IMPORTANT NOTICE RE: BID 15-080T, PEST CONTROL SERVICES.

THIS IS A RE-BID. THE ORIGINAL BID REQUIRED MANDATORY ATTENDANCE AT A BIDDERS' CONFERENCE WHICH WAS HELD ON AUGUST 28, 2014.

<u>ONLY</u> THOSE VENDORS WHO ATTENDED THE BIDDERS' CONFERENCE ON AUGUST 28, 2014 ARE ELIGIBLE TO SUBMIT BIDS.

NO OTHER BID RESPONSES WILL BE CONSIDERED.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 • TEL 754-321-0501 • FAX 754-754-0936

PROCUREMENT AND WARESHOUSING SERVICES RUBY CRENSHAW, CPPO, DIRECTOR www.browardschools.com

November 13, 2014

SCHOOL BOARD

PATRICIA GOOD, Chair DONNA P. KORN, Vice Chair

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ROBERT W. RUNCIE Superintendent of Schools

Dear Prospective Bidders:

SUBJECT: Instructions to Bidders Invitation to Bid 15-080T, Pest Control Services, Re-Bid

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for Pest Control Services. Any questions regarding this ITB should be addressed to me, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail to **kay.lloyd@browardschools.com**. No other School Board staff member should be contacted in relation to this ITB. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

Carefully read all portions of this ITB. In order to assure that your bid is in full compliance with all requirements of the ITB, please pay particular attention to the following areas:

• SECTION 2, SUBMITTAL REQUIREMENTS

Section 2, Submittal Requirements, is a listing of all submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.

COMPLETION OF BIDS

The Bid Summary Sheets upon which the Bidder submits its prices shall be completed in ink or typewritten. The Bidder Acknowledgement Section should be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full or which contains prices submitted in pencil.

PRICING CORRECTIONS

If a price correction is necessary on the Bid Summary Sheet, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections shall be initialed by the person signing the bid even when using opaque correction fluid. SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.

• DUE DATE

Bids are due in the Procurement and Warehousing Services Department on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. SBBC reserves the right to reject any bid not received on or before the date and time due.

STATEMENT OF "NO BID"

If you are **not** submitting a bid in response to this ITB, please complete Section 8, Statement of "No Bid" and return via facsimile to 754-321-0533 scan and send via e-mail to <u>kay.lloyd@browardschools.com</u>. Your response to the Statement of "No" Bid is very important to the Procurement and Warehousing Services Department when creating future ITBs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number stated above.

Sincerely,

Purchasing Agent

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		754-321-	0505		ſ		
DUE DATE: Bids due at 2:00) p.m. l	Eastern Time (ET):	ITB NC			EASE DATE :	PURCHASING AGENT:
December 4, 2014			15-08	80T	No	vember 13, 2014	Kay Lloyd 754-321-0504
Department and received on or Bids may not be withdrawn for 90 allowed and will not be considere	before days a d. Only	ment and Warehousing Services 2:00 p.m. ET on the date due. Ifter due date. Faxed bids are not the names of Bidders will be read id at bid opening (Florida Statute	BID TIT	"LE: CONTROL SE	RVI	CES, RE-BID	
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City:							
State:		Zip Code:		City:			
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Toll Free Number:				Contact:			
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E-Mail Address of Authorized F	Represe	ntative:		Toll Free Number	:		
E-mail Address to Send Purc	hase C	rders:		Fax Number:			
Federal Tax Identification Num	ber:						
authorized by Bidder to do so. Bidde contents of all pages in this Invitatio Addenda released hereto; Bidder ag conditions contained in the ITB, and	r agrees n To Bid rees to any rele	wing information as my firm's (Bidder) to complete and unconditional accept (ITB), and all appendices and the conl be bound to any and all specifications assed Addenda and understand that the mply will result in disqualification of bid	ance of the tents of any , terms and ne following	Signature of A		zed Representative (Mar	
with any other Bidder or party to any offered campaign contributions to Sc	other bi hool Boa	red the bid with other Bidders and has r d; Bidder, its principals, or their lobby rd Members or offer contributions to Sc Consulting offer contributions to Sc	ists has not chool Board		orized I	Representative (Typed o	pr Printed)
Bidder is attempting to sell goods o offering campaign contributions shal any solicitation for a competitive pro II, Section GG as well as School E Fundraising. Bidder acknowledges	service l comme curemen Board Po that all i lorida Su s bid are		limitation of " period for 3320, Part Contribution f the public	1 lue			
BMITTAL REQUIREMENTS: In o mitted.	order to	SECTIC assure that your bid is in complia		nittal Requirements id requirements, plea	ase ve	rify that the submittals inc	dicated by the 🛛 below have
Bid Bond		Descriptive Literature		_icenses		Materi	al Safety Data Sheets
Special Condition	_	Special Condition		Special Condition			al Condition 13
Manufacturers Authorization Special Condition Bidder's Preference Statement		References Special Condition		Bidder Qualifications Special Condition 17		Other Speci	al Condition
Special Condition Note: If your firm wishes to not s	ubmit a	bid in response to the ITB, please co	omplete ar	d return via mail or fa	ax the	Statement of No Bid attach	ed as the last name of this ITR

SECTION 3, GENERAL CONDITIONS

<u>SEALED BID REQUIREMENTS:</u> The "Bidder Acknowledgement Section" must be completed, signed and returned with the Bid. The Bid Summary Sheet pages on which the Bidder actually submits a Bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the Bid. The School Board of Broward County, Florida (SBBC) reserves the right to reject any Bid that fails to comply with these submittal requirements.

1.

- a) <u>BIDDER'S RESPONSIBILITY</u>: It is the responsibility of the Bidder to be certain that all numbered pages of the Bid and all attachments thereto are received and all Addendum released are received prior to submitting a Bid without regard to how a copy of this ITB was obtained. All Bids are subject to the conditions specified herein on the attached Bid documents and on any Addenda issued thereto.
- b) <u>BID SUBMITTED</u>: Completed Bid must be submitted in a sealed envelope with Bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in the Procurement & Warehousing Services on or before 2:00 p.m. ET on date due for Bid to be considered. Bids will be opened at 2:00 p.m. ET on date due. Bids submitted by telegraphic or facsimile transmission will not be accepted.
- c) <u>EXECUTION OF BID</u>: Bid must contain an original manual signature of an authorized representative in the space provided above. All Bids must be completed in ink or typewritten. If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the Bid even when using opaque correction fluid. SBBC reserves the right to reject any Bid or Bid item completed in pencil or any Bid that contains illegible entries or price corrections not initialed.
- d) <u>BIDDING PREFERENCE LAWS</u>: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDER'S PREFERENCE FORM IN ORDER TO BE CONSIDRED FOR AWARD. The State of Florida provides a Bidder's preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's attorney on Bidding Preferences" form and must submit this form with the submitted Bid. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Bidders must also complete its portion of the form. Failure to submit and execute this form, with the Bid, shall result in Bid being considered "non-responsive" and Bid rejected.
- <u>PRICES QUOTED:</u> Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the Bidding specification. In case of discrepancy in computing the amount of the Bid, the Unit Price quoted will govern.

All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Bidder owns goods in transit and files any claims unless otherwise stated in Special Conditions. Discounts for prompt payment may be offered. However, Award, if made, will be in accordance with terms and conditions stated herein. Each item must be Bid separately and no attempt is to be made to tie in any item or items with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of Bid(s). If a Bidder offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days will be required for payment, and if a payment discount is offered, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

- a) <u>TAXES</u>: SBBC does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does <u>not</u> apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of SBBC owned real property as defined in Chapter 192 of the Florida Statutes.
- b) <u>MISTAKES</u>: Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk.
- c) <u>CONDITION AND PACKAGING</u>: It is understood and agreed that any item offered or shipped as a result of this Bid shall be new (current production model at the time of this Bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
- d) <u>UNDERWRITERS' LABORATORIES</u>: Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.

- BIDDER'S CONDITIONS: Bid conditions and specifications shall not be changed, altered or conditioned in any way. SBBC specifically reserves the right to reject any conditional Bid.
- 3. <u>SAMPLES:</u> Samples of items, when required, must be furnished free of expense within five working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders will be responsible for the removal of all samples furnished within 30 days after Bid opening. All samples will be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, Bid number and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Procurement & Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.
- 4. <u>DELIVERY:</u> All deliveries shall be F.O.B. destination point. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which the school district administration is closed.
- 5. <u>INTERPRETATIONS:</u> Any questions concerning conditions and specifications must be submitted in writing and received by the Procurement & Warehousing Services no later than ten working days, or as stated in the Special Conditions, prior to the original Bid opening date. If necessary, an Addendum will be issued.
- 6. <u>AWARDS:</u> In the best interest of SBBC, the Board reserves the right to: 1) withdraw this Bid at any time prior to the time and date specified for the Bid opening: 2) to reject any or all Bids received when it serves the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this TIB unless additional quantities are not acceptable, in which case, the Bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this Bid shall conform to applicable Florida Statutes and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court for the Southern District of Florida.
- 7. <u>BID OPENING:</u> Shall be public, on the date and at the time specified on the Bid form. All Bids received after that time shall not be considered.
- 8. <u>ADVERTISING:</u> In submitting a Bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School Board.
- 9. INSPECTION, ACCEPTANCE & TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to the Board are found to be defective or not conform to specifications, the Board reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.
- <u>PAYMENT:</u> Payment will be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits).
- 11. <u>CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL</u> <u>RELATIONSHIP</u>: Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Bidder is to disclose any employees it has who are also SBBC employees by submitting Attachment 1, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment 1 should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
- 12. <u>INSURANCE:</u> Bidder, by virtue of submitting a Bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability.

The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

- 13. <u>DISPUTES:</u> In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of SBBC shall be final and binding on both parties.
- 14. <u>LICENSES, CERTIFICATIONS AND REGISTRATIONS:</u> As of the Bid Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required herein, either with its Bid or within five working days of notification.

An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Procurement and Warehousing Services Management & Logistics within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under a contract awarded under this Bid.

