experience and References– at least 2 current or former public or private educational institutions of similar ADA student population and facility size as CUSD
- Sample invoice

K. Evaluation and Award of Contract

The award of a contract, if made by CUSD, will be based on lowest responsive, responsible bidder, evaluated by the lowest annual aggregate amount.

1. Evaluation Criteria: Written bids will be initially screened for completeness. Bids that are not materially complete, in CUSD's discretion, will not be deemed "non-responsive".
2. The remaining bids will be evaluated using the lowest bid, evaluated by the lowest annual aggregate.

L. Rejection of Bid and Waiver of Irregularities

CUSD reserves the right to reject any or all bids and to waive any immaterial irregularities in the bid process or any bid. The right is reserved, as the interests of CUSD may require, revise, or amend the bid documents prior to the date set for opening bids. Such revisions and amendments, if any, will be conveyed by written addendum or addenda to this Bid. If the revisions and amendments are of a nature which require material changes in quantities or prices proposed or both, the date set for the opening of the bids may be postponed by such number of days as in the opinion of CUSD will enable Contractors to revise their bids to account for such changes. In such cases, the addendum will include an announcement of the new date for opening bids.

M. Erasures or Corrections to Entries

The bid documents submitted must not contain any erasures, strikeouts or other corrections of entries that impair accurate interpretation of the entry and/or understanding of the bid. If correction of an unintended entry is desired such correction must be clear and legible and clearly authenticated by initials of the person signing the bid. Unclear or unauthenticated corrections may result in rejection of the bid at the option of CUSD.

N. Withdrawal or Amendment of Submitted Bid

1. Any bid that has been submitted may be withdrawn prior to the scheduled time for opening of bids. A request to withdraw a bid must be in writing and received by CUSD prior to the scheduled time for opening of bids.
2. No Contractor may submit more than one bid.
3. After the scheduled time for opening of bids, these bids may not be withdrawn for ninety (90) days.

O. Obtaining Information

1. Outside sources. CUSD reserves the right to obtain from any and all information sources concerning a Contractor which CUSD deems pertinent to this Bid and to consider such information in evaluating the Contractor's bid.
2. Inspections. Upon reasonable notice to the Contractor, CUSD reserves the right to make on-site inspections of the Contractor's installations and any proposed permitted assignee's facilities which CUSD deems pertinent and necessary to evaluate the Contractor's bid and to consider any information received from such inspection in evaluating the Contractor's bid.

P. Bid Costs

CUSD shall not be liable for any cost incurred by a Contractor in the preparation or delivery of its response to the Bid or for any other costs incurred because of this Bid.

Q. Bid Disclosure

1. All bids received will be deemed public records. In the event that a Contractor desires to have portions of its bid remain confidential, it is incumbent upon the Contractor to identify those portions in its transmittal letter deposited with the bid package. The transmittal letter must identify the page, the particular exemption(s) from disclosure and the contended justification for exemption upon which it is making its claim. Each page, or part thereof, claimed to be confidential must be clearly identified by the word "confidential" printed on the lower right hand corner of the page.
2. CUSD will consider a Contractor's request(s) for confidentiality; however, CUSD will not be bound by the assertion that a page contains confidential material. An assertion by a Contractor that an entire volume of its bid is confidential will not be honored. CUSD reserves the right to disclose all information in the bid, even if the Contractor requests that it remain confidential, if CUSD determines that disclosure is not prohibited by law or court order.
3. Until a contract resulting from this Bid is executed, no employee, agent or representative of any Contractor shall make available or discuss its bid with the press, any elected or appointed official or officer of CUSD, or any employee, agent, or other representative of CUSD, unless specifically allowed to do so in the Bid or in writing by CUSD for the purposes of clarification and evaluation.

R. Confidentiality

Contractors shall not issue any news release(s) or make any statement to the news media pertaining to this Bid or any bid and/or contract or work resulting therefrom without the prior written approval of CUSD which may be given or withheld in its sole and absolute discretion and then only in cooperation with CUSD.

S. Signatures

All bids must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.

T. Cancellation for Insufficient or Non-Appropriated Funds

The Contractor hereby agrees and acknowledges that monies utilized by CUSD to purchase the services listed in this bid are public money appropriated by the State of California, the Federal Government, or acquired by CUSD from similar public sources and is subject to variation. CUSD fully reserves the right to cancel this bid at any time and/or to limit quantities of items due to non-availability or non- appropriation of sufficient funds.

U. Payment Terms

Cash discounts of twenty (20) days or more are acceptable. Cash discounts of less than 20 days are not acceptable and will be considered as net 30 days. Net payments are normally paid within 30 days. CUSD payment terms are Net 30, from the date our Accounting department receives the invoice.

V. Contractor's Liability Insurance - Insurance Requirements

Before the commencement of the Work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California with a financial rating of at least an A-VIII status as rated in the most recent edition of Best's Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the Owner from claims set forth below, which may arise out of or result from the Contractor's Work under the Contract and for which the Contractor may be legally liable, whether such

Work are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Any required insurance shall not contain any exclusion that applies to the type of work performed by the Contractor under the Contract Documents.

- a. Claims for damages because of bodily injury, sickness, disease, or death of any person Owner would require indemnification and coverage for employee claim;
- b. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
- c. Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
- d. Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;
- e. Claims involving contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
- f. Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
- g. Claims involving sudden or accidental discharge of contaminants or pollutants.

1. Specific Insurance Requirements

- a. The Contractor shall provide and maintain the following insurance coverage amounts, naming the Capistrano School District as Additional Insured by Endorsement, as set forth below:

Workers Compensation Insurance

In accordance with limits established by law.

Employers Liability Insurance: Commercial General Liability Insurance \$1,000,000

Per Occurrence \$2,000,000

Aggregate \$5,000,000

Automobile Liability Insurance \$1,000,000

- b. A minimum 30 day notice of cancellation is required.

- c. The Contractor cannot commence without such proof of insurance. If CUSD is damaged by failure of the Contractor to maintain such insurance, it may recover as stipulated elsewhere in the Contract Documents for recovery of damages. District may insure its own interest if Contractor fails to effect or maintain insurance.

2. Insurance Covering Special Hazards

The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

(a)Automotive and truck where operated in amounts	\$1,000,000.00
(b)Material Hoist where used in amounts	\$1,000,000.00
(c)Explosion, Collapse and Underground (XCU coverage)	\$1,000,000.00
(d)Hazardous Materials	\$1,000,000.00

In addition, provide Excess Liability Insurance coverage in the amount of Four Million Dollars (\$4,000,000.00)

3. Additional Insured Endorsement Requirements

The Contractor shall name Capistrano Unified School District as additional insured. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the Owner in its sole discretion, and

must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor must be designated in the policy as primary to any insurance obtained by CUSD.

W. General Requirements

1. All Contractors are required to comply with Labor Code Section 3700. This section mandates that employers in the State must have Worker's Compensation Insurance that covers every employee. The Worker's Compensation Certificate included in this bid must be completed and returned with the submittal.
2. All Contractors must comply with California Education Code sections 45122 through 45125.5. Every employee who will work at any site within CUSD must be fingerprinted by a law enforcement agency and pass a criminal background check conducted by the DOJ. CUSD has provided a certificate of understanding that must be returned with this bid submittal.
3. Antidiscrimination: It is the policy of CUSD that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.. All Bidders agree to comply with CUSD's anti-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§12940 et seq. and California Labor Code §1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.
4. Compliance with Immigration Reform and Control Act of 1986. The Bidder is solely and exclusively responsible for employment of individuals for the Work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101 et seq. ("IRCA"); the successful Bidder shall also require that any person or entity employing labor in connection with any of the Work of the Contract shall so similarly comply with the IRCA.

