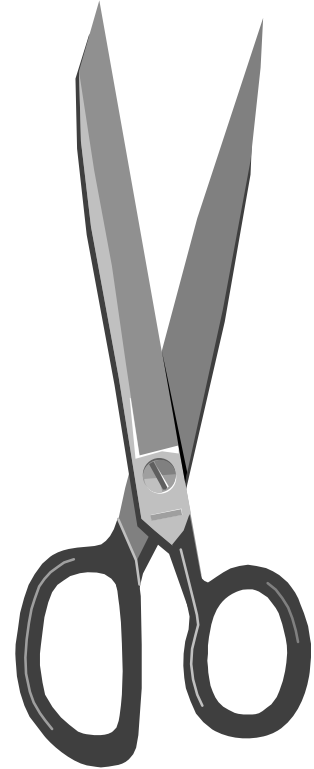


Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Neither faxed nor electronically submitted bids will be accepted. Be sure to include the name of the company submitting the bid where requested.

<b>DELIVER TO: PURCHASING DEPARTMENT</b> School Board of Polk County 1915 South Floral Avenue, PO Box 391 Bartow, FL 33831-0391
<b>SEALED BID DO NOT OPEN</b>
SEALED BID NO.: 065-MHH-0410
BID TITLE: Pest Control Services
DUE DATE/TIME: April 29, 2010 @ 3:00PM
SUBMITTED BY: _____ Name of company



*Please Note:*

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same web site from which you obtained this bid. Vendors receiving bids via US mail will be sent notification of all addenda. If you downloaded the bid from this web site, you will need to check the web site to see if there are any addenda that have been posted.

Interested vendors must have a completed vendor application on file with the School Board Purchasing Department prior to bid award in order for your bid to be considered. The Vendor Application Form is available from our web site at <http://www.polk-fl.net/districtinfo/departments/businessservices/purchasing.htm> Click on “[Vendor Application](#)” from the menu on the left side of the screen and follow the instructions.

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

P.O. BOX 391  
BARTOW, FLORIDA 33831-0391

1915 SOUTH FLORAL AVENUE  
BARTOW, FLORIDA 33830-7124

INVITATION TO BID

Bid Title Pest Control Services

Bid File Number 065-MHH-0410 Posted April 8, 2010

Sealed bids will be received until 3:00 PM on April 29, 2010 in the School Board Purchasing Office at the above address. The official clock for the purpose of receiving bids is located in the Purchasing Office. All bids must be date and time stamped by the official clock. Bids will be opened in the Purchasing Offices after the deadline for receiving bids. Any bid received in Purchasing after the deadline indicated above will be date and time stamped and will not be opened. It is vendors' responsibility to see that their bids are properly received at the correct location prior to the deadline. Your bid must be on this form with the Bidder Acknowledgment completed. Inquiries on this bid should be addressed to: Harold Hamby telephone (863) 534-0575, FAX (863) 534-0802, E-Mail harold.hambyjr@polk-fl.net.

BIDDER ACKNOWLEDGMENT

The undersigned, having carefully examined the "Invitation to Bid" with any attached "Special Terms and Conditions" agrees to abide by all conditions of the bid and offers to furnish the items or services as set forth. I further certify that I am authorized to sign this bid.

<u>VENDOR NAME</u>	<u>MAILING ADDRESS</u>
<u>PRINT OR TYPE SIGNATURE AND TITLE</u>	<u>CITY, STATE, ZIP</u>
<u>WRITTEN SIGNATURE</u>	<u>DATE</u>
<u>TELEPHONE NUMBER (TOLL FREE, IF AVAILABLE)</u>	<u>FAX NUMBER</u>
<u>E-MAIL ADDRESS</u>	<u>FEID NUMBER</u>

**DISCOUNT:** Our company offers the following discount schedule: \_\_\_\_\_.

**NOTE: THE ABOVE BIDDER ACKNOWLEDGMENT MUST BE SIGNED FOR YOUR BID TO BE ACCEPTED.**

GENERAL INSTRUCTIONS AND CONDITIONS

- CONTRACT PERIOD:** Bids that do not offer prices good until the following date will not be accepted: May 31, 2011. Contract(s) awarded from this bid will begin on May 26, 2010 and will run through May 31, 2011.
- F.O.B. DELIVERY POINT:** All prices bid must include delivery charges to stated destination(s) as follows: See bid form.
- POSTING OF BID AWARDS:** Recommended award of this bid will be posted at the School Board Administrative Offices on or about May 4, 2010 and will remain posted for a period of 72 hours. Bid tabulations will not be mailed. Bid files and tabulations may be examined during normal working hours.
- PRICES AND TAXES:** All prices are normally fixed for the duration of the contract period. Fluctuating or adjustable prices are only acceptable if so stated in the Special Terms and Conditions". The School Board is exempt from State sales and use taxes and Federal excise taxes. (State Exemption No. 85-8013927632C-8)