- 15. <u>PATENTS & ROYALTIES:</u> The Awardee, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including attorney's fees, costs and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 16. <u>OSHA:</u> The Awardee warrants that the product supplied to The School Board of Broward County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- SPECIAL CONDITIONS: The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual Bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
- <u>ANTI-DISCRIMINATION:</u> SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.
- <u>QUALITY:</u> All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new unless otherwise specified. The items Bid must be new, the latest model, of the best quality and highest grade workmanship.
- 20. <u>LIABILITY INSURANCE, LICENSES AND PERMITS:</u> Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a Bid award, the Awardee agrees to indemnification obligations stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the SBBC caused by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their Bid.
- 21. <u>BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:</u> Bid bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of Bid, SBBC will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the Bid bond will be returned to the Awardee.
- 22. <u>CANCELLATION:</u> In the event any of the provisions of this Bid are violated by the contractor, the Superintendent shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to SBBC for immediate cancellation.

- 23. <u>BILLING INSTRUCTIONS</u>: Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
- 24. <u>NOTE TO VENDORS DELIVERING TO MATERIALS LOGISTICS CENTRAL</u> (WAREHOUSE): Receiving hours are Monday through Friday (excluding state holidays and days during which the school district administration is closed) 7:00 a.m. to 2:00 p.m. ET.
- <u>SUBSTITUTIONS:</u> SBBC WILL NOT accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their Bid once awarded by SBBC. Any substitute shipments will be returned at the Awardee's expense.
- FACILITIES: SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.
- 27. BID ABSTRACTS: Bid tabulations are available at www.demandstar.com.
- 28. <u>ASBESTOS AND FORMALDEHYDE STATEMENT:</u> All building materials, pressed boards, and furniture supplied to SBBC shall be 100% asbestos free. It is desirous that all building materials, pressed boards and furniture supplied to SBBC also be 100% formaldehyde free. Bidder, by virtue of Bidding, certifies by signing Bid that, if awarded this Bid, only building materials, pressed boards, and/or furniture that is 100% asbestos free will be supplied.
- 29. <u>ASSIGNMENT:</u> Neither any award of this Bid nor any interest in any award of this Bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement & Warehousing Services. There shall be no partial assignments of this "Bid/RFP" including, without limitation, the partial assignment of any right to receive payments from SBBC.
- 30. <u>EXTENSION:</u> In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this Bid for the period of time necessary for SBBC to release, award and implement a replacement Bid for the goods, products and/or services provided through this Bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this Bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this Bid.
- 31. <u>OMISSION FROM THE SPECIFICATIONS:</u> The apparent silence of this Invitation to Bid and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
- 32. <u>SUBMITTAL OF INVOICES:</u> All Bidders are hereby notified that any invoice submitted as a result of the award of this Bid must be in the same format as any Purchase Order released as a result of the award of this Bid. <u>Each line of the invoice must reference a corresponding single line shown on the Purchase Order</u>. A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order will be deemed to be not correct, and may be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
- 33. <u>PURCHASE AGREEMENT:</u> This Bid and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including any pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a Bid, vendor agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.
- 34. <u>SBBC INFORMATION SECURITY GUIDELINES:</u> It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

PROTESTING OF BID CONDITIONS/SPECIFICATIONS: Any person desiring to protest the conditions/specifications in this ITB, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which the school district administration is closed, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based."

35.

36.

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

POSTING OF BID RECOMMENDATIONS/TABULATIONS: ITB Recommendations and Tabulations will be posted in the Procurement & Warehousing Services on www.demandstar.com on December 9, 2014 at 3:00 p.m. ET, and will remain posted for 72 hours. Any change to the date and time established herein for posting of ITB Recommendations/Tabulations shall be posted in the Procurement & Warehousing Services and/or at www.demandstar.com (under the document section for this ITB) In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the ITB tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school district administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based". Any person who files an action protesting an intended decision shall post with SBBC, at the time of filing the formal written protest, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from SBBC all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. All documentation necessary for the protest proceedings will be provided electronically by SBBC.

- 36. (CONTINUED):
 - Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.
- 37. <u>SUBMITTAL OF BIDS:</u> All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their Bid is time stamped in the PROCUREMENT & WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due. The address for Bid submittal, including hand delivery and overnight courier delivery, is indicated as: 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their Bid or related material. The Procurement & Warehousing Services will not accept delivery cost or the complete delivery cost. Prior to Bid submittal, it is the responsibility of the Bidder to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 1.)
- 38. <u>PACKING SLIPS:</u> It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.
- 39. <u>USE OF OTHER CONTRACTS:</u> SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative Bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, 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.
- 40. <u>INDEMNIFICATION</u>: This General Condition of the Bid is NOT subject to negotiation and any Bid that fails to accept these conditions will be rejected as "non-responsive."
 - a) SBBC agrees to be responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC of any rights or limits to liability existing under Section 768.28, Florida Statutes.
 - b) AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the AWARDEE, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees; the equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employeed by the AWARDEE, SBBC or otherwise.
- 41. <u>PURCHASE BY OTHER PUBLIC AGENCIES</u>: With the consent and agreement of the awarded contractor(s), purchases may be made under this Bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

- 42. <u>PUBLIC ENTITY CRIMES:</u> Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that 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 Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR 43 VOLUNTARY EXCLUSION - Lower Tier Covered Transactions: Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any Bid submitted in connection with such lower tier covered transactions.

CERTIFICATION

- a) The prospective lower tier participant certifies, by submission of this Bid, that neither it nor its principals is 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.
- 44. <u>REASONABLE ACCOMMODATION:</u> Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine TTY 754-321-2158.
- 45. <u>SEVERABILITY:</u> In case of any one or more of the provisions contained in this Bid shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Bid shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
- 46. <u>DISTRIBUTION</u>: DemandStar by Onvia, <u>www.demandstar.com</u>, is the official method approved by the Procurement & Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder's failure to obtain complete Bidding documents from DemandStar. SBBC reserves the right to reject any Bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.

- 47. LOBBYIST ACTIVITIES: In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
 - a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
 - b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
 - c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on SBBC's website, www.browardschools.com.
 - d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
 - e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
 - f) The Chief Strategy and Operations Officer shall keep a current list of persons who have submitted the lobbyist statement form.
- 48. <u>TIE BID PROCEDURES:</u> When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to Bidders in the following sequence:
 - A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time; Then
 - > The Broward County Certified Minority/Women Business Enterprise vendor; Then
 - The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor; Then
 - > The Florida Certified Minority/Women Business Enterprise vendor; Then
 - The Broward County vendor, other than a Minority/Women Business Enterprise vendor; Then
 - The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor; Then
 - > The Florida vendor, other than a Minority/Women Business Enterprise vendor.
 - If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly in the Procurement & Warehousing Services; the tie low Bid vendors invited to be present as witnesses.

Included as a part of these Bid documents is a Form entitled <u>SWORN STATEMENT</u> <u>PURSUANT TO CHAPTER</u> 287.087, FLORIDA STATUTES, AS CURRENTLY <u>ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO</u> <u>BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.</u> This form will be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for Bid to be considered, the Invitation to Bid form (Page 1 of this Bid) must be properly signed in order for the Bid to be considered. A Bidder cannot sign this form in lieu of properly signing the Invitation to Bid form.

- 49. <u>MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:</u> SBBC has a Minority/Women Business Enterprise (M/WBE) program. M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by minority persons. If the Bidder is a Certified M/WBE by SBBC or by the Department of Management Services, Division of Purchasing, State of Florida, as per Chapter 287.0943, Florida Statutes, as currently enacted or as amended from time to time, Bidder should indicate its certification number on the Bid Summary Sheet. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or www.broward.k12.fl.us/supply/vendor/mwbe.htm.
- 50. <u>SBBC MATERIAL NUMBER</u>: The seven digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents the School Board's material number for the item. It does not represent any manufacturer/distributor model/part number.

51. SBBC PHOTO IDENTIFICATION BADGE:

Background Screening: Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above. This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

Morphotrust, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the EasyPath Project Coordinator at 754-321-1830 or EasyPathInfo@morphotrust.com. Each individual, for whom a SBBC photo identification badge is requested, must fill out the forms that are required, provide his/her driver's license and social security card, and must be fingerprinted. A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. There will be two websites used for services: 1) http://www.identogo.com/FP/FloridaSBOBC.aspx https://sbbc-(used for scheduling and registering applicants) 2) easypath.browardschools.com/EasyPathWeb/Web.dll (used for vendors to check the applicants order replacement badges) of and status and 3) http://www.l1enrollment.com/state/forms/broward/51f2c822ca09f.pdf (form/application). The total fee for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: http://www.identogo.com. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.

Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Morphotrust, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.

- 52. <u>AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS</u>: SBBC or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or subcontracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).
- 53. ORIGINAL DOCUMENT FORMAT: Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.
- 54. CREDIT CARDS: Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by SBBC. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
- 55. <u>NONCONFORMANCE TO CONTRACT CONDITIONS</u>: Items offered may be tested for compliance with Bid conditions and specifications at any time. Items delivered, not conforming to Bid conditions or specifications, may be rejected and returned at vendor's expense. Goods or services not delivered as per delivery date in Bid and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
 - For a period of two years, any Bid submitted by vendor will not be considered and will not be recommended for award.
 - b) All departments being advised not to do business with vendor.
- 56 CONE OF SILENCE: Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this Invitation to Bid) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after the Procurement & Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by the Procurement & Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by SBBC. Further, any Bidder, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to SBBC. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by SBBC Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 - Campaign Contribution Fundraising. Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered nonresponsive and therefore be ineligible for award.
- 57. <u>TERMINATION</u>: This contract award may be terminated with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Bid. In the event of such termination, SBBC shall not be obligated to pay for any services beyond the effective date of termination.
- <u>EVALUATION AND BIDS</u>: SBBC evaluates all Bids in accordance with the State of Florida Statutes 119.071 and 286.0113.

