

<b>SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA</b> SUBMIT BID TO: <i>See Bid mailing instructions on page 2</i>	<b>INVITATION FOR BID</b> <b>Bidder Acknowledgement and Acceptance Form</b>
<b>BID TITLE:</b> INTEGRATED PEST MANAGEMENT PROGRAM	<b>BID NO.</b> 23-13
<b>DELIVERY F.O.B. DESTINATION:</b> All Designated Schools and Centers	<b>ISSUE DATE:</b> January 10, 2023 <b>PURCHASING DEPARTMENT PHONE/FAX #</b> (352) 955-7582 / (844) 269-9018
<b>BID DUE DATE AND TIME:</b> January 25, 2023, at 3:00 p.m. 🕒	<b>BID OPENING:</b> Purchasing Department

A pre-bid meeting is scheduled for 1:30 pm, January 18<sup>th</sup>, 2023, at the Sivia Center, 3700 NE 53rd Ave., Gainesville, FL 32609. This is a **mandatory** meeting. Proposals submitted by Offerors not in attendance at this meeting will **NOT** be accepted by the Purchasing Department

The undersigned ("Bidder") hereby submits the following offer and attests that it understands, agrees to, and will abide by all terms, conditions, specifications, and instructions contained in the Invitation For Bid ("IFB"), inclusive of the contents of any Addenda hereto. Bidder agrees to be bound by a contract, the form of which will be provided by the School Board of Alachua County, to provide the materials and/or services described in this IFB. Further, Bidder attests that it has not divulged, discussed, or compared this offer with any other Bidder and has not colluded with any other Bidder in the preparation of this offer in order to gain an unfair advantage in the award of the pending contract. Finally, Bidder acknowledges that all information contained herein is subject to the Public Records Act, Chapter 119, F.S.

BIDDER NAME:

SIGNATURE OF OWNER OR AUTHORIZED OFFICER/AGENT:

TYPED TITLE:

BIDDER MAILING ADDRESS:

AREA CODE/PHONE #:	FAX #:
BIDDER EMAIL ADDRESS:	BIDDER WEB ADDRESS:
DATE:	EIN/FEDERAL TAX ID#:

**PURCHASING CARDS:**

SBAC personnel may choose to use a Visa™ purchasing card in place of a purchase order to make purchases under this IFB. Bidder, by submitting a Bid, agrees to accept the purchasing card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made under this IFB using the purchasing card.

**NO BID THE PROSPECTIVE BIDDER HEREBY SUBMITS A "NO BID" FOR THE REASON(S) NOTED BELOW:**

- |   |  |
|---|--|
| <input type="checkbox"/> 1. Insufficient time to respond to the IFB         | <input type="checkbox"/> 4. Our production/service schedule will not permit a response |
| <input type="checkbox"/> 2. Could not meet the specifications               | <input type="checkbox"/> 5. Remove our name from this bid list only                    |
| <input type="checkbox"/> 3. Does not offer the product or service specified | <input type="checkbox"/> 6. Other _____  |

**FAX THIS "NO BID" FORM TO (844) 269-9018. INCLUDE THE COMPANY INFORMATION REQUESTED ABOVE. FAILURE TO SUBMIT THIS FORM MAY RESULT IN BIDDER'S REMOVAL FROM SBAC'S ACTIVE BIDDERS LIST.**

**SERVICES:** If the services described in this IFB are customarily provided by SBAC or which SBAC is in the business of performing, and, instead, Bidder will provide these services, then the paragraph listed below (ref. Attachment A, General Conditions, Instructions to Bidders) will be checked.

Paragraph 64

**USE OF FEDERAL FUNDS:** If SBAC intends to utilize Federal funds to make purchases using the contract formed as a result of this IFB, then one or more of the paragraphs listed below (ref. Attachment A, General Conditions, Instructions to Bidders) will be checked. Paragraphs not checked below do not apply to this IFB.

- Paragraph 66    Paragraph 67    Paragraph 68    Paragraph 69    Paragraph 70    Paragraph 71    Paragraph 72    Paragraph 73

ADDITIONAL INFORMATION REGARDING THE SCHOOL BOARD OF ALACHUA COUNTY, INCLUDING SCHOOL AND DEPARTMENT ADDRESSES AND THE CURRENT SCHOOL YEAR CALENDAR, IS LOCATED AT [WWW.SBAC.EDU](http://WWW.SBAC.EDU). THE PURCHASING DEPARTMENT'S HOME PAGE IS ALSO LOCATED ON THIS WEB SITE AND INCLUDES ALL CURRENT BID OPPORTUNITES AND INFORMATION ON AWARDED CONTRACTS.

**Bidder's sealed Bid must be received in the Purchasing Department on or before the date and time specified above. If sent via US Mail or express delivery carrier (UPS, FedEx, DHL, etc.), address Bid to:**

<p><b>School Board of Alachua County District Office Attn: Purchasing Department 620 East University Avenue Gainesville, FL 32601</b></p>
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**If delivered by hand, deliver Bid to the Purchasing Department located on second floor (Room 02-212) of District Administration Building at above address. Upon arrival at facility, sufficient time should be allowed to check-in at reception desk and arrive at Purchasing Department. Bids received by telephone, telegraph or facsimile transmission will be considered non-responsive.**

**Bids received after the specified date and time are late and will not be considered for award. Late Bids will be returned unopened to the Bidder. The responsibility for delivering Bids to the School Board of Alachua County Purchasing Department on or before the specified time and date is solely and strictly the responsibility of the Bidder. Bids delivered to any other School Board Department, School, or other administrative site will not be accepted. The official Purchasing Department time/date stamp clock will be used to determine on what date and at what time a Bid is received.**

At this time a public opening of Bids received will be held. At a regularly scheduled meeting of the Board, the Bids as so opened, tabulated and evaluated as prescribed, and with the recommendation of the Superintendent of Schools of this county regarding them, shall be presented to the Board for its consideration. Any Bid accepted or contract awarded shall be to the low responsive and responsible Bidder meeting the requirements of law, State Board of Education rules, School Board policies, and the requirements set forth in this IFB.

**Bid Package:** Mark in lower left-hand corner of the envelope containing your Bid, **"IFB 23-13, INTEGRATED PEST MANAGEMENT PROGRAM", TO BE OPENED AT 3:00 P.M., NOVEMBER 30, 2022.** Mark your company name and address on upper left-hand corner of the envelope. Bids will not be considered unless prepared in ink or typewritten and signed in ink. Sales tax is only applied to materials purchased directly by a prospective Bidder. In all other respects, the School Board of Alachua County is tax exempt.

This IFB, including the General Conditions, Instructions to Bidders–Supplies/Services, any Addenda issued hereto, and the following documents form a part of each Bidder's offer and by reference are made a part thereof:

- BIDDER ACKNOWLEDGEMENT AND ACCEPTANCE FORM
- SUBMITTALS CHECKLIST FORM
- BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS FORM
- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
- JESSICA LUNSFORD ACT – BIDDER AFFIRMATION FORM
- SMALL/MINORITY BUSINESS ENTERPRISE FORM
- COMMON CARRIER INSURANCE WAIVER REQUEST FORM
- INSURANCE CERTIFICATION FORM
- ATTACHMENT A - GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS – SUPPLIES/SERVICES
- ATTACHMENT B - GENERAL/TECHNICAL SPECIFICATIONS
- ATTACHMENT C - FORM OF PROPOSAL AND BIDDER QUESTIONNAIRE
- APPENDIX A – SERVICE SITE DIRECTORY

SUBMITTALS CHECKLIST

This checklist serves to provide the Bidder with a tool to ensure that its Bid contains all required submittals. Bidder shall  each box in the “Verified” column to indicate that the item is included in its Bid. Bidder shall then include the completed checklist in its Bid.

Bidder shall submit one (1) original copy of Bid response only in the following order as indicated below. It is not necessary to return a copy of issued Bid in its entirety.

Verified	Submittal Description	Page Reference
<input type="checkbox"/>	Bidder Acknowledgement and Acceptance Form	1
<input type="checkbox"/>	Debarment Form	5
<input type="checkbox"/>	Jessica Lunsford Act Form	6
<input type="checkbox"/>	Small/Minority Business Enterprise Form	7
<input type="checkbox"/>	Insurance Certification Form	9
<input type="checkbox"/>	Attachment C – Form of Proposal	35-41
<input type="checkbox"/>	Bidder Questionnaire	42-43
<input type="checkbox"/>	References	44-45
<input type="checkbox"/>	Copy of current Pest Control Firm license	18
<input type="checkbox"/>	Copy of current Pest Control Certified Operator’s Certificate	20
<input type="checkbox"/>	Copy of current Identification Card for each assigned Service Technician	20
<input type="checkbox"/>	Bidder IPM Program	34
<b>REMEMBER TO CHECK THE PURCHASING WEBSITE FOR ANY ADDENDA THAT MAY HAVE BEEN ISSUED (<a href="http://www.sbac.edu">www.sbac.edu</a>)</b>		

**FAILURE TO SUBMIT ALL INFORMATION AS REQUESTED WITH BID RESPONSE MAY CAUSE BID TO BE DECLARED NON-RESPONSIVE.**

This form is  applicable to this IFB and **shall** be included in Bidder's Bid (Please reference Attachment A, Item 63 below).

This form is  not applicable to this IFB and **shall not** be included in Bidder's Bid.

**BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS FORM**  
*(To be completed by each Bidder or Bid will be deemed Non-Responsive)*

Name of Bidder: \_\_\_\_\_

Identify the state in which the Bidder has its principal place of business: \_\_\_\_\_

**INSTRUCTIONS: IF your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your Bid. No further action is required.**

**IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your Bid.**

**NOTICE: Section 287.084(2), Florida Statutes, provides that "A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."**

**LEGAL OPINION ABOUT STATE BIDDING PREFERENCES**  
**(To be completed by the Attorney of the Out of State Vendor, Please Select One)**

The Bidder's principal place of business is in the State of \_\_\_\_\_, and it is my legal opinion that the laws of this state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in this state.

The Bidder's principal place of business is in the State of \_\_\_\_\_, and it is my legal opinion that the laws of this state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in this state: **[Attach a document describing the applicable preference(s) and identifying the applicable state law(s)].**

**LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES**  
**(To be completed by the Attorney of the Out of State Vendor, Please Select One)**

The Bidder's principal place of business is in the political subdivision of \_\_\_\_\_, and it is my legal opinion that the laws of this political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal place of business are in this political subdivision.

The bidder's principal place of business is in the political subdivision of \_\_\_\_\_, and it is my legal opinion that the laws of this political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in this political subdivision: ***[Attach a document describing the applicable preference(s) and identifying the applicable authority granting the preference(s)].***

Signature of out-of-state bidder's attorney: \_\_\_\_\_

Printed name of out-of-state bidder's attorney: \_\_\_\_\_

Address of out-of-state bidder's attorney: \_\_\_\_\_

Telephone Number of out-of-state bidder's attorney: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Email address of out-of-state bidder's attorney: \_\_\_\_\_

Attorney's state of bar admission and bar/license #: \_\_\_\_\_

**Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion – Lower Tier Covered Transactions**

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 84.110.

**Instructions for Certification**

1. By signing and submitting the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME  IFB 23-13, Integrated Pest Management Program
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

**JESSICA LUNSFORD ACT – BIDDER AFFIRMATION FORM**

The School Board is required to conduct background screening of Bidders (including its employees, agents, and sub-contractors) that are contracted with the School Board (go to [www.sbac.edu](http://www.sbac.edu) for finger printing and Level 2 screening procedures). Background screening includes submission of Bidder’s fingerprints to the FDLE and FBI. The standards for screening depend on the nature of the work to be performed by Bidder.

- A. If Bidder’s performance either **is** anticipated to result in direct contact with students, or will give Bidder access to or control of school funds, then the screening standard is that Bidder may not have been convicted of a crime involving moral turpitude. The School Board has defined “crimes involving moral turpitude” to include, but not be limited to the following: felony sexual-related crimes, felony child abuse crimes, murder, lewd and lascivious crimes, indecent exposure (if sexual in nature), and felony distribution or sale of controlled substances.
- B. If Bidder’s performance **is not** anticipated to result in direct contact with students, then the screening standard is that Bidder may not have been convicted of any of the following offenses: Any offense listed in s. [943.0435\(1\)\(a\)1.](#), relating to the registration of an individual as a sexual offender; Section [393.135](#), relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct; Section [394.4593](#), relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct; Section [775.30](#), relating to terrorism; Section [782.04](#), relating to murder; Section [787.01](#), relating to kidnapping; Any offense under chapter 800, relating to lewdness and indecent exposure; Section [826.04](#), relating to incest; Section [827.03](#), relating to child abuse, aggravated child abuse, or neglect of a child.

"Convicted" means that there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld. Conviction of a similar offense includes, but is not limited to, a conviction by a federal or military tribunal, including courts-martial conducted by the Armed Forces of the United States, and includes a conviction or entry of a plea of guilty or nolo contendere resulting in a sanction in any state of the United States or other jurisdiction. A sanction includes, but is not limited to, a fine, probation, community control, parole, conditional release, control release, or incarceration in a state prison, federal prison, private correctional facility, or local detention facility.

**Exemptions from fingerprint-based background screening:** If Bidder’s work is non-instructional in nature, then Bidder may be exempt from the background screening requirements above if Bidder meets one of the following criteria: **1)** Bidder is under the direct supervision of a School Board employee or contractor or one or more Bidder employees who have had a criminal history check and meet the screening requirements under s. 1012.32, s. 1012.465, s. 1012.467, or s. 1012.56. "Direct supervision" means that a School Board employee or contractor or one or more Bidder employees is physically present with Bidder when Bidder has access to a student and the access remains in the School Board employee's or the contractor's or one or more Bidder employees’ line of sight; **2)** Bidder is required by law to undergo a level 2 background screening pursuant to s. 435.04 for licensure, certification, employment, or other purposes and Bidder submits evidence of meeting the following criteria: a) Bidder meets the screening standards in s. 435.04, b) Bidder’s license or certificate is active and in good standing, if Bidder is a licensee or certificate-holder, c) Bidder has completed the criminal history check within 5 years prior to seeking access to school grounds when students are present; **3)** Bidder is a law enforcement officer, as defined in s. 943.10, who is assigned or dispatched to school grounds by Bidder’s employer; **4)** Bidder is an employee or medical director of an ambulance provider, licensed pursuant to chapter 401, who is providing medical transportation services; **5)** Bidder remains at a site where students are not permitted and the site is separated from the remainder of the school grounds by a single chain-link fence of 6 feet in height; **6)** Bidder provides pick-up or delivery services and those services involve brief visits on school grounds when students are present.

**However, even if Bidder is an exempt as defined above, Bidder will be subject to a search of Bidder’s name against the registration information regarding sexual predators and sexual offenders maintained by the FDLE under s. 943.043 and the national sex offender public registry maintained by the U.S. Department of Justice. There is no charge for this search.**

**Certification**

By submitting a Bid in response to this IFB, Bidder swears and affirms under penalty of perjury that all of its employees, agents, and sub-contractors will comply with this form, the requirements of the Jessica Lunsford Act, SBAC’s fingerprinting procedures, and the laws of the State of Florida. Failure to comply with this form, the Jessica Lunsford Act, SBAC’s fingerprinting procedures, and the laws of the State of Florida shall constitute a material breach of the contract, and SBAC may avail itself of all remedies pursuant to law. Bidder agrees to indemnify and hold harmless the School Board, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to Bidder's failure to comply with this form, the Jessica Lunsford Act, SBAC’s fingerprinting procedures, and the laws of the State of Florida.

NAME OF BIDDER	BID # AND TITLE
	IFB #23-13, Integrated Pest Management Program
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

## SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM

If applicable<sup>1</sup>, Bidder represents that it is either a

Small Business Enterprise, as defined in FS 288.703(1),

or a

Minority Business Enterprise,

Please circle one or more as applicable

African-American

Hispanic American

Asian American

Native American

American Women

as defined in FS 288.703 (2) and (3), and that it has been certified by one of the following agencies as an MBE:

State of Florida, Department of Management Services, Office of Supplier Diversity

City of Gainesville Florida Small Business Procurement Program

Alachua County Florida Equal Opportunity Division

What is the expiration date on your MBE certificate: \_\_\_\_\_

If you are not a small or minority business enterprise, but intend to subcontract a portion of the services or work described in this IFB to a small or minority business enterprise, please provide the following information:

	<u>Subcontractor Name</u>	<u>Small/MBE Designation (see above)</u>	<u>Estimated Dollar Value of Services</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

NAME OF BIDDER	BID # AND TITLE
	IFB #23-13, Integrated Pest Management Program
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

<sup>1</sup> If Bidder is not a small or minority business enterprise and does not intend to subcontract a portion of the services or work described in this IFB to a S/MBE, then Bidder shall not execute this form.

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COMMON CARRIER INSURANCE WAIVER REQUEST FORM

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This waiver is  applicable to the IFB. This waiver is  not applicable to the IFB.

Bidder certifies that it will provide the commodities or products described herein in accordance with Attachment A, Item 53, and requests a waiver of the insurance requirements contained in the Insurance Certification Form.

If, at any time during the term of the contract and any renewal period, the conditions under which the waiver was granted change, Bidder shall immediately notify SBAC and submit proof of insurance in accordance with the Insurance Certification Form. Failure to provide timely notice or insurance as required herein shall constitute a breach of contract.

If Bidder requests a waiver from the insurance requirements stated herein, then the Insurance Certification Form shall not be included in Bidder's Bid.

NAME OF BIDDER	BID # AND TITLE
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE



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INSURANCE CERTIFICATION FORM

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This form  is applicable  is not applicable to the IFB.