5. **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in bid evaluation unless all other factors are equal. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
6. **DELIVERY:** Deliveries must be made in accordance with specified delivery schedules or as soon as possible after receipt of the purchase order if no delivery schedule is specified or bid. All delivery containers must be marked with the Polk County School Board purchase order number and product item number. Unless stated otherwise, all products being shipped into the Board's warehouse shall be packaged in cardboard cartons so as to prevent damage both in transit and in the warehouse. For all truck deliveries into the warehouse, the Bidder is required to provide notification AT LEAST 24 HOURS PRIOR TO DELIVERY. For Bartow deliveries, call Warehouse Receiving at (863) 534-0910. Truck drivers will be required to assist in unloading.
7. **QUANTITIES:** Quantities shown are not guarantees of purchase. The Board may purchase additional quantities during the life of the contract unless the bid sheets are noted, "Bid is for Specified Quantity Only," by the Bidder. The bid sheets must state, "Minimum Reorder Quantities," if applicable.
8. **EQUIVALENT PRODUCTS:** Any manufacturers' trade, brand, model or catalog number listed as a specification is for information purposes and not to limit competition. The Bidder may offer any equivalent current production model which meets or exceeds the specifications unless noted otherwise in the specifications. If an equivalent model is offered, the Bidder must clearly indicate any deviation from the specifications and include complete descriptive literature on alternate item(s) or the items will not be considered.
9. **SPECIFICATIONS:** All items offered must be in accordance with specifications except as noted above. Minor departures from specifications may be considered at the option of the Board. When applicable, all products shall carry evidence of Underwriters' Laboratory (UL) listing and comply with the requirements of the Occupational Safety and Health Act, (OSHA). When applicable, delivered items must be accompanied by a Material Safety Data Sheet (MSDS). If product packing or packaging is to be different than specified in the bid, the Bidder must state any deviation. The bid, lacking any statement to the contrary, will be received as being in complete compliance with specifications. When more than one bid meets all specifications, the Board reserves the right to determine the "Lowest and Best" bid. Bid items are subject to testing at the Bidder's expense. Delivery of items not meeting specifications is cause for removal from the list of acceptable Bidders and no payment will be made for the entire delivery, including usage.
10. **SAMPLES:** When requested, samples will be furnished at Bidder's expense. Requests for sample returns must be made within 30 days of the bid opening. If no return request is made, the samples will become the property of the Board. Failure to submit samples when required may result in non-acceptance of the bid.
11. **SERVICE AND WARRANTY:** Bidder should attach any warranties offered and explain warranties and service provided. These may not be in conflict with warranties required in the specifications.
12. **ACCEPTANCE OR REJECTION:** The right to accept or reject any bids or individual items in the bids and to waive irregularities in bids is reserved by the Board.
13. **DETERMINATION OF BID AWARD BASIS:** Unless specifically excluded by the Bidder, bid awards may be made on either a composite or a line item basis.
14. **MISTAKES:** In case of mathematical errors, the Bidder's unit price shall be considered the bid price. It is the Bidder's responsibility to understand the terms, conditions, and specifications of the bid. Failure to do so will be at the Bidder's risk.
15. **PLACING AND ACCEPTANCE OF ORDERS:** The award of this bid does not constitute an order. Before delivery is made the Bidder must receive a duly executed purchase order or contract. Acceptance by the Bidder is assumed upon issue by the Board of a duly executed purchase order or contract. Inspection and acceptance of items will be at the stated destination(s) unless otherwise provided, and title to and risk of loss or damage is the responsibility of the Bidder until acceptance by the Board.
16. **ASSIGNMENT, INVOICES, AND PAYMENT:** No assignment of an order or monies to be derived there from is acceptable without the prior written approval of the Board. All invoices must be submitted in triplicate to the Board with each purchase order being invoiced separately. Payment shall be made upon presentation of properly prepared invoices. Payment is generally made on the next Friday following the week in which invoicing is completed.