- 59. <u>MEET OR RELEASE</u>: If during the contract term, SBBC is offered a lower price from a third party supplier for a product or service awarded under this contract, or offers another item that meets or exceeds the specifications for the item at a lower price than the awarded price, SBBC will request Awardee to meet the lower price offered by the third party supplier. Awardee will be required to respond to this request within three (3) days of request. If Awardee is unable to meet the lower price, SBBC will be released from its contractual obligation to purchase the item under this contract. No response to this request will indicate that Awardee is unable to offer item at a lower price. This action, purchasing awarded item from third party supplier, will not hold SBBC in default of contract. Each purchase will be considered separate and apart from each other.
- 60. <u>CONFIDENTIAL RECORDS</u>: The Awardee acknowledges that certain information about SBBC's students may be contained in records created, maintained or accessed by the Awardee and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at <u>www.browardschools.com</u>. The confidential information cannot be disclosed unless valid consent is obtained from the students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, SBBC's policies and applicable law. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

Awardee agrees that it may create, receive from or on behalf of SBBC, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by SBBC in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the District, Awardee agrees to provide the District with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Awardee.

SECTION 4, SPECIAL CONDITIONS

1. INTRODUCTION AND SCOPE:

The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on pest control services as specified herein. It is expected that SBBC will spend approximately \$500,000 annually on this contract. The scope of requirements includes, but is not limited to, pest control services for general household pests and rodents. Normally termites, lawn and ornamental insects are not covered under this contract. Prices quoted shall include services at various schools, departments and centers within Broward County, Florida. The Awardee(s) will receive Purchase Orders which will be used to bill SBBC for services at the various schools, departments and centers. **One hard-copy bid and one identical electronic version of the bid, in Microsoft Word 6.0 or higher on CD/flash drive, must be submitted in time for bid opening.**

- 2. <u>TERM:</u> The award of this bid shall establish a contract for the period **beginning from date of award, or as specified by the School Board, and continuing through December 31, 2017.** Bids will not be considered for a shorter period of time. All prices quoted must be firm throughout the contract period stated in Special Condition 12, Price Adjustments. Services will be called for as needed.
- 3. <u>AWARD:</u> In order to meet the needs of SBBC, each item shall be awarded by GROUP to one primary and as many as three alternate responsive and responsible Bidders meeting specifications, terms and conditions. The lowest Bidder for each group shall be considered the primary Awardee and should receive the largest volume of work. Therefore, it is necessary to bid on every item in the group, and all items in the group must meet specifications in order to have the bid considered for award. Unit prices must be stated in the space provided on the Bid Summary Sheet. SBBC reserves the right to procure goods and services from the second, third and fourth lowest Bidders if: a) the lowest Bidder cannot comply with service requirements or specifications; b) the lowest Bidder is not in compliance with service requirements or specifications on current or previous orders; c) in cases of emergency; or d) if it is in the best interest of SBBC. When a bid has both a primary and alternate Awardee, and the primary Awardee is unable to perform during the term of the contract, Procurement and Warehousing Services will negotiate with the alternate Awardee for the same or lower unit prices as those submitted by the primary Awardee.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in General Conditions 22 and 55.

4. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Kay Lloyd. Procurement and Warehousing Services Department, 754-321-0504 or e-mail at kay.lloyd@browardschools.com, who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither Ms. Lloyd, nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Questions should be submitted in accordance with Special Condition 20. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.

The School Board of Broward County, Florida PEST CONTROL SERVICES, RE-BID SECTION 4, SPECIAL CONDITIONS (CONTINUED)

5. <u>CONTRACT RENEWAL:</u> The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for approximately three (3) years, and may, by mutual agreement between SBBC and the Awardee, be renewed for two (2) additional one-year periods and, if needed, 180 days beyond the expiration date of the final renewal period. Procurement and Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by SBBC. All prices shall be firm through the period stated in Special Condition 12 - Price Adjustments for the term of the contract. The Bidder(s) agrees to this condition by signing its bid.

6. <u>MANDATORY BIDDERS' CONFERENCE:</u> THIS IS A RE-BID. ONLY THOSE WHO ATTENDED THE <u>MANDATORY BIDDERS' CONFERENCE ON AUGUST 28, 2014 MAY SUBMIT BIDS. ALL OTHERS WILL BE</u> <u>REJECTED.</u>

- 7. <u>OUANTITIES:</u> The quantities listed on the Bid Summary Sheet are estimated quantities to be used throughout the contract period for each item and are not a guarantee. Actual services used throughout the contract period may be greater or less than the bid estimates and shall be furnished at the fixed contract price. Services will be requested as needed throughout the contract period.
- 8. <u>LOCAL SERVICE CENTER:</u> In order to be considered for award, Bidder must have a local service center that can respond to service calls. For the purpose of this bid, "LOCAL" service center means location in Broward, Miami-Dade or Palm Beach County. Proof of local service center that meets requirements must be submitted <u>with the bid.</u> Failure to submit the required proof with the bid will result in <u>disqualification</u> of bid submitted.
- 9. <u>ADDING OR DELETING SITES:</u> SBBC may, during the term of the contract, add or delete service, wholly or in part, at any District site. If an existing site is deleted, then the amount invoiced monthly will need to reflect this. In the event that a site not listed herein is added to the contract, the Bidder shall invoice using the pricing offered for that group of locations.
- 10. <u>COMPANY REPRESENTATIVE:</u> Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who will be available, upon request, to resolve service and invoicing issues.
- 11. **FLORIDA BIDDER'S PREFERENCE**: General Condition 1.d) does not apply to this Bid as no personal property is being purchased.
- 12. **PRICE ADJUSTMENTS:** Pricing offered shall remain firm through December 31, 2016. A request for price adjustment may be submitted only at the time of invitation to renew contract. Requests for price adjustments shall not exceed the percentage of change in the Producers Price Index (PPI) for Pest Control, # 37020, from the date of award, or shall not exceed 3%, whichever is less. The PPI will not be seasonally adjusted. In the event that the specified PPI, at the time of invitation to renew, is lower than the specified PPI at the time of bid award or last renewal, SBBC reserves the right to require a reduction in contract prices equal to the percentage of change. SBBC reserves the right not to renew any contract regardless of price considerations. Information on the PPI may be obtained from the Bureau of Labor Statistics at http://www.bls.gov or by contacting the Bureau directly.

The School Board of Broward County, Florida PEST CONTROL SERVICES, RE-BID SECTION 4, SPECIAL CONDITIONS (CONTINUED)

13. <u>MATERIAL SAFETY DATA SHEETS (MSDS)</u>: Bidder offering any toxic substances as defined in Florida Statute 1013.49 or as amended, shall furnish to the Procurement and Warehousing Services Department, a Material Safety Data Sheet (MSDS) as detailed below <u>with the bid</u>. Failure of the Bidder to provide MSDS, as requested, shall result in disqualification of Bidder for that bid item. The District reserves the right to reject the use of any product from this bid with due cause. All MSDS submitted must be either an original, as received from the manufacturer, or a legible copy made from same. Hard copies are required by SBBC's Risk Management Department. Awardee shall be responsible, during the term of the contract, to provide the SBBC Procurement and Warehousing Services Department or Risk Management Department with revised MSDS on a timely basis, as appropriate.

The MSDS must include the following information in English:

- A. The chemical name and the common name of the toxic substance, where applicable.
- B. The hazards or other risks in the use of the toxic substance, including:

(1) The potential for fire, explosion, corrosive interaction and reactivity;
 (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 (3) The primary routes of entry and symptoms of overexposure.

- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions
- The proper precations, harding practices, necessary personal protective equipment, and other safety precations in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
 The emergency procedure for spills, fire, disposal and first aid.
- E. A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Risk Management reserves the right to reject any MSDS sheet regardless if the product offered is an approved product. A rejection of an MSDS sheet will result in disqualification of bid item. MSDS SHEETS MUST BE PROVIDED <u>WITH THE BID</u>. BIDDERS NOT PROVIDING THE REQUIRED MSDS SHEETS <u>WITH THE BID</u> WILL NOT BE CONSIDERED FOR AWARD.

- 14. **PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The Awardee shall at all times guard against damage and/or loss to the property of SBBC, and shall replace and/or repair any loss or damages unless caused by SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary, to insure reimbursement for loss and/or damages to the property through negligence of the Awardee. The Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.
- 15. **PRICE REDUCTIONS:** If, from date of bid opening, the Awardee either bids the same products at a lower price than offered to SBBC or reduces the price of the bid product, the lowest of these reduced prices will be extended to SBBC.
- 16. <u>INVOICES:</u> Service tickets and invoices to SBBC MUST include the following to permit SBBC to verify pricing offered on this bid and expedite the use of material. FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION WILL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT. Invoices are to be mailed to Custodial/Grounds Dept., 3897 N. W. 10th Avenue, Fort Lauderdale, Florida 33309.

The School Board of Broward County, Florida PEST CONTROL SERVICES, RE-BID

SECTION 4, SPECIAL CONDITIONS (CONTINUED)

All invoices must include the following:

- A. Material release number OR the control number
- B. Purchase Order number
- C. Complete description of the items/services
- D. Itemized list prices
- 17. <u>BIDDERS' QUALIFICATIONS:</u> Only Bidders who can comply with the following should submit bids, as only such Bidders will be considered qualified. <u>NOTE</u>: IN ORDER TO BE CONSIDERED, BIDDER(S) MUST SUBMIT DOCUMENTATION OF THE FOLLOWING <u>WITH THE BID</u>. FAILURE TO PROVIDE WILL RESULT IN DISQUALIFICATION OF BID.
 - A. Bidder must provide a current State of Florida Pest Control License issued by the Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control.
 - B. Bidder must provide a current County Business Tax Receipt (formerly known as an Occupational License) from one of the Florida counties prior to providing services to SBBC.
 - C. Bidder must provide a current Certified Operators Certificate for pest control operators, issued by the State of Florida, Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control, clearly indicating certification in general household pest control and rodent control.
 - D. Bidder must provide a list of chemicals which will be used as well as samples of chemical labels showing EPA registration numbers. (See Section 7, Attachment 2). This must be provided <u>WITH THE BID.</u> If this information is not included with the bid submittal, the bid will not be considered for award.
 - E. Bidder must provide an equipment list, indicating the equipment which will be used in providing the pest control services. (See Section 7, Attachment 1). The following is a list of minimum requirements. Manufacturers' names have been used; however, other equivalent manufacturers' equipment may be used.
 - a. B & G Sprayer, 7-11SS with injection straw tip
 - b. B & G Duster, 1152A
 - c. Whitmire System III tri-gun, 14-080
 - d. Actisol or Microgen System
 - e. Spray Rig, 25-gallon minimum
- 18. <u>AWARDEE/SUB-CONTRACTOR REQUIREMENTS</u>: All Awardee(s) and Awardee(s)' Sub-contractors, must meet all the requirements of General Condition 51. General Condition 51 also details who needs to go through the background screening. No temporary badges will be provided for technicians who may be sick or out on vacation. Awardee(s) are strongly advised to have an adequate number of staff badged in order to cover vacations and sick days.
- 19. <u>SBBC LOCATIONS</u>: The locations within the north, central and south groupings were chosen as they are in proximity to one another to assist in coordinating service calls. Visits may be made to SBBC locations prior to submitting a bid; however, each vendor must go through the front office security station and check in. There is no one at the locations designated to provide tours.
- 20. <u>QUESTIONS:</u> All questions regarding this bid must be submitted in writing no later than 5:00 P.M. on Tuesday, November 18, 2014. Questions received after that time will not be considered.
- 21. <u>W-9 FORMS:</u> All Bidders are requested to complete the attached W-9, in Section 7, Attachment 7, and submit with their bid.