Bidder shall, at Bidder's sole expense, procure and maintain during the term of the Contract, at least the following minimum insurance coverage, which shall not limit the liability of the Bidder:

Applicable  Not Applicable

*Workers Compensation – Coverage A*

- **Statutory**
- **An exemption certificate from the State will be required if Bidder claims exemption from Workers Compensation Insurance**

*Comprehensive General Liability*

- **\$2,000,000 Each Occurrence**
- **\$2,000,000 Per Project Aggregate**
- **\$2,000,000 Products and Completed Operations Aggregate**
- **Premises Operations**
- **Blanket Contractual Liability**
- **Personal Injury Liability**
- **Expanded Definition of Property Damage**

*Comprehensive Automobile Liability (Combined Single Limit)*

- **\$2,000,000 Each Occurrence**

Applicable  Not Applicable  **Professional Liability Insurance - \$1,000,000 Each Occurrence**

Applicable  Not Applicable  **Pollution Liability Insurance - \$1,000,000 Each Occurrence**

Applicable  Not Applicable  **Umbrella/Excess Liability Insurance- \$1,000,000 Each Occurrence**

All policies of insurance shall be rated "A" or better by the most recently published A.M. Best Rating Guide and shall be subject to SBAC approval as to form and issuing company. SBAC shall be named as an **additional insured** in the comprehensive general (including property damage) liability policy within five (5) calendar days prior to Board action on the recommended contract award. Bidder shall furnish SBAC copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder, and which contain the following or equivalent clause: *"Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to SBAC."* **Bidder is NOT authorized to proceed with the services until all the insurance certificates have been received and accepted.** Receipt of certificates or other documentation of insurance or policies or copies of policies by SBAC, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Bidder's obligation to fulfill the insurance requirements herein.

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**By signing this form, Bidder warrants and represents that it will provide the insurance coverage described above and acknowledges that SBAC is relying on the warranties and representations made by Bidder. If selected for contact award, Bidder shall submit the Certificate of Insurance prescribed above on Accord form 25 no later than five (5) calendar days prior to Board action on the recommended award. The Certificate of Insurance shall be sent to the Purchasing Department (By mail or express delivery to: 620 East University Avenue, Gainesville Florida, 32601; by hand to: Purchasing Department located on second floor (Room 02-212) of the District Administration Building at above address; by facsimile transmission to: 844.269.9018).**

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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Inquiries regarding Bidder's insurance coverage and certificates should be addressed to:

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

# ATTACHMENT A

## GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS – SUPPLIES/SERVICES

### 1. DEFINITIONS:

Invitation for Bids (IFB)-a formal request to prospective vendors soliciting bids, which contains the specifications or scope of services and all contractual terms and conditions.

Bid-an offer submitted by a prospective vendor in response to an invitation for bid (IFB).

Offer-a response to an IFB that, if accepted, would bind the vendor making the offer to perform the resulting Contract.

Bidder- an individual, firm, association, joint venture, partnership, syndicate, corporation, or group that submits a Bid in response to an IFB.

Responsive Bidder-a vendor who has submitted a Bid that conforms in all material respects to the requirements stated in the IFB.

Responsible Bidder-a Bidder who has the capability in all respects to perform fully the Contract requirements, and the experience, integrity, reliability, capacity, facilities, equipment, and credit that will assure good faith performance.

Lowest Responsible Bidder-the Bidder that submitted a responsive Bid at the lowest price of all the responsive Bids submitted, and whose past performance and financial capability is deemed acceptable.

Alternate Bid-a sealed Bid that intentionally deviates from the IFB specifications and is submitted by a Bidder for consideration by SBAC (see below).

Contract-The submission of a Bid constitutes an offer by the Bidder. Upon acceptance by School Board of Alachua County ("SBAC"), the Purchasing Department will issue a purchase order(s) for supplies, equipment, and/or services pursuant to the IFB. The Bidder's offer, the IFB document, and the corresponding purchase order(s) constitute the complete agreement between the successful Bidder and SBAC. Unless otherwise stipulated in the IFB documents, no other contract documents shall be issued or accepted.

2. ORDER OF PRECEDENCE: In the event of any inconsistency between Attachment A and the other documents that together comprise this IFB, such inconsistency will be resolved by giving precedence in the following order: (a) specifications or scope of services; (b) drawings; (c) special conditions; (d) Attachment A; (e) other documents, exhibits, and attachments; (f) the Purchase Order(s).

3. GENERAL BIDDERS INFORMATION: Interested Bidders are advised that SBAC will not, unless specified elsewhere in the IFB document, consider Bids that contain an escalation clause, nor may a successful Bidder seek an increase in price of the items awarded to them under this Bid.

It is understood that normal Bid processing time will be 30 - 60 days after the Bid opening date and that Bid prices will be firm through Bid processing time and delivery of items awarded via Purchase Order.

SBAC reserves the right in its sole discretion to waive any irregularities or minor technicalities in Bids received, reject any or all Bids, accept any part thereof, award to other than the low Bidder, award in the best interest of the SBAC, or cancel the IFB at its discretion.

A signed Bid shall be considered an Offer on the part of the Bidder, which Offer shall be deemed accepted upon approval by SBAC. In the event of a default by the Bidder after such acceptance, SBAC may take such action as it deems appropriate including legal action for damages or specific performance.

The successful Bidder shall give first priority to SBAC in the event of a hurricane, flood, or other natural disaster, or any event identified as an emergency by SBAC.

4. BID OPENING: Shall be public at the time and date specified elsewhere in this IFB. It is the Bidder's responsibility to ensure that the Bid is delivered at the proper time and place. Bids received after the date and time specified in the IFB will be returned to the Bidder unopened. Bids received by telephone, telegraph or facsimile transmission will be considered non-responsive.

5. AWARD: SBAC will award a Contract to the lowest responsive and responsible Bidder.

SBAC reserves the right to make award(s) on an individual, multiple, lump sum or low total basis. See also Item 62 below.

6. WORK CONDITIONS/IFB EXAMINATION: Bidders shall become familiar with any work conditions that may, in any manner, affect the work to be performed under the Contract and shall thoroughly examine and be familiar with the IFB requirements. The failure or omission of any Bidder to become familiar with local work conditions or to examine the IFB shall in no way relieve it of its obligations with respect to the IFB or the subsequent Contract.

7. SILENCE OF THE SPECIFICATIONS: The apparent silence of the IFB specifications as to any detail, or the omission from the specifications of a detailed description, concerning any point shall be construed as meaning that only the best commercial practices are to prevail and that only materials of the highest quality and correct type, size, and design are to be used. All interpretations of the specifications shall be made on the basis of this statement.

8. ADDITIONAL TERMS AND CONDITIONS: No additional terms and conditions included with any Bid shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this IFB, whether submitted purposefully through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists, warranties, or shipping documents. It is understood and agreed that only the terms, conditions, and specifications appearing in this IFB are applicable and in full force and effect. The Bidder's authorized signature appearing elsewhere in the IFB attests to this.

9. MANUFACTURER'S NAME AND "OR EQUAL" PRODUCTS: Unless expressly stated otherwise in the IFB, manufacturer's names, trade names, brand names, and catalog numbers listed in the specifications are for the purpose of establishing minimum acceptable levels of quality required by SBAC, and are not intended to limit competition. Unless expressly stated otherwise in the IFB, Bidders may offer any "or equal" product that meets or exceeds the specifications for any items contained herein. For "or equal" Bids, Bidders shall indicate on the Form of Proposal the manufacturer's name and product number proposed. Bidders shall submit with their Bids detailed information (cut sheets, product literature, diagrams, drawings, specifications, etc.) sufficient to allow SBAC to determine whether in fact the proposed "or equal" product(s) meets or exceeds SBAC's minimum requirements, as reflected in the specifications. It is the Bidder's responsibility to submit proof that the proposed "or equal" product does in fact meet or exceed the specifications.

This responsibility does not rest with SBAC. SBAC reserves the right in its sole discretion to determine whether or not the proposed "or equal" product(s) complies or does not comply with the minimum specification requirements. Bids that do not meet or exceed the requirements of the specifications will be deemed non-responsive and will not be further considered for award. If a Bidder fails to note the manufacturer and model number on the Form of Proposal, it will be assumed that it is bidding on the specified product(s).

SBAC reserves the right to request from Bidders separate manufacturer certification of all statements made in the Bids.

10. TIE BIDS: shall be resolved in accordance with Board Policy 6320, section titled "Identical Low Bids."
11. FORM: Bids must be typed or printed in ink on the form contained in or prescribed by the IFB and shall bear the original signature and name of the company employee authorized to execute Contracts on behalf of their firm.
12. COMMUNICATION WITH SBAC EMPLOYEES: Prior to the IFB due date and during evaluation of Bids by SBAC, communication with SBAC employees other than the Purchasing Agent regarding the IFB and the contents therein is prohibited, and shall constitute good cause for disqualifying a Bidder. The Purchasing Department shall issue any material instructions, interpretations, or directions regarding the IFB in writing.
13. CONFLICT OF INTEREST: Contract award is subject to the provisions of 112, F.S. Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of SBAC. Further, all Bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the Bidder's firm or any of its branches.
14. LOBBYING: BIDDERS ARE HEREBY ADVISED THAT THEY ARE NOT TO LOBBY WITH ANY SBAC PERSONNEL OR BOARD MEMBERS REGARDING THIS BID. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED TO AND PROCESSED BY THE PURCHASING DEPARTMENT.
- LOBBYING IS DEFINED AS ANY ACTION TAKEN BY OR ON BEHALF OF ANY BIDDER INTENDED TO DIRECTLY OR INDIRECTLY INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR SBAC PERSONNEL AFTER BID ADVERTISEMENT AND PRIOR TO THE BOARD'S VOTE ON THE AWARD OF THIS CONTRACT.
- ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES.
- VIOLATION OF THIS PARAGRAPH WILL RESULT IN DISQUALIFICATION OF THE BIDDER.
15. COLLUSION: The Bid shall be made without any previous understanding, agreement, or connections with any persons, firms, or corporations making a Bid on the same items and shall be in all respects fair and in good faith without any outside control, collusion, or fraud.
16. INTERPRETATION OF BIDDING DOCUMENTS AND ADDENDA: No interpretation of the meaning of the IFB documents, and no correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally. To be enforceable, all requests for interpretation, correction, or clarification of the IFB documents shall be made by Bidders no later than 72 hours (weekends, holidays not included) prior to the IFB due date and time. All such requests must be in writing and received by SBAC Purchasing Department no later than 72 hours (weekends, holidays not included) prior to the IFB due date. Following review of such requests by the Purchasing Department, any necessary interpretations and supplemental instructions will be in the form of written Addenda to the IFB documents. Only the interpretation or correction so given by the Purchasing Agent or his authorized designee, in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret, the IFB documents. Bidders should address any questions regarding this Bid to SBAC Purchasing Department, at A/C 352-955-7582.
- It is the responsibility of the Bidder to frequently check the SBAC Purchasing website at [www.sbac.edu/~purchase/bidop.htm](http://www.sbac.edu/~purchase/bidop.htm) to ascertain if any addenda have been posted, to obtain all such addenda, and to return or acknowledge all addenda as required by the IFB documents.
17. LINE ITEM BID CORRECTIONS: The use of correction fluid or erasures to correct line item Bid prices and/or quantities is not acceptable. Corrections must be made by striking through the incorrect information, writing the correct information next to the strikeout, and initially all changes. Correction fluid or erasure corrected Bids will be considered non-responsive for the corrected items only.
18. BIDDER'S ERRORS: Where unit price and total price cannot be reconciled, the quoted unit price shall govern. Where numerical price and written price cannot be reconciled, the written price shall govern.
19. BID WITHDRAWAL, CORRECTION: Prior to the date and time of the public Bid opening specified in the IFB, Bidders may withdraw or correct Bids. No withdrawal or correction will be permitted after the IFB Bid opening date and time.
- A request for Bid withdrawal must be in writing, addressed to SBAC Purchasing Agent, and containing the legally binding signature of the Bidder desiring to withdraw the Bid. A verbal request to withdraw a Bid will not be accepted. A Bid withdrawal request must be received in sufficient time for the Purchasing Department to effect the withdrawal.
- A potential Bidder desiring to correct or amend its Bid must do so by replacing the Bid package currently in the Purchasing Department's possession with a new Bid package, which must meet the requirements of the IFB and be properly sealed and identified in order to be considered for award. An amended or corrected Bid package must be accompanied by a letter requesting that it be substituted for the Bid currently in the possession of the Purchasing Department, must be addressed to SBAC Purchasing Agent, and contain the legally binding signature of the Bidder desiring to correct or amend its Bid. Such a request must be received in sufficient time for the substitution to be made.
20. ONE PRICE ONLY: Bidders shall submit only one price for each product or service listed. If multiple prices are proposed for any single product or service, the Bid will be rejected for that item only.
21. ALTERNATE BID: shall be clearly identified as such on the outside of the Bid package by using the term "ALTERNATE BID" (see page two for additional packaging instructions). If an Alternate Bid is accepted, SBAC will cancel the current procurement and develop a new IFB using as the basis for its specifications the product and/or services contained in the Alternate Bid. Sole source Alternate Bids will typically not be considered by SBAC.
22. BUDGETARY LIMITATIONS: SBAC reserves the right to reject any item or items and/or increase or decrease quantities as required due to budgetary limitations. SBAC also reserves the right to issue Purchase Orders on Bid prices for delivery through the effective date of the Bid.
23. QUANTITY ESTIMATES: Quantities shown are estimated amounts only and are presented to assist Bidders in the development of their Bids. Actual quantities of purchase may be more or less than the amounts shown. Unless specifically addressed and authorized elsewhere in the IFB, minimum cost or quantity order requirements are not allowed. Bids received that have minimum order or cost requirements will be considered non-responsive for the qualified item or lot only, and shall be considered for award for any other items Bid that are responsive in accordance with the requirements of the IFB.
24. SAMPLES: If required, samples submitted by the Bidder, unless elsewhere indicated in this IFB, shall become the property of the SBAC. Samples shall be provided at no cost to the SBAC. Samples must be sealed in a closed envelope, box, or other packaging in such a manner that the sample itself cannot be viewed until the sealed package is opened. The sealed package must be labeled with the IFB number, IFB title, and the IFB opening date and time.
- Unless otherwise specified, all samples must be submitted to the Purchasing Department.

25. **CONDITION OF PRODUCT/SERVICES:** Unless addressed elsewhere in the IFB, all specified products contained in each Bid shall be new, the latest model manufactured, first quality, carry the manufacturer's standard warranty, and meet or exceed the specifications. Used, re-manufactured or reconditioned product, unless specifically authorized elsewhere in the IFB, will not be considered. Any Bidder proposing such items will be deemed non-responsive.
- At any time subsequent to Contract award, SBAC reserves the right to have the product tested for compliance with the specifications by qualified in-house staff or a qualified independent testing laboratory. In the event the product fails the test, the successful Bidder shall replace the defective product(s) at its sole expense, and shall reimburse SBAC for all material and labor costs, if any, associated with installing the non-conforming products.
- In accordance with the IFB, Bidder shall perform all services in a thorough, efficient, and professional manner promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials. If all or any part of the services is found by SBAC to be defective (regardless of whether or not payment for such services has been made by SBAC to Bidder) for reasons attributable to Bidder, Bidder shall refund that portion of compensation made by SBAC for that aspect of the services found to be defective or, at the sole discretion of SBAC, shall reperform the defective services at no cost to SBAC.
26. **FAILURE TO ENFORCE PERFORMANCE:** The waiver by SBAC of any breach or the failure by SBAC to enforce at any time, or for any period of time, any of the terms and conditions of the Contract, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Contract and shall not be construed to be a waiver of any provision, except for the particular instance.
27. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the successful Bidder(s), purchases may be made under this Bid by other governmental agencies within the State of Florida. The same terms and conditions as stated herein shall govern such purchases.
28. **FLORIDA STATE CONTRACTS, "SNAPS" AGREEMENTS, FLORIDA DEPARTEMNT OF EDUCATION CONTRACTS; OTHER CONTRACTS:** if a Bidder currently holds a contract with the State of Florida, Department of Management Services, Division of Purchasing or the Florida Department of Education, to supply the products or services described in this Bid, the Bidder shall quote not more than the prices listed in these approved contracts. Failure to comply with this request may result in disqualification. The purchasing department reserves the right to reject all Bids and purchase from State contracts, SNAPS Agreements or FDOE contracts, if it is in the best interests of SBAC to do so.
- SBAC further reserves the right to utilize any other District contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBAC policy and/or State Board Rule 6A-1.012(6) in lieu of any Bid received as a result of the IFB, if it is in its best interests to do so.
29. **EVALUATION CRITERIA:** In addition to evaluation criteria that may be specified elsewhere in the IFB, unsatisfactory performance by a Bidder on previous Contracts with the SBAC, or with other State or local governments, will be considered during evaluation and may be sufficient cause not to award.
30. **BIDDER REPRESENTATIONS AND QUALIFICATIONS:** Bidder warrants and represents itself to be experienced and an expert in the furnishing of goods and/or services described in the IFB. By submitting a signed Bid, Bidder acknowledges that SBAC is relying on the representations and warranties made by the Bidder.
31. **DISPUTE:** With respect to a protest of the specifications contained in an IFB, the notice of protest shall be filed in writing within seventy-two (72) hours after posting of the IFB on the Purchasing Department's Bid Opportunities web page, and a formal written protest shall be submitted within ten (10) calendar days after the date of filing the notice of protest, for the protest to be considered.
- Bid tabulations with recommendations will be posted on the Purchasing Department's Bid Opportunities web page. Any Bidder who disputes the Contract award recommendation of any Bid shall file a notice of protest in writing within seventy-two (72) hours of the Bid tabulation posting and submit a formal written protest within ten (10) calendar days after the date of filing the notice of protest.
- The formal written protest shall state with particularity the facts and Law upon which the protest is based. Failure to file a protest within the prescribed time, in accordance with 120.57(3), F.S. and in accordance with the procedures set forth in Paragraph 31, shall constitute a waiver of proceedings under Chapter 120, F.S. After the seventy-two (72) hours and ten (10) calendar days have passed without protest, the Board will not consider any protest as being valid. Any notice of protest or formal written protest of the specifications or contract award recommendation shall be filed with the Purchasing Agent.
32. **BID TABULATIONS:** Bid tabulations with recommendations will be posted on the Purchasing Department's Bid Opportunities web page and will also be available for review in the Purchasing Department.
33. **NOTIFICATION OF AWARD:** Unsuccessful Bidders will not receive notification of award. Bid tabulations with recommendations will be posted on the Purchasing Department's Bid Opportunities web page.
34. **DELIVERY:** Unless elsewhere specified, delivery shall be F.O.B. Destination SBAC, with title passing to the School Board of Alachua County upon receipt and acceptance of the goods and/or services.
- Time is of the essence. Delivery and/or service completion dates contained in the IFB, or proposed by the successful Bidder and accepted by SBAC, shall be firm. The Purchasing Department must approve in writing any deviation from the Contracted delivery and/or service completion dates. Failure to complete the Contract within the time agreed upon or cancellation of any item(s) awarded may result in termination of the Contract and debarment of the Bidder from doing business with SBAC.
35. **TAX EXEMPTIONS:** SBAC is exempt from any taxes imposed by the State and/or Federal Government (State Sales Tax Exemption Certificate No. 85-8012621709C-5 and Federal Tax ID #59-60005000). This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of SBAC real property as defined in F.S. 192. Tax exemption certificates.
36. **SAFETY STANDARDS:** At a minimum, Bidder warrants that the supplies/services provided to SBAC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered a breach of the Contract.
- Bidder will also observe and comply with all safety requirements mandated by Board policy, as well as any specific school and department practices. Failure to comply with these minimum safety requirements will be considered a breach of the Contract. Further, the Bidder may be disbarred from participating in any IFB, Request for Quotation, and other purchases of goods and services made by SBAC for a period of 12 months.
37. **MATERIAL SAFETY DATA SHEETS:** Any items Bid that contain substances found on the current State of Florida Toxic Substances List must include with shipment the appropriate Materials Safety Data Sheets (MSDS), in accordance with F.S. 442.106.