X. Hold Harmless

The successful Contractor agrees to defend and hold harmless CUSD, its Governing Board, officers, directors, agents, employees, and independent contractors, individually and collectively, from and against all costs, expenses, losses, claims, demands, suits actions, payments, judgments (including legal and attorney fees), or other liabilities of any nature, arising from death, personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above-named persons that (a) occur in connection with the performance of the professional services set forth herein by the successful Contractor or any of its officers, employees, agents, or subcontractors; or (b) arise from any act, omission, or breach by the successful Contractor or any of its officers, employees, agents, or subcontractors in connection with the professional services set forth herein. The successful Contractor further agrees to provide a Certificate of Insurance for liability coverage and limits acceptable to CUSD.

Y. Termination For Convenience

This agreement may be terminated by District for any or no reason at any time during the term of this agreement by giving thirty- (30) day written notice to the Contractor. Said notice shall be in writing, shall state the date of the proposed termination (which shall in no event be earlier than twenty-four (24) hours from the time of delivery of such notice) and shall be delivered to the addresses listed for the Contractor in this Agreement. In such event, this agreement shall terminate on the termination date set forth in the termination notice. District shall pay to the Contractor all amounts earned and invoiced by the Contractor up to the termination date (subject to CUSD's offset rights set forth in this Agreement) and the parties shall thereafter be released from all further obligations and

liabilities under this Agreement, except to the extent that any such obligations or liabilities expressly survive the termination of this agreement.

Z. False Claims Act.

Contractor expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), CUSD will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

AA. Bid Protest Procedure. Any bidder may file a bid protest to DISTRICT's Purchasing Department. The protest shall be filed in writing with the DISTRICT not more than five (5) business days after the date of the bid opening. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

Resolution of Bid Controversy: Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the work. If deemed appropriate by the DISTRICT, an informal hearing will be held. DISTRICT will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the DISTRICT's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.

Appeal: If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the Executive Director of Maintenance, Operations & Transportation or their designee, within three (3) business days after receipt of the DISTRICT's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to: Capistrano Unified School District, Maintenance & Operations Department, Attn: Executive Director, MOT, 33122 Valle Road, San Juan Capistrano, CA 92675

Appeal Review: The Deputy Superintendent of Business & Support Services or their designee shall review the decision on the bid protest from the Executive Director of MOT and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Deputy Superintendent of Business & Support Services or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further Appeals.

Reservation of Rights to Proceed with Project Pending Appeal. DISTRICT reserves the right to proceed to award the Contract for the Project and commence construction pending an Appeal. If there is State Funding or a critical completion deadline, DISTRICT may choose to shorten the time limits set forth in this Section due to the urgency of proceeding with work if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the DISTRICT may proceed with the award.

Finality. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies

END OF SECTION

Supplementary General Conditions

1.1. NATURE OF SERVICE

- A. Monthly Integrated Pest Management for all the sites in Capistrano Unified School District. A list of sites and addresses is attached.
- B. Pest or Vermin Controlled - Rats, mice, gophers, ground squirrels, ants (all species), roaches (all species), fleas, water beetles, spiders, crickets and rodents. Uncommon pests such as birds and bees, which require special handling will be priced separately as required.
- C. Frequency of Service - Full inspection of each site, once per month, and as needed by request.
- D. Areas to be Serviced - Cafeterias, work rooms, mechanical rooms, electrical rooms, dining areas, classrooms, corridors, hallways, office areas, recreation rooms, storage rooms, restrooms, boiler rooms, and building exteriors.

1.2. SCOPE OF WORK

With an effective and environmentally sensitive approach, the firm will utilize current comprehensive information on the life cycles of pests in relationship to their interactions with the environment. This knowledge, combined with pest detection through inspections and monitoring devices, will be used to manage pests and the damage they cause with the least possible hazard to people, property, and the environment, reinforced with proper and complete documentation.

Integrated Pest Management

Pest management plans will be developed for each site and will include proposed pest management measures.

Pests will be managed to:

- Reduce any potential human health hazard or to protect against a significant threat to public safety.
- Prevent loss or damage to District property.
- Prevent pests from spreading into the community or to plant and animal populations beyond or near District property.
- Enhance the quality of life for students, staff, and the public.

1.3. INTEGRATED PEST MANAGEMENT PRINCIPLES

IPM procedures will determine when to control pests and whether to use mechanical, physical, chemical, cultural, or biological means. Applying IPM principles prevents unacceptable levels of pest activity and damage by the most economical means and with the least possible hazard to people, property, and the environment.

The choice of using a pesticide will be based on a review of all other available actions and a determination that the alternative options are not feasible. Selected non-chemical pest management methods will be implemented whenever possible to provide the desired control. It is the practice of this District to utilize IPM principals to manage pest populations. The full range of alternatives, including no action, will be considered.

When it is determined that a pesticide must be used to meet pest management goals, the least hazardous pesticide will be used. The application of pesticides is subject to the Federal Insecticide, Fungicide, and Rodenticide Act (7 United States Code et sec.), District policies and procedures, Environmental Protection Agency regulations in 40 Code of Federal Regulations, Cal-OSHA Regulations, and local government regulations.

2.1. APPLYING PESTICIDES JUDICIOUSLY

An appropriate application uses the least toxic and most effective techniques and material. Due to their potentially toxic nature, these materials must be applied by qualified applicators in a manner to ensure maximum efficiency, with minimal hazard. Pesticides must be applied only when occupants are not present in areas where they may be exposed to materials applied.

The following general recommendations shall be employed to minimize exposure to people and other non-target species when the application of pesticides is being considered:

- Follow the HEALTHY SCHOOLS ACT when servicing District sites.
- Applications allowed ONLY with M & O/District approval.
- Use bait and crack and crevice application when possible. These treatments maximize the exposure of the pest to the pesticide while minimizing pesticide exposure for the occupants.
- Place all rodenticides in a tamper-resistant bait boxes.
- Apply pesticides only when occupants are not present or in areas where they will not be exposed to the material applied until after the material is no longer active. Note any re-entry time limits on the pre-posting signs. Post at least 24 hours in advance, and leave posting 72 hours after application.
- Ventilate areas after pesticide application.
- Provide and ensure copies of current pesticide labels, consumer information sheets, and Material Safety Data Sheets are easily accessible at each site where the pesticides may be or have been applied. This can be done by supplying a binder to each site to be kept at an agreed upon central location.

When it is determined that a pesticide must be used in order to manage or eliminate an identified pest population, the least hazardous material will be chosen. A Notice of Intent for Pesticide Application will be delivered to a site no less than 24 hours before the application. The notice must include, but not be limited to; the chemical being applied and it's EPA ID#, the amount of pesticide to be used during application, and the areas of campus to be treated. The contractor personnel with cooperation and coordination of District staff will post Notices in designated areas at the site of the intended application. Application will not occur when students are present. These Notices will be kept in place for 72 hours following application. A copy of the posted notice will be kept in the log book on site for a period no less than 4 years.

2.2. OTHER PROVISIONS

- A. Only EPA and State of California registered pesticides will be used, and all Federal, State, Local, regulations regarding their use will be followed.
- B. The contractor will be required to provide Liability Insurance Coverage, a copy of their current State of California license to operate and agree to Hold Harmless clause.

3.1. RECORD KEEPING

A complete and accurate pest management log must be supplied and maintained for each work site. Pesticide use records must be maintained to meet requirements of State and Local regulatory agencies.