17. **PERFORMANCE:** If the Bidder refuses or is unable to make delivery within a reasonable time, the Board may hold the Bidder responsible for any damages or costs incurred by the Bidder's actions. The Board may withhold payments pending satisfactory compliance with the terms of the agreement. The Bidder shall hold and save the Board and Board employees harmless from liability of any kind in the performance of this contract.
18. **CONTRACT FAILURE:** Should any Contractor fail to enter into a contract with the School Board on the basis of the submitted bid by said Contractor, Contractor acknowledges that Contractor shall be liable to the School Board for the difference between such bid price and the price the School Board pays to secure the merchandise from another source. Failure to pay said amount to the School Board upon demand will result in the company being removed from the bid list for a period of not less than two (2) years from the date of infraction.
19. **CONFLICT OF INTEREST:** All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the Board. Further, all Bidders must disclose the name of any Board employee who owns, directly or indirectly, any interest of any amount in the Bidders firm or branches.
20. **ATTACHMENTS:** All attached sheets are a part of this bid and any Special Terms and Conditions contained therein which are in conflict with the GENERAL INSTRUCTIONS AND CONDITIONS shall have precedence.
21. **ADDENDUM:** Any changes in this bid shall be in the form of a written addendum by the Purchasing Director. No other person shall be authorized to make changes verbally or in writing. It shall be the responsibility of the bidder to ascertain if any addenda have been issued and to obtain all such addenda. Any Addendum shall be returned with this bid by the Bidder.
22. **EXTENSION:** The Board reserves the option to extend the contract period provided the Bidder is in agreement. The request for extension shall be submitted by the Bidder in writing.
23. **DISPUTES:** Any person who may be adversely affected by an intended decision with respect to the award of any bid, may protest such a decision by following the Bid Protest Procedure of the School Board of Polk County. A copy of the Procedure, which has been prepared in accordance with the provisions of the Florida Administrative Code, is available upon request and is permanently posted at the Administrative Offices of the School Board of Polk County, Florida. Failure to follow the requirements of the bid protest procedures established by the School Board of Polk County, Florida shall constitute a waiver of all protest rights. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
24. **PREFERENCE FOR DRUG-FREE WORKPLACE:** Whenever two or more bids which are equal with respect to price, quality, and service are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
25. **AGREEMENT:** This Bid and the Purchase Orders issued hereunder constitute the entire agreement between the School District and the Vendor awarded the bid. No modification of this bid shall be binding on the District or the Bidders.
26. **TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response 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 bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitted letters, specifications, literature, price estimates or warranties, it is understood and agreed the General Conditions and Special Terms and Conditions in this bid solicitation are the only terms and conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.
27. **PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST:** Per the provisions of Florida Statute 287.133 (2)(a), "a person or affiliate who has been placed on the convicted vendor 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 Florida Statute 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list". The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from

participation in this transaction or otherwise precluded by Florida Statute 287.133 from participating in this contract.

28. **DISCRIMINATORY VENDOR LIST:** Per the provisions of Florida Statute 287.134(2)(a), "An entity or affiliate who has been placed on the discriminatory vendor list 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." The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently on the discriminatory vendor list, or otherwise precluded by Florida Statute 287.134 from participating in this contract.
29. **FEDERAL DEBARMENT CERTIFICATION:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.
- a. The prospective lower tier participant certifies, by submission and signature of this bid, that neither it, nor its principals, its agents or its representatives are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.
30. **NON-COLLUSION:** The bidder certifies, by submission and signature of this bid, that it warrants that he/she has not employed or retained any company or person other than a bonafide employee working solely for the bidder to solicit or secure this bid and that he/she has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working sole for the bidder, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from this award or making of this bid.

The bidder further certifies that its bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

31. **SALES TO OTHER PUBLIC AGENCIES:** With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other public agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein. (Check where applicable): Agree to extend pricing to \_\_\_ School Boards and/or \_\_\_ public agencies within the State of Florida.
32. **BID RESPONSES:** If the bid is to be returned via express mail or in a courier envelope, the bid the bid documents should be submitted in a separate sealed envelope within the courier envelope. Express mail or courier envelopes will be opened and discarded. The face of the sealed bid envelope should have attached the label included with the bid package or noted, the Bid File Number and "Attention: Purchasing Department - Sealed Bid." If there is not going to be a bid submitted, return the "No Bid" post card, or return the Invitation to Bid, marked, "No Bid."
33. **TERMINATION OF CONTRACT:** This contract may be terminated without liability to the School Board in whole or in part when it is deemed to be in the best interest of the School Board to so act. Notification of termination must be in writing and issued by the Director of Purchasing or designee. This contract may be terminated upon 30 days written notice. Further, at the discretion of the School Board, the contract may be terminated in a period of less than 30 days in the event of poor performance or violation of the terms and conditions of this contract.

The School Board, upon termination, shall exercise its discretion to complete the balance of the contract consistent with the best interest of the School Board.