SECTION 5, BID SUMMARY SHEET

MONTHLY CONTROL: ALL SBBC LOCATIONS WILL RECEIVE SERVICE DEFINED AS PER BID SPECIFICATIONS.

To ensure the CONTINUED control of general household pests and rodents, materials used in the control of pests shall provide necessary control without exposure to the students or faculty. When performing regular once-a-month pest control service to the entire facility, primary consideration should be given to kitchens, cafeterias, dining areas, home economics rooms and food labs at the school sites. Attached Facilities schedule must be strictly maintained. (See Section 6, Attachments 1-3)

(TO BE AWARDED AS A GROUP) GROUP 1 NORTH AREA FACILITIES

COST PER <u>MONTH</u> MONTHLY TOTAL

COST FOR MONTHLY CONTROL (ITEMS A-G):

Bidder to state the <u>cost per school for **once**- **a-month**</u> service for each of the following facilities, as per bid and attachments.

Α.	44 ea	Complete Elementary School (Average of 60,000 square foot per school):	\$/ea	\$/mo
В.	13 ea	Complete Middle School (Average of 150,000 square foot per school):	\$/ea	\$/mo
C.	11 ea	Complete High School (Average of 200,000 square foot per school):	\$/ea	\$/mo
D.	1 ea	Complete Vocational/Adult Centers:	\$/ea	\$/mo
E.	5 ea	Complete Special Center:	\$/ea	\$/mo
		OTHER FACILITIES:		
F.	4 ea	Administration Facilities:	\$/ea	\$/mo
G.	1 ea	N.A. Maintenance and Warehouse: 6501 NW 15 th Avenue Ft. Lauderdale, FL 33309	\$/ea	\$/mo

The School Board of Broward County, Florida **PEST CONTROL SERVICES**, **RE-BID**

SECTION 5, BID SUMMARY SHEET (CONTINUED)

GROUP 1 (CONTINUED): NORTH AREA FACILITIES

On occasion, SBBC will experience various pest problems that need treatment on an AS NEEDED BASIS. **SBBC** C.P.C.O. (Certified Pest Control Operator) will coordinate with the Awardee(s) and establish when these services are needed. Quantities indicated are approximate monthly totals.

			UNIT <u>PRICE</u>	MONTHLY <u>TOTAL</u>
H.	20,000 sq. ft.	Treatment for FLEAS, ANTS, SCORPIONS and other crawling pests found on turf areas. To include treatment to areas effected with a seven day follow up treatment and a 30-day guarantee that no pests are left alive.		\$/mo
I.	5 ea	Treatment for HONEY BEE NESTS AND BEE SWARM LANDINGS on SBBC property. A one hour response time to the location is mandatory. The immediate area will be secured with caution tape and treatment will be scheduled that night when students and staff have left the campus. Several SBBC-approved Honey Bee glue traps will be placed near treatment location. Guarantee extermination and nest content removal.	\$/ea	\$
J.	10 set ups 10 captures	Treatment for Rodent Trapping. Set up will include inspection and completion of SBBC- approved rodent report of entire facility. Specific structural and sanitation recommendations will be reported. All trap placements will be documented on graph/map of facility. All traps will be monitored daily for a minimum of one week with supporting authorized service tickets for each visit. Closing comments will be provided with inspection report after all rodents have been removed from the facility. All report results will be faxed same day as inspection to SBBC C.P.C.O.	\$/ea Set Up \$/ea Capture	\$ \$
К.	40 boxes	RODENT BAIT BOX, Monthly installation and monitoring.	\$/bx	\$
L.	44 ea	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – ELEMENTARY SCHOOLS.	\$/ ea	\$

The School Board of Broward County, Florida PEST CONTROL SERVICES, RE-BID SECTION 5, BID SUMMARY SHEET (CONTINUED)

<u>GROUP 1 (CONTINUED):</u> NORTH AREA FACILITIES

			UNIT <u>PRICE</u>	Monthly <u>Total</u>
M.	13 ea	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – MIDDLE SCHOOLS.	\$/ea	\$
N.	11 ea	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – HIGH SCHOOLS.	\$/ea	\$
0.	1 ea	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – VOCATIONAL/ADULT CENTERS.	\$/ea	\$
Ρ.	5 ea	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – SPECIAL CENTERS.	\$/ea	\$
Q.	5 ea	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – ADMINISTRATION FACILITIES.	\$/ea	\$

ANNUAL TOTAL

ITEMS A-K	ANNUAL TOTAL	MONTHLY TOTALS X 12	\$/year
ITEMS L-Q	(TERMIDOR) ANNUAL TOTAL	MONTHLY TOTALS X 2	\$/year
		GROUP 1: ANNUAL TOTAL (Items A-Q)	\$/year

The School Board of Broward County, Florida **PEST CONTROL SERVICES**, **RE-BID**

SECTION 5, BID SUMMARY SHEET (CONTINUED)

GROUP 2:

(TO BE AWARDED AS A GROUP) CENTRAL AREA FACILITIES

MONTHLY CONTROL:

ALL SBBC LOCATIONS WILL RECEIVE SERVICE DEFINED AS PER BID SPECIFICATIONS.

To ensure the CONTINUED control of general household pests and rodents, materials used in the control of pests shall provide necessary control without exposure to the students or faculty. When performing regular once-a-month pest control service to the entire facility, primary consideration should be given to kitchens, cafeterias, dining areas, home economics food labs and home economics rooms at the school sites. Attached Central Area Facilities schedule must be strictly maintained. (Section 6, Attachment 2)

COST PER <u>MONTH</u> MONTHLY TOTAL

COST FOR MONTHLY CONTROL (ITEMS A-G):

A.	41 ea	Complete Elementary School (Average of 60,000 square foot per school):	\$/ea	\$/mo
В.	12 ea	Complete Middle School (Average of 150,000 square foot per school):	\$/ea	\$/mo
C.	8 ea	Complete High School (Average of 200,000 square foot per school):	\$/ea	\$/mo
D.	16 ea	Complete Vocational/Adult Centers: Administrative Center	\$/ea	\$/mo
E.	4 ea	Complete Special Center:	\$/ea	\$/mo
F.	1 ea	OTHER FACILITIES: Kathleen C. Wright Administration Center, (approximately 170,000 sq. ft.) including 14 floors with two mini kitchens per floor. (600 SE 3 rd Avenue, Fort Lauderdale, Florida 33301	\$/ea	\$/mo
G.	16 ea	Various Administrative Sites		
			\$/ea	\$/mo

<u>GROUP 2 (CONTINUED):</u> CENTRAL AREA FACILITIES

On occasion, SBBC will experience various pest problems that need treatment on an AS NEEDED BASIS **SBBC** C.P.C.O. (Certified Pest Control Operator) will coordinate with the Awardee(s) and establish the need for these services. Quantities indicated are approximate monthly totals.

			<u>PRICE</u>	TOTAL
H.	20,000 sq. ft.	Treatment for FLEAS, ANTS, SCORPIONS and other crawling pests found on turf areas. To include treatment to areas effected with a seven day follow up treatment and a 30-day guarantee that no pests are left alive.	\$/ thousand sq. ft.	\$
Ι.	5 ea	Treatment for HONEY BEE NESTS AND BEE SWARM LANDINGS on SBBC property. A one hour response time to the location is mandatory. The immediate area will be secured with caution tape and treatment will be scheduled that night when students and staff have left the campus. Several SBBC-approved Honey bee glue traps will be placed near treatment location. Guarantee extermination and nest content removal.	\$/ea	\$
J.	10 set ups 10 captures	Treatment for Rodent Trapping. Set up will include inspection and completion of SBBC-approved rodent report of entire facility. Specific structural and sanitation recommendations will be reported. All trap placements will be documented on graph/map of facility. All traps will be monitored daily for a minimum one week with supporting authorized service tickets for each visit. Closing comments will be provided with inspection report after all rodents have been removed from the facility. All report results will be faxed same day as inspection to District C.P.C.O.	\$/ea Set Up \$/ea Capture	\$ \$
К.	40 bx	RODENT BAIT BOX, Monthly installation and monitoring.	\$/bx	\$
L.	41 ea	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – ELEMENTARY SCHOOLS.	\$/ ea	\$

GROUP 2 (CONTINUED): CENTRAL AREA FACILITIES

			UNIT <u>PRICE</u>	Monthly <u>Total</u>
M.	12 ea	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – MIDDLE SCHOOLS.	\$/ea	\$
N.	8 ea	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – HIGH SCHOOLS.	\$/ea	\$
0.	4 ea	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – SPECIAL CENTERS.	\$/ea	\$
Ρ.	17 ea	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – ADMINISTRATION FACILITIES.	\$/ea	\$

ANNUAL TOTAL

ITEMS A-K	ANNUAL TOTAL	MONTHLY TOTALS X 12	\$year
ITEMS L-P	(TERMIDOR) ANNUAL TOTAL	MONTHLY TOTALS X 2	\$/year
	·	GROUP 2: ANNUAL TOTAL (Items A-P)	\$/year

The School Board of Broward County, Florida **PEST CONTROL SERVICES, RE-BID**

SECTION 5, BID SUMMARY SHEET (CONTINUED)

GROUP 3:

(TO BE AWARDED AS A GROUP) SOUTH AREA FACILITIES

MONTHLY CONTROL:

ALL SBBC LOCATIONS WILL RECEIVE SERVICE DEFINED AS PER BID SPECIFICATIONS.