The logbook must contain the following items:

- A copy of the Pest Management Plan and service schedule for the site (provided by contractor).
- A copy of the current EPA registered label and current SDS for each pesticide that may be used at the site.
- Pest surveillance data sheets, which record the type and number of pests or other indicators of pest population levels. Examples include date, number, location, and species observed.
- A site diagram noting the location of pest activity, including the location of all traps, trapping devices and bait stations on or around the site when noted/located.
- Each log book must maintain records of all pesticide use at the site for a period of (4) four years.

4.0. TRAINING

Education and training of school site custodians, staff and students will be an ongoing focus of our program. This training will help us better understand the potential school pest problems and the most appropriate procedures to be used to achieve the desired pest management objectives.

Initial training is requested at the beginning of the program. Allow provisions for two (2) two hour training sessions to a group of District identified custodial staff. These two hour training sessions shall be conducted yearly under the contract program. Critical regulatory updates shall be an ongoing portion of the program.

END OF SECTION

Bid Acknowledgement Form

Bid No. 2526-02 Pest Management

Bidder's Name	
Bidder's Address	
Telephone	
Email	

Having examined the bid documents for Pest Management for CAPISTRANO UNIFIED SCHOOL DISTRICT and having inspected the sites of/and the conditions affecting and governing the services of said services, the undersigned Bidder hereby proposes to furnish all labor and materials, supervision, coordination, transportation, services and equipment required to provide the Pest Management:

Acknowledgment of Addenda. In submitting this Bid, the undersigned Bidder acknowledges receipt of all Addenda issued by or on behalf of CUSD, as set forth below. The Bidder confirms that this Bid incorporates and is inclusive of, all items or other matters contained in Addenda.

No.____, Dated

No.____, Dated

No.____, Dated

No.____, Dated

☐ Or check here if no addenda were issued.

Additional Information:

Notices. All notices or other correspondence shall be addressed to CUSD and the Bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

Confirmation of Figures. By submitting this Bid, the Bidder confirms that it has checked all of the above figures and understands that neither CUSD nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid.

Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing and performing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents. The undersigned Bidder certifies that its bid amount includes funds sufficient to allow the Bidder to comply with all applicable local, state and federal laws and regulations governing the labor and services to be provided for the performance of the Work of the Contract and shall indemnify, defend and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Bidder's failure to comply with applicable law in this regard.

Name of Company:

By:

Name of Authorized Officer or Agent:

Title:

Date:

(Corporate Seal)

NOTE:

If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if 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 bidder is an individual, his signature shall be placed above, pursuant to the Instruction for Bidders. All signatures must be made in permanent blue ink.

All pages of this Bid Acknowledgement Form must be completed and submitted with your bid.

END OF DOCUMENT

Contractor/Bidder Questionnaire

CUSD expressly reserves the right to reject the bid of any bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the bidder is "non-responsible" and poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner.

In performing the above-described responsibility determination, CUSD reserves the right to utilize all possible sources of information in making its determination, including but not limited to, inquiries to regulatory state Boards and agencies; Dun and Bradstreet credit reports; inquiries to companies and public entities for which the Contractor/Bidder has previously performed work; reference checks and examination of all public records; including, without limitation, qualifications and financial ability of proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction.

The bidder must also demonstrate knowledge of school district industry services and should possess a working ability to perform similarly-sized services for a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers, address, points of contact and scope of work of at least two (2) customers served within the past three (3) years with requirements similar to the needs of the Capistrano Unified School District.

FAILURE TO FURNISH THE REFERENCES (IN THE COMPLETE FORMAT REQUIRED) MAY CAUSE YOUR BID TO BE REJECTED AS NON-RESPONSIVE.

EXAMPLE: Your references should be listed in the following format (facts are example only)

Organization's Name

Telephone Number

Address

Point of Contact

Type of Contract

Contract Term (From - To)

Contract Amount \$

Responsibility: The Contractor/Bidder shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the bid informal and may cause its rejection.

Additional sheets may be attached if necessary. "You" or "Your" as used herein refers to the Contractor/Bidder's company and any of its owner, officers, directors, shareholders, parties or principals. District has discretion to request additional information. Omission of any material information is grounds for disqualification, or deeming a bid to be non-responsive.

- a. Name of company's license holder
- b. Have you or any of your principals ever been licensed under a different license number?
Response must include information pertaining to principals' association outside of the company. If yes, give name and license number.
- c. Names and titles of all principals of the company:
- d. Number of years as a Contractor/Bidder in this type of work:
- e. Have you or any of your principals been assessed damages for any contract in the past five years? Response must include information pertaining to principals' association outside of the company submitting a bid. If yes, explain:

f. Have you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to service(s) during the past five years? Response

must include information pertaining to principals' association outside of the company submitting a bid.

If yes, provide name of public agency/organization and details of the dispute:

g Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of CUSD? If so, please elaborate.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Contractor/Bidder Questionnaire is true and correct.

Executed this day of _____, 2025, at _____, State of California.

Bidder Name

Date:

Signed

Phone

Printed Name

Title

Street Address

City, State, Zip Code

Fax Number

Email:

All pages of this form must be completed and submitted with your bid package.

END OF DOCUMENT

Bid Bond

KNOW ALL PERSONS BY THESE PRESENT, that we _____,
_____, as Principal, and _____

as

Surety, a California admitted surety insurer, are held and firmly bound unto the Capistrano Unified School District, hereinafter called DISTRICT, in the sum of **one hundred dollars (\$100)** of the Principal submitted to the said DISTRICT for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated _____, 20__, for

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and if the Principal is awarded the contract, and shall within the period specified therefore, or, if no period be specified, within **Seven (7)** working days after the notice of award of the contract, or as otherwise requested in writing by DISTRICT, enter into a written contract with DISTRICT, in accordance with the bid as accepted and give bonds with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, furnish certificates and endorsements evidencing the required insurance is in effect and furnish and deliver to DISTRICT, then the above obligation shall be void and of no effect, otherwise the bond amount shall be forfeited to DISTRICT.

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 the work to be performed thereunder, or the specifications accompanying the same, shall in any way 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 DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by DISTRICT in such suit, including reasonable attorney's fees to be fixed by the court.

IN WITNESS HEREOF, the parties have executed this bond under their several seals this __ day of __, 2025, the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned authorized representative.

(Corporate Seal of
Principal, if
Corporation)

Principal (Proper Name of Bidder)

By: _____
Signature

Print Name

Title

(Corporate Seal
of Surety)

Surety

(Attach Attorney-in-Fact Certificate
and Required Acknowledgements)

By: _____
Signature

Print Name

Title

Address

Telephone No.

Facsimile No.

BID FORM

Name of Bidder: _____

To: Capistrano Unified School District, acting by and through its Governing Board, herein called "DISTRICT."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Security, Information Required of Bidder, all prequalification forms pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, Guarantee forms, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Compliance With Safety Regulations, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions and Supplemental Conditions, if any, Special Conditions, if any, specifications, and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Bid No. 2526-02 Pest Management

All in strict conformity with the Project documents, including Addenda Nos. _____, _____, _____, and _____, on file at the office of the Purchasing Department of said DISTRICT.