SCOTT CLANTON  
DIRECTOR, PURCHASING AND WAREHOUSING

**NOTE: The Bidder Acknowledgment on Page 1 MUST be signed for your bid to be considered.**

**Special Terms and Conditions**

A. **SCOPE:** This bid is for materials and labor as required for the tent fumigation of schools and other educational support facilities throughout the Polk County School District for infestations of Drywood Termites as well as sub-slab treatments for Subterranean Termites. Vendors will bid on four initial projects, one located on the campus of Snively Elementary, in Winter Haven Florida, one located on the campus of Bartow Elementary Academy, in Bartow, Florida, one located on the campus of B-1 Shop- In-House Construction, in Bartow, Florida and the other on the campus of Lewis Anna Woodbury Elementary in Fort Meade, Florida. These projects will be utilized to determine the most appropriate vendors to be awarded this Term Contract, as noted in Section G. below. For the purpose of this Invitation to Bid, the term "Bidder", "Contractor" and "Vendor" shall be considered synonymous.

B. **MANDATORY PRE-BID CONFERENCE:** A "**mandatory**" Pre-Bid Conference for bidders bidding on this bid shall be held at 10:00 A.M. on **April 19, 2010**, in the Purchasing Conference room located at 1915 S. Floral Ave. Bartow FL. 33830 after discussing the Bid Specifications the Pre-Bid conference shall move to Snively Elementary School of Choice at 1004 Snively Ave. Winter Haven, FL 33880. After reviewing the scope of work at Snively Elementary School of Choice the Pre-Bid conference shall move to Lewis Anna Woodbury Elementary (Lewis Campus) at 115 South Oak Avenue, Fort Meade, FL 33841. After reviewing the scope of work at Lewis Ana Woodbury Elementary the Pre-Bid conference shall move to B-1 Shop In-House Construction at 965 Highway 60 East, Bartow, FL 33830. After reviewing the scope of work at B-1 Shop In-House Construction the Pre-bid conference shall move to Bartow Elementary Academy at 590 Wilson Ave. Bartow, FL 33830. Bids received from vendors that are not present for the entire Mandatory Pre-Bid Conference will not be considered.

**Important Note:** In order to be considered for award of this Contract, bidders must be represented at the Pre-Bid Conference referenced above for the entire conference.

C. **F.O.B. DESTINATION:** Prices bid for all items shall be F.O.B. Destination and include all shipping charges to all Polk County school locations.

D. **OTHER FEES:** Bidder/Contractor may not add any additional fees to the order including, but not limited to, special handling charges, hazardous materials fees, fuel surcharges, etc.

E. **COMPLIANCE WITH THE JESSICA LUNSFORD ACT:** Florida Statutes contain certain fingerprinting and/or screening requirements pertaining to all persons or entities entering into contracts with Schools/School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this contract/agreement. Please visit <http://www.polk-fl.net/community/doingbusinesswithus/jessicalunsfordact.htm> for a list of links to requirements regarding the Jessica Lunsford Act.

**F. SIGN IN REQUIREMENTS:**

1. For the safety and security of children and staff, it is imperative that school personnel be aware of all non-school personnel on the campus.
2. All contractors/workers are required to sign in at the school office upon arrival each day and to sign out when departing.
3. All contractors/workers shall wear Polk County School Board Vendor/Contractor photo identification at all times while on school grounds.

**G. AWARD OF CONTRACT:**

1. For evaluation purposes, vendors will be invited to bid on four projects (Snively Elementary School of Choice, Bartow Elementary Academy, B-1 Shop-In-House Construction and Lewis Anna Woodbury Elementary), typical of projects likely to arise throughout the term of this bid, however; many of these future projects may be smaller or larger in scope than the original project. After bids are opened, tabulated and evaluated, it is anticipated there will be a recommendation presented to the School Board for award of this Term Contract to up to five (5) vendor(s) deemed to have submitted the lowest responsive and responsible bid(s). Pending approval by the Board, the vendors awarded this contract will be invited to submit quotes for subsequent projects as the need arises during the term of the bid. A Purchase Order will be issued to the vendor (s) deemed to have submitted the lowest responsive and responsible bid for each of the initial projects (Snively Elementary, Bartow Elementary, B-1 Shop- In-House Construction, and Lewis Elementary). Purchase Orders will be issued for each subsequent project to the vendor submitting the quote that best meets the needs of the District.
2. The School Board of Polk County reserves the right to reject any or all bids and to waive any informalities or irregularities in any bids received.
3. This bid will be awarded to responsive and responsible bidder(s) qualified by experience to provide the work specified.