To ensure the CONTINUED control of general household pests and rodents, materials used in the control of pests shall provide necessary control without exposure to the students or faculty. When performing regular once-a-month pest control service to the entire facility, primary consideration should be given to kitchens, cafeterias, dining areas, home economics food labs and home economics rooms at the school sites. Attached South Area Facilities schedule must be strictly maintained. (Section 6, Attachment 3)

COST PER	MONTHLY
<u>MONTH</u>	<u>TOTAL</u>

A.	55 ea	Complete Elementary School (Average of 60,000 square foot per school):	\$/ea	\$/mo
В.	19 ea	Complete Middle School (Average of 150,000 square foot per school):	\$/ea	\$/mo
C.	12 ea	Complete High School (Average of 200,000 square foot per school):	\$/ea	\$/mo
D.	6 ea	Complete Vocational/Adult Centers:	\$/ea	\$/mo
E.	3 ea	Complete Special Center:	\$/ea	\$/mo
F.	7 ea	OTHER FACILITIES: Administration Facilities.	\$/ea	\$/mo

COST FOR MONTHLY CONTROL (ITEMS A-F):

GROUP 3 (CONTINUED): SOUTH AREA FACILITIES

On occasion, SBBC will experience various pest problems that need treatment on an AS-NEEDED BASIS. (ITEMS G-P) **SBBC** C.P.C.O. (Certified Pest Control Operator) will coordinate with the Awardee(s) and establish when these services are needed. Quantities indicated are approximate monthly totals.

			UNIT <u>PRICE</u>	MONTHLY <u>TOTAL</u>
G.	20,000 sq. ft.	Treatment for FLEAS, ANTS, SCORPIONS and other crawling pests found on turf areas. To include treatment to areas effected with a seven day follow up treatment and a 30-day guarantee that no pests are left alive.	\$/ thousand sq. ft.	\$
H.	5 ea	Treatment for HONEY BEE NESTS and BEE SWARM LANDINGS on SBBC property. A one hour response time to effected location is mandatory. The immediate area will be secured with caution tape and treatment will be scheduled that night when students and staff have left the campus. Several SBBC-approved Honey Bee glue traps will be placed near treatment location. Guarantee extermination and nest content removal.	\$/ea	\$
1.	10 set ups 10 captures	Treatment for Rodent Trapping. Set up will include inspection and completion of SBBC-approved rodent report of entire facility. Specific structural and sanitation recommendations will be reported. All trap placements will be documented on graph/map of facility. All traps will be monitored daily for a minimum one week with supporting authorized service tickets for each visit. Closing comments will be provided with inspection report after all rodents have been removed from the facility. All report results will be faced same day as inspection to District C.P.C.O.	\$/ea Set Up \$/ea Capture	\$ \$
J.	40 bx	RODENT BAIT BOX, Monthly installation and monitoring.	\$/bx	\$
К.	55 ea	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – ELEMENTARY SCHOOLS.	\$/ea	\$

GROUP 3 (CONTINUED): SOUTH AREA FACILITIES

			UNIT <u>PRICE</u>	MONTHLY <u>TOTAL</u>
L.	19 ea	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – MIDDLE SCHOOLS.	\$/ea	\$
M.	12 ea	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – HIGH SCHOOLS.	\$/ea	\$
N.	6 ea	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – VOCATIONAL/ADULT CENTERS.	\$/ea	\$
0.	3 ea	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – SPECIAL CENTERS.	\$/ea	\$
Ρ	7 ea	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – ADMINISTRATION FACILITIES.	\$/ea	\$

ANNUAL TOTAL

ITEMS A-J	ANNUAL TOTAL	MONTHLY TOTALS X 12	\$
ITEMS K-P	(TERMIDOR) ANNUAL TOTAL	MONTHLY TOTALS X 2	\$
		GROUP 3: ANNUAL TOTAL	\$

REQUIRED ADDITIONAL INFORMATION

COMPANY REPRESENTATIVE: (See Special Condition 10)

Company Name

Company Representative

Street Address

City, State and Zip

Phone Number

Fax Number

Local/Toll-Free Phone Number

E-Mail Address

LOCAL SERVICE CENTER: (See Special Condition 8)

Service Center Name

Street Address

City, State and Zip

REQUIRED ADDITIONAL INFORMATION, (CONTINUED)

1. <u>Provide pricing to supply the following:</u>

Miscellaneous Services for items not specifically listed in the bid:

Hourly rate: \$_____/hr (Monday through Friday, 6 A.M. – 5 P.M.)

Hourly rate: \$____/hr (After 5 P.M. Monday through Friday, Weekends and Holidays)

Cost plus percentage mark up _____% (Materials and Supplies) Awardee(s) may be required to provide invoices to show cost information. Should lift(s) need to be rented, SBBC will reimburse the Awardee for the rental cost.

NOTE TO BIDDER: Review General Condition 49 prior to completing and mailing this bid.

Bidder's M/WBE Certification Number: _____

Agency Issuing This Number: _____

The School Board of Broward County, Florida PEST CONTROL SERVICES, RE-BID

SECTION 6, BID SPECIFICATIONS

1. <u>GENERAL REQUIREMENTS:</u> Awardee(s) will furnish all supervisors, equipment, machinery, tools, materials, chemicals, labor, transportation and other items and services necessary to fully accomplish pest control service in accordance with the terms, conditions and specifications of this bid. This will include a minimum of one dedicated Route Technician and one dedicated Specialty Technician per Group award. <u>The Specialty Technician will report by 8:00 A.M. to SBBC Grounds Department C.P.C.O. office to receive a list of that day's EXTRA SERVICES and AS NEEDED SERVICES listing for the day. The Specialty Technician will also have a cell phone provided by the Awardee and will be required to monitor this phone for additional work orders by the District's C.P.C.O. until 5:00 P.M. The Specialty Technician must also be available to perform after hours work that may be requested. Specialty Technician will be prepared at all times to perform any needed pest control activity. SBBC will provide water and electric from the point of closest hookup (no water hoses or electrical cables will be provided) as required. Awardee shall, as part of this bid, be required to provide, perform and adhere to the following in performing all pest control work:</u>

The following procedure will be observed by Awardee(s) and/or their employees:

- A. Upon entering a facility, Awardee(s) or their employees will notify the facility personnel of their presence and purpose. SBBC badges must be worn at all times.
- B. Upon completion of service, Awardee(s) or their employees will notify the facility personnel that the work has been completed and at this same time obtain verification of services performed. The Facility Administrator will provide a designee to sign off that work has been completed.
- C. Awardee(s) shall provide and maintain a comment/complaint pad in the office of each facility. Intended use shall be to centralize all comments/complaints so action may be taken on next scheduled service call. However, this shall not be construed by Awardee(s) as an elimination of <u>call backs</u>. It is an attempt to provide a point of communication between Awardee(s) and facility.
- D. In the event additional service (call back) is required, it shall be accomplished by the Awardee(s) at <u>no</u> <u>additional cost</u> to SBBC. Awardee(s) shall perform additional service within 24 hours of notification.
- E. Prior to leaving the site, the Awardee(s) shall be responsible to ensure pick up of any and all refuse, rubbish, scrap materials and debris as a result of their operations before leaving job site so that work site presents a neat and orderly appearance at all times. Awardee(s) **shall not** deposit any empty or partially empty **chemical containers** in refuse containers at school locations or any SBBC property.
- F. Awardee(s) shall repair and/or replace, to the School Board's satisfaction, any damage caused by Awardee(s)' staff in performing the required work specified herein.
- G. Awardee(s) shall be responsible for safeguarding all equipment, tools, materials, etc., at the work site.
- 2. **<u>REGULAR SERVICES</u>**: The Awardee(s) shall perform pest control services in SBBC facilities according to the species of pest(s) encountered and the site-specific situation(s) in which the pests are found. The Awardee(s) shall perform pest control services in SBBC facilities using the least toxic methods and materials possible to achieve a pest-free environment. "Least toxic" shall mean the use of pesticides which have little or no toxicity to mean, such as, but not limited to: containerized baits, like MAX FORCE or equivalent; directed powder baits, like AVERT, or equivalent; directed paste baits, like STAPLETON'S MRF 2000, MAX FORCE gel bait; BUDDY'S PUDDY, ALPHA 3, or equivalent; silica aerogel; diatomaceous earth; glue traps and mechanical traps. Furthermore, "least toxic" shall mean the application of pesticides or non-pesticidal treatments to actual and potential pest harborage sites where pests are present, such as voids, cracks and crevices instead of surfaces of floors, baseboards, shelves and tabletops. Using HEPA-filtered vacuums has shown to be effective in rapidly reducing cockroach populations in specific spots in conjunction with crack and crevice injection of such products as silica aerogel and pyrethrum combinations without the need for spraying surfaces. Note: Pesticides are to be applied only as needed to eliminate current populations of pests and only to the specific harborage sites of the pests. The routine use of liquid sprays, aerosols and powders is not permitted in regularly occupied areas (such as, but not limited to: offices, classrooms, kitchens, dining rooms, day care centers, storerooms, etc.), unless written approval is obtained from SBBC C.P.C.O. The use of powders, dusts, liquids and aerosols is not permitted in areas above drop-ceiling tiles, unless written approval is obtained from SBBC C.P.C.O. The Awardee shall determine the presence and location of included pests by thorough inspection, which includes visual inspection, monitoring with sticky traps, reports from occupants of pest sightings and other surveillance techniques.