BID PRICE SHEET

- All pricing herein to include all materials, labor, standard tools, supplies, equipment, applicable delivery, mileage, taxes, insurance, and all miscellaneous costs normally required to complete the job.
- **Note: Bid prices for labor may not be lower than the applicable Prevailing Wage for the specified work. See General Conditions – Prevailing Wage Rates.**
- Bidders must enter a price for all items; if no cost, enter zero (0); or the bid submitted may be declared non-responsive.
- Bid to be awarded to lowest responsive, responsible bidder.
- **Award for base bid will be determined by lowest annual aggregate amount offering all of the required services.**

Elementary Schools		Address	Estimated Square Footage		Monthly Service Cost	Annual Service Cost
1	Bathgate ES	27642 Napoli Way Mission Viejo, Ca. 92692	School Site:	52,734		
			Site Acreage:	6.23		
2	Canyon Vista ES	27800 Oak View Dr. Aliso Viejo, Ca. 92656	School Site:	47,025		
			Site Acreage:	8		
3	Castille ES	24042 Via La Coruna Mission Viejo, Ca. 92691	School Site:	49,285		
			Site Acreage:	12		
4	Chaparral ES	29001 Sienna Parkway Ladera Ranch, Ca. 92694	School Site:	55,429		
			Site Acreage:	6.7		
5	Clarence Lobo ES	200 Avenida Vista Montana San Clemente, Ca. 92672	School Site:	54,269		
			Site Acreage:	9.33		
6	Concordia ES	3120 Avenida Del Presidente San Clemente, Ca. 92672	School Site:	44,369		
			Site Acreage:	10		
7	Del Obispo ES	25591 Camino del Avion San Juan Capistrano, Ca. 92675	School Site:	39,063		
			Site Acreage:	20		
8	Don Juan Avila ES	26278 Wood Canyon Aliso Viejo, Ca. 92656	School Site:	39,600		
			Site Acreage:	21		
9	George White ES	25422 Chapparosa Park Dr. Laguna Niguel, Ca. 92677	School Site:	55,437		
			Site Acreage:	10		
10	Harold Ambuehl ES	28001 San Juan Creek Rd. San Juan Capistrano, Ca. 92675	School Site:	37,750		
			Site Acreage:	15		
11	Hidden Hills ES	25142 Hidden Hills Rd. Laguna Niguel, Ca. 92677	School Site:	52,114		
			Site Acreage:	6		
12	John S. Malcom ES	32261 Charles Avenue Laguna Niguel, Ca. 92677	School Site:	58,569		
			Site Acreage:	8		
13	Kinoshita ES	2 Via Positiva San Juan Capistrano, Ca. 92675	School Site:	57,902		
			Site Acreage:	8		

14	Ladera Ranch ES	29551 Sienna Parkway Ladera Ranch, Ca. 92694	School Site: 136,215		
			Site Acreage: 17		
15	Laguna Niguel ES	27922 Niguel Heights Blvd. Laguna Niguel, Ca. 92677	School Site: 50,080		
			Site Acreage: 7.7		
16	Las Flores ES	25862 Antonio Parkway Rancho Santa Margarita, Ca. 92688	School Site: 128,111		
			Site Acreage: 7		
17	Las Palmas ES	1101 Calle Puente San Clemente, Ca. 92672	School Site: 51,535		
			Site Acreage: 7		
18	Marblehead ES	2410 Via Turqueza San Clemente, Ca. 92673	School Site: 47,912		
			Site Acreage: 8		
19	Marian Bergeson ES	25302 Rancho Niguel Rd. Laguna Niguel, Ca. 92677	School Site: 46,220		
			Site Acreage: 8		
20	Moulton ES	29851 Highlands Laguna Niguel, Ca. 92677	School Site: 55,893		
			Site Acreage: 16		
21	Oak Grove ES	22705 Sanborn Aliso Viejo, Ca. 92656	School Site: 58,160		
			Site Acreage: 11		
22	Oso Grande ES	30251 Sienna Parkway Ladera Ranch, Ca. 92694	School Site: 59,271		
			Site Acreage: 8		
23	Palisades ES	26462 Via Sacramento Capistrano Beach, Ca. 92624	School Site: 48,536		
			Site Acreage: 11		
24	Philip Reilly ES	24171 Pavion Mission Viejo, Ca. 92692	School Site: 71,334		
			Site Acreage: 9		
25	R. H. Dana ES	24242 La Cresta Dr. Dana Point, Ca. 92629	School Site: 40,063		
			Site Acreage: 15		
26	Early Childhood Center	24242 La Cresta Dr. Dana Point, Ca. 92629	School Site: 30,522		
			Site Acreage: 6.23		
27	San Juan ES	31642 El Camino Real San Juan Capistrano, Ca. 92675	School Site: 55,346		
			Site Acreage: 10		

28	Tijeras Creek ES	23072 Avenida Empresa Rancho Santa Margarita, Ca. 92688	School Site:	44,334		
			Site Acreage:	6.23		
29	Truman Benedict ES	1251 Sarmentoso San Clemente, Ca. 92673	School Site:	48,764		
			Site Acreage:	8		
30	Viejo ES	26782 Via Grande Mission Viejo, Ca. 92691	School Site:	49,444		
			Site Acreage:	14		
31	Vista del Mar ES	1130 Avenida Talega San Clemente, Ca. 92673	School Site:	114,894		
			Site Acreage:	16		
32	Wagon Wheel ES	30912 Bridle Path Coto de Caza, Ca. 92679	School Site:	63,537		
			Site Acreage:	11		
33	Wood Canyon ES	23431 Knollwood Aliso Viejo, Ca. 92656	School Site:	52,672		
			Site Acreage:	9		
Middle Schools		Address	Estimated Square Footage		Monthly Service Cost	Annual Service Cost
34	Aliso Viejo MS	111 Park Avenue Aliso Viejo, Ca. 92656	School Site:	81,937		
			Site Acreage:	21		
35	Bernice Ayers MS	1271 Calle Saramentoso San Clemente, Ca. 92673	School Site:	63,378		
			Site Acreage:	14		
36	Don Juan Avila MS	26278 Wood Canyon Aliso Viejo, Ca. 92656	School Site:	77,713		
			Site Acreage:	2		
37	Fred Newhart MS	25001 Veterans Way Mission Viejo, Ca. 92692	School Site:	134,485		
			Site Acreage:	18		
38	Ladera Ranch MS	29551 Sienna Parkway Ladera Ranch, Ca. 92694	School Site:	See Elementary		
			Site Acreage:			
39	Las Flores MS	25862 Antonio Parkway Rancho Santa Margarita, Ca. 92688	School Site:	See Elementary		
			Site Acreage:			
40	Marco Forster MS	25601 Camino del Avion San Juan Capistrano, Ca. 92675	School Site:	103,225		
			Site Acreage:	14		

41	Niguel Hills MS	29070 Paseo Escuela Laguna Niguel, Ca. 92677	School Site: 95,892		
			Site Acreage: 25		
K-8		Address	Estimated Square Footage	Monthly Service Cost	Annual Service Cost
42	Arroyo Vista K8	23371 Arroyo Vista Rancho Santa Margarita, Ca. 92688	School Site: 95,655		
			Site Acreage: 8.29		
43	Esencia K8	5 Aprender St. Rancho Mission Viejo, Ca. 92694	School Site: 92,360		
			Site Acreage: 20.40		
44	Hankey K8	27252 Nubles Mission Viejo, Ca. 92692	School Site: 61,478		
			Site Acreage: 8		
High Schools		Address	Estimated Square Footage	Monthly Service Cost	Annual Service Cost
45	Aliso Niguel HS	28000 Wolverine Way Aliso Viejo, Ca. 92656	School Site: 322,703		
			Site Acreage: 44.16		
46	Capistrano Valley HS	26301 Via Escolar Mission Viejo, Ca. 92692	School Site: 322,703		
			Site Acreage: 40		
47	Dana Hills HS	33333 Golden Lantern Dana Point, Ca. 92629	School Site: 250,369		
			Site Acreage: 34.12		
48	Union HS	31422 Camino Capistrano San Juan Capistrano, Ca. 92675	School Site: 26,000		
			Site Acreage: 4		
49	San Clemente HS	700 Avenida Pico San Clemente, Ca. 92673	School Site: 250,305		
			Site Acreage: 43.4		
50	San Juan Hills HS	29211 Stallion Ridge San Juan Capistrano, Ca. 92675	School Site: 210,119		
			Site Acreage: 50.33		
51	Tesoro HS	1 Tesoro Creek Rd. Las Flores, Ca. 92688	School Site: 222,111		
			Site Acreage: 44		
Charter Schools		Address	Estimated Square Footage	Monthly Service Cost	Annual Service Cost
52	Community Roots Academy (Crown Valley ES)	29292 Crown Valley Parkway Laguna Niguel, Ca 92677	School Site: 58,029		
			Site Acreage: 17		