38. **INSPECTIONS:** All goods and/or services are subject to inspection after receipt at destination. Items or services that deviate from the specifications or otherwise fail to conform to the requirements of the IFB will be returned and/or re-performed at the Bidder's risk and expense.
39. **FACILITY INSPECTION:** SBAC reserves the right to inspect or have its representatives inspect the Bidder's facilities, including those of its subcontractors, if any, at any reasonable time.
40. **BIDDER PERSONNEL:** Bidder shall have an adequate number of qualified personnel, who are thoroughly trained and experienced in accordance with industry standards and the requirements of the IFB, to provide the goods and/or services described herein.

Personnel performing services on any SBAC site shall be permanent (full or part-time) employees of the Bidder, unless written permission to use temporary employees is provided by the Purchasing Agent or their designee, who are 18 years or older and who have not been convicted of a felony or first degree misdemeanor. Any Bidder employee involved in any F.S. 435 (Employment Screening) offenses is precluded from working or continuing to work site and shall be replaced. Failure to comply with this requirement may result in Contract termination at the sole discretion of SBAC. Lack of knowledge by Bidder will in no way relieve Bidder from its responsibilities hereunder.

Personnel performing services on any SBAC site shall adhere to SBAC rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, including tobacco and tobacco products, prohibition of the possession of fire arms – either on their person or in their personal or company-owned vehicle, and any other restrictions that may apply.

When accessing any SBAC site, Bidder shall notify department or school personnel and follow customary sign-in procedures. All Bidder personnel shall wear clothing identifying them as an employee of the Bidder (name/logo) and have in their possession at all times a form of picture identification (drivers license, company ID card), which shall be presented immediately upon request of SBAC personnel.

41. **DELIVERY NOTICE:** Unless specified elsewhere, the successful Bidder shall notify SBAC forty-eight (48) hours prior to delivery of product or services provided pursuant to the IFB to ensure availability of receiving personnel. SBAC reserves the right of refusal at delivery location if such prior notice has not been received.
42. **INVOICES:** Unless specified elsewhere, invoices shall be submitted in accordance with one of the following options: Hard copy, in duplicate, to SBAC at Accounts Payable Department, 620 East University Avenue, Gainesville, FL 32601, or via email to [accountspayable@gm.sbac.edu](mailto:accountspayable@gm.sbac.edu). All invoices shall, at a minimum, include the following:
- ✓ IFB #;
  - ✓ Purchase Order #;
  - ✓ Description of goods and/or services, including quantities;
  - ✓ Awarded unit price(s) and extended total(s)

Payment shall be made for goods and/or services provided in accordance with the IFB, completed in full or in substantial quantity, inspected and found to be in compliance with the specifications, and properly invoiced. Payment terms are Net 30 days. The number of days will be computed from the date of the invoice, which shall not be before the day the goods or services are received or provided. Discounts are encouraged and should be included on any invoice when available.

SBAC will not process, and Bidder waives all rights to payment, invoices submitted more than 180 days after the date the goods or services were delivered or performed. Any exception to the 180-day rule must be approved in advance by the Purchasing and Finance Departments.

43. **PUBLIC ENTITY CRIMES AFFIDAVIT:** A person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Bidder list.
44. **LICENSING/PERMITS:** Prior to starting work, the successful Bidder shall have obtained any and all licenses and permits required by Federal, State, or Local Governments.
45. **REGULATORY COMPLIANCE:** Bidder shall comply with all applicable federal, state, county, and municipal statutes, regulations, ordinances, and rules pertaining to the furnishing of services and/or goods described in the IFB.
46. **TERMINATION FOR CONVENIENCE:** SBAC shall have the right to terminate any Contract resulting from this solicitation, or any portions thereof, for its convenience upon ten (10) days advance written notice to the Bidder. SBAC shall compensate the Bidder for services satisfactorily rendered through the date of termination. SBAC shall not be obligated hereunder nor likewise liable to pay the Bidder any other costs, losses, damages or expenses arising out of or related to the termination of this contract or any services performed hereunder.
47. **TERMINATION FOR DEFAULT:** SBAC reserves the right to terminate any Contract resulting from this IFB for failure of the Contracted Bidder to adhere to the terms and conditions as specified herein, upon ten (10) days advance written notice to the Bidder. In the event of Contract termination for cause, SBAC may re-procure the supplies and/or services from any other source or sources and the defaulting Bidder shall reimburse SBAC any excess costs incurred thereby.
48. **INDEPENDENT CONTRACTOR:** Bidder(s) shall have the status of an independent contractor. Bidder(s) shall have no right or power to enter into any contract or commitment on SBAC's behalf. Bidder shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and subcontractors. If SBAC shall be required by law to pay any contribution, tax or penalty because of Bidder's failure to do so, Bidder shall forthwith reimburse SBAC for the entire amount so paid by it.
49. **SUBCONTRACTS:** The Bidder shall not delegate the performance of the services or furnishing of goods in whole or in part, nor retain any contractor to provide any of the services or goods, without first obtaining the written consent of the Purchasing Department.
50. **ASSIGNMENT:** Any Contract between the successful Bidder and SBAC shall not be assigned by the successful Bidder without first obtaining the written consent of the Purchasing Department. Assignment of the Contract or any portion thereof without such written permission shall be grounds for immediate termination.
51. **ANTI-DISCRIMINATION/EQUAL OPPORTUNITY:** Bidder certifies that it is in compliance with the non-discrimination clause contained in Executive Order 11246, as amended by Executive Order 11375, regarding equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.



Further, except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

52. **DISCRIMINATION:** An entity or affiliate who has been placed on the State of Florida discriminatory bidder list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

53. **COMMON CARRIER WAIVER:** In the event Bidder and its employee's will not enter onto SBAC property during the base contract term and any renewal period and if all product or commodity deliveries are made by common carrier, and not by vehicles owned or operated by Bidder, during the base contract term and any renewal period, then Bidder may complete the Common Carrier Insurance form included herein to request an exemption from the IFB's insurance requirements described the Insurance Certification Form.

54. **INDEMNIFICATION/HOLD HARMLESS AGREEMENT:** Bidder shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless SBAC, its elected officials, employees, and agents from and against any and all claims, actions, liabilities, losses (including economic losses), costs, including attorney's fees, arising out of any actual or alleged: (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Bidder, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or (b) violation of law, statute, ordinance, rule, regulation, or infringement of patent rights by Bidder in performance of the work described herein; or (c) liens, claims or actions made by the Bidder or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any costs or expenses, including attorney's fees, incurred by SBAC to enforce this agreement shall be borne by the Bidder.

Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the Bidder recognizes that and covenants that is has received consideration for indemnification provided herein.

The Bidder recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of the first invoice and other good and valuable consideration provided by SBAC in support of this indemnification in accordance with the laws of the State of Florida. This article shall survive the termination of this Contract.

55. **DEFAULT:** In addition to other rights and remedies provided herein, in the event the successful Bidder should breach this Contract, SBAC reserves the right to seek all remedies in law and/or in equity. This provision shall survive termination of the Contract, including without limitation termination for convenience

56. **RICHARD B. RUSSELL NATIONAL SCHOOL LUNCH ACT'S BUY AMERICAN PROVISION:** To the maximum extent practicable, the School Board of Alachua County Food Service Department is required to purchase only domestically grown and processed foods, which are defined as commodities or products produced and processed in the United States substantially using agricultural commodities that are produced in the United States. For the purposes of this provision, "substantially" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically. Bidder certifies that each item contained in its Bid complies with Richard B. Russell National School Lunch Act's Buy American Provision and that at least 51% of the content of each item contained in its Bid consists of agricultural products that were grown domestically. Bidder shall provide documentation verifying domestic origin of products. If a food product(s) does not meet the standards, criteria or intent of the Act, Bidder shall inform SBAC of this fact and SBAC will make the final decision on purchasing the product, in accordance with the best interests of the non-profit child nutrition program.

57. **CONE OF SILENCE:** A Cone of Silence is in effect for this IFB as of the date of its advertisement on the SBAC Purchasing Department Web Page, which is located at [www.sbac.edu/~purchase/bidop.htm](http://www.sbac.edu/~purchase/bidop.htm). The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award.

The Cone of Silence prohibits any communication regarding this IFB between:

- A. a potential vendor, service provider, Bidder, lobbyist, or consultant and the staff of the Alachua County Public Schools, including school principals; and
- B. a potential vendor, service provider, bidder, lobbyist, or consultant and any one or more of the School Board members or members-elect.

Unless specifically provided otherwise in the IFB, the Cone of Silence does not apply to the following:

- A. Communications between a potential vendor, service provider, Bidder, lobbyist, or consultant and the SBAC's Purchasing Department;
- B. Communications between a potential vendor, service provider, Bidder, lobbyist, or consultant and the SBAC's Staff Attorney or School Board Attorney; and
- C. Communications at duly noticed pre-bid meetings and site visits prior to bid opening or post bid-opening meetings and site visits, which are administered by the Purchasing Department prior to issuance of a written recommendation of contract award.

The Cone of Silence terminates at the time the School Board acts on a written recommendation from the Purchasing Department regarding contract award; provided, however, that communications are permitted when the School Board receives public comment at the meeting when the recommendation is presented.

Violation of this article by a potential vendor, service provider, Bidder, lobbyist, or consultant may, in the discretion of SBAC, result in rejection of said Bidder, proposer, respondent and/or representative's bid, proposal, or offer and may render any contract award to said Bidder, proposer or respondent voidable.

58. **LEASE OR MAINTENANCE AGREEMENT TERMINATION:** Any lease agreement established herein is contingent on annual appropriations by SBAC. SBAC's fiscal year begins July 1 and ends June 30. SBAC makes appropriations through its budget process that is normally concluded in the month of September. In the event funding of this lease agreement is not approved for any year during its term, SBAC will give notice to successful Bidder no later than September 30, and this lease agreement will terminate thirty (30) calendar days after this notice. At that time, the leased equipment will be returned to successful Bidder and all obligations of the parties to each other shall cease.

Any maintenance agreement established herein is contingent on annual appropriations by SBAC. SBAC's fiscal year begins July 1 and ends June 30. SBAC makes appropriations through its budget process that is normally concluded in the month of September. In the event funding of this maintenance agreement is not approved for any year during its term, SBAC will give notice to successful Bidder no later than September 30, and this maintenance agreement will terminate thirty (30) calendar days after this notice. At that time, all obligations of the parties to each other shall cease.

59. LIFE CYCLE COSTING: If so specified in the IFB, SBAC may elect to evaluate equipment proposed on the basis of total cost of ownership. In using life cycle costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. SBAC reserves the right to use these or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
60. WARRANTY OF ABILITY TO PERFORM: Bidder warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Bidder's ability to satisfy its Contract obligations. It shall be the responsibility of Bidder to notify SBAC's Purchasing Department if its ability to perform is compromised in any manner during the term of the Contract. In the event Bidder files for bankruptcy, insolvency, or receivership, SBAC may, in its sole discretion, terminate and cancel this Contract, with no penalty whatsoever, in which all rights hereunder shall immediately cease and terminate.
61. RECORDS RETENTION AND ACCESS: Bidder shall retain records associated with the goods and services purchased herein for a period of three years following final payment. Bidder shall, with reasonable notice, provide SBAC access to these records during the above retention period.
62. CONFIDENTIAL INFORMATION: Bidder recognizes and acknowledges that Bidder, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to SBAC networks (hereinafter "Confidential Information"). Bidder agrees that neither it nor any agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of the contract resulting from this IFB, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SBAC in writing, any Confidential Information. In addition, following fulfillment of all contractual obligations hereunder, Bidder, its agents, employees, officers, and subcontractors shall either destroy or return to SBAC all Confidential Information. With 72-hours written notification, SBAC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the Bidder's facilities and equipment.
63. FLORIDA PREFERENCE: When applicable and pursuant to §287.084 Florida Statutes, award recommendations shall make appropriate adjustments to pricing when considering Bids from Bidders having a principal place of business outside the State of Florida. When applicable, all Bidders must complete and include Bidder's Statement of Principal Place of Business with its Bid. Failure to comply shall render its Bid non-responsive and therefore not subject to contract award.
64. Bidder is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of Bidders duties under this IFB, and will specifically: a. Keep and maintain public records required by SBAC to perform the service; b. Upon request from SBAC's custodian of public records, provide SBAC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law; c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Bidder does not

transfer the records to SBAC; d. Upon completion of the contact, transfer, at no cost, to SBAC all public records in possession of Bidder or keep and maintain public records required by SBAC to perform the service. If Bidder elects to transfer all public records to SBAC upon completion of the contract, Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Bidder keeps and maintains public records upon completion of the contract, Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBAC, upon request of the SBAC's custodian of public records, in a format that is compatible with the information technology systems of SBAC.

65. NONACADEMIC COMMODITIES AND SERVICES: In accordance with §1010.04 Florida Statutes, SBAC has reviewed the purchasing agreements and state term contracts available under §287.056 Florida Statutes for the nonacademic commodities or contractual services described in this IFB. This review requirement does not apply to commodities or services eligible for reimbursement under the federal government's E-rate program, which is administered by the Universal Service Administrative Company.
- ITEMS 66-74 APPLY ONLY TO WORK FUNDED IN WHOLE OR IN PART BY FEDERAL GRANTS. SBAC WILL INDICATE IN THE "BIDDER ACKNOWLEDGEMENT AND ACCEPTANCE FORM" ABOVE WHICH OF THESE ITEMS APPLY TO THE WORK TO BE PERFORMED BY THE SUCCESSFUL BIDDER(S).
66. COPELAND "ANTI-KICKBACK" ACT: All Bidders and their subcontractors shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") on all federally funded contracts exceeding \$2,000. The Act provides that each Bidder is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. SBAC will report all suspected or reported violations to the Federal awarding agency.
  67. DAVIS BACON ACT (as amended (40 U.S.C. 3141-3148)). As required by Federal program legislation, Bidders shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") on all federally funded contracts exceeding \$2,000. In accordance with the statute, Bidders must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Bidders must pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor is included herein. Subsequent wage determinations will be made available to the successful Bidder during the term of the contract as updated by the Department of Labor. Contract award is conditioned upon the acceptance of the wage determination(s) by Bidders. SBAC will report all suspected or reported violations to the Federal awarding agency.
  68. CONTRACT WORK HOURS & SAFETY ACT (34 CFR 80.36(i)(6)): Bidders and their subcontractors shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations, 29 CFR, Part 5. This applies to all construction work >\$2,000 and to other work >\$2,500 that involves mechanics and laborers.
  69. CLEAN AIR ACT (42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED: For Contracts exceeding of \$150,000, Bidder shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

70. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352): For Contracts exceeding \$100,000, Bidders shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to SBAC.
71. SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT: The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
72. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
73. DRUG-FREE WORKPLACE CERTIFICATION: Tie Bid preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendor(s) have a drug-free workplace program. In order to have a drug-free workplace program, a business shall: a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and specifying the actions that will be taken against employees for violations of such prohibition; b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; c) Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1); d) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States, or any state, for a violation occurring in the workplace no later than five (5) days after such conviction; e) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted; f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
74. ENERGY POLICY AND CONSERVATION ACT [APPENDIX II TO 2 CRF 200]- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C 6201).
75. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES: A Bidder that, at the time of bidding or submitting a Bid for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more." Section 215.473 defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit." By submitting a response to this IFB, Bidder certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473. Any Bidder awarded a contract as a result of this IFB shall be required to recertify at each renewal of the contract that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. SBAC may terminate any contract resulting from this IFB if Bidder or a related entity as defined above is found to have submitted a false certification or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Notwithstanding the preceding, SBAC reserves the right and may, in its sole discretion, on a case by case basis, permit a Bidder on such lists to be eligible for, bid on, submit a proposal for, or enter into or renew a contract, should SBAC determine that the conditions set forth in Section 287.135(4) are met.
76. E-VERIFY: (A) Pursuant to Fla. Stat. § 448.095, effective January 1, 2021, Bidder shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Contract; (B) Subcontractors and Consultants: (i) Bidder shall require all subcontractors and consultants performing work under this Contract to use the E-Verify system for any employees they may hire during the term of this Contract, (ii) Subcontractors and Consultants shall provide Bidder with an affidavit stating the subcontractor or consultant does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095, (iii) Bidder shall maintain a copy of all affidavits, (iv) Bidder shall, within 24 hours of request by SBAC, provide a copy of affidavit to SBAC; (C) Bidder must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Bidder's E-Verify number; (D) Failure to comply with this provision is a material breach of the Contract, and SBAC may choose to terminate the Contract at its sole discretion. Bidder may be liable for all costs associated with SBAC securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).