The School Board of Broward County, Florida PEST CONTROL SERVICES, RE-BID

SECTION 6, BID SPECIFICATIONS (CONTINUED)

2. **REGULAR SERVICES (CONTINUED):**

When a pest infestation is discovered or reported, a thorough inspection of the infested and surrounding areas shall be performed to determine the location and extent of all pest harborage locations. The approved pesticides or traps shall be intensively placed in all area(s) of infestation. Cockroach control is achieved by locating and treating <u>all</u> harborage locations. Rodent trapping shall be intensively carried out by the Awardee in accordance with accepted rodent trapping procedures depending on the rodent species encountered (as described in recognized pest control books, periodicals and manuals containing information on rodent control). The Awardee shall arrange with the facility administrator or the administrator's designee to prepare areas which develop pest infestations for inspection and/or treatment. The Awardee shall provide written instructions to the Site Administrator for the preparation of the infected area.

Regular service shall consist of inspection, surveillance and monitoring to find all the active harborage spots and treat them. <u>The Awardee(s) shall perform follow-up inspections and necessary additional treatments the following day after any treatments</u> which have been performed due to the presence of pests to determine that the initial and any follow-up treatments were effective. <u>Pests shall not be tolerated in SBBC facilities for weeks or until the next "Regular" Service.</u>

If the Awardee's technician observes rodent and other pest entry points or conditions which are conducive to pests or interfere with the application of pest control materials, such as, but not limited to, buildup of food and grease, uncleaned areas, broken or missing screens, spaces around exterior doors or windows, cracks or holes in walls, improper waste disposal, improper housekeeping or cluttered storage, the Awardee(s) shall notify the facility in writing by making appropriate notations on the service ticket.

If the Awardee(s) uses glue boards or other capture devices to control and eradicate a rodent infestation, the Awardee(s) must inform SBBC C.P.C.O. of location and quantities used via fax or E-mail the same day. Rodent capture is defined as removal of the trapped rodents as well as the trap. The unit price submitted should reflect both the equipment cost and the monitoring cost of the box.

The Awardee(s) shall be responsible for said traps and the immediate removal from the facility of all captured animals. Traps shall be placed so that they do not interfere with the normal operation in the area of placement. Traps shall be placed so that they are not visible to students, staff or other occupants. Glue boards can sometimes be placed inside of anchored tamper-proof bait stations or sections of PVC pipes. When using captive devices for rodent control, the Awardee shall note the location and type of capture devices on the service report receipt. The information provided shall be schematic drawings or narratives indicating the location of the capture devices.

When rodent infestations have previously occurred, glue boards and/or mechanical traps, in lieu of poisoned baits, have been successful when placed in the proper quantities and locations.

No rodenticide baits or tracking powders are to be used at SBBC facilities unless the Awardee obtains prior written approval for each intended use from the SBBC C.P.C.O. Rodenticide baits, when used, shall be in anchored and locked tamper-proof containers and placed in areas not accessible to students and/or faculty. Rodenticide tracking powders, when used, shall be injected, using appropriate equipment, directly into rodent burrows and the burrows are to be covered with earth. If the Awardee(s) fails to obtain prior written approval from the SBBC C.P.C.O, the Awardee(s) shall be considered in violation of contract. (See General Condition 22).

No aerosol or machine generated foggers, misters or space sprays of any kind shall be used at facilities by the Awardee(s) unless the Awardee(s) submits a written request prior to each intended use and written approval is obtained prior to each intended use from SBBC C.P.C.O.

NO PESTICIDES WILL EVER BE APPLIED DURING SCHOOL HOURS.

- 3. <u>MONTHLY SERVICE:</u> Monthly service is to be regularly scheduled (See Section 6, Attachments 1, 2 and 3) and consists of:
 - A. Inspection of all food areas i.e., break rooms, main kitchen, dining room and home economics areas.
 - B. Placement of monitoring devices in all food areas. All monitors will be dated when placed and dated at time of re-inspection service. Monitors must be replaced when no longer functional or filled with insect droppings or parts.
 - C. Placement of baits in specific areas of insect activity as per label instructions. Baits must be effective for species of insect present and must be dated at time of placement and re-inspected at service intervals.
- 4. <u>BID PRICING:</u> All transportation costs, travel time, premium time, overhead, supervision, etc., shall be included in Bidder's price. There will be <u>no other</u> remuneration to Awardee(s) above and beyond pricing offered.
- 5. **FACILITY ACCESS:** Awardee(s) must alert **SBBC C.P.C.O.** of any problems gaining access to facilities on their scheduled service dates.
- 6. **UNSATISFACTORY F.E.I.R.:** An unsatisfactory F.E.I.R. (Food Establishment Inspection Report) with the notation of live pests shall require an additional service within 24 hours of notification to the Awardee(s) by SBBC C.P.C.O.
- 7. **BASIC PROCEDURES AND REQUIREMENTS:** Pest control requirements specified herein shall initially concentrate on, but not be limited to, food service areas on a monthly service basis.

The list of facilities to be serviced, which is included with this bid, may be added to or deleted from during the contract period. In addition, SBBC may require service to other facilities not listed on an intermittent basis, as required.

Service shall be provided to all facilities (storage areas, kitchens and instructional areas) only during times and under conditions which comply with prudent judgment, current health and environmental regulations and area availability. Where possible SBBC C.P.C.O., working along with the cafeteria manager and school center administration, will provide schedules of recurring activities and provide advance notification of schedule changes.

The service for sensitive facilities shall comply with guidelines supplied by SBBC C.P.C.O. and will be scheduled for "Friday only service". Emergency service for a sensitive facility serviced other than on Friday will require prior written approval by SBBC C.P.C.O.

SBBC Child Care Programs: SBBC C.P.C.O. reserves the right during contract period to set firm scheduled dates and times for SBBC facilities that establish <u>CHILD CARE PROGRAMS BEFORE AND AFTER SCHOOL HOURS.</u> SBBC C.P.C.O. shall verify those facilities and notify vendors in writing of firm schedule.

Deviations from the schedule can only be authorized by SBBC C.P.C.O. Failure of Awardee(s) to adhere to schedule as described will constitute cause for contract default. During holiday periods or when SBBC locations are closed, the Awardee(s) will work with SBBC C.P.C.O. or his designee to adjust service schedules as necessary.

7. BASIC PROCEDURES AND REQUIREMENTS (CONTINUED):

If the Awardee(s)' serviceman notes any unsanitary conditions or adverse physical conditions such as broken screens which may be a contributing cause to the "pest problem" in a food service area, the Awardee(s) shall advise the school or center principal in writing with copies to the Department of School Food Services and SBBC C.P.C.O. The "Integrated Pest Management Report" is an acceptable method of communication.

The absence of roaches, ants, silverfish, rodents and other vermin will be evidence of satisfactory pest control service. Both the Awardee(s) and/or SBBC should feel free to request an evaluation by the Broward County Health Department at any time to determine the effectiveness of either party's responsibilities toward bringing about a verminfree condition.

SBBC reserves the right to withhold monthly payment of invoices for services at a facility for any of the following reasons:

- A. Facility receives an unsatisfactory F.E.I.R. and live pests were noted by the inspector.
- B. Missed service date(s).
- C. Sensitive facility serviced on a day other than the scheduled day without prior consent of both principal and SBBC C.P.C.O.
- D. School serviced on day(s) other than those indicated by firm schedule without prior consent of SBBC C.P.C.O.
- E. Extra service requests not performed same day as notification.
- F. Invoices not signed and dated by school administrator or designated representative.

The Awardee(s) shall be responsible for complying with all requirements of chemical contents allowable and methods of application prescribed by the State of Florida and Broward County Health Department. All service and service procedures will only be those that are outlined by the EPA. This shall include, but not be limited to, methods of treatment and insecticides, rodenticides, dusts, baits, etc. Awardee(s) shall ensure all materials used for service shall comply with label directives on such materials and posting notifications, etc.

In the event a pest control problem or infestation still exists at a given location after a regular service, Awardee(s) shall schedule additional services, to be performed at <u>NO COST</u> until control of said problem is achieved.

- 8. **SERVICE CALL TICKETS:** Shall be in four part NCR and indicate the following information relative to each service:
 - A. Name/address of facility
 - B. Date and time of service in and out
 C. Space treated (example: room numbe)
 - C. Space treated (example: room number)
 - D. Type of treatment (i.e. regular first, regular second, extra service call, follow-up service)
 - E. Chemicals used, percentages and quantities
 - F. Area for notes about problem areas requiring school based or maintenance actions
 - G. Applicator's signature
 - H. School Administrator or designated representative's signature

Ticket distribution shall be as follows: designated facility representative, food service manager's office, C.P.C.O. with invoice and vendor's copy. Electronic distribution is also acceptable.

- 9. <u>VERIFICATION OF SERVICE</u>: Awardee(s) or their employee(s) shall report to main office of school or center prior to commencement of each service call. Principal, Administrator or his or her representative, will provide access to spaces to be treated and will verify service. Only the school Principal, Administrator or his/her representative will be authorized to sign the service call ticket. No payment will be made without their signature verifying the service.
- 10. <u>AS-NEEDED BASIS SERVICE:</u> Awardee(s) shall at all times have service personnel available for intermittent service, if requested. SBBC C.P.C.O. may require, as the need arises, service to an area not scheduled on a continuing basis. Awardee(s) shall respond the same day to areas requiring pest control service. Awardee(s) shall ensure verification and supply any reports required in accordance with specifications outlined herein. Bedbugs are not routinely found at SBBC locations. If there is a need for bedbug treatment, this service will be paid using the hourly rate indicated in Section 5, Required Additional Information.
- 11. <u>BEE TREATMENTS:</u> If it becomes necessary to open a wall to access the bees, SBBC staff will repair any reasonable amount of damage due to the removal of the honey bee nests. Difficult bee treatments may be sub-contracted; however, the subcontractor must be badged, insured and meet all the same requirements as the Awardee.
- 11. **EVALUATION OF SERVICE:** An evaluation committee may consist of:
 - A. State Health Department Sanitarian
 - B. Representative of the Food and Nutrition Services Department
 - C. District Maintenance Certified Pest Control Operator
 - D. A representative of the Pest Control Awardee(s) (an observer only)

After three months of service, this committee may evaluate the service provided at random locations and shall make a recommendation relative to continuance of the contract or whether Awardee shall be deemed to be in default.

Awardee(s)' representative shall observe the evaluation process and may, at the appropriate time, make comments or answer questions. However, Awardee(s)' representative shall not be involved in the recommendation process of the committee.