53	Journey (Foxborough)	27102 Foxborough Aliso Viejo, Ca 92656	School Site: 27,180		
			Site Acreage: 6.43		
54	Oxford Preparatory Academy (Barcelona Hills ES)	23000 Via Santa Maria Mission Viejo, Ca 92691	School Site: 43,268		
			Site Acreage: 11		
55	Adult Transition Program	31522 El Camino Real San Juan Capistrano, Ca. 92675	School Site: 129,000 Site Acreage: 10		
56	CUSD Ed Center	33122 Valle Rd. San Juan Capistrano, Ca. 92675	School Site: 22,080		
			Site Acreage: 2.94		
57	CUSD Maintenance & Operations	32972 Calle Perfecto San Juan Capistrano, Ca. 92675	School Site: 50,000		
			Site Acreage: 4.29		
58	Transportation North	2B Liberty Aliso Viejo, Ca. 92656	School Site: 16,093		
			Site Acreage: 7.25		

Emergency/Special Service Hourly Rate:
(Outside of service contract, as needed)

\$

Total Annual Service Cost:

0

Non-Collusion Statement

STATE OF CALIFORNIA COUNTY OF ORANGE

I, being first duly sworn, deposes and says that I _____
(Typed or Printed Name)

am the _____ of _____, the party
(Title) (Bidder Name)

submitting the foregoing Bid Bid (the "Bidder"). In connection with the foregoing Bid Bid, the undersigned declares, states and certifies that:

- 1.1. The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
- 1.2. The Bid is genuine and not collusive or sham.
- 1.3. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
- 1.4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
- 1.5. All statements contained in the Bid and related documents are true.
- 1.6. The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this _____ day of _____, 2025 at _____.
(City, County and State)

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

Signature

END OF DOCUMENT

Worker's Compensation Certification



Capistrano Unified School District
San Juan Capistrano, California

Labor Code section 3700 in relevant part provides that every employer except the Stateshall secure the payment of compensation in one or more of the following ways:

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

Check only one of the Boxes Below

<input type="checkbox"/> 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 Services of this Agreement.	<input type="checkbox"/> I do not employ anyone in the manner subject to the workers' compensation laws of California.
---	--

Date: _____

Name of Consultant or Company: _____

Representative's Name and Title: _____

Signature: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division2 of the Labor Code, the above certificate must be signed and filed with the District priorto performing any Services under this Agreement.)

Drug-Free Workplace Certification

This Drug-Free Workplace Certification is required pursuant to 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 for the procurement of any property or services 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 awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract 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;
 - 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 be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, 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 requiring 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 suspension of payments, termination, 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 Section 8350, et seq.

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.

NAME OF CONTRACTOR

Signature

Print Name

Title

Date

Tobacco Use Policy

In the interest of public health, the Capistrano Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the Capistrano Unified School District. Failure to abide with conditions could result in the termination of this agreement.

Each employee engaged in the performance of the contract will be given a copy of this statement and, as a condition of this Agreement; the Bidder agrees to abide by the terms.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I will adhere to the requirements of the policy.

Name of Bidder

Signature

Date

Lead-Based Materials Certification

PROJECT/CONTRACT NO.: Bid No. 2526-02 Pest Management between Capistrano Unified School District ("District" or "Owner") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to Contractor that:

- (1) The Contractor's work may disturb lead-containing building materials.
- (2) The Contractor must notify CUSD if any work may result in the disturbance of lead- containing building materials.

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disbursts when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for CUSD, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by CUSD. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("DHS") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by CUSD that all painted surfaces (interior as well as exterior) within CUSD contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

The Contractor must notify CUSD if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through CUSD. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless CUSD, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within CUSD.

The Contractor shall provide CUSD with any sample results prior to beginning Work, during the Work, and after the completion of the Work. CUSD may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

The Contractor hereby acknowledges, under penalty of perjury, that it:

1. Has received notification of potential lead-based materials on CUSD's property;
2. Is knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

The undersigned warrants that he/she has the authority to sign on behalf of and bind the Contractor. CUSD may require proof of such authority.

Date:

Proper Name of Contractor:

Signature:

Print Name:

Title:

END OF DOCUMENT

Hazardous Materials Certification

PROJECT/CONTRACT NO.: Bid No. 2526-02 Pest Management between Capistrano Unified School District (the "District" or the "Owner") and _____ (the "Contractor" or the "Bidder") (the "Contract" or the "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 (.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 CUSD'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 CUSD.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date:

Proper Name of Contractor:

Signature:

Print Name:

Title:

END OF DOCUMENT

Imported Materials Certification

Please attach certification

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To the Board of Trustees of Capistrano Unified School DISTRICT:

I, _____ certify that:
(Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code §45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the DISTRICT, my employees
☐ will **OR** ☐ will not have contact with students of the District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).
4. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections §667.5 and §1192.7. This determination was made by a fingerprint check through the Department of Justice and the Federal Bureau of Investigation.

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

Executed at _____, _____ on _____
(City) (State) (Date)

Signature

Typed or printed name

Title

Address

Telephone

Certification by Contractor Criminal Records Check
AB1610, 1612 and 2102
Page 1

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE §45125.1)

Education Code §45125.1 provides that if the employees of any entity that has a contract with a school DISTRICT may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code §1192.7(c) or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contract shall not permit an employee to come in contact with pupils until both the Department of Justice and the Federal Bureau of Investigation has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the Board of Trustees of the school DISTRICT that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code §667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter ; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code §1192.7 lists the following : “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death

Certification by Contractor Criminal Records Check
AB1610, 1612 and 2102
Page 2

or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

Certification by Contractor Criminal Records Check
AB1610, 1612 and 2102
Page 3

CRIMINAL RECORDS CHECK

CONTRACTOR'S EMPLOYEE / VOLUNTEER LIST

**(INSERT NAMES OF EMPLOYEES OR VOLUNTEERS WHO MAY COME IN
CONTACT WITH PUPILS)**

Use additional copies of page as needed

Name of Contractor: _____

Name of Employee or Volunteer	Position

***IMPORTANT! Changes to the criminal status of anyone listed on this form
must be reported immediately to Suzanne Volpe at smvolpe@capousd.org.***

Certification by Contractor Criminal Records Check
AB1610, 1612 and 2102
Page 4

Chemicals and Pest Control Methods Used

Please attach your documents

Written Narrative

Please attach your documents:

- Approach to pest management, maintenance, prevention, technology and the formulation of long-term solutions and use of chemicals, including methods, and procedures to be used for identifying sites of pest harborage and population levels.

Experience and References

Please attach your documents:

- ****This section must be completed in the complete format required by the Contractor/Bidder Questionnaire****
- The bidder must also demonstrate knowledge of school district industry services and should possess a working ability to perform similarly-sized services for a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers, address, points of contact and scope of work of at least two (2) customers served within the past three (3) years with requirements similar to the needs of the Capistrano Unified School District (at least 2 current or former public or private educational institutions of similar ADA student population and facility size as CUSD)
- FAILURE TO FURNISH THE REFERENCES (IN THE COMPLETE FORMAT REQUIRED) MAY CAUSE YOUR BID TO BE REJECTED AS NON-RESPONSIVE.