ATTACHMENT B  
GENERAL/TECHNICAL SPECIFICATIONS  
IFB 23-13  
INTEGRATED PEST MANAGEMENT PROGRAM

The School Board of Alachua County (“SBAC” or “District”) is seeking prospective Bidders to respond to this Invitation For Bid (IFB) to provide and deliver the services specified herein, in accordance with the following specifications.

**1. Scope of Service:** The purpose of this IFB is to select a service provider (hereinafter “Bidder”), secure firm prices and establish a contract for the provision of Integrated Pest Management (IPM) services that are common and necessary to the operations and infrastructure of an educational facility. SBAC currently serves a population of approximately 28,000 students, located in forty-four (44) schools and centers. The District also maintains seven (07) other ancillary sites and approximately three hundred twenty-five (300) portable buildings. The total of areas to be serviced under the IPM program within the District is approximately 5,049,037 square feet.

Pest control generally includes the use of any method or device or the application of any substance to prevent, control or eliminate any pest including, but not limited to, insects, vermin, rodents, bats, and other identified pests in, on, or under a structure, lawn or ornamental.

IPM, as referenced in Section 482.021(15), Florida Statutes, is an environmentally sensitive approach to pest control that utilizes continuous inspection, monitoring and record keeping in determining if and when treatments are needed, and employs a combination of strategies and tactics to keep pest populations low enough to prevent damage or annoyance. When a pest infestation is detected, biological, physical, mechanical, educational, and chemical methods are employed in a site-specific combination to solve the problem. Uses of pesticides and/or rodenticides are permitted only as a limited supplemental method of control when other control methods are ineffective or incapable of accomplishing control within reasonable time parameters. When applicable, pesticide selection shall be made so as to create the least risk or actual harm to person, property, and/or the environment.

The scope of this agreement shall require Bidder to provide IPM program services on a scheduled basis at all designated facilities within the District (“service sites”). Bidder shall have the capability to respond to emergency service calls within the established service time. It shall be the responsibility of Bidder to provide all qualified labor, technical expertise, supervision, customary tools and equipment, materials and supplies, transportation and other services that are necessary for the proper execution and completion of the contract. In addition to the core services, Bidder may periodically be required to perform other supplemental services, as specified herein, commonly provided by pest control firms.

Bidder shall devote, and cause its personnel to devote, such time, attention, best skill and judgment, knowledge and ability as is necessary to perform all services in a manner that is safe, effective, efficient, environmentally acceptable, compatible with industry standards, and compliant with all regulatory requirements.

**2. Tentative Schedule:**

- January 10, 2023 ..... Invitation for Bid Issued
- January 18, 2023 ..... MANDATORY Pre-Bid Conference
- January 20, 2023..... Last Day to Submit Questions
- January 25, 2023..... Bid Due Date
- February 07, 2023 ..... Planned Award Date
- February 08, 2023 ..... Commencement of Services

**3. Service Conditions:** Reference Attachment A, “6. Work Conditions/IFB Examination”. In addition...Bidder is advised to carefully examine all IFB specifications and to become thoroughly informed regarding any and all conditions and requirements that may affect the services to be provided under this contract. One or more service sites shall be made available for inspection upon request by Bidder.

Any answers to questions given at the optional site visit shall be preliminary (non-binding). Official answers to submitted questions shall be made via addendum to IFB, and posted on the Purchasing Department website. Service site inspection shall be by appointment only, and shall be scheduled by contacting the Purchasing Department.

**4. Contract Management:** All day-to-day operational aspects of contract services shall be coordinated with one (01) or more designated staff at each service site (hereinafter “Site Administrator”), under the direction of the District Environmental Coordinator (hereinafter “District Representative”) and authority of the SBAC Facilities Department. All work shall be subject to periodic review by District Representative to ensure compliance with contract specifications, time schedule, and established quality standards.

**5. Award:** In order to meet the needs of service sites, and in the best interest of the District, award shall be made on an all-or-none basis to the low, responsive and responsible Bidder in the opinion of the School Board. In making recommendation for award, the Purchasing Department shall take into consideration the qualifications of Bidder, including relevant expertise, experience, and capacity to perform the requirements as specified herein. The District may also consider other criteria during the Bid evaluation process including past performance, and any noted exceptions or deviations from Bid specifications.

**6. Contract Term/Renewal Option:** The contract term shall be approximately two (02) years, beginning February 08, 2023, and ending January 31, 2025. Thereafter, the contract may be renewed for two (02) additional one (01) year periods under the same terms and conditions as the original contract, with the consent and agreement of both parties. If recommending renewal of contract, the Purchasing Department shall send an offer letter to Bidder at least forty-five (45) days prior to the end of the current contract period. Bidder shall be notified when the recommendation has been acted upon by the School Board.

**7. Contract Value:** The total expenditure in the District for IPM contract services for calendar year 2021 is estimated to have been approximately \$74,750.00, including supplemental services. This estimate is intended as a guide in submitting your Bid. Even though this estimate is based on actual historical usage, it does not constitute a guarantee of purchase, and actual expenditures may be more or less than indicated. No volume of services is guaranteed nor implied by SBAC under this contract.

**8. Bidder Qualifications:** SBAC has established minimum Bidder qualifications and, at its sole discretion, may request the apparent low Bidder to provide evidence demonstrating that they have the experience and capacity to comply with the provisions of the pending contract. In order to be considered for award, each prospective Bidder shall meet the following criteria:

- A. Established Business: Bids shall only be considered from established firms, licensed and insured within the State of Florida, whose sole or primary business includes the provision of pest control services to commercial (business/institutional) accounts. Bidder shall have been continuously engaged in the specified services as the same legal entity within the State of Florida for a minimum of three (03) consecutive years. Demonstration of past successful experience in the commercial application of Integrated Pest Management (IPM) principles and practices within the State of Florida shall be required. References relating to service experience and product acceptability shall be verifiable. Negative references, in the opinion of SBAC, may be cause for disqualification of Bidder;
- B. Licensure: Bidder (firm) shall be licensed and insured to perform the services within the limits of Alachua County, Florida. Specifically, Bidder shall possess and maintain for term of contract a Pest Control Firm license issued by the State of Florida, Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control, pursuant to Chapter 482, Florida Statute. It shall be the responsibility of Bidder to advise District if license has ever been suspended, revoked, or denied renewal.
- C. Location: Bidder shall be located and maintain a fully operational and staffed dispatch facility within reasonable proximity (contiguous counties) of Alachua County limits to ensure compliance with the service time requirements of contract. SBAC reserves the right to waive this requirement should Bidder be able to demonstrate, to the complete satisfaction of District, its capability in providing efficient and timely service in support of this contract.
- D. Service: Bidder shall have at time of Bid due date, adequate organization, equipment, facilities, supervision, technical expertise, and qualified personnel to ensure competent, prompt and efficient service on a District-wide basis in support of this contract. Specific qualification criteria as appropriate to personnel and service level is further delineated herein.
- E. Financial Capacity: Bidder shall be in sound financial condition and have the financing necessary to adequately maintain the organization, facilities, equipment, and personnel required in the performance of contract.

SBAC reserves the right to inspect and approve the organization, operation, equipment, and facility(s) of apparent low Bidder prior to, and at any reasonable time after award of contract, and to make sole and final determination as to Bidder's compliance and capability in meeting the requirements of IFB. Bidder shall be responsible for providing any further evidence and support documentation as deemed appropriate by District within three (03) business days of request. Should SBAC determine, in its opinion, that Bidder does not meet any of the IFB qualification requirements or have the ability or capacity to provide the services as required in this contract, the District may reject the Bid and evaluate next apparent lowest Bidder.

**9. Omissions from the Specifications:** Reference Attachment A, "7. Silence of the Specifications": In addition...The apparent silence of this specification on any details, or omissions from them of a detailed description, concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that all specified services are performed in a professional, efficient and timely manner in compliance with District and industry standards, and all regulatory requirements. All interpretations of this contract shall be made upon the basis of this statement.

**10. Regulatory Compliance:** Reference Attachment A, "45. Regulatory Compliance": In addition...Bidder shall comply with all current laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business including those of Federal, State, and local agencies having jurisdiction and authority. By way of example, this shall include the: Structural Pest Control Act, Chapter 482, Florida Statutes; State Requirements for Educational Facilities (SFEF); Rule Chapter 5E-14, Florida Administrative Code; Alachua County Health Department; OSHA Safety Standards; and, Environmental Protection Agency (EPA). It is understood that should any provisions of applicable Federal, State or local laws, ordinances and regulations be in conflict with the conditions of this contract, the laws, ordinances and regulations shall be the governing factor for performance of this contract. In addition, should there be a conflict between applicable regulations, the most stringent shall apply. Failure of Bidder to comply with any regulatory agency having jurisdiction and authority over the services described herein shall be grounds for contract termination.

**11. Fines, Citations, Damages:** It is agreed and understood that Bidder shall be solely and financially responsible for any and all fines, citations and or damages levied by any regulatory agency against the District for incidents resulting from non-compliance relating to regulatory violations and/or negligence on the part of Bidder including, but not limited to chemical spills, leaks, injuries to the environment, injuries to humans, or, property damages. Bidder shall be solely responsible for any and all cost, expenses, attorney's fees or travel incurred by the District relating to such violations or negligence.

**12. Non-Exclusivity:** SBAC reserves the right to perform all services described herein with District employees, as permitted by law. In addition, SBAC reserves the right to acquire services from any other source or via any other procurement method deemed to be in its best interest, without penalty or prejudice to SBAC in the event: (A) Bidder is not able to provide all or part of services in the time and manner as specified, or; (B) the scope of service requires the utilization of specialized personnel and/or equipment that are not provided as a primary part of contract, or; (C) in cases of emergency; or; (D) in fulfillment of Board Policy.

**13. Subcontractors:** Reference Attachment A, "49. Subcontracts": In addition...The Bidder shall be the sole source of contact for the contract. If it is the intent of Bidder to subcontract any portion of this contract for any reason, it shall be the responsibility of Bidder to submit the name, address, and all required specified submittals for the proposed sub-tier contractor as an attachment to their Bid.

It shall be required that both Bidder and sub-tier contractor be certified by the State of Florida in all categories of pest control services that Bidder intends to subcontract. The District shall evaluate proposed sub-tier contractor and reserves the right to reject said sub-tier contractor based on not meeting qualification criteria, or who has previously failed in the proper performance of a similar contract, or who is not in the position to perform the specified services to the satisfaction of the District. The sub-tier contractor shall be equally responsible for meeting all specified requirements of this contract including maintaining all required insurance coverage. Bidder shall only use sub-tier contractors identified at time of award. Bidder's use of any sub-tier contractor that has not been approved by District may be deemed as a default of contract.

**14. Personnel:** Reference Attachment A, "40. Bidder Personnel": In addition...The District considers the expertise, experience and training of personnel a critical element of this contract. To that end, it shall be required that Bidder employ and have available an adequate number of qualified, full-time, and permanent personnel who have been sufficiently trained for proficiency in the standards, procedures, and operating requirements of their specific work responsibilities, and who are completely familiar with the practices and methods to be utilized in providing IPM services in an institutional/educational type environment.

It shall be the responsibility of Bidder to establish personnel qualifications and provide job-related training that would ensure that all services are performed correctly, efficiently, and securely in conformance to all regulatory requirements and standards of care as expressed herein. It is critical to the performance of contract that all service personnel have the ability to make independent assessment and judgments regarding the application of IPM techniques.

The following minimum qualifications shall apply to any and all labor provided under the pending contract and shall be considered in the development of proposed pricing.

**14.1 Certified Operator:** Bidder shall employ and have available for assignment a minimum one (01) Certified Operator meeting the following minimum qualifications:

- Possess a Certified Pest Control Operator's (CPCO) Certificate issued by the State of Florida, Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control, in compliance with Chapter 482.111, F.S. Operator shall be certified for the pest control categories (A) Fumigation; (B) General Household Pest & Rodent Control; and, (C) Termite & Other WDO Control;
- Participation and completion of a minimum of forty (40) hours of classroom instruction in IPM techniques which may be obtained at any accredited college or university, continuing education course approved by the Department of Agriculture and Consumer Services, in-house training, or training provided by industry suppliers, if such classes would qualify for continuing education credit had application been made to Department;
- Five (05) years continuous experience in the pest control industry with not less than two (02) years field experience in the application of IPM techniques;
- Comprehensive knowledge of the various chemicals commonly used in the pest control industry, and the ability to select the most appropriate formulation in correct concentration based on application.

**14.2 Service Technician:** Bidder shall employ and have available for assignment a minimum of six (06) Service Technicians who shall have the knowledge, skills, and ability to correctly and efficiently perform all tasks commonly performed in the service industry for the position and as described herein. Service technician shall be required to meet the following minimum requirements:

- Possess a current Identification Card issued for appropriate pest control category by the State of Florida, Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control, in compliance with Chapter 482.091, F.S.;
- Participation and completion of a minimum of forty (40) hours of formal classroom training in IPM standards, procedures, and operating requirements;
- Six (06) months continuous and extensive "hands-on" field experience in pest control work including not less than thirty (30) days experience in the application of IPM techniques;
- Comprehensive knowledge of the practices and methods of the service trade;
- Considerable knowledge of the applicable rules, regulations, and codes governing work;
- Comprehensive knowledge of and skill in the use of all required tools, equipment, materials, and chemical agents used in the service trade;
- Considerable knowledge of the hazards and safety precautions of work.

Service Technicians shall work under the direction and supervision of a Certified Operator.

**14.3 Supervisor:** Bidder shall employ and have available a minimum of one (01) Supervisor who shall provide continuous supervision, of sufficient quality necessary for the effective and efficient management of the IPM program. Supervisor shall be required to meet the following minimum requirements:

- Qualify as Service Technician;
- Two (02) years' experience in a leadership capacity;
- Ability to plan, organize, direct, and prioritize the work of Service Technicians;
- Considerable knowledge of supervisory practices, procedures, inspection techniques, record-keeping and reporting duties;
- Considerable knowledge of contract and IPM program plan.

**14.4 Entomologist:** Bidder shall have available a minimum of one (01) Entomologist whose principal responsibilities shall include, but not be limited to: directing technical training; designing and monitoring IPM programs; identifying insect pest species and recommending treatment strategies; and, researching new techniques. Entomologist shall be required to have a Bachelor's degree from an accredited university in entomology, biology, chemistry, or other life science. It is understood that Entomologist consultation services shall be at no additional expense to the District.

**14.5 Certification:** By submission of Bid, Bidder certifies that all personnel to be assigned duties in the performance of contract currently meet all qualification criteria as specified, and have been properly screened and hired in accordance with all applicable Federal, State and local laws, ordinances and regulations. Bidder shall be required at any time during term of contract to provide evidence of qualifications of any personnel assigned duties. The assignment of any personnel not meeting minimum qualifications may be deemed as a default of contract.

**15. Uniforms/Protective Clothing:** All service technicians shall be required to wear a standard company uniform while performing duties, including shirt and trousers. Uniform shirt shall display a minimum of one (01) visible patch or emblem that clearly identifies the employing company. Bidder shall be responsible for providing all safety or protective items required for safe performance of work. All such items shall be in conformance with established OSHA standards.

**16. Personnel Conduct:** Reference Attachment A, "40. Bidder Personnel": In addition...It shall be the responsibility of Bidder to inform all assigned personnel of the rules and regulations of the District as specified herein. Bidder's personnel while on location at any District site are expected to maintain a high standard of civility, comportment, appearance, and act in a professional manner at all times. Personnel shall not at any time fraternize with students, teachers, or other District staff not directly involved with the contract services. Interaction with student population shall be strictly prohibited. When in contact with school staff, Bidder's personnel shall be courteous, helpful, and reflect appropriate courtesies and forms of address.

Specifically, all personnel shall adhere to the following rules and regulations while onsite at any facility:

- Smoking and use of any tobacco and/or vaping products are prohibited;
- No personnel shall be allowed in any area of the building other than the area of work responsibility without the knowledge of appropriate District staff;
- No personnel shall disturb any personal items or papers on desks or work areas;
- No personnel shall use District telephones (except for an emergency). Any telephone charges incurred by Bidder's personnel and verified by the District shall be billed to Bidder;
- No personnel shall be accompanied or visited by acquaintances, family members or any other non-employee of Bidder.

Violation of this provision may result in removal of the individual(s) involved from the District site, and further, the Bidder may be prohibited from employing the individual(s) in any future work with the SBAC performed under this contract.

#### **17. General Service Guidelines:**

- a. **General Supervision:** Bidder shall be responsible for all means, methods, techniques, sequences, and procedures and coordinating all portions of the work specified under the contract. Bidder shall ensure that the services are being accomplished correctly and safely, and that established service schedules are strictly being adhered to. Bidder shall work jointly and cooperatively to resolve any scheduling problems with District Representative. It shall be the sole responsibility of the Bidder to ensure that all District and other regulatory rules, regulations, and codes are being followed. The cost of general supervision shall be an element of the Bidder's overhead burden in price bid.
- b. **Bidder's Representative:** Bidder shall provide on Form of Proposal, the name, telephone and/or cell-phone number of the designated Account Representative to contact regarding service scheduling and other service related issues. Account Representative shall be knowledgeable and familiar with contract and shall be the liaison between the Bidder and the District on all matters pertaining thereof. It shall be the responsibility of Account Representative to respond to all non-emergency calls from the District requesting assistance within twenty-four (24) hours of initial contact.
- c. **Communications:** It shall be required that Bidder maintain a toll-free telephone and facsimile terminal by which the District may communicate messages during normal business hours (Monday – Friday) from 7:00 a.m. to 3:30 p.m. Email may also be an acceptable form of communication.