**H. DAVIS-BACON ACT (34 CFR 80.36(i)(5)):** All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation). (Applies to construction contracts in excess of \$2000 awarded by the district and subgrantees when required by Federal grant program legislation).

**I. BASIS FOR AWARD:** Bidders whose bids, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible.

**J. DEADLINE FOR RECEIPT OF WRITTEN QUESTIONS:** Written questions from potential bidders will be accepted by mail, facsimile or email addressed to the attention of Harold Hamby at 1915 S Floral Ave. Bartow, FL 33830. All written questions must be received by the Polk County School Board no later than 5:00 pm April 20, 2010. Telephone inquiries will not be accepted, nor will answers be provided by

telephone. It is the sole responsibility of the bidder at its own risk to ensure that written questions, however submitted, will be received by the deadline indicated above. If warranted the School Board of Polk County will post the responses (as an addendum) to the same website where this Bid is posted, at <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm>.

K. **CANCELLATION:** In the event any of the provisions of this bid are violated by the awarded vendor, the Superintendent or designee will give written notice to the vendor stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the Board for immediate cancellation of this contract. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay to the vendor that amount of the contract actually performed to the date of termination.

L. **WARRANTY OF ABILITY TO PERFORM:** By signing the "Bidder Acknowledgment" on page 1 of this document, the 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 the Bidder's ability to satisfy its Contract obligations. The Bidder warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Bidder shall immediately notify the District in writing if its ability to perform is compromised in any manner during the term of the Contract.

M. **QUALIFICATION OF BIDDERS:** In order to be considered for award of this bid, the bidder shall meet or exceed the following qualifications and provide documentation of same as requested below. Please return required submittal listed in items 1, 2, 3 and 4 (if applicable) with your bid.

After bid opening the Polk County School Board reserves the right to request the required submittal listed below (1, 2, 3 and 4 {if applicable}) should bidder not return these submittals with their bid packet. Any requested additional information must be received by the Polk County School Board Purchasing Department within two (2) days after the date of the request for the additional information. Saturdays, Sundays and School Board Holidays shall be excluded from the two (2) day time period provided by this paragraph. The request for additional information shall be in writing and will be sent via email or fax.

1. The bidder shall have satisfactorily completed a minimum of three (3) recent contracts performing Pest Control Service similar to the scope of work as outlined in the specifications of this Invitation to Bid. Bidder shall submit customer references for a minimum of three (3) contracts similar to the scope of work as outlined in the specifications of this Invitation to Bid. A BIDDER REFERENCE FORM is provided for these references on page 15 of this Invitation to Bid.

2. All work shall be conducted in strict accordance with licensing (Florida Pest Control Act, Chapter 482 Florida Statutes). In order to be considered for award bidder(s) shall have an active Pest Control Business license issued by the Florida Department of Agriculture and Consumer Services, Bureau of Entomology & Pest Control with certified operator(s) that possess the applicable category to perform the services listed in this invitation to bid. The following categories are applicable to this invitation to bid: F=Fumigation, SF=Special (fumigation) Identification Card, and/or T=Termite or Other Wood-Destroying Organism Control. All work shall be coordinated with the Maintenance Department Pest Control Supervisor or designee.
3. The awarded bidder shall provide a name, telephone number and email address of the person to be contacted during normal business hours for subsequent quotes and to provide service as needed. An answering service will not satisfy this requirement. Space is provided for this information on the SERVICE COORDINATOR & SUBCONTRACTORS form on page 16.
4. The bidder should submit the name and address of any subcontracting firm the bidder intends to subcontract any portion of this work. Space is provided for this information on the SERVICE COORDINATOR & SUBCONTRACTORS form on page 16.

N. **SUBCONTRACTORS:** If a bidder intends to subcontract any portion of this work for any reason, the name and address of the subcontracting firm must be submitted along with their bid for approval. No subcontracting shall take place prior to awarded bidder furnishing this information and receiving written approval from the District.

The subcontractor will be equally responsible for meeting all requirements as specified in Section E. and Section M.2. The School Board of Polk County reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who (in the opinion of the Superintendent Of Schools, or designee) is not in the position to perform this award. The School Board of Polk County reserves the right to inspect all facilities of any subcontractor in order to make the determination as to the foregoing. In the event the School Board of Polk County elects to reject a subcontractor for cause, the bidder may submit another subcontractor, which will also be subject to approval by the School Board of Polk County.

O. **EMPLOYEES, SUBCONTRACTORS, AND AGENTS:** Nothing contained in these specifications shall be construed as creating any contractual relationship between any subcontractor and the District. The successful firm shall not only be held liable to the School Board of Polk County for the acts and omissions of its employees, but also for the employees of any of its subcontractors. The School Board of Polk County may reject and bar from any facility (for cause) any of the Contractor's employees, subcontractors, or agents.