Sample Invoice

Please attach your documents:

- Please provide a sample invoice

Agreement

THIS AGREEMENT, made and entered into this ____ day of _____ Month, 2025, by and between Capistrano Unified School District (hereinafter called CUSD) and _____ (hereinafter called the Contractor).

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

Background

The basis of this agreement is the use of IPM strategies that emphasize pest prevention and the safe and effective management of pest problems. This involves the regular monitoring for the presence of pests inside and around the structures of school buildings and, when necessary, implementation of appropriate control measures. The goal of the IPM program is to provide effective, long-term pest control, while minimizing the use of pesticides. The Contractor must exhibit awareness and sensitivity to the fact that the school environment cannot be compromised through deliberate or inadvertent contamination by pesticides. Scheduled, routine pesticide treatments in and around any area of the school are prohibited. Pesticides should be applied only when nonchemical methods have proven ineffective or are impractical, and only in areas of known infestation.

It is essential to the success of the IPM program that the Contractor provides proactive services that identify housekeeping and structural design deficiencies that contribute to pest problems. All IPM services and activities shall be planned and performed with the needs of the schoolchildren and staff as the foremost priority, working with school site staff to coordinate pest management activities to avoid disruption of school activities.

Description of Service

The Contractor shall furnish all labor and materials for the development and implementation of a comprehensive IPM program in designated schools and facilities. The Contractor shall demonstrate an understanding of the concept of the IPM method of pest control. The implementation of management practices in an IPM program is not based on the routine application of pesticides, but on monitoring and inspecting for pests, modifying structures, improving sanitation, and changing personnel practices that can contribute to pest problems. Pest control is achieved in an IPM program by emphasizing pest prevention and making informed, accurate decisions as to when control measures are needed and the type of control measures to be used.

The Contractor also shall provide evidence, in the proposal, of an understanding of the principles and practices governing sanitation in food service areas, in addition to other areas of the school, and the impact of pests and pest management methods on the ongoing activities of a food service facility. At a minimum, the IPM program shall consist of the development and implementation of regularly scheduled pest management services; routine and special meetings among pest management personnel and school staff; routine and specially scheduled training; and written reports describing program status and recommendations for the corrective actions that need to be implemented by the school, the Contractor, or the school board.

IPM Coordinator and School Liaison

To provide the degree of oversight and consistency of services necessary for a successful IPM program, the school districts shall designate an IPM Contact Person (IPM Coordinator) for the school district and an IPM liaison for each individual school. The IPM Coordinator is responsible for the notification, posting and recordkeeping requirements of the Healthy Schools Act. These people should have the

interest and capability to address all pest management issues, regardless of the pest involved or the area affected. The IPM Coordinator should participate in all decisions that may directly or indirectly affect pest management. A list of personnel designated as school liaisons should be provided to the Contractor by the school district. The Contractor's pest management technician should meet with the school liaison, upon initiation of the contract, and prior to performing pest management services. The Contractor and school liaison will:

1. Identify and discuss specific problem areas in the facility;
2. Facilitate access to all management areas on school property;
3. Identify and discuss building features or personnel practices that might contribute to pest infestations;
4. Discuss effectiveness of previous control efforts; and
5. Notify pest management personnel of any new restrictions or special safety precautions.

Routine Services

Routine IPM Services shall include the control of all pests in and around school buildings such as, but not limited to, cockroaches, ants, fleas, stinging insects and nests accessible from the ground or from windows, rats and mice, flies, fruit flies, silverfish, stored products pests; and incidental invaders, such as crickets, earwigs, midges, millipedes, centipedes, ground beetles, clover mites, birds, bats, and squirrels.

Preventive recommendations for control of these and other pests, including wood-destroying insects like termites, carpenter ants, and wood-boring beetles also are included as Routine IPM Services. Treatment for the wood-destroying insects mentioned above is considered an Additional Service.

Additional Services

The school district reserves the right to negotiate with the Contractor for the purchase of related pest control services not specifically covered, such as subterranean and structural control of termites and other wood-boring insects, bird control, and to add or delete buildings or parts of buildings to or from the contract.

Special Service Request and Emergency Services

Routine IPM services shall consist of performing all components of an IPM program, as described in the Contractor's Pest Management Plan and Service Schedule (see the section on Pest Management Plan and Service Schedule below) for each school management area during the period of this contract. Requests for corrective action, special services, or emergency service shall be placed with the IPM Coordinator. The Contractor shall respond to a request for emergency services on the day of the request. In addition, the Contractor shall respond to special service requests within one (1) working day after receipt of request. If the special service or emergency service request entails the application of pesticides, applications will take place in the minimum time allowable by law. All emergency and special services should be recorded in the school IPM logbook. In the event that such services cannot be completed within the required time frames, the Contractor shall immediately notify the IPM Coordinator and indicate an anticipated completion date. The Contractor shall describe, in the proposal, his/her capability to meet this requirement (e.g., radio-dispatched service, names of office personnel handling the account, availability of technical and on-site personnel assigned to this program).

Pest Management Plan and Service Schedule

The Contractor shall survey all management areas covered under this contract and develop a written Pest Management Plan. This plan shall provide detailed information on areas of pest infestation; structural, housekeeping, maintenance, and design deficiencies that contribute to pest infestation; and recommendations for correcting those conditions. This plan should include a detailed description of the monitoring program that will be used to identify infested areas. It may include the use of traps, visual

inspections, and staff interviews. Other appropriate IPM activities, including decision making, intervention tactics and strategies, and evaluation methodologies should be included.

A school system-approved pesticide list with labels and Material Safety Data Sheets should be included in the management plan. The Contractor also shall submit a written Service Schedule to the IPM Coordinator and other school personnel for approval. This schedule will be structured so that the entire school building, trash room, exterior, and support areas of the building are monitored routinely. The frequency of service visits for each management unit should be specified. This document should be included with the IPM service records of each school and revised as necessary.

The Pest Management Plan and Service Schedule must be approved by the school district before implementation of the program. This specifically includes approval for any proposed pesticide usage. Any subsequent changes to the Plan and Schedule and/or additions to the approved pesticide list must be requested in writing and receive the concurrence of the school district.

Structural and Procedural Recommendations

Structural deficiencies and poor housekeeping practices that may contribute to structural pest infestations shall be reported, in writing, to the building liaison and the IPM Coordinator by the Contractor at the completion of each inspection.

Recordkeeping

The Contractor shall provide and maintain a complete and accurate pest management logbook. The logbook shall permit efficient evaluation and management of the program, accurate information retrieval, and adhere to recordkeeping required by law. Each facility shall have its own logbook that will be updated during each service by the pest management technician. The logbook shall be kept in a designated location at the facility and a copy sent to the IPM Coordinator following each service visit. Clear and concise records shall reflect the common names of pests monitored at the school, as well as structural, maintenance, and housekeeping deficiencies, nonpesticidal and pesticidal control measures applied, immediate and long-term recommendations regarding pest management, communications with students and staff, Material Safety Data Sheets (SDS), and labels for all products that may be applied at the facility. A section of the logbook shall be allocated for facility personnel to report pest sightings and other information that shall be reviewed by the Contractor during regular service visits. The Contractor shall provide, in the proposal, an example of the logbook format with a detailed explanation of how it will be used, the structure of the book, and information that has to be recorded in the logbook.

Contractor Licensing

Each Contractor submitting a proposal for consideration by the school district shall have and maintain, during the life of the contract, a California Pesticide Business License. A copy of the current valid license shall be submitted with the Contractor's proposal and no consideration will be given to proposals that lack evidence of licensing. Failure to maintain the Pesticide Business License shall be sufficient grounds for immediate termination of the contract. It shall be the Contractor's responsibility to immediately notify the IPM Coordinator of any change in status.