- d. **School Calendar:** Each year, the SBAC is closed for Thanksgiving, Winter and Spring Breaks, as well as customary holidays. Additionally, schools are open only on a limited basis during the summer period (June – August). It shall be the responsibility of Bidder to maintain a current SBAC calendar and stay informed of school and facility operating hours. A complete listing of current school hours and holiday schedules can be found on the District’s website: [www.sbac.edu](http://www.sbac.edu).
- e. **Personnel Reporting:** Reference Attachment A, “40. Bidder Personnel”: In addition...All assigned personnel shall report directly to each service site in accordance with established service schedule. Bidder shall be responsible for providing all transportation of assigned personnel, materials, and equipment to and from service site. Travel time for personnel shall not be charged directly to the District but considered overhead, to be borne by Bidder and included in price bid. Bidder shall have one (01) or more service technicians dedicated to the District for the provision of service of the routinely scheduled portions of this IPM contract. This dedicated technician(s) shall be the routine service provider to our District sites.
- f. **Site Access:** Bidder shall coordinate site access directly with the Site Administrator or other appropriate authority at service site, as directed. Upon arrival at service site, personnel shall comply with customary check-in procedures and all security standards. Personnel shall only access designated work areas; all other areas shall be off limits. All personnel shall possess and display the SBAC issued photo ID card which shall be presented immediately upon request by District personnel. Bidder shall perform all services with a minimum amount of disruption to the normal operations of the service site. For the safety of staff and students, Bidder is cautioned to avoid performing services during periods of peak student activity.
- g. **Time of Completion:** Bidder acknowledges that time is of the essence in completing all work in accordance with established schedule. Bidder agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof, within the specified time. The length of time to commence and complete specified services may be a factor in the award. The repeated failure to commence and complete work at any service site within prescribed time may be deemed as a default of contract.
- h. **Progress Inspection:** The District may at any time to conduct periodic inspections of work. Bidder shall comply with all work progress notification requirements as directed by District Representative. The failure of District to perform progress inspections and immediately reject any unsatisfactory work shall not relieve Bidder of any responsibilities specified herein.
- i. **Correction of Work:** Bidder shall promptly correct all work rejected as faulty, defective, or failing to conform to contract specifications, whether observed before or after substantial completion of the work, and whether or not completed.
- Deficiencies noted shall be documented and remedy effected within one (01) business day of notification, unless additional time is required and granted by the District Representative. It is understood that any follow up or call back work, to correct recent previous work, shall be performed at no additional cost to the District.
- j. **Safety Measures:** Reference Attachment A, “36. Safety Standards”: In addition...Bidder shall take necessary steps to protect the students, faculty, and general public from injury in the course of the work. Bidder shall specifically warn its employees of the potential hazards of working in the proximity of students and staff, and of the necessity for them to exercise extreme caution. While onsite, Bidder shall not obstruct any passageways or other means of egress and shall not leave the work-site without first securing the work area and eliminating any hazardous condition resulting from the Bidder’s activities. If necessary, Bidder shall place suitable barricades and/or post hazard signs in and around work site. Bidder shall conform to all applicable OSHA, State of Florida, County and local safety requirements and existing codes.
- k. **Additional Safety Standards:** Bidder shall observe and comply with all safety standards as contained in the “School Board of Alachua County Safety Guide”. These documents shall be available to Bidder upon award of contract. Bidder shall be held responsible for the safety of its employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the service site area.
- l. **Protection:** Bidder shall take all necessary, ordinary and extraordinary precautions to ensure District property is protected from Bidder’s activities. Bidder shall be responsible for the protection of all District facilities and other improvements against operations that may be hazardous and/or damaging to said property. Bidder shall notify District Representative of any unavoidable damage to District property that may occur prior to commencement of work.

Such notification may relieve Bidder of all or part of responsibility for unavoidable damage or loss of property. During performance of work, Bidder shall provide, at own expense, sufficient drop cloths and other protective materials as necessary to prevent damage to adjacent surfaces and equipment.

- m. **Utilities:** Bidder shall be cognizant of, and operate with due care in the vicinity of all existing surface utilities. Prior to commencement of work, Bidder shall familiarize himself with the location of all utilities within the worksite.
- n. **Property Damage:** Bidder shall be liable for all damages to District and private property occasioned in any way by its actions or neglect or that of his agents or employees. All such damage or loss of property incurred as the result of Bidder operations, whether through negligence or the lack of proper care, storage, or handling, shall be the responsibility of Bidder to immediately restore or replace at own expense. Should any public or private property be damaged or destroyed, the Bidder at its expense, shall repair or make restoration as is practical and acceptable to the District and owners of destroyed or damaged property, within five (05) business days of discovery unless an time extension is otherwise approved by the District. In the event Bidder fails to repair damages within specified time, the District may arrange for repairs from other source and appropriately charge Bidder repair cost.
- o. **Hazardous Material Storage/Disposal:** All questions regarding the storage and disposal of hazardous waste materials shall be directed to the District Representative. Hazardous waste materials shall not be disposed in District facility refuse containers.
- p. **Asbestos:** Should any Bidder's personnel encounter materials that they suspect are embedded with asbestos, they should: (1) Stop all work at site and not disturb the area of suspicion; (2) Call the District Representative and advise of discovery; and, (3) Leave worksite until further notice subject to analysis of materials.
- q. **Cleaning-up/Debris Disposal:** Bidder shall be responsible for scheduling periodic removal and proper disposal of all debris as a result of operations. The worksite shall be left in a neat and orderly fashion at the end of each workday. Accumulated debris shall not be allowed to create a safety hazard to student, staff, and general public. Bidder assumes liability for accidents that may occur due to any debris, equipment, tools, and worksite hazards. Debris shall not be burned, buried, left for a collector, or placed in a District solid waste dumpster at worksite. All disposal of debris shall be performed in a legal manner in accordance with existing State, County and City regulations. At completion of work, Bidder shall remove all work materials, tools, equipment, and surplus materials and shall leave worksite in ready to use condition. Should Bidder fail to properly clean-up any site, the District may accomplish task and appropriately charge Bidder the cost of any additional clean-up.
- r. **Work Authorization:** All services shall be authorized by the issuance of an official hard-copy District purchase order. Verbal or blanket purchase orders be prohibited and shall not be honored by Bidder.
- s. **Invoices:** Reference Attachment A, "42. Invoices". In addition...Bidder shall have the capability to provide accurate, reliable and timely invoices, statements, and credits. At a minimum, invoices shall contain sufficient information, as required by the District, to accurately determine the extent of services provided and accuracy of billing. Bidder shall submit one (01) summary invoice covering all services performed, with invoices for each service site attached thereto upon completion of monthly services. Invoices that are received by the District that are not properly and correctly prepared or are not accompanied by required support documentation may cause delay of payment. Invoices shall contain, at minimum, the following information: invoice number; invoice date; service location; date(s) of service; inspection report; and detailed description of services. Exact format of invoices shall be subject to approval of District.

Bidder shall ensure that all invoices reflect correct Bid pricing and are submitted on a monthly basis for charges incurred during the previous calendar month. The billing cycle shall be 28-31 calendar days, corresponding to month billed. Invoices shall be sent via email to: [FACWarehouseInvoices@gm.sbac.edu](mailto:FACWarehouseInvoices@gm.sbac.edu). The District does not pay invoices in advance of service (prepay).

- t. **Invoice Verification/Correction** It shall be the responsibility of District Representative to verify and approve all invoices prior to payment, and notify Bidder should a billing discrepancy be discovered. The District shall not pay incorrect invoices or late charges for invoices with disputed charges. As condition of payment, Bidder shall reissue corrected invoice and/or credit memo to offset any incorrect charges. It shall be the responsibility of Bidder to ensure that all invoices are correct.

**18. Service Equipment:** Bidder shall maintain and have readily available all service vehicles, equipment, tools, and accessories of trade customarily used in the service trade, and as necessary to adequately and efficiently perform its contractual duties. Any dispute concerning the interpretation of customary equipment shall be resolved by the Purchasing Department in consultation with the Facilities Department. It is agreed and understood that the decision of Purchasing Department shall be final and conclusive. Unless as otherwise permitted herein, SBAC shall not be charged for any equipment deemed by the District to be standard or essential for the scope of services or for auxiliary equipment utilized in the maintenance or support of such customary equipment. The cost of customary equipment, tools, and accessories as required, shall be an element of Bidder's overhead burden in price bid.

**19. Specialty Equipment Rental:** In the event the scope of work requires the utilization of equipment that is customarily not provided, in the opinion of District, by service contractors, the rental of such equipment shall be at the expense of SBAC. Any project requiring the provision of such rental equipment shall have the prior expressed approval of District Representative. The District shall reimburse Bidder all customary and reasonable rental fees at net cost plus (+) fifteen percent (15%). Any other associated expense involved in the operation of the rental equipment shall be reimbursed to Bidder at actual cost. It shall be the responsibility to Bidder to submit paid receipts from the rental company and/or other vendors as condition of reimbursement. SBAC assumes no direct or implied responsibility for the theft, vandalism, injury or other undesirable actions occurring to or performed with any equipment rented by Bidder.

**20. Price:** Bid service rate(s) on Attachment C, Form of Proposal, to be charged for the provision of (A) Monthly IPM Program Services at each service site, and; (B) Supplemental Services that are not part of (A) IPM program services. All IPM program service sites and supplemental services shall be bid. Partial Bids shall not be accepted. Service rates bid shall be inclusive of all aspects of required services including, but not limited to: supervision; labor; technical expertise; customary equipment; chemicals, materials and supplies; transportation; travel time; insurance; profit; and, any other direct and indirect cost associated with the execution and administration of contract. It is the intent of this contract that all services be performed complete. No additional costs, expenses or surcharges (i.e., pesticides, call back service, trip charges, mileage, etc.) shall be applicable to this contract unless specifically permitted herein. Unless as otherwise permitted and expressly stated herein, service rates shall be firm and fixed for the term of contract and any subsequent renewal periods.

**21. Service Modification:** It is anticipated that both temporary and extended changes in service requirements shall occur over the life of contract that may affect the cost of providing services such as the addition, deletion, and modification of service sites. In consideration thereof, the District shall allow a price adjustment should the square footage service requirement increase (+) or decrease (-) at any service site for any reason. Requests for contract price adjustments may be initiated by either party and shall be subject to the approval of the Purchasing Department by means of written contract modification, prior to invoice billing. Any price adjustment shall be mutually agreeable based on current established service rates with comparable square footage coverage areas.

**22. Bid Tabulation:** Award Total shall be based on the total dollar sum of the extended total dollar amounts of all specified service sites requiring IPM program services plus (+) total dollar sum of all supplemental services as listed on Attachment C, Form of Proposal. Award shall be made by lot to the low, responsive, and responsible Bidder meeting Bid terms, conditions and specifications.

SBAC reserves the right to make sole and final determination of which Bids meet the requirements of this solicitation, and which respondents are responsive and responsible. It is understood that the quantities stated for supplemental services are for Bid tabulation purposes only, and are not intended to be a definitive representation of the quantities of to be purchased under this contract. Even though the estimated quantities are based on actual historical usage, they do not constitute a guarantee of purchase, and actual expenditures may be more or less than indicated. It is understood that service rates bid shall be honored regardless of actual quantity purchased for any and all supplemental services.

Optional Services: Price proposed for the provision of carpentry services and materials mark-up shall not be evaluated or considered in Bid award. SBAC reserves the right to reject and negotiate proposed pricing with the low, responsive and responsible Bidder if deemed to be in the best interest of the District. Furthermore, SBAC reserves the right to purchase specified services from any source or via any procurement method deemed to be in the District's best interest.

**23. Service Guarantee:** Reference Attachment A, "25. Condition of Product/Services": In addition...All services provided by Bidder in the performance of this contract shall adhere to the customary, reasonable, and prudent standards of care as established within the industry. It is expected that the quality of services shall meet or exceed that provided to other commercial customers. Specifically, Bidder shall warrant that all workmanship conforms to contract specifications and be of the highest quality, free from faults and defects.



Payments in full or otherwise shall not constitute a waiver of this guarantee. It is agreed and understood that all services shall be performed in a professional manner, to the complete satisfaction of SBAC. Should any services be required to be re-performed, such services shall be completed within one (01) business day of notification at no additional expense to the District. In the event Bidder fails to correct defects within specified time, the District reserves the right to have the work remedied from other service provider. In such case, Bidder shall be fully liable for all costs and expenses reasonably incurred by the District.

**24. Issue Resolution:** Any dispute concerning the interpretation of specific IPM program requirements including control methods and those pests included within scope of contract shall be resolved by the Purchasing Department in consultation with Bidder's designated Entomologist. A written copy of decision shall be provided to Bidder. It is agreed and understood that the decision of Department shall be final and conclusive.

**25. Service Complaints:** All performance related service complaints shall be reported by District Representative to Account Representative or other appropriate designated party. It shall be the responsibility of Bidder to promptly resolve reported complaints pursuant to the applicable terms of this Agreement. Consistent delays or unresponsiveness in addressing and resolving documented deficiencies in the performance of any part of this contract shall be recorded and considered in contract renewal evaluation as well as being a basis for contract termination.

**26. Habitual Violator:** Reference Attachment A, "47. Termination for Default": In addition...Should the District determine that the number of complaints at any service site or cumulatively within the District be excessive, the Purchasing Department shall schedule a meeting with Bidder to discuss the specific issues. Within five (05) business days of meeting, Bidder shall provide the Purchasing Department a follow-up letter outlining the corrective action(s) to be taken and time sequence by which resolution of issues can be expected. All aspects of proposed plan for corrective action shall be subject to approval of the Purchasing Department.

In the event that documented complaints have not been adequately resolved to the satisfaction of the District or Bidder's record of performance continues to show, in the opinion of the District, that Bidder is frequently, regularly or repetitively defaulting in the execution of any services required in this Agreement, and regardless of whether Bidder has remedied any individual complaint, Bidder shall be deemed a "habitual violator". In such case, Bidder shall forfeit the right to any further notice or grace period to correct, and all of said complaints shall be considered cumulative and collectively and shall constitute a condition of incurable default; thereby being grounds for immediate termination of this Agreement within time as specified.

## **TECHNICAL SPECIFICATIONS**

### **1. Description of Work:**

It is the intent of IFB that proposed program incorporate those basic Integrated Pest Management (IPM) procedures as established and referenced by the University of Florida Institute of Food and Agriculture Sciences (IFAS) at the following website: <http://schoolipm.ifas.ufl.edu/INDEX.html>

IPM is an effective and environmentally sensitive approach for achieving long-term, environmentally sound pest suppression and prevention through the use of a broad variety of technological and management practices. It involves a process of analyzing information and making systematic decisions to maximize pest suppression while minimizing pesticide use and risk. It requires using the most practical mechanical, physical, cultural, or biological non-chemical pest management methods first in order to continually provide the desired control of pest populations.

The basic objective of the IPM program is to prevent pest problems before they manifest. Treatment is employed only when necessary by means of precision targeting with the most appropriate and effective techniques and least hazardous materials. The four primary control strategies of IPM are:

- Structural and procedural modifications to reduce food, water, harborage, and access used by pests;
- Judicious use of pesticide compounds, formulations, and application methods targeted to specific pests only that present the lowest potential hazard to humans and the environment;
- Non-pesticide technologies such as trapping and monitoring devices;
- Coordination among all facilities management programs that have a bearing on the pest control effort. Plans and procedures involving design and construction, repairs and alterations, cleaning, waste management, food service, and many other activities, should incorporate a pest control perspective whenever possible.

In brief, an IPM program consists of a cycle of inspection, monitoring, evaluating, and selection of the appropriate method of control. Routine inspection and accurate identification of pests are vital steps in the process to ensure the effectiveness of control methods. Once the pest has been identified and the source of the activity pinpointed, habitat modifications in the form of exclusion, repair and sanitation shall be implemented, to the greatest extent possible, to reduce the prevalence of the pest. Monitoring shall include inspecting specific areas such as entry points and known food and water harborage sites for pest activity, and estimating pest population levels. This information is then evaluated to determine whether established action thresholds have been exceeded and what prevention measures are appropriate. Selected non-chemical pest management methods shall be implemented whenever possible to provide the desired control. When necessary, chemical treatments shall be selected that are: (A) least hazardous to human health; (B) most likely to be effective and prevent recurrence of problem, and (C) easiest to administer safely and effectively.

### **2. Safety and Health**

It is critical that Bidder continuously exercise all necessary safety precautions when performing services. All services shall be in strict accordance with all applicable Federal, State, and local safety and health requirements. Bidder shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of facility occupants and service personnel during the execution of work.

### **3. Pests Included and Excluded**

Bidder shall be responsible for suppressing the following, but not limited, pests in accordance with IPM program plan:

- A. Indoor populations of rodents, arachnids, insects and other arthropods. By way example, this shall include, but not limited to: rats, mice, cockroaches, silverfish, fleas, flies, crickets, centipedes, millipedes, earwigs, moths, gnats, crickets, palmetto bugs, ants (all species), and spiders.
- B. Outdoor populations of potentially indoor-infesting species that are within the property boundaries of the specified buildings;
- C. Nests of stinging insects (i.e., wasps, bees, yellow jackets, etc.) within 20' height of defined coverage areas;
- D. Termites and other wood-destroying organisms (i.e., brown rot, dry rot, etc.);
- E. Individuals of all excluded pest populations that are incidental invaders inside buildings;
- F. Other common pests not specifically excluded from this contract.

Unless as otherwise expressly stated herein, populations of the following pests are excluded from IPM program plan:

- Birds, snakes, and all other vertebrates other than commensal rodents;
- Mosquitoes;
- Pests that primarily feed on outdoor vegetation (i.e., caterpillars, etc.);
- Head lice.