P. **AUTHORIZATION TO PERFORM UNDER CONTRACT:** All purchases must be properly authorized in advance. Vendors must first obtain a printed purchase order before commencing performance under a contract. Vendors shall take no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the District's Purchasing Department. Additional work must be authorized in advance by the Purchasing Department; at the discretion of the

Purchasing Department either a change order to the original purchase order or a supplemental purchase order will be issued for the requested modification (increase, change, decrease, cancel). The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.

**Q. USE OF OTHER CONTRACTS:** The School Board reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, or any other community college/state university system cooperative bid agreement, in lieu of any offer received or award made as a result of this bid, if it is in its best interest to do so. The School Board also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.

**R. QUOTES FOR SUBSEQUENT PROJECTS:** After award of contract the awarded vendor(s) may be requested to quote on subsequent projects. Each quote shall clearly and separately identify any, and all-applicable charges (all quotes must be itemized). All prices quoted shall be FOB Jobsite (or the Polk County location as directed on PO) and shall include the furnishing of all labor and materials required to complete the scope of work indicated in the request for quote. Purchase Orders will be issued for each subsequent project to the vendor submitting the lowest quote meeting the requirements and specifications. Request for quotes on subsequent projects will follow the procedures outlined below.

1. **Written Quotes:** Written quotes may be requested from all awarded bidders for projects with an aggregate estimated value of greater than \$15,000. The procedures below will be followed for subsequent project quotes:
  - a. Awarded bidders will be faxed or emailed a request for quote with a brief description of the scope of each subsequent project. Typically this request for quote will indicate the building(s) and room(s) that require treatment. If a pre-quote conference is required the request for quote will indicate the location, date and time of the pre-quote conference.
  - b. The walkthrough will identify the location of the building and rooms that require pest control and the treatment that is acceptable for the current quote request. All awarded bidders responses to any Request for Quote must include all charges required to perform the requested service to include but not limited to the furnishing of any equipment, rigging, and materials required to accomplish the work. Contractor shall protect the site from damage and shall repair damages or injury caused during the service by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to accomplish the work, the Contractor shall promptly restore the structure or site to its original condition. Upon completion of the work, location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.
  - c. Each notice will indicate a deadline for receipt of quote and if applicable a deadline for completion of the project.

2. **Submission of Quotes:** Quotes shall be submitted by the deadline for receipt of quotes as indicated in the Request for Quote. In the event no deadline is indicated quotes must be received no later than ten - (10) workdays after receipt of the request for quote or the pre-quote conference. Unless noted otherwise quotes may be returned via email, fax, courier services or US Postal service.
3. **Commencement of Work:** Work shall begin no later than fifteen - (15) workdays after the Contractor has received a Purchase Order (unless otherwise instructed by the Polk County School Board Pest Control Supervisor or designee).

S. **FAMILIARITY WITH LAWS:** The awarded vendor is required to be familiar with all Federal, State, and local laws, ordinances, rules and regulations that may in any manner affect their work. Failure on the part of the vendor to be aware of any law, ordinance, rule or regulation will in no way relieve him from any responsibility or liability arising from the contract award. The awarded vendor assures and certifies that they will comply with all laws, ordinances, rules, regulations, and all other legal requirements.

T. **ADDENDA:** It shall be the responsibility of each responding bidder to check The School Board of Polk County Purchasing Department website @ <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm> for addendum related to this bid and to obtain all addendum.

U. **LINE ITEM CORRECTIONS:** The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by strikethrough (~~strikethrough~~) of the incorrect figures, writing in of correct figures and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected items only.

V. **INSURANCE:** The contractor(s) shall take every precaution to prevent injury to persons, particularly children, or damage to public or private property while performing services under this agreement. He shall assume full responsibility for such occurrences if resulting from his operations. Before commencing work, the contractor shall furnish the School Board a certificate of insurance showing his coverage with the following minimum requirements:

<u>TYPE OF INSURANCE</u>	<u>LIMITS OF LIABILITY</u>
Worker's Compensation	Statutory
Commercial General Liability .....	Combined Single Limit
	\$1,000,000 per occurrence
Automobile Liability .....	\$1,000,000 Combined single limit
(All owned autos, or any auto if vehicles other than owned are used).	

- a) The School Board of Polk County shall be named as an additional insured and certificate holder on the certificate for commercial general liability insurance and as a certificate holder for automobile liability insurance.

All insurance must be issued by a company or companies approved by the School Board.