Personnel

The Contractor shall provide, under this contract, only qualified pest management personnel with adequate and verifiable experience with implementing IPM programs. All on-site personnel must understand current pest management practices and be able to make decisions and field diagnoses regarding the use of IPM practices and techniques. The proposal shall present a plan or method for assuring continuity of pest management personnel assigned to this contract, and knowledge and sensitivity to the needs of the schools. The Contractor should understand that quality assurance and daily pest management services are two activities that are separate and distinct from one another, and require sufficient time and manpower.

The Contractor shall designate a Program Technical Supervisor (PTS), who shall have primary responsibility for the conduct of this pest management contract, ensure that all required reports are submitted to the IPM Coordinator on time, and be available for routine and emergency consultation. The following minimum requirements regarding this individual's experience and training shall be provided in the proposal:

1. Resume, including current home address.
2. Current certification or license in California as a Pest Control Applicator or as an Agriculture Pest Control Advisor.

The PTS shall provide on-site supervision to assure safety, carry out coordination and continuity of program services, and fulfill special requests from the IPM Coordinator. The responsibilities of the on-site supervisor will be carried out by the PTS, not the pest management technician. A pest management technician shall provide on-site pest management services

Manner and Time to Conduct Services

Routine services should be performed during the late afternoon hours, Monday through Friday, excluding holidays, except when school is not in session or as specifically approved by the IPM Coordinator. Pesticides shall not be applied while foods are being prepared, served, or put away, or when the school building is open for business. The Contractor shall observe all safety precautions throughout the performance of this contract. Certain areas within some facilities may require special instructions for persons entering the area. Any restrictions associated with special areas will be explained to the Contractor and the IPM Coordinator by the school building liaison. These restrictions shall be adhered to and incorporated into the Contractor's Pest Management Plan and Service Schedule for the school building. All contracted personnel shall wear an identification card in a clearly visible manner during the performance of their duties. Vehicles used by the Contractor or the contractor's personnel shall be identified in accordance with state regulations. The Contractor must park in designated areas in close proximity to each school building. At a minimum, the Contractor shall provide his/her personnel with clean uniforms to be worn while performing their duties. Additional personal protective equipment required for the safe performance of work shall be determined and provided by the Contractor in accordance with California law.

Nonchemical Alternatives

Caulking and sealing pest harborages and pathways is the preferred method for preventing or controlling an infestation and shall be part of the routine IPM services. The Contractor shall make limited applications of approved sealants and other exclusion materials under sinks, as well as around cabinets, pipe chases, windows and doors, exterior areas, etc., in lieu of or to augment other pest management methods. The Contractor shall make recommendations to the IPM Coordinator for any large-scale application (i.e., whole room, exterior of building, etc.) of sealants and other exclusion materials. In addition, the use of vacuum cleaners, mechanical traps, insect light trapping devices, and glue boards used for rodent management should be fully integrated into the day-to-day operations of the program. The Contractor must be proactive at identifying and, in some cases, correcting known or suspected problem areas that provide food, water, harborage, and access for pests in and around the school building. Snap traps, trapping devices, and glue boards used for rodent management or monitoring activities must be intensively maintained. The Contractor shall discard rodents killed or trapped within 24 hours. Trapping should not be performed during periods when maintenance will be delayed by holidays, weekends, etc. Traps shall be placed out of general view and away from any access by children or staff for safety and aesthetic purposes, and located where they will not be affected by routine cleaning procedures. The Contractor shall describe in the proposal their organization's approach to meeting these requirements.

Pesticide Alternatives

Pesticide applications shall be made only to areas of known pest infestation or activity, and where nonchemical control measures, such as traps, caulking, sealing, cleaning, habitat modification, physical, mechanical, and biological control were not successful or are not feasible. Application of pesticides shall not occur until a full inspection has been completed. If chemicals are needed, least-hazardous pesticides and formulations, such as boric acid, silica gels, and diatomaceous earth should be considered whenever possible.

Pesticide applications that may impact the operations or occupants of a school building shall be permitted only during hours when the school building is closed and after all notification procedures have been met. A contingency plan for performing pesticide application in the school building should be part of the Pest Management Plan and Service Schedule. This should include a list of pests, pesticide products, formulations, application methods, timing of application, and other relevant information that may be needed in specific situations and school buildings. The following shall be used as thresholds for the initiation of control actions in the school building:

1. An average of two cockroaches per trap within an area during each service interval.
2. One mouse or rat dropping per room.
3. One rat burrow or runway in outside areas of the school building.
4. Any stinging insect nest within reach from the ground.
5. Recurring problems with other pests, e.g., flies, spiders, or stored product pests, which cannot be resolved using nonchemical techniques.

The Contractor shall minimize the use of and potential exposure to pesticides wherever possible. For example:

1. Use nonchemical control methods and materials.
2. Use crack and crevice or bait application of pesticides in pest harborage areas.
3. Integrate control methods (i.e., structural repairs, trapping, sanitation, etc.).
4. Pesticide space sprays (including fogs and ultra-low volume applications) will be restricted to unique situations for which no alternative measures are practical or effective. Because notification must be sent home 72 hours prior to spraying, the Contractor must confer with the IPM Coordinator to develop a specific plan.
5. Routine preventive spray treatments are prohibited. The broadcast or barrier treatment of an interior or exterior area with a pesticide must be specifically requested by the Contractor and approved by the IPM Coordinator, prior to performing the treatment. Preventive treatments are acceptable only on a case-by-case basis. The Contractor must provide detailed plans; list the rationale for the treatment, and the methods of application if preventive treatment is warranted for a specific school building or landscape area. Preventive treatments are subject to review by the IPM Coordinator and can be eliminated at any time.

Reporting

The Contractor's Program Technical Supervisor shall, at a minimum, provide annual written reports to the school district and attend regular meetings with the IPM Coordinator, school administration, school liaisons, and other concerned individuals. These reports and meetings will address all pest management activities provided by the Contractor for each school building and evaluation of the IPM program's progress. These reports should identify school building conditions or personnel practices that require correction by the school district in order to promote the program's overall effectiveness. In addition, the Contractor shall provide monthly service reports to the IPM Coordinator within 15 days following the end of each month. The service reports shall include, but not be limited to, the following:

1. Facilities serviced.
2. Man-hours for each school building for Routine Services.

3. Location, man-hours, and work description of Special, Emergency, and Additional Services.
4. Results of monitoring and inspections, including accepted common names of pests, numbers of each pest, and the location in the school building.
5. Written evaluation of sanitation conditions, structural deficiencies, repairs needed, repairs completed, and immediate and long-term program goals for either resolving pest problems or improving the IPM program within each school building and management area.
6. Identification and listing of pesticides used by common/generic name (no codes), concentration and quantity of finished spray used, and other pest management techniques used for each school building and management area.

Evaluation

Monthly service reports and annual reports will be used by the IPM Coordinator and the Contractor to develop tangible means for evaluating the overall IPM effort in school facilities. The Contractor's Program Technical Supervisor shall meet as needed with the IPM Coordinator to discuss the status of the pest management program and review program activities and reports, or resolve ongoing or special problems. If the school district hires an outside evaluator, the contractor may be required to meet with this person or provide information.

Training

The Contractor shall include, in the proposal, a detailed description of the in-service training programs provided to their personnel, including pertinent documentation and records. In addition, the Contractor should be able to provide training or develop a plan to use outside expertise to provide training on all aspects of IPM program design and implementation to a wide array of school-associated personnel, including school administrators, maintenance and housekeeping staff, the IPM Coordinator and school liaisons, and community members.