#### **4. Pest Tolerance Levels**

Bidder shall be responsible for the control of all specified pest populations within defined coverage areas. As part of program, Bidder shall continually monitor and interpret data to provide estimates of the pest population in any given area. This information shall allow Bidder, in consultation with District Representative, to establish injury and action levels in respect to when intervention measures are necessary, the type of control measure selected, and the method of application. It is understood that action thresholds and control methods shall generally be specific to each pest and service site area, taking into consideration the impact of any health, economic, and aesthetic issues that may arise consequential to pest activity. It is essential that Bidder strictly adhere to established pest tolerance levels in food service areas and other defined high-risk coverage areas. To that end, Bidder shall respond within one (01) business day whenever a pest infestation is reported, and take all appropriate action as necessary until the problem has been resolved to the complete satisfaction of the District. Response time for pest infestations considered as an emergency, as determined by District Representative, shall be four (04) hours. Failure to respond in the time as specified may be deemed as a default of contract. Any necessary follow-up pest control treatment shall be performed at no additional cost as part of program services.

#### **5. Service Areas**

IPM program services at each service site shall include the interior of all buildings, covered areas, and their immediate exterior perimeters unless as otherwise identified and excluded by District Representative. Immediate perimeter shall generally mean those areas extending up to approximately ten feet (**10'**) from exterior building foundation or surface edge. In addition, Bidder shall be responsible for servicing all trash collection (dumpster) and recycling areas which may extend beyond 10' from facility.

For purposes of contract, IPM service coverage areas shall be defined as follows:

- A. General Buildings (Roofed) including, but not limited to: administrative offices, classrooms, cabinets, closets, storage rooms, restrooms, lunch and break rooms, locker rooms, auditoriums, sub-flooring crawl spaces, attic spaces, basement areas, elevator rooms and associated elevator pits, loading docks, and all spaces above ceilings.
- B. Food Service Areas including, but not limited to: kitchens, food preparation areas, dining and adjoining multipurpose areas, and other areas connected thereto including, but not limited to: equipment, serving lines, tables, storage rooms, offices, food waste processing and storage areas, restrooms, receiving area, dumpster area, and all spaces above ceilings.
- C. Covered Exterior Areas including, but not limited to: walkways, sheltered activity courts, bus loading zones, and dock loading areas.
- D. Portable Buildings including all areas within including spaces above ceilings and crawl spaces below structure. Portable buildings are approximately 864 sq. ft. each.

#### **6. Initial Inspection**

It shall be required that Bidder perform a thorough, initial examination of all specified service sites within the first (30) calendar days of award of contract. Should the low, responsive, responsible Bidder be the incumbent, this requirement may be waived at the discretion of the District. The primary purpose of the initial inspection is to allow Bidder to evaluate the pest management needs of each location and develop an IPM program plan that effectively addresses those needs based on established performance standards. During inspection, Bidder shall also be given the opportunity to familiarize themselves with each service site and note any restrictions or special safety precautions that will need to be taken.

During inspection, Bidder shall:

- Identify any pest infestation problems in and around buildings and covered areas;
- Determine the level of any existing pest infestation;

- Select the appropriate control strategies including where pesticide applications are necessary;
- Determine which areas are high risk and low risk for pest activity;
- Identify any structural features or personnel practices that are contributing to pest infestations;
- Discuss the effectiveness of previous control efforts with Site Administrator;

Should any existing pest infestations be discovered during inspection, Bidder shall immediately perform all treatment as necessary to ensure a seven (07) day resolution of infestation. Follow-up inspections, monitoring, and treatments shall be performed thereafter as required.

## **7. IPM Program Plan**

Bidder shall develop a comprehensive IPM program plan within five (05) business days of completion of inspection at each service site. Each plan shall be subject to the approval of District Representative. Bidder shall insert one (01) copy of approved plan into IPM Logbook at service site. The IPM program plan shall be required to be implemented at each designated service site within thirty (30) calendar days of commencement of contract.

The IPM program plan shall include the following components:

- A. Description of any structural or operational changes to inhibit pests: Bidder shall detail site-specific solutions for observed sources of pest food, water, harborage, and access that would facilitate the pest control effort;
- B. Proposed methods for monitoring and detection: Bidder shall describe the methods and procedures to be used for identifying sites of pest harborage and access, and for making continual objective assessments of pest population levels throughout the term of contract;
- C. Proposed materials and equipment for service: Bidder shall provide current package labels and Safety Data Sheets (SDS) for all pesticides to be used, and brand names of proposed pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, and any other pest control devices or equipment;
- D. Proposed service schedule for each service site: Bidder shall provide complete service schedule based on defined inspection frequency including specific day(s) of the month, time of visit, and approximate duration of visit.

Bidder shall be responsible for strictly adhering to all components of approved IPM plan. Failure to carry-out any of the services in the manner and/or time as specified may be deemed as a default of contract. It is understood that it may be necessary to modify IPM plan during term of contract. All such proposed changes shall be approved by Site Administrator prior to implementation by means of written addendum to program plan.

## **8. Manner and Schedule of Services to be Provided**

IMP program services shall normally be performed at each service site during regular hours of operation, **Monday through Thursday**, approximately 7:00 a.m. to 5:00 p.m. However, actual hours of work shall be subject to the operating hours and accessibility of each service site, and may be restricted to specified time periods should service activity, in the opinion of District, potentially affect occupant health or productivity.

It shall be the responsibility of Bidder to establish a service schedule with the Site Administrator at time of initial inspection. All service times shall be subject to the approval of Site Administrator. Bidder shall notify Site Administrator should there be any extended deviation from service schedule for any reason. It is critical to the success of IPM program that scheduled services be performed in the time and manner as specified. Failure of Bidder to consistently adhere to established schedule at any service site may be deemed as a default of contract.

It is understood that the frequency of inspection, monitoring and treatment shall depend on the specific pest management needs of service site. At minimum, Bidder shall adhere to the following IPM program requirements:

- A. Service Visits: Bidder shall be required to visit each designated service site in accordance with the following schedule:
  - Main Administrative Office at each service site, minimum one (01) time per month (minimum of 28 days apart);
  - Food Service Area at each school/center; minimum two (02) times per month;
  - Various classrooms throughout the District, on an as-needed basis, based on findings of the scheduled inspections.

Upon arrival at service site, Bidder shall immediately report to Site Administrator or other designated staff, and check logbook for pest sighting entries. Should pest sighting be noted in logbook or otherwise communicated by District staff, Bidder shall directly proceed to problem area to visually inspect and make determination as to the appropriate action in accordance with IPM guidelines. Areas that are not accessible during scheduled visit may require return at later time to perform inspection.

- B. Scheduled Inspections: It is understood that a critical aspect of the IPM program plan is regular inspection and monitoring to identify infested areas and to allow an objective assessment of pest population levels based on established pest threshold limits. Scheduled inspections shall consist of performing a walk-thru and visually examining the entire interior and exterior of all designated areas for any evidence of pest activity. As part of inspection, Service Technician shall document on Inspection Report Form any observed pest entry points or conditions which are conducive to pests or interfere with the application of pest control materials, including, but not limited to: any build-up of food or grease; unclean areas; broken or missing screens; cracks or holes in walls; improper waste disposal; spaces around exterior window and doors; and, improper cleaning and cluttered storage.

After initial inspection, Bidder shall thereafter perform schedule inspections during the term of contract in accordance with the following service intervals:

- Two (02) times per month (not in consecutive weeks):
  - Food Service kitchen areas, **during operating hours**, approx. 6:00 a.m. - 1:30 p.m.;
  - Food Service dining and adjoining multi-purpose areas.
- One (01) time per month (minimum of 28 days apart):
  - Break/lunch areas at all service sites;
  - Home economics classrooms at all high schools/centers;
  - Restrooms at all schools/centers;
  - Kindergarten and Head Start classroom areas at all elementary schools/centers;
  - Physical Distribution Center/food storage areas only.
- One (01) time every twelve (12) months, beginning second (02) year of contract:
  - All defined interior/exterior coverage areas at designated service sites. Bidder may systematically inspect a portion of coverage area during each scheduled monthly visit. Sufficient time should be allocated during each regular scheduled visit to allow for proper inspection and treatment, if necessary.

- C. Additional Inspections: Bidder shall be required to perform follow-up inspections as needed based on type and severity of pest problem to determine the effectiveness of treatments. Follow-up inspections and monitoring for rodent problems shall be performed on a daily basis. Additional inspections shall continue until such time as the problem has been resolved to the satisfaction of District.

- D. Treatment: Should pest control treatment be necessary, it shall be the responsibility of Bidder to coordinate treatment time with Site Administrator prior to application. Treatment shall mean any action that serves to reduce or exclude pest populations including, but not limited to, such methods as portable vacuums, trapping devices, and pesticide application. All pest control treatments shall be applied, deployed, monitored, and serviced by Bidder in such a manner that they effectively eliminate the pest populations while not interfering with the health and safety of facility. Pesticide treatment shall not be applied in any room or area while in use or occupied by faculty, staff, or students or when facility HVAC systems are turned off. Bidder shall observe all safety precautions and perform work in strict accordance with all applicable Federal, State, and local safety and health requirements.

Pest control treatment shall only be performed during the following time periods:

- Student and other occupied areas: after school hours, approx. 2:00 p.m. - 5:00 p.m.;
- Food Service Areas: after regular operating hours, approx. 2:00 p.m. - 5:00 p.m.;
- All non-occupied areas: approx. 7:00 a.m. - 5:00 p.m.

After-hours access to food service areas shall be coordinated with Food Service Manager. Any exceptions to specified time periods shall be subject to the advance approval of Site Administrator. Bidder shall document treatment times in IPM logbook.

- E. Non-Scheduled Service: Bidder may occasionally be requested to perform corrective or special services that are beyond routine scheduled visits. Bidder shall be required to respond to all such service requests within one (01) business day of request.
- F. Emergency Service: In the event of an emergency, as determined by SBAC, Bidder shall have the capacity to mobilize and arrive at any service site within four (04) hours of initial notification during normal operating hours. Emergency service is defined as those activities necessary to maintain a safe environment and continue the operations of any District facility, of which the loss would create a situation that would adversely and unduly affect the safety, health or comfort of the facility and/or occupants, or otherwise cause loss to the District. By way of example, this would include eradicating stinging wasp nests in student activity areas, and the presence of cockroaches in Food Service areas. All requests for non-scheduled services within the scope of IPM program services shall be performed at no additional cost to the District. Failure of Bidder to respond to any request for emergency service in the time and manner as specified may be deemed as a default of contract.

Bidder shall give first priority emergency services to the District, before, during and after a natural disaster, such as hurricane, tornado, severe storm, or flood, or any other event identified and designated as a public emergency. By submission of Bid, Bidder agrees to give the School Board “first priority” status, as opposed to a private citizen, in providing services to the District in an emergency situation.

## **9. Structural Modifications**

Upon completion of inspection, Bidder shall note on Inspection Report Form any recommended structural, sanitary, or procedural modifications that would reduce pest food, water, harborage, or access. The failure of District to make recommended modifications shall not relieve Bidder of any of its responsibilities in the performance of contract. As part of IPM program services, Bidder shall be reasonably expected to supply, at own expense, and make minor applications of caulk in cracks ¼” or less, and putty in holes ½” diameter or less to prevent access by pest populations.

As optional service, Bidder is requested to propose hourly rate for the provision of carpentry services required in making structural modifications to limit pest access. All such work shall be billed on a time and material basis in accordance with hourly service rate and material mark-up proposed on Form of Proposal. The hourly labor rates and materials mark up rates submitted by Bidder may be utilized in the performance of pest, including rodent, exclusions. Proposal forms required for such exclusions have been included in this solicitation as Appendix B.

## **10. Record Keeping**

Bidder shall be required to maintain a complete and accurate IPM Logbook in the main administrative office and Food Service Manager’s office at each service site, in addition to any other documentation required by regulatory authority. Logbooks shall be chronologically ordered using letter size paper suitable for inclusion in a three-ring binder. It is agreed and understood that all IPM Logbooks shall remain the property of the District and shall not be removed from service site for any reason.

Each IPM Logbook shall contain one (01) copy of the following records:

- A. IPM Program Plan;
- B. Service Schedule;
- C. Complaint/Service Log Sheet used by service site to record any pest sightings including the description of pest observed, date and time of sighting, and specific location of sighting. Upon completion of service visit, Service Technician shall be responsible for recording name, date and time of visit, brief description of service activity completed, and room location. Further detailed information shall be provided on Service Report Form;
- D. Inspection Report Form used by Bidder to record any evidence of pest activity during scheduled inspection. The Form shall include: date and time of inspection; building number; specific location within the building; type of pest observed; assessment of level of infestation; recommended treatments, and; pest proofing recommendations;
- E. Service Report Form used by Bidder to document any service performed including pesticide application. Form shall include: technician name; date and time of service; facility name/center number; description of service; location of service; target pests, and; name of any pesticide/insecticide used;
- F. Safety Data Sheet (SDS), and package label exhibiting EPA registration number for any pesticides applied in facility.

Bidder shall provide one (01) copy of Service Report Form directly to District Representative within three (03) business days of completion of service. All required binder logbooks, including specified forms, shall be provided by Bidder at no additional cost to the District. All forms used in the performance of contract shall be subject to the approval of District Representative prior to commencement of contract. Failure of Bidder to consistently maintain IPM Logbooks at one or more service site may be deemed as a default of contract.

## **11. Pesticide Use and Products**

Bidder shall be responsible for proper use of pesticides and shall follow any and all notification and warning procedures required by the District prior to application. Pesticides shall only be applied by trained and certified personnel. The transport, handling, preparation, and proper use/application of all pesticides shall be in strict accordance with manufacturer's product label instructions, and all applicable Federal, State and local laws and regulations.

Bidder shall adhere to the following general rules for pesticide use:

- **Application by Need:** Pesticide application shall be according to need rather than by schedule. Pesticides should only be used if adequate control cannot be achieved with non-chemical methods. Consistent with IPM principles, Bidder shall reasonably avoid the use of pesticides as a method of control with the exception of non-toxic growth inhibitors, genetic or sterilization agents or diseases which shall be applied consistent with applicable EPA labeling. As a general rule, application of pesticides in any inside or outside area shall not occur unless visual inspection or monitoring devices indicate the presence of pests in that specific area.
- **Preventative Pesticide Applications:** Pesticide applications shall not be made on a routine scheduled basis without a demonstrable need for such applications consistent with IPM principles. The District shall evaluate requests for preventive pesticide treatments on a case-by-case basis in areas where surveillance indicates a potential insect or rodent infestation. It shall be the responsibility of Bidder to obtain approval from the District Representative prior to any preventive pesticide application.
- **Approved Products:** All pesticides used in the performance of contract shall be registered with the U.S. Environmental Protection Agency (EPA) and Florida Department of Agriculture and Consumer Services, and be approved by District Representative prior to application. Bidder shall provide Safety Data Sheets (SDS) and product labels to District Representative for each proposed pesticide product. Copies shall also be maintained in logbook at service site.
- **Minimization of Risk:** As a general rule, pesticides shall contain the least hazardous material, in minimum amount necessary to achieve control, and be applied using the most precise application technique.
- **Pesticide Storage:** Bidder shall not store any pesticide product on District property or dispose empty containers in facility refuse containers. Bidder shall not provide any pesticide or other pest control materials/devices to District personnel for any reason.

## **12. Insect Control**

- **Emphasis on Non-Pesticide Methods:** Bidder shall use non-pesticide methods of control wherever possible such as bait formulations, traps, vacuums, sanitation, and exclusion techniques.

As example:

- Portable vacuums rather than pesticide sprays shall be the standard method for initial cleanouts of cockroach infestations, for swarming (winged) ants and termites, and for control of spiders in webs.
- Trapping devices rather than pesticide sprays shall be the standard method for indoor fly control.
- **Application of Insecticides to Cracks and Crevices:** As a general rule, insecticide application shall be limited to "crack and crevice" treatment only, to mean the insecticide is not visible or cannot be touched by anyone other than Service Technician during or after the application process. Insecticides should only be applied as baits formulated as solids, pastes, or gels. Spray or dust formulations should be selected only as a last resort or when solids, pastes, or gels are not practical.
- **Application of Insecticides to Exposed Surfaces or as Space Sprays:** Insecticide application to exposed surfaces or as space sprays ("fogging") shall be restricted and only employed as a last resort in situations where alternative measures such as solids, pastes, or gels are not practical or effective. It is understood that no insecticide surface application or space spray shall be utilized in the presence of facility occupants. Bidder shall take all precautions and steps as necessary to ensure occupant safety, and contain insecticide to the intended area of application.

- Insecticide Bait Formulations: Bait formulations shall be the standard pesticide technology for cockroach and ant control, with alternate formulations restricted to unique situations where baits are not practical.
- Monitoring: Sticky traps shall be used to guide and evaluate indoor insect control efforts wherever necessary.

### **13. Wood Destroying Organism (WDO) Control:**

- General Description of Program: Termite Control Service Plan for Alachua County Public Schools and the premises listed herein. Termite Control service is a process for achieving long-term, environmentally sound subterranean termites and other wood destroying organism suppression and prevention through the use of a wide variety of technological and management practices. The SBAC Termite Control Plan consists of the following components:

1. Inspection services upon request. The inspection shall consist of the inspection of the perimeters, interiors and exteriors of all buildings and portables;
2. Treatment of subterranean termites upon identification;
3. Spot treatment of dry wood termites upon identification;
4. Treatment or retreatment of new or existing facilities upon request.

Proposed Termite Service Plan shall consist of six parts as follows:

1. Proposed Materials and Equipment for Service: The Contractor shall provide current labels and Safety Data Sheets for all pesticides to be used. Use of Termidor Chemical Treatment, or equivalent, as primary method for the control of subterranean termites, in conjunction with Sentricon, or equivalent, termite bait stations (where applicable) are the preferred methodologies of the District.

2. Proposed Treatment of Subterranean Termites: The Contractor shall describe the methods used for spot treatment, swarming termite calls, perimeter treatment and reoccurrence prevention of subterranean termites, including Formosan and other species, in both interior and exterior spaces.