- b) The VENDOR shall be responsible for assuring that the insurance remains in force for the duration of the contractual period, including any and all option years that may be granted to the VENDOR. **A Certificate of Insurance shall contain the provision that the SBPC LOCATION be given no less than thirty (30) days written notice of cancellation.** If the insurance is scheduled to expire during the contractual period, the VENDOR shall be responsible for submitting any new or renewed Certificate of Insurance at a minimum of fifteen calendar days in advance of such expiration.

**W. REQUESTS FOR BID INFORMATION & RELATED DATA:** Requests for information relating to bids in process will be addressed without delay when such information has a **material** effect on the completion of your bid response. Every effort will be made to supply other requested information of a less critical nature, such as, **lists of vendors solicited, pre-bid conference attendees, individuals picking up plans and specifications, historical bid data or tabulations** within (48) hours from receipt of a request. Vendors are welcome to visit our offices to obtain the information in person, but we respectfully request that you notify the buyer in advance at the telephone number listed on the **Invitation to Bid** form so that they might have ample opportunity to compile the information for you before you arrive.

If you have Internet access, visit our Web site @ <http://www.polk-fl.net/districtinfo/departments/businessservices/purchasing.htm> to obtain:

- ❖ A copy of a bid packet for a contract or project currently out for bid
- ❖ A listing of all term and recurring contracts awarded by the School Board of Polk County, FL currently in force.
- ❖ A copy of any addenda issued to current bids in process

NOTE: It is the bidders responsibility to check our Web site frequently for updated information.

- ❖ A copy of a Vendor Application Form
- ❖ A copy of our Commodity List which will, when properly completed and returned to Purchasing, enable us to notify you of future bids
- ❖ A listing of departmental personnel, with job titles, phone numbers and email addresses

**X. WARRANTY:** The Contractor shall warrant all work for five (5) years. Any deficiency in product or workmanship, which occurs within five years of the completion date, shall be corrected by the contractor upon notification, at no additional cost to the School Board of Polk County. In the event there are recurrent pest infestations noted during this warranty period, the Contractor agrees to dispatch appropriate personnel to facilitate corrections immediately. Under no circumstance shall the response time to arrive at the facility exceed two (2) business days.

Y. **SPECIFICATIONS:**

1. **General:** The apparent silence of the Specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.
2. **Tent Fumigation:** Contractor shall not release fumigant from containers or via unsealing or untenting during school hours. Fumigation will normally be by means of tenting. However, seal fumigation may be used on occasion where called for by mutual agreement of the contractor and the District representative. In all instances the method of fumigation and fumigant used shall be in the best interest of the School District. The chemical used during fumigation/extermination shall be Vikane manufactured by Dow Chemical, applied in appropriate quantities according to the label specification.
3. **Sub-terrain termites:** Treatment will normally be by liquid, foam or baiting. Liquids or foam shall be Premise or Termidor SC. All termiticides must be pre-approved/authorized by the Maintenance Department Pest Control Supervisor.
4. **Set-Up and Tear Down:** Set-up and tear down shall be carefully scheduled so as to avoid interruption of normal school operation. No releasing of fumigant from containers or via unsealing or untenting during school hours. Contractor shall perform the work so as to cause the least inconvenience and interference with students or staff and with proper consideration of others on site. The Contractor shall be responsible for contacting appropriate school personnel to establish the best time to accomplish the work. **The Contractor shall inform the contact person at each school site of any Post-Treatment instructions/precautions.** The Contractor shall notify the appropriate area Maintenance Service Manager in the event Intercom/Fire Alarm wiring or components require relocation. Contact personnel for each site should be named on the Purchase Order for each respective job. If this is not the case, the name and telephone number for the appropriate contact may be obtained by calling the Maintenance Department Pest Control Supervisor (The district will furnish this contact information to the awarded bidder{s}). The Pest Control Supervisor shall act as the District's Contract Administrator for this contract and may also be contacted for technical questions or information regarding coordination of effort.
5. **Clean up:** All work shall be done in a neat and workmanlike manner. The contractor shall dispose of all packing, crating, unusable scraps, and any miscellaneous materials. The contractor(s) shall remove all rubbish, materials and equipment, and leave the premises clean and orderly. The contractor shall legally dispose of unsalvageable materials at the contractor(s) expense.

The contractor shall, as a part of this job, properly store and secure any salvageable materials, at the location designated by the Contract Administrator.

6. **Employees:** The contractor shall at all times enforce strict discipline, good order, proper dress and appearance among employees and shall employ skilled personnel for the assigned work. No person shall be allowed to bring alcoholic beverages, controlled substances, firearms, or dogs to the site. Smoking on school premises is not permitted.
7. **Damage to School Board Property:** The awarded bidder shall be held responsible for the cost to replace all property damaged by awarded bidder including but not limited to, windows (broken panes), damage to roofs, roof overhang, soffits, awnings, fences, trees, plants, grass, walks, drives, building surfaces, etc...