All recommendations of the committee shall be final.

Subsequent to the initial meeting of the committee, all additional meetings will be called on an as-needed basis by SBBC C.P.C.O.

Awardee(s) shall bear in mind that a vermin-free condition shall be evidence of satisfactory pest control services.

12. **DEFAULT OF CONTRACT:** SBBC may, by certified notice to the Awardee, indicate that termination of the contract will occur if the Awardee(s) has been found to have failed to perform its services in a manner satisfactory to SBBC as per specifications. Awardee shall be notified in writing by the Procurement and Warehousing Services Department and given five working days to correct an unsatisfactory condition. The Evaluation Committee shall be sole judge of non-performance.

SBBC C.P.C.O. will monitor various facilities based on information received from the personnel at these facilities and personal inspection. Records will be maintained to ensure compliance with all state and federal laws and to assure a safe environment for both the students and staff. CONTINUED infestation shall constitute grounds for default.

In the event of a dispute concerning the services performed as a result of any bid award, the Awardee(s) and/or SBBC's authorized representative shall request an evaluation by the Evaluation Committee to determine the effectiveness of either party's responsibilities toward bringing about a pest-free condition.

- 13. <u>CHEMICAL LIST:</u> Bidder must submit <u>WITH ITS BID</u>, a list of all chemicals that will be used on SBBC property. Along with the list, a sample of the chemical label along with EPA Registration and MSDS <u>MUST</u> be included. Chemical list must include the following:
 - A. Flushing agent (i.e. pyrethrin) capable of being applied with small injection tips or straws.
 - B. Three residual pesticides approved for use in food service locations (i.e. tempo, safrotin, cynoff).
 - C. Two roach baits containerized and/or paste form capable of being applied in small cracks with syringe.
 - D. Two ant baits containerized and/or paste form.
 - E. Rodenticide containerized bait in tamper-resistant stations.
 - F. Residual pesticide with label indicating use in turf areas.
 - G. Termidor insecticide SC.

Prior to the recommendation for award of this contract the Risk Management Department must approve all chemicals to be used. Bidder, by virtue of submitting a bid, certifies that these will be the only chemicals used, unless prior written approval is received from the Risk Management Department. Awardee(s) should take into consideration all chemicals required for such service. If, during the contract period, the SBBC C.P.C.O. determines the chemicals being used are ineffective, or perform unsatisfactorily for whatever reason, the Awardee(s) must submit a new chemical list along with labels, EPA registration number and Material Safety Data Sheets to SBBC C.P.C.O. SBBC C.P.C.O. SBBC C.P.C.O. shall submit items and documents to the Risk Management Department for written approval. Pesticides used to exterminate insects must comply with the provisions of the Federal Insecticide, Fungicide, Rodenticide and Pesticide Control Act of 1972, Public Law 92-516 (86 Stat. 973), as amended and the regulations issued thereunder, Florida State Statutes and any other federal, state or local legislation in force at the time of application.

In the event that the original chemical list submitted is not acceptable to the SBBC Risk Management Department, for any reason, Bidder will have the opportunity to substitute other chemical(s), at the same prices as quoted. Such substitutions must be submitted within three business days of written request.

The School Board of Broward County, Florida **PEST CONTROL SERVICES**, **RE-BID**

SECTION 6, BID SPECIFICATIONS (CONTINUED) NORTH AREA PEST CONTROL SCHEDULE - ATTACHMENT 1

<u>ELEN</u>	IENTARY SCHOOLS – 44	<u>SCHEDULE</u>
ATLA	NTIC WEST	3 RD TUESDAY
BRO	ADVIEW	3 RD TUESDAY
CHAL	LENGER	2 ND FRIDAY
COC	ONUT CREEK	3 RD MONDAY
COR	AL PARK	2 ND TUESDAY
COR	AL SPRINGS	2ND WEDNESDAY
COUI	NTRY HILLS	2 ND MONDAY
CRES	STHAVEN	1 ST WEDNESDAY
CYPF	RESS	1 ST FRIDAY
DEEF	RFIELD BEACH	1 ST TUESDAY
DEEF	RFIELD PARK	1 ST TUESDAY
DREV	V, CHARLES R.	3 RD THURSDAY
EAGL	E RIDGE	2 ND MONDAY
FLOF	ANADA	3RD WEDNESDAY
FORE	EST HILLS	2 ND TUESDAY
HUN	Γ, JAMES S.	2 ND TUESDAY
LIBEF	RTY YTS	3 RD MONDAY
LLOY	DESTATES	2 ND TUESDAY
MCN	AB	1 ST FRIDAY
MAPL	EWOOD	2 ND THURSDAY
MAR	GATE	3 RD MONDAY
MARI	КНАМ	1 ST THURSDAY
MOR	ROW	3 RD TUESDAY
NOR	CREST	1 ST WEDNESDAY
NOR	TH ANDREWS GARDEN	3 RD WEDNESDAY
NOR	TH LAUDERDALE	3 RD TUESDAY
OAKL	AND PARK	4 [™] TUESDAY
PALM	1 VIEW	1 ST WEDNESDAY
PARK	K RIDGE	1 ST TUESDAY
	(TRAILS	2 ND MONDAY
	SIDE	2 WEDNESDAY
PARK	(SPRINGS	2 ND TUESDAY
	WOOD	2 ND FRIDAY
POM	PANO BEACH	1 ST FRIDAY
	TWATERS	1 st MONDAY
RAM	BLEWOOD	2 ND THRUSDAY
RIVE	RGLADES	2 ND MONDAY
	RSIDE	2 ND THURSDAY
SANE	DERS PARK	1 ST THURSDAY
TAMA		2 ND FRIDAY
TEDE		1 ST WEDNESDAY
TRAD	DEWINDS	1 ST MONDAY
	TCHESTER	2 ND WEDNESDAY
WINS	TON PARK	1 st MONDAY

١Y Y Υ Y Y Y Y ١Y **1ST MONDAY**

NORTH AREA MAINTENANCE/WAREHOUSE NORTH AREA SUPERINTENDENT NORTH AREA TRANSPORTATION NORTH AREA BUS/ANNEX DAVE THOMAS CENTER

ADMINISTRATIVE - 5

BRIGHT HORIZONS CYPRESS RUN ALTERNATIVE CROSS CRFFK DREW RESOURCE DAVE THOMAS WEST CAMPUS

SPECIAL CENTERS – 5

NORTHFAST POMPANO BEACH INSTITUTE STONEMAN DOUGLAS TARAVELLA **ADULT CENTERS/TECH** – 1 ATLANTIC TECHNICAL COLLEGE

RAMBLEWOOD RICKARDS SAWGRASS SPRINGS SILVER LAKES **WESTGLADES** HIGH SCHOOLS - 11 ATLANTIC TECHNICAL COCONUT CREEK **CORAL GLADES CORAL SPRINGS** DEERFIELD BEACH

ELY

MONARCH

CORAL SPRINGS CRYSTAL LAKE DEERFIELD BEACH FOREST GLEN LYONS CREEK MARGATE MILLENIUM POMPANO BEACH

The School Board of Broward County, Florida PEST CONTROL SERVICES, RE-BID

MIDDLE SCHOOLS - 13

SCHEDULE

SECTION 6, BID SPECIFICATIONS (CONTINUED) NORTH AREA PEST CONTROL SCHEDULE - ATTACHMENT 1 (CONTINUED)

> 2ND MONDAY **1ST WEDNESDAY 1ST TUESDAY** 2ND TUESDAY **1ST MONDAY 3RD MONDAY** 2ND FRIDAY **1ST FRIDAY** 2ND THURSDAY 3RD WEDNESDAY 2ND WEDNESDAY **3RD TUFSDAY** 2ND MONDAY SCHEDULE

4TH MONDAY

3RD MONDAY 2ND WEDNESDAY

2ND TUESDAY **1ST TUESDAY**

1ST THURSDAY

3RD WEDNESDAY

1ST MONDAY

3RD FRIDAY

2ND MONDAY 2ND THURSDAY

SCHEDULE

4TH MONDAY

SCHEDULE

1ST WEDNESDAY

3RD THURSDAY 3RD THURSDAY

3RD THURSDAY

3RD WEDNESDAY

4TH MONDAY

SCHEDULE

3RD FRIDAY

1ST MONDAY

3RD FRIDAY

3RD THURSDAY

Bid No.15-080T Page 29 of 45 Pages

SECTION 6, BID SPECIFICATIONS (CONTINUED) CENTRAL AREA PEST CONTROL SCHEDULE - ATTACHMENT 2

ELEMENTARY SCHOOLS- 41

SCHEDULE

BANYAN	1 ST THURSDAY
BAYVIEW	2 ND MONDAY
BENNETT	2 ND MONDAY
BROWARD ESTATES	3 RD TUESDAY
CASTLE HILL	1 ST TUESDAY
CENTRAL PARK	3RD THURSDAY
CROISSANT PARK	2 ND THURSDAY
DILLARD	2 WEDNESDAY
DISCOVERY	1 st THURSDAY
ENDEAVOR	1 ^{s™} TUESDAY
FOSTER, STEPHEN	2 ND FRIDAY
HARBORDALE	2 ND THURSDAY
HORIZON	1 ST WEDNESDAY
KING, MARTIN LUTHER	4 [™] WEDNESDAY
LARKDALE	4 TH WEDNESDAY
LAUDERDALE MANORS	2 ND WEDNESDAY
LAUDERHILL PAUL TURNER	1 ST TUESDAY
MARSHALL, THURGOOD	2 ND TUESDAY
MEADOWBROOK	3 RD MONDAY
MIRROR LAKE	3 RD WEDNESDAY
NOB HILL	1 ST WEDNESDAY
NORTH FORK	2 ND TUESDAY
NORTH SIDE	2 ND MONDAY
ORIOLE	1 ST MONDAY
PARK LAKES	1 ST TUESDAY
PETERS	3 RD WEDNESDAY
PLANTATION	3 RD TUESDAY
PLANTATION PARK	3 RD MONDAY
RIVERLAND	2 ND FRIDAY
ROCK ISLAND	2 ND WEDNESDAY
ROYAL PALM	1 ST TUESDAY
SANDPIPER	1 ST WEDNESDAY
SAWGRASS	3 RD THURSDAY
SUNLAND PARK	2 ND TUESDAY
TROPICAL	3 RD MONDAY
VILLAGE	1 ST WEDNESDAY
WALKER	2 ND WEDNESDAY
WELLEBY	1 ST WEDNESDAY
WESTWOOD HEIGHTS	2 ND FRIDAY
WILTON MANORS	2 ND MONDAY
YOUNG, VIRGINIA SHUMAN	2 ND TUESDAY
	2 10200/11

SECTION 6, BID SPECIFICATIONS (CONTINUED) CENTRAL AREA PEST CONTROL SCHEDULE - ATTACHMENT 2 (CONTINUED)

MIDDLE SCHOOLS - 12

ARTHUR ASHE BAIR DANDY, WILLIAM LAUDERDALE LAKES LAUDERHILL NEW RIVER PARKWAY PLANTATION ROGERS/WHIDDON SEMINOLE SUNRISE WESTPINE

HIGH SCHOOLS - 8

ANDERSON, BOYD H. DILLARD FORT LAUDERDALE FORT LAUDERDALE H.S. ANNEX PIPER PLANTATION SOUTH PLANTATION STRANAHAN

SPECIAL CENTERS - 4

PINE RIDGE SEAGULL SUNSET LEARNING CENTER WINGATE OAKS

ADMINISTRATIVE - 17

CENTRAL AREA SUPERINTENDENT CENTRAL AREA TRANSPORTATION CUSTODIAL/GROUNDS DEPARTMENT PHYSICAL PLANT OPERATIONS/WAREHOUSE EDGEWOOD ADMINISTRATION KATHLEEN C. WRIGHT ADMINISTRATION ROCK ISLAND ADMINISTRTATION ANNEX **TECHNOLOGY SUPPORT ANNEX** TECHNOLOGY SUPPORT CENTER **OPERATION/VEHICLE ADMINISTRATION** OLD DILLARD MUSEUM SPECIAL PROGRAMS/PORT ZONE 2 WAREHOUSE #2 (BOOK) WAREHOUSE #3 (TWIN LAKES) TWIN LAKES ZONE 2 LOCATION

SCHEDULE

2ND WEDNESDAY 1ST WEDNESDAY 1ST MONDAY 1ST MONDAY 1ST TUESDAY 2ND FRIDAY 3RD TUESDAY 3RD WEDNESDAY 2ND THURSDAY 3RD MONDAY 2ND MONDAY 1ST THURSDAY

<u>SCHEDULE</u>

1ST MONDAY 2ND WEDNESDAY 4TH MONDAY 4TH MONDAY 1ST THURSDAY 3RD WEDNESDAY 3RD MONDAY 3RD FRIDAY

<u>SCHEDULE</u>

2ND FRIDAY 2ND THURSDAY 2ND FRIDAY 4TH WEDNESDAY

<u>SCHEDULE</u>

4TH MONDAY 1ST FRIDAY 1st FRIDAY 1ST FRIDAY 2nd THURSDAY 3RD FRIDAY **1ST MONDAY** 4TH TUESDAY 4TH TUESDAY 4TH TUESDAY 2ND TUESDAY 4TH WEDNESDAY **1ST MONDAY 1ST FRIDAY 1ST FRIDAY** 1ST FRIDAY **1ST FRIDAY**

The School Board of Broward County, Florida PEST CONTROL SERVICES, RE-BID

SECTION 6, BID SPECIFICATIONS (CONTINUED) SOUTH AREA PEST CONTROL SCHEDULE - ATTACHMENT 3

ELEMENTARY SCHOOLS - 55

SCHEDULE

BEACH SIDE MONTESSORI BETHUNE **BOULEVARD HEIGHTS** CHAPEL TRAIL COCONUT PALM COLBERT COLLINS COOPER CITY CORAL COVE **COUNTRY ISLE** DANIA DAVIE **DOLPHIN BAY ANNEX** DRIFTWOOD EAGLE POINT **EMBASSY CREEK EVERGLADES** FAIRWAY FLAMINGO FOX TRAIL GATOR RUN GRIFFIN HALLANDALE HAWKES BLUFF HOLLYWOOD CENTRAL HOLLYWOOD HILLS HOLLYWOOD PARK INDIAN TRACE LAKE FOREST LAKE SIDE MANATEE MIRAMAR NOVA BLANCHE FORMAN NOVA EISENHOWER OAKRIDGE **ORANGE BROOK** PALM COVE PANTHER RUN PASADENA LAKES **PEMBROKE LAKES** PEMBROKE PINES PERRY, ANNABEL C. **PINES LAKES** SEA CASTLE

2ND FRIDAY 2ND THURSDAY 3RD FRIDAY 2ND TUESDAY **3RD MONDAY** 4TH WEDNESDAY 2ND THURSDAY 2ND MONDAY **3RD MONDAY 1ST MONDAY** 2ND THURSDAY **1ST FRIDAY** 2ND TUESDAY **3RD WEDNESDAY 1ST MONDAY** 2ND MONDAY **1ST TUESDAY 3RD TUESDAY 1ST WEDNESDAY 1ST THURSDAY 1ST MONDAY** 2ND MONDAY 4TH WEDNESDAY 2ND MONDAY 2ND FRIDAY 2ND FRIDAY 3RD FRIDAY 1ST MONDAY **3RD THURSDAY** 4TH MONDAY 1ST TUESDAY **3RD THURSDAY 1ST FRIDAY 1ST FRIDAY** 2ND FRIDAY 2ND FRIDAY 4TH MONDAY 2ND TUESDAY 4TH TUESDAY 4TH TUESDAY 3RD FRIDAY **3RD THURSDAY** 4TH TUESDAY **3RD TUESDAY**

SOUTH AREA PEST CONTROL SCHEDULE - ATTACHMENT 3 (CONTINUED)

ELEMENTARY SCHOOLS - 55 (CONTINUED)

SCHEDULE

2ND WEDNESDAY

3RD WEDNESDAY

3RD MONDAY

2ND TUESDAY

3RD MONDAY

3RD MONDAY

3RD THURSDAY

3RD THURSDAY

3RD FRIDAY

SCHEDULE

3RD FRIDAY

2ND THURSDAY

1ST TUESDAY

3RD MONDAY

3RD WEDNESDAY

4TH WEDNESDAY

1ST THURSDAY 4TH WEDNESDAY

3RD TUESDAY

2ND THURSDAY

2ND THURSDAY

2ND THURSDAY 2ND TUESDAY

2ND MONDAY

2nd MONDAY

2ND TUESDAY

1ST MONDAY

4TH MONDAY

1ST FRIDAY

1ST THURSDAY

2ND WEDNESDAY

SHERIDAN PARK SILVER LAKES SILVER PALMS SILVER RIDGE SILVER SHORES STIRLING SUNSET LAKES SUNSHINE WATKINS WEST HOLLWOOD MIDDLE SCHOOLS - 19 APOLLO ATTUCKS DRIFTWOOD FALCON COVE GLADES **GULFSTREAM INDIAN RIDGE MCNICOL** NEW RENAISSANCE NOVA **OLSEN ANNEX** OI SEN PERRY, HENRY D. PINES PIONEER PIONEER PORTABLE SITE SILVER TRAILS **TEQUESTA TRACE** YOUNG, WALTER HIGH SCHOOLS - 12

SHERIDAN HILLS

COOPER CITY CYPRESS BAY FLANIGAN EVERGLADES HALLANDALE HOLLYWOOD HILLS MCARTHUR MIRAMAR NOVA SOUTH BROWARD WEST BROWARD WESTERN SCHEDULE 2ND MONDAY 1ST TUESDAY 4TH MONDAY 3RD MONDAY 4TH WEDNESDAY 4TH WEDNESDAY 3RD FRIDAY 3RD FRIDAY 3RD TUESDAY 1ST FRIDAY 2ND THURSDAY 2ND TUESDAY 1ST WEDNESDAY

SOUTH AREA PEST CONTROL SCHEDULE - ATTACHMENT 3 (CONTINUED)

ADULT CENTERS/VOC/TECH COLLEGE - 6

SCHEDULE

HALLANDALE ADULT MCFATTER TECH COLLEGE NEW RIVER PORTABLE SITE PINES PORTABLE SITE SHERIDAN TECH WEST SHERIDAN TECH COLLEGE

SPECIAL CENTERS - 3

4TH WEDNESDAY 1ST FRIDAY 1st TUESDAY 2nd TUESDAY 2nd TUESDAY 2ND WEDNESDAY

<u>SCHEDULE</u>

LANIER JAMES EDUCATION CENTER QUEST WHISPERING PINES

ADMINISTRATIVE SITES - 7

BROWARD FIRE ACADEMY H.R.D. NOVA CTR ITV STATION SOUTH AREA PHYSICAL PLANT OPERATIONS SOUTH AREA SUPERINTENDENT SOUTH AREA TRANSPORTATION WEST CENTRAL TRANSPORTATION 4TH WEDNESDAY 3RD WEDNESDAY 3RD TUESDAY

<u>SCHEDULE</u>

1ST THURSDAY 1ST FRIDAY 1ST THURSDAY 2ND FRIDAY 1ST WEDNESDAY 3RD THURSDAY 1ST THURSDAY

SECTION 7, ATTACHMENT 1 (See Section 4, Special Condition 17)

PEST CONTROL SERVICE EQUIPMENT LIST

1. Provide below a listing of equipment to be used in providing pest control services to SBBC. Please note type, manufacturer, age of equipment and condition.

Type of Equipment & Manufacturer	Age of Equipment	Condition
Any additional information:		

SECTION 7, ATTACHMENT 2

PEST CONTROL SERVICE CHEMICAL LIST (See Section 4, Special Condition 17)

Provide below a listing of chemicals to be used in providing Pest Control Services to SBBC. 1.

REQUIREMENTS	CHEMICAL NAME	MANUFACTURER
Flushing Agent:	1	
Residual Pesticides:	1	
	2	
	3	
Roach Baits:	1	
	2	
Ant Baits:	1	
	2	
Rodenticide:	1	
Residual Pesticide