3. Proposed Treatment of Indoor Areas Affected by Drywood Termites: The Contractor shall describe the methods used for spot treatment of drywood termites.

4. Proposed Methods for Monitoring and Detection: The Contractor shall describe methods and procedures to be used for identifying sites of termite harborage and access, and for making objective assessments throughout the term of the contract.

5. Description of any Structural or Operational Changes That Would Facilitate the Termite Control Effort: The Contractor shall describe site-specific solutions for observed sources of water, harborage, and access to termites.

- Requests for Service: Requests for service will only come from the SBAC IPM Coordinator. Any direct calls from individual schools should be referred back to the SBAC IPM Coordinator. The Contractor shall respond to requests for service within forty-eight (48) hours. Treatment for subterranean termites shall start with a thorough inspection by the Contractor of the infested site to determine the extent of the infestation, factors that may contribute to the presence of the infestation (i.e. plumbing leaks, excessive watering, etc.), infesting species, and treatment “hotspots” such as entry points or aerial nests. The Contractor shall:

- a. Treat termite affected areas as they are identified within twenty-four 24 hours
- b. Report to SBAC IPM Coordinator, any obstructions that will hinder, limit or prevent placement of the termiticide into the soil where it needs to be placed to be effective and/or other factors that will adversely influence or disrupt the termiticide soil barrier.
- c. Upon discovery of live activity, it is mandatory to treat 25 ft on either side of affected area within 24 hours.
- d. Perform spot termite treatment as per label specification and shall use maximum dilution and volume rates allowed by the label when necessary to maintain the chemical protective barrier around each building
- e. Unexposed treatment of studs, joists and subflooring shall be tinted to accommodate inspection.



- Drywood Termite Spot Treatment Service: Spot treatments for termite control may be utilized due to the need to operate certain critical sites on a constant basis for improved effectiveness of the Termite Control Plan. A spot treatment may be construed as a treatment other than a general fumigation, and other than a total treatment. Techniques may include isolating emergence holes, kick out holes and galleries, and using a product approved for topical applications or injection, or a combination of techniques as described in the Termite Control Service Plan.

The limitation of treatment area will be set for each service. During the preparation stage of the work order scope, the SBAC IPM Coordinator may request recommendations from vendors (i.e. injection of foams into wall voids). Best industry practices must be adhered to at all times in order to control residues, and maintain safety and conformity to label requirements.

- Subterranean Treatment: Total subterranean treatments shall be provided by performing a continuous chemical treated zone or barrier between the cellulose food source in the structure and soil-inhabiting termites. If a conventional liquid pesticide application is ordered, horizontal and vertical drilling of slabs and or walls may be required to gain control of termites. If School District determines that drilling is required, no additional charges will be incurred. Label rates and directions will be followed.

Treatment specifications include but are not limited to the following:

1. Trench and treat soil adjacent to foundation(s), as applicable;
2. Drill and treat exterior slabs that abut structure, as applicable;
3. Drill and treat brick veneer voids as applicable;
4. Drill and treat double and triple brick foundation voids as applicable;
5. Treat soil adjacent to pipes as applicable;
6. Treat plumbing and electrical entrances into slabs, bathtubs and sewer lines, as applicable;
7. Treat designated interior areas of current termite activity;
8. Maximum rates according to label specifications or termiticide product will be applied;
9. All exposed expansion joints will be treated;
10. All drilling for treatment will be on 12" centers, where applicable;
11. Use of bait stations may be utilized where deemed necessary, with the approval of the SBAC IPM Coordinator;
12. Contractor will be responsible for all callbacks for re-treatment, up to one (1) year after initial application.

Reproductive swarming termites may occur after initial treatment; treatment of swarming termites is made on an occurrence basis and cost for this treatment is included in the IPM program per site cost. Response time is to be within forty-eight (48) hours of initial contact with contractor's office.

Quarterly follow-up inspections of each treated school with written reports of conditions are required during the first year warranty period and are included in the per linear foot price of the original treatment. Each report shall bear the signature of the school principal acknowledging their review of the report, and will then be forwarded to SBAC IPM Coordinator.

#### **14. Rodent Control:**

- Indoor Trapping: As a general rule, rodent control inside facilities shall be accomplished with trapping devices only. All such devices shall be placed in concealed and protected areas, out of general view, to avoid being disturbed by routine cleaning and other operations. Bidder shall be responsible for regularly checking all trapping devices on a scheduled basis, and disposing any trapped rodents in an appropriate manner.
- Rodenticides: The use of rodenticides inside facilities shall be restricted, and only employed in situations where alternative measures are not practical. Rodenticides shall not be placed in locations accessible to children, pets, wildlife, and domestic animals. Rodenticide application outside buildings shall be used in the direct treatment of rodent burrows.

- **Exclusion:** Bidder shall be responsible for identifying potential rodent entry points, and developing a mitigation plan through exclusion, when necessary. All such exclusion work exceeding the included services in the IPM shall be billed on a time and material basis in accordance with hourly service rate and material mark-up proposed on Form of Proposal.
- **Bait Boxes:** The use of bait boxes shall be in strict accordance with EPA regulations, taking into consideration the safety of non-target organisms. Service frequency shall be performed relative to the level of rodent infestation, and in accordance with the following requirements:
  - Bait boxes shall be placed in concealed and protected areas, out of general view, to avoid being disturbed by routine cleaning and other operations;
  - Lids shall be securely locked or fastened shut;
  - Bait boxes shall be securely attached or anchored to a hard surface to avoid being moved;
  - Bait shall be secured in the feeding chamber of box and not placed in the box runway or entryway;
  - Bait boxes shall contain an inside label with Bidder's business name and address, date of installation, and date of each service thereafter.

### **15. Quality Control Program**

Bidder shall establish quality control standards, and a system for inspecting and correcting work deficiencies that incorporates the following components:

- **Inspection:** Service Technicians work shall be systematically inspected and monitored by a Supervisor to ensure compliance with established program. Supervisor shall immediately correct any observed deficiencies in the quality of services provided;
- **Inspection Report:** A inspection report, in checklist format, shall be used by Supervisor to evaluate contract performance;
- **File:** Bidder shall maintain for the term of contract a quality control file that contains a record of all inspections conducted by Supervisor(s), and any corrective actions taken. The file shall be made available to District Representative upon request.

### **16. Training**

Bidder shall be required to provide, on an annual basis, a minimum of three (03) one (01) hour training sessions for District administrative and custodial staff, and Food Service Managers. The training sessions shall be scheduled and held at one (01) or more central locations as directed by District Representative. The purpose of the training shall be to increase employee understanding of IPM principles and how to implement them in daily work routines. The training seminars shall be conducted by Bidder's Certified Operator or other qualified representative. All training and instructional materials shall be provided by Bidder at no additional expense to the District.

### **17. Bidder IPM Program**

Based on the understanding of IPM program and scope of services as specified herein, Bidder shall submit with Bid response a preliminary proposal outlining the IPM program procedures and methods that shall be employed should a contract be awarded.

The IPM proposal shall be descriptive, but general in nature, and include the following information:

- A. Overview of Bidder's IPM program strategy;
- B. Bidder's intent as to the frequency and level of inspection and monitoring, including the methods and procedures to be used in identifying pest problem areas;
- C. Recommended insect and rodent control treatment for the following common areas: kitchens; dining areas, multi-purpose areas; classrooms, restrooms; locker rooms, vending areas; storage rooms; teacher's lounges, administrative offices; and, gymnasiums/auditoriums.
- D. Record keeping procedures, including sample forms (inspection, quality control, etc.) and sample pest management logbook.

IFB 23-13  
ATTACHMENT C  
FORM OF PROPOSAL  
INTEGRATED PEST MANAGEMENT PROGRAM

**Instructions:** Bid service rate(s) to be charged for the provision of Part (A) IPM Program Services at each service site on a monthly basis, and; (B) Supplemental Services specifically excluded from (A) IPM Program core services. Decimals may be carried a maximum two (02) places. All IPM program service sites and supplemental services shall be bid. Partial Bids shall not be accepted.

Service rates bid shall be inclusive of all aspects of required services including, but not limited to: supervision; labor; technical expertise; customary equipment; chemicals, materials and supplies; transportation; travel time; insurance; profit, and; any other direct and indirect cost associated with the execution and administration of contract. It is the intent of this contract that all services be performed complete. No additional costs, expenses or surcharges (i.e., chemicals, call back service, trip charges, mileage, etc.) shall be applicable to this contract unless specifically permitted herein. Unless as otherwise permitted and expressly stated herein, service rates shall be firm and fixed for the term of contract and any subsequent renewal periods.

Bidder shall not change, alter, or otherwise modify the Form of Proposal in any form or manner. Any modification of Form of Proposal may result in immediate disqualification of Bid.

Bidder (Company) Name: \_\_\_\_\_

(D) = service rate per month for servicing all specified areas (A+B+C)

(F) = service rate per month for servicing of portable buildings

**PART (A) IPM PROGRAM SERVICES**

#	Service Site	(A)	(B) Food Service Areas			(C) Other		(A+B+C)	(D)	(E) Portables		(F)	(D+F)
		General Bldg.	Multi-Purpose	Dining	Kitchen	Cover Walk	Cover Court	Total (sq. ft.)	Service Rate Per Month	Qty.	Total (sq. ft.)	Service Rate Per Month	Extended Amount
	Elementary (22)												
1	Alachua	66,430	0	2,667	2,090	9,069	4,624	84,880	\$	2	1,728	\$	\$
2	Archer Com.	56,244	0	4,767	2,723	15,900	3,720	83,354	\$	2	1,728	\$	\$
3	Chiles	92,618	1,717	3,671	3,247	15,585	4,692	121,530	\$	0	0	\$	\$
4	Finley	56,089	0	2,992	3,998	12,198	4,656	79,933	\$	11	9,504	\$	\$
5	Foster	53,418	1,623	2,721	3,811	28,314	4,676	94,563	\$	4	3,456	\$	\$
6	Glen Springs	49,334	1,878	2,528	2,974	12,597	3,840	73,151	\$	7	6,048	\$	\$
7	Hidden Oak	83,181	0	3,616	2,256	7,003	4,140	100,196	\$	8	6,612	\$	\$
8	High Springs Com.	103,907	0	4,446	2,357	22,454	4,096	137,260	\$	5	4,320	\$	\$
9	Idywild	74,747	0	6,404	2,471	9,078	4,000	96,700	\$	1	850	\$	\$
10	Irby	82,440	1,830	3,521	2,100	12,172	4,692	106,755	\$	2	1,728	\$	\$
11	Lake Forest	60,844	2,083	2,253	3,320	27,870	4,982	101,352	\$	0	0	\$	\$
12	Littlewood	64,110	0	2,308	1,801	37,872	4,340	110,431	\$	6	5,184	\$	\$
13	Meadowbrook	81,679		4,113	3,362	3,900	4,703	97,757	\$	3	2,592	\$	\$
14	Metcalfe	68,535	2,432	2,290	2,369	7,537	4,340	87,503	\$	0	0	\$	\$
15	Newberry	48,257	1,356	2,826	2,111	7,363	4,340	66,253	\$	13	11,232	\$	\$
16	Norton	87,270	1,830	3,521	1,997	12,100	4,684	111,402	\$	3	2,592	\$	\$
17	Rawlings	53,739	1,889	2,496	2,541	12,716	4,092	77,473	\$	5	4,320	\$	\$
18	Shell	46,705	0	3,828	2,736	10,464	3,790	67,523	\$	0	0	\$	\$
19	Talbot	76,436	0	3,616	2,460	7,979	7,560	98,051	\$	10	8,640	\$	\$
20a	Terwilliger Old	68,108	0	2,828	1,630	27,468	3,600	103,634	\$	12	10,368	\$	\$
20b	Terwilliger New	68,212	0	4,442	3,643	4,615	1,882	82,794	\$	0	0	\$	\$
Subtotal												\$	

(D) = service rate per month for servicing all specified areas (A+B+C)  
(F) = service rate per month for servicing of portable buildings

		(A)	(B) Food Service Areas			(C) Other		(A+B+C)	(D)	(E) Portables		(F)	(D+F)
#	Service Site	General Bldg	Multi-Purpose	Dining	Kitchen	Cover Walk	Cover Court	Total (sq. ft.)	Service Rate Per Month	Qty.	Total (sq. ft.)	Service Rate Per Month	Extended Amount
21	Wiles	77,585	1,276	2,340	2,438	7,700	8,600	99,939	\$	10	8,640	\$	\$
22	Williams	54,649	1,964	2,384	2,424	7,767	4,096	73,284	\$	3	2,592	\$	\$
	Middle (07)												
23	Bishop	138,803	3,778	4,951	5,428	4,800	0	157,760	\$	0	0	\$	\$
24	Fort Clarke	95,164	0	5,316	3,540	16,236	0	120,256	\$	13	11,232	\$	\$
25	Kanapaha	131,850	0	7,497	1,973	25,935	0	167,255	\$	5	4,320	\$	\$
26	Lincoln	124,760	0	5,040	3,172	9,561	0	142,533	\$	2	1,728	\$	\$
27	Mebane	84,407	0	4,137	4,428	25,385	0	118,357	\$	0	0	\$	\$
28	Oakview	101,347	7,894	0	2,908	25,826	0	137,975	\$	5	4,320	\$	\$
29	Westwood	106,848	0	4,773	4,140	21,256	0	137,017	\$	6	5,184	\$	\$
	High (07)												
30	Buchholz	181,080	1,382	7,706	3,440	49,718	0	243,326	\$	16	13,824	\$	\$
31	Eastside	179,843	0	6,242	3,028	54,843	0	243,956	\$	8	6,912	\$	\$
32	Gainesville	187,315	4,362	5,614	5,671	81,612	0	284,574	\$	0	0	\$	\$
33	Hawthorne Jr./Sr.	95,191	0	5,056	3,509	5,343	0	109,099	\$	1	864	\$	\$
34	Loften	69,216	2,427	0	1,983	15,537	0	89,163	\$	7	6,048	\$	\$
35	Newberry	100,367	0	2,472	3,680	13,171	0	119,690	\$	5	4,320	\$	\$
36	Santa Fe	134,510	0	3,365	1,923	50,879	0	190,677	\$	4	3,456	\$	\$
	Centers (09)												
37	A.Q. Jones	36,840	0	1,047	936	5,094	0	43,917	\$	3	2,592	\$	\$
38	Camp Crystal	20,478	0	3,415	350	0	0	24,243	\$	8	6,912	\$	\$
39	Duval Early Learn.	72,576	1,546	2,426	2,601	11,759	6,002	96,910	\$	7	6,048	\$	\$
40	Early Head Start	0	0	0	0	0	0	0	\$	9	7,776	\$	\$
												Subtotal	\$

(D) = service rate per month for servicing all specified areas (A+B+C)

(F) = service rate per month for servicing of portable buildings

#	Service Site	(A)	(B) Food Service Areas			(C) Other		(A+B+C)	(D)	(E) Portables		(F)	(D+F)
		General Bldg.	Multi-Purpose	Dining	Kitchen	Cover Walk	Cover Court	Total (sq. ft.)	Service Rate Per Month	Qty.	Total (sq. ft.)	Service Rate Per Month	Extended Amount
41	Fearnside Family	20,517	0	0	160	0	0	20,677	\$	3	2,592	\$	\$
42	Prairie View	61,133	2,395	2,402	3,110	18,935	5,158	93,133	\$	2	1,728	\$	\$
43	Regional Detention	0	0	0	0	0	0	0	\$	3	2,592	\$	\$
44	Sidney Lanier	75,708	0	1,760	2,332	30,698		110,498	\$	0	0	\$	\$
45	Traffic Safety	7,240	0	0	0	0	0	7,240	\$	3	2,592	\$	\$
	Ancillary (07)												
46	Citizens Field	11,026	0	0	0	0	0	11,026	\$	0	0	\$	\$
47	Hawthorne Stadium	2,307	0	0	0	0	0	2,307	\$	2	1,728	\$	\$
48	Horizon	14,930	0	0	0	5,605	0	20,535	\$	13	11,232	\$	\$
49	District Office	50,251	0	0	0	4,288	0	54,539	\$	0	0	\$	\$
50	Sivia Center	75,493	0	0	0	0	0	75,493	\$	5	4,320	\$	\$
51	Oscar Servin	2,519	0	0	0	0	0	2,519	\$	1	864	\$	\$
52	Manning Complex	87,619	0	0	0	0	8,656	96,275 ↓	\$	1	864 ↓	\$	\$
a	Adm. Annex	7,913	0	0	0	0	0	7,913	-----	0	0	-----	-----
b	Purchasing/Printing	6,846	0	0	0	0	0	6,846	-----	0	0	-----	-----
c	Records Storage	1,998	0	0	0	0	0	1,998	-----	0	0	-----	-----
d	Construction Yard	7,229	0	0	0	0	3,500	10,729	-----	0	0	-----	-----
e	Transportation	29,845	0	0	0	0	3,656	33,501	-----	1	864	-----	-----
f	Physical Dist. Ctr.	33,788	0	0	0	0	1500	35,288	-----	0	0	-----	-----
Subtotal												\$	
Part (A) Total Per Month:												\$	

Part (A) Annualized Total (x12):	\$
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**PART (B) SUPPLEMENTAL SERVICES**

As part of contract, Bidder shall perform the following supplemental pest control related services on an “as needed” basis. All services shall be approved by District Representative prior to execution.

#	Description	Est. Qty.	U/M	Service Rate	Extended Amount
1a	Fire Ant Control: target area < (01) acre	600	per 500 sq. ft.	\$	\$
1b	Fire Ant Control: target area ≥ (01) acre	600	per 500 sq. ft.	\$	\$
1c	Minimum Service Charge	10	per service call	\$	\$
Single-application control of fire ants in areas <u>not</u> within defined IPM program service areas (i.e., playgrounds, athletic fields, etc.). Service rate to include all follow-up calls as necessary for successful treatment of target area within thirty (30) days of initial application. Minimum service charge shall be in-lieu of any application service charge.					