Notification

The Contractor shall provide the IPM Coordinator and school liaisons with a list of pesticides that may be used in school before the school year begins. Product labels and Material Safety Data Sheets for all pesticides shall be provided to the IPM Coordinator and made available in the school IPM program logbook for review by school liaisons, parents, and other interested parties. The Contractor shall notify the IPM Coordinator and school building liaisons in advance of all pesticide applications to ensure that all provisions of the State and school district's advance notification policies are met. Although each school district is ultimately responsible for student notification of pesticide use and for sending notification home with students, the Contractor will be responsible for satisfying all legal requirements for posting. The Contractor will notify the IPM Coordinator upon completion of pesticide applications made in and around school buildings.

Inspections

Throughout the duration of this contract, school district personnel will periodically inspect school facilities to determine the effectiveness of the IPM program and Contractor compliance with the contract. Inspection results will be documented in writing and submitted to the Contractor. The Contractor shall initiate actions promptly to correct all deficiencies found. It shall be the Contractor's responsibility to furnish an adequate supply of materials necessary for school personnel to inspect the interior of all rodent bait stations. These materials may include Allen wrenches to loosen and retighten fasteners, keys to open locks, or replacement self-locking plastic ties. Implements to cut plastic ties are not included under this provision.

Purchase of Ancillary Services/Equipment

The Contractor may need to purchase additional equipment or provide additional services to ensure that the IPM program is fully implemented. The school district has the right to negotiate the purchase of ancillary equipment and services with the Contractor and adjust the contract accordingly.

Governing Law and Venue: This Agreement has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment, and personnel engaged in operations covered by this Agreement, or occurring out of the performance of such operations.

Entire Agreement: The Agreement, including all sections of bid documents which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Agreement between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid unless authorized by CUSD in writing.

Amendments: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on District unless authorized by CUSD in writing.

Delivery: Time of delivery of services is of the essence in this Agreement. CUSD reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by CUSD.

Payments: Within thirty (30) days after delivery of any or all of the items hereinabove set forth and their acceptance by the ordering District, and a proper invoice submitted, the ordering District agrees to pay to the Contractor, and the Contractor agrees to accept in full payment therefor, the sums set opposite each item.

Warranty: Contractor expressly warrants that the services covered by this Agreement are fit for the particular purpose for which they are intended. Acceptance of the order shall constitute an agreement upon Contractor's part to indemnify, defend and hold CUSD and its indemnities as identified in the Indemnification Provisions below, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by CUSD by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

Indemnification Provisions: Contractor shall save, defend, hold harmless and indemnify CUSD, its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work on the property under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractors, or any employee, agent or representative of Contractor and/or its subcontractors.

Anti-Discrimination: Pursuant to Board Policy 4030, Capistrano Unified School District prohibits discrimination and/or harassment of any person based on race, color, national origin, ancestry, religious creed, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex or sexual orientation. Therefore, the Contractor agrees to comply with the applicable Federal and California Laws, including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Contractor agrees to require such compliance by all subcontractors employed on the Contract by the Contractor.

Termination: When Contractor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, CUSD will notify the Contractor and provide a commercially reasonable timeframe to cure. If the Contractor does not perform within a reasonable timeframe, then CUSD may, at its sole discretion, annul and set aside the agreement entered into with said Contractor, either in whole or in part, and make and enter into a new agreement for the same items in such manner as seems to the Board of Trustees to be to the best advantage of the Capistrano Unified School District. Any failure for furnishing such articles or services by reason of the failure of the Contractor or contractor, as above stated, shall be a liability against such Contractor and his sureties. The Board of Trustees reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Board of Trustees, if requested.

Performance: Contractor shall perform all work under this Agreement, taking necessary steps and precautions to perform the work to CUSD's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the Contractor under this Agreement. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of CUSD required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

Extra and/or additional specifications and changes: Should CUSD at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be by a fair and reasonable valuation.

The estimate cost of a proposed change shall be established in one or more of the following methods:

- A. By an acceptable lump sum bid from the Contractor.
- B. By unit prices agreed upon by CUSD and the Contractor.

No change shall be made in any specification of any item under the Agreement unless a written statement setting forth the object of the change, its character, amount, and the expense thereof first submitted to CUSD and written consent thereto obtained.

Insurance: Contractor agrees to carry a commercial general and automobile liability insurance policy as specified in the bid documents to protect Contractor and CUSD against liability or claims of liability which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by

CUSD shall be excess and noncontributory." No later than ten (10) working days after the execution of this Agreement, Contractor shall provide CUSD with copies of the policy or policies of insurance evidencing all coverages and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name CUSD and their officers, agents, and employees as additional insured under said policy.

Inspection of items: All items shall be subject to the inspection of the ordering district. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the ordering district and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the ordering district.

Removal of rejected items: All items rejected by the ordering district at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the ordering district, and shall be replaced by satisfactory items.

Force Majeure Clause: The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

Assignment of Agreement: The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any part thereof, or any right title, or interest therein, funds to the received hereunder, or any power to execute the same without the consent in writing of CUSD.

Contact with Students: Contractor will not permit any of its employees who perform services under this Agreement to come in contact with pupils or communicate with pupils. In the event Contractor fails to prevent its employees from having contact with pupils or communicating with pupils and injury results from failure to prohibit pupil contact or communication, Contractor shall defend, indemnify, protect, and hold CUSD, its agents, officers and employees harmless from and against any and all claims, demands, liability, judgments, awards, losses, injury damages, expenses, charges or costs of any kind or character to CUSD or to any person or property which arise from or are connected with or are caused or claim to be caused by Contractor's failure to prohibit its employees, subcontractors or agents from having pupil contact or communication. Any subcontractor hired by Contractor shall be subject to and shall comply with this section and it shall be the Contractor's responsibility to require compliance with this section. Contractor and subcontractor shall be jointly and severally liable for any injury that results from subcontractor's failure to comply with this provision. Based on the determination that neither Contractor nor any subcontractor of Contractor will have contact with pupils, no fingerprinting of Contractor or its agents, subcontractors or employees is required by this Agreement.

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.

Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

Correspondence: Any correspondence related to the terms, prices, and conditions of this Agreement must be directed to:

Thomas Connolly, Supervisor, Purchasing at tjconnolly@capousd.org and Francisco Torres Castaneda, Supervisor, Maintenance & Operations at ftorrescastaneda@capousd.org.

Debarment: Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their bid/bid. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/bid being deemed non-responsible.

Warrant of Authority: Each of the parties signing this agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

Pricing - Minimum Contract Term: Minimum contract term is through June 30, 2026, and quoted prices must stay in effect after award of bid. Thereafter, the contract may be extended upon mutual consent of CUSD and Contractor for an additional four (4) one year periods in accordance with provisions contained in the Education Code, Sections 17596 (K-12). Price increases may be considered during Contract renewal periods only. Price increases may be negotiated subject to existing local market conditions and as determined by the Consumer Price Index Urban for the Orange County region, but may never exceed three percent (3%) in any contract year. In the event of a general price decrease CUSD reserves the right to revoke specific bid awards unless the decrease is passed on to CUSD.

I have read all terms of the "Agreement" and will accept these terms as outlined if awarded this bid:

IN WITNESS WHEREOF, this Agreement has been duly executed by CUSD and the Contractor as of the date set forth above.

Capistrano Unified School District

By: _____
Name: Suzanne Volpe
Title: Director II, Purchasing & Contracts
Board Approval Date : October 15, 2025

Contractor

Signature: _____
Name: _____
Title: _____
Address: _____
Email Address: _____