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**BID FORM & SPECIFICATIONS**

<b>ITEM NUMBER</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>
1.	<b>Sub-terrain termite treatment -</b> Bartow Elementary Academy 590 South Wilson Ave. Bartow, FL 33830 Treat all of Building 2 for Sub-terrain termites as per the specifications listed in section Y. and any relevant issued addendum.	<b>\$ _____ ea.</b>
2.	<b>Sub-terrain termite treatment -</b> Snively Elementary School of Choice 1004 Snively Ave. Winter Haven, FL 33880 Treat all of Buildings 2 and 5 for Sub-terrain termites as per the specifications listed in section Y. and any relevant issued addendum.	<b>\$ _____ ea.</b>
3.	<b>Tent Fumigation treatment -</b> B-1 Shop - In-House Construction 965 Highway 60 East Bartow, FL 33830 Treat B-1 Cabinet Shop for Drywood termites as per the specifications listed in section Y. and any relevant issued addendum.	<b>\$ _____ ea.</b>
4.	<b>Tent Fumigation treatment -</b> Lewis Anna Woodbury Elementary Lewis campus 115 South Oak Ave. Fort Meade, FL 33841 Treat all of Building 2 for Drywood termites as per the specifications listed in section Y. and any relevant issued addendum.	<b>\$ _____ ea.</b>

**NOTE: Sign the "Bidder's Acknowledgment" section on Page 1 of our "Invitation to Bid". Return the original of the Invitation to Bid and retain a photocopy for your files**

Please state company name and authorized signature \_\_\_\_\_

**BIDDER REFERENCE FORM (see Section M. 1.)**

(duplicate as needed)

Please provide all requested information for each reference.

Project Name and Scope: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Account Tenure (dates): \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

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

Additional Comments: \_\_\_\_\_

\*\*\*\*\*

Project Name and Scope: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Account Tenure (dates): \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

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

Additional Comments: \_\_\_\_\_

\*\*\*\*\*

Project Name and Scope: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Account Tenure (dates): \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

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

Additional Comments: \_\_\_\_\_

Please state company name and authorized signature \_\_\_\_\_

**SERVICE COORDINATOR (see Section M.3.)**  
(Duplicate as needed)

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email address: \_\_\_\_\_

**SUBCONTRACTORS (see Section M.4.) (if applicable)**  
(Duplicate as needed)

Name of Subcontractor: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**DRUG FREE WORKPLACE CERTIFICATION FORM**

In accordance with Florida Statute 287.087, preference shall be given to businesses with drugfree 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 vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

- 1) 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.
- 2) 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.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) 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 bid, 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.
- 5) 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.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
(vendor's signature)

**SUBMITTALS CHECKLIST**

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid proposal, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the **Verified** column indicating that the item is included in your bid proposal packet. We suggest you include this completed checklist along with your bid. Items checked **Required** should be submitted at the time you submit your bid in order to facilitate the bid evaluation process. With the exception of the signed BIDDER ACKNOWLEDGEMENT the Polk County School Board reserves the right to request the required submittals listed below, after bid opening should the bidder not return these submittals with their bid packet. Any requested additional information must be received by the Polk County School Board Purchasing Department within two days after the date of the request for the additional information. Saturdays, Sundays and School Board Holidays shall be excluded from the two day time period provided by this paragraph. The request for additional information shall be in writing and will be sent via email or fax.

Verified	Required	Requested	Description of Submittal	Page No.
	<b>x</b>		Completed and signed <u>BIDDER ACKNOWLEDGEMENT</u> .	1
	<b>x</b>		Customer References (use enclosed form on page 15).	7
	<b>x</b>		Submit current, up-to-date Pest Control Business license issued by the Florida Department of Agriculture and Consumer Services, Bureau of Entomology & Pest Control.	7, 8
	<b>x</b>		Provide the name, telephone number, fax number and email address of the person to be contacted during normal business hours for the coordination of service. An answering service will not satisfy this requirement. SERVICE COORDINATOR AND SUBCONTRACTORS on page 16.	8
	<b>x</b>		List all Sub-contractors you will be using to perform the services under this contract. SERVICE COORDINATOR AND SUBCONTRACTORS (if applicable) on page 16.	8
		<b>X</b>	Completed and signed Drug Free Workplace Certification (optional).	17

Please state company name and authorized signature\_\_\_\_\_