#	Description	Est. Qty.	U/M	Service Rate	Extended Amount
2a	Extended Fire Ant Control: target area < (01) acre	1000	per 500 sq. ft.	\$	\$
2b	Extended Fire Ant Control: target area ≥ (01) acre	1000	per 500 sq. ft.	\$	\$
2c	Minimum Service Charge	10	per service call	\$	\$
Single-application control of fire ants in areas <u>not</u> within defined IPM program service areas (i.e., playgrounds, athletic fields, etc.) using Bayer Topchoice® or other District approved insecticide. Service rate to include all follow-up calls as necessary for successful treatment of specified area within twelve (12) months of initial application. Minimum service charge shall be in-lieu of any application service charge.					

#	Description	Est. Qty.	U/M	Service Rate	Extended Amount
3a	Bat Exclusion: (01) entry point	6	per entry/exit pt.	\$	\$
3b	Bat Exclusion: (02) or more entry/exit points	12	per entry/exit pt.	\$	\$
Service rate shall be based on <u>per entry/exit point</u> and include initial consultation, set-up, monitoring, removal, sealing, equipment, and all materials and supplies; service rate to include all follow-up calls as necessary for successful exclusion.					

#	Description	Est. Qty.	U/M	Service Rate	Extended Amount
4a	Stinging Insect Control	40	per service call	\$	\$
4b	Stinging Insect Control > 20' height	20	per service call	\$	\$
Service rate for treatment application of nests of stinging insects (i.e., wasps, bees, yellow jackets, etc.) that are greater than 20' in height <u>or</u> in areas <u>not</u> within defined IPM program service areas (i.e., playgrounds, athletic fields, etc.). Service rate to include all follow-up calls as necessary for successful treatment. It shall be required that nest be removed after treatment when reachable (≤ 12').					

#	Description	Est. Qty.	U/M	Service Rate	Extended Amount
5	School Bus Pest Control Services	225	per bus	\$	\$
Service rate for treatment application of various types of pests in District owned school buses including, but not limited to, spiders, roaches, fleas, etc.; treatment areas to include under dash, under and back of seats, floors, walls, and compartment areas; Fleet Size: 200 buses					

#	Description	Est. Qty.	U/M	Service Rate	Extended Amount
6	Wild Animal Control	10	per service call	\$	\$
Trapping and removal of wild animals (i.e., squirrels, possums, etc.); service rate to include periodic monitoring of trap and any other follow-up calls as necessary for successful extraction.					

#	Description	Est. Qty.	U/M	Service Rate	Extended Amount
7a	Bait Boxes - Initial Rate	44	per service call	\$	\$
7b	Bait Boxes - Monthly Fee	44	Per month	\$	\$
7c	Vehicle (Van and Trucks) Treatment - Initial Rate	4	per service call	\$	\$
7d	Vehicle (Van and Trucks) Treatment - Follow Up Rate	8	per service call	\$	\$
7e	Green Drains - Installation and Materials Fee	50	per unit	\$	\$
7f	Fly Lights - Installation and Materials Fee	44	per unit	\$	\$
7g	General Household Pest (GHP) Cleanout – flat rate	10	per service call	\$	\$

#	Description	Est. Qty.	U/M	Service Rate	Extended Amount
8a	Subterranean Termites				
1	Termicide application	5000	Linear Foot	\$	\$
2	Bait box installation and monitoring	125	Each	\$	\$
8b	Drywood Termites and other WDO				
1	Termicide application	2500	Square foot	\$	\$

#	Description	Est. Qty.	U/M	Service Rate	Extended Amount
9	Actisol treatment	10	Square Foot	\$	\$
Service rate shall be based on square footage of space and include initial consultation, equipment, and all materials and supplies; service rate to include all follow-up calls as necessary for successful treatment.					

Part (B) Total:	\$
-----------------	----

Award Total (Part A+B):	\$
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Optional Services: Bidder is requested to propose: hourly service rate for the provision of carpentry services that may be required to make structural modifications to limit pest access, and a percentage (%) mark-up to be applied to the cost of all directly purchased materials. All carpentry work shall be billed on a time and material basis in accordance with the following:

A. One Service Technician: \$\_\_\_\_\_ . \_\_\_\_ per hour

B. One Two-Person Crew: \$\_\_\_\_\_ . \_\_\_\_ per hour

C. Materials: Cost plus (+) \_\_\_\_\_% Mark-up

It is understood that all pest control services that may be necessary in association with any structural modification (i.e., trapping, disposal) shall be considered part of IPM program and performed at no additional charge to the District.

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Bidder is advised prior to submission of Bid to check the Purchasing Department website for any Addenda that may have been issued.

Acknowledgement of receipt of addenda (if applicable):

\_\_\_\_\_ Addendum No. 1  
(initial here)

\_\_\_\_\_ Addendum No. 2  
(initial here)

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IFB 23-13, Form of Proposal

## QUESTIONNAIRE

### Contact Information

Address of facility from which services shall be dispatched under this contract:

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Designated Account Representative:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell#: \_\_\_\_\_

Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

Second Contract (if Account Representative is not available):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell#: \_\_\_\_\_

Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact Information (if different then Account Representative):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell#: \_\_\_\_\_

Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

### Business Operations

- Does your firm have the ability and experience to perform all services as described?  Yes  No  
If no, list exceptions and provide explanation as attachment to Bid submittal.
- Is it your firm's intent to subcontract any part of this contract?  Yes  No  
If yes, provide subcontractor information with Bid submittal.
- Does your firm have a quality control program in place?  Yes  No
- Has your firm received any license agency or other regulatory authority sanctions within the last (05) years?  
 Yes  No (If yes, provide detailed explanation with Bid submittal)
- Is your business office staffed during regular business hours?  Yes  No  
State regular business hours: \_\_\_\_\_ to \_\_\_\_\_

**Experience**

- Years in business under present name: \_\_\_\_\_
- Years performing contract services in: State of Florida: \_\_\_\_\_ Alachua County: \_\_\_\_\_
- Is your firm currently servicing other commercial accounts within Alachua County?  Yes  No  
If yes, do any of commercial accounts follow the IPM program format?  Yes  No
- Has your firm performed contract services for other school districts within the State of Florida?  Yes  No  
If “Yes”, list each school district: \_\_\_\_\_  
\_\_\_\_\_

**Personnel**

- Certified Operator:  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Cell#: \_\_\_\_\_  
Fax #: \_\_\_\_\_ Email: \_\_\_\_\_  
Does Certified Operator meet all qualifications as specified?  Yes  No
- Entomologist:  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Cell#: \_\_\_\_\_  
Fax #: \_\_\_\_\_ Email: \_\_\_\_\_  
Does Entomologist meet all qualifications as specified?  Yes  No
- Current number of Supervisors located at designated dispatch facility that are available for assignment under this contract: \_\_\_\_\_  
Do all Supervisors meet all qualifications as specified?  Yes  No
- Current number of Service Technicians located at designated dispatch facility that are available for assignment under this contract: \_\_\_\_\_  
Do all Service Technicians meet all qualifications as specified?  Yes  No

**References**

Provide five (05) references for commercial (business/institutional) accounts within the State of Florida that your firm has provided IPM services within the past two (02) years of which one (01) account shall be similar in size and scope of services as described herein. A minimum of two (02) references shall be for accounts located within Alachua County.

1) Company/Organization name: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_  
Contact name: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone #: (\_\_\_\_\_) \_\_\_\_\_ Under current contract:  Yes  No  
Service Date(s): \_\_\_\_\_ to \_\_\_\_\_  
Description of services provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2) Company/Organization name: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_  
Contact name: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone #: (\_\_\_\_\_) \_\_\_\_\_ Under current contract:  Yes  No  
Service Date(s): \_\_\_\_\_ to \_\_\_\_\_  
Description of services provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3) Company/Organization name: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_  
Contact name: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone #: (\_\_\_\_\_) \_\_\_\_\_ Under current contract:  Yes  No  
Service Date(s): \_\_\_\_\_ to \_\_\_\_\_  
Description of services provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4) Company/Organization name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Contact name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone #: (\_\_\_\_\_) \_\_\_\_\_ Under current contract:  Yes  No

Service Date(s): \_\_\_\_\_ to \_\_\_\_\_

Description of services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5) Company/Organization name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Contact name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone #: (\_\_\_\_\_) \_\_\_\_\_ Under current contract:  Yes  No

Service Date(s): \_\_\_\_\_ to \_\_\_\_\_

Description of services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

APPENDIX A  
SCHOOL BOARD OF ALACHUA COUNTY  
SERVICE SITES

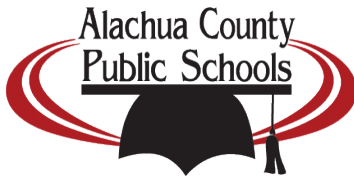
#	SERVICE SITE	ADDRESS	CITY	ZIP
	Elementary Schools (22)			
1	Alachua	13800 NW 152 Place	Alachua	32615
2	Archer Community	14533 SW 170 <sup>TH</sup> St.	Archer	32618
3	Chiles, Lawton	2525 Schoolhouse Rd.	Gainesville	32608
4	Finley, J.J.	1912 NW 5 <sup>TH</sup> Ave.	Gainesville	32603
5	Foster, Stephen	3800 NW 6 <sup>TH</sup> St.	Gainesville	32609
6	Glen Springs	2826 NW 31 <sup>ST</sup> Ave.	Gainesville	32605
7	Hidden Oak	2100 Ft. Clarke Blvd.	Gainesville	32606
8	High Springs Community	1015 N. Main	High Springs	32643
9	Idylwild	4601 SW 20 <sup>TH</sup> Terr.	Gainesville	32608
10	Irby, W.W.	13505 NW 140 <sup>TH</sup> St.	Alachua	32615
11	Lake Forrest	4401 SE 4 <sup>TH</sup> Ave.	Gainesville	32641
12	Littlewood	812 NW 34 <sup>TH</sup> St.	Gainesville	32605
13	Meadowbrook	11525 NW 39 <sup>TH</sup> Ave.	Gainesville	32606
14	Metcalfe, W.A.	1250 NE 18 <sup>TH</sup> Ave.	Gainesville	32609
15	Newberry	25705 SW 15 <sup>TH</sup> Ave.	Newberry	32669
16	Norton, C.W.	2200 NW 45 <sup>TH</sup> Ave.	Gainesville	32605
17	Rawlings, M.K.	3500 NE 15 <sup>TH</sup> St.	Gainesville	32609
18	Shell, Chester	21633 SW 65 Ave.	Gainesville	32640
19	Talbot, WM. S.	5701 NW 43 <sup>RD</sup> St.	Gainesville	32653
20a	Terwilliger, Myra	301 NW 62 <sup>ND</sup> St.	Gainesville	32607
20b	Terwilliger, Myra	3999 SW 122 <sup>ND</sup> St.	Gainesville	32608
21	Wiles	4601 SW 75 <sup>TH</sup> St.	Gainesville	32608
22	Williams	1245 SE 7 <sup>TH</sup> Ave	Gainesville	32641
	Middle Schools (07)			
23	Bishop, Howard	1901 NE 9 <sup>TH</sup> St.	Gainesville	32609
24	Fort Clarke	9301 NW 23 <sup>RD</sup> Ave.	Gainesville	32606
25	Kanapaha	5005 SW 75 <sup>TH</sup> St.	Gainesville	32608
26	Lincoln, Abraham	1001 SW 12 <sup>TH</sup> St.	Gainesville	32641
27	Mebane, A.L.	16401 NW 140 <sup>TH</sup> St.	Alachua	32615
28	Oak View	1203 SW 250 <sup>TH</sup> St.	Newberry	32669
29	Westwood	3215 NW 15 <sup>TH</sup> Ave.	Gainesville	32605
	High Schools (07)			
30	Buchholz, F.W.	5510 NW 27 <sup>TH</sup> Ave.	Gainesville	32606
31	Eastside	1201 SE 43 St.	Gainesville	32641
32	Gainesville	1900 NW 13 <sup>TH</sup> St.	Gainesville	32609
33	Hawthorne Jr./Sr.	21403 SE 69 Ave.	Hawthorne	32640
34	Loften	3000 E. University Ave.	Gainesville	32641

APPENDIX A				
#	SERVICE SITE	ADDRESS	CITY	ZIP
35	Newberry	400 SW 258 <sup>TH</sup> St.	Newberry	32669
36	Santa Fe	16331 NW U.S. 441	Alachua	32615
	Centers (09)			
37	A.Q. Jones Center	1108 NW 7 <sup>TH</sup> Ave.	Gainesville	32601
38	Camp Crystal Lake	6724 Camp Crystal Rd.	Stark	32091
39	Duval Early Learning	2106 NE 8 <sup>TH</sup> Ave.	Gainesville	32641
40	Early Headstart (Wiles)	4555 SW 75 <sup>TH</sup> St.	Gainesville	32609
41	Fearnside Family Service	3600 NE 15 <sup>TH</sup> St.	Gainesville	32609
42	Prairie View Center	1801 SE 35 <sup>TH</sup> Ave.	Gainesville	32641
43	Regional Detention	3440 NE 39 <sup>th</sup> Ave.	Gainesville	32609
44	Sidney Lanier Center	312 NW 16 <sup>TH</sup> Ave.	Gainesville	32601
45	Traffic Safety Center	3501 NE 12 <sup>TH</sup> St.	Gainesville	32609
	Ancillary Sites (07)			
46	Citizens Field	1000 NE Waldo Rd.	Gainesville	32601
47	Hawthorne Stadium	6405 SE 210 <sup>TH</sup> Terr.	Hawthorne	32640
48	Horizon	2802 NE 8 <sup>TH</sup> Ave.	Gainesville	32641
49	District Office	620 E. University Ave.	Gainesville	32601
50	Sivia Support Center	3700 NE 53 <sup>RD</sup> Ave.	Gainesville	32609
51	Oscar Servin	1725 SE 1st Ave.	Gainesville	32641
52	Manning Complex	1817 E. University Ave.	Gainesville	32641
a	Manning Admin. Annex	1817 E. University Ave.	Gainesville	32641
b	Purchasing/Printing	1817 E. University Ave.	Gainesville	32641
c	Records Storage	1800 SE Hawthorne Rd.	Gainesville	32641
d	Facilities Construction Yard	1817 E. University Ave.	Gainesville	32641
e	Transportation Dept.	1800 SE Hawthorne Rd.	Gainesville	32641
f	Physical Distribution Center	1800 SE Hawthorne Rd.	Gainesville	32641

## **APPENDIX B**

- i. WORK PROPOSAL**
- ii. WORK TIME SHEET**
- iii. MATERIALS LIST**





**WORK PROPOSAL**  
(Submit to District Representative)

IFB No. 23-13 Title: **INTEGRATED PEST MANAGEMENT**

Work Location:		Ref. #	
Contractor:		Date:	____/____/____
Submitted By:		Submitted To:	
Phone #:		Email:	

Description of Work: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Required Information – Contractor shall provide estimate below as basis of proposal in accordance with awarded contract.

#	Equipment/Labor Classification	Qty.	Estimated Hours	Hourly/ Service Rate	Extend Amount
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
<b>Total</b>					<b>\$</b>

Contractor hereby proposes to furnish labor, complete in accordance with referenced IFB and the above specifications, for the following amount:

(Check  one):  NOT TO EXCEED \_\_\_\_\_ Dollars \$ \_\_\_\_\_.

Time for completion: The work shall be commence on: \_\_\_\_/\_\_\_\_/\_\_\_\_, and be completed by: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Contractor:** It is agreed and understood that all work performed shall comply strictly with the requirements of the above-referenced contract. Any alteration or deviation from above specifications involving extra costs shall be approved by the SBAC District Representative prior to commencement of work.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Acceptance of Proposal by School Board of Alachua County:** The above prices, specifications and conditions are hereby accepted.

Reviewed by: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  P-Card  PO

**Completion of Work:** Contractor certifies that all work described herein has been inspected and found to be complete, in accordance with the contract. Payment in full is hereby requested.

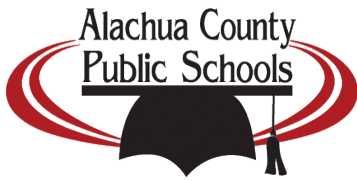
Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Release for Payment:** The School Board of Alachua County has inspected the work described herein, found it to be complete in accordance with the contract, and hereby authorizes payment in full to the Contractor.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Funding Account String: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ \$ \_\_\_\_\_





**MATERIALS LIST**

(Submit as Attachment to Work Proposal)

IFB No. 23-13 Title: **INTEGRATED PEST MANAGEMENT**

Work Location:		Ref. #	
Contractor:		Date:	____/____/____
Submitted By:		Submitted To:	
Phone #:		Mark-up (%) per Contract:	

(Unit Price = Net Cost + % Mark-up)

#	Description	Qty.	U/M	Unit Price	Extend Amount
1				\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
6				\$	\$
7				\$	\$
8				\$	\$
9				\$	\$
10				\$	\$
11				\$	\$
12				\$	\$
<b>TOTAL</b>					\$

Equipment Rental:		(Unit Cost = Net Cost + 15% mark-up)			
#	Equipment Description	Rental Dealer	Rental Period	Rental Fee Net Cost	Rental Fee Unit Cost
1				\$	\$
2				\$	\$
3				\$	\$
<b>Total</b>					\$

Contractor hereby proposes to provide the listed materials/rental equipment in accordance with contract. Any alteration or deviation from above specifications involving material/equipment substitution and/or extra costs shall be approved by the District Representative prior to commencement of work. Contractor guarantees that all materials shall be provided to District as specified. Unless otherwise approved by District Representative, all materials shall be factory new and unused, first quality and fresh stock, and designed to give satisfactory performance in accordance with intended use.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Acceptance of Materials List by School Board of Alachua County:** The above specifications and prices are hereby accepted.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Funding Account String: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ \$ \_\_\_\_\_.

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ \$ \_\_\_\_\_.

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ \$ \_\_\_\_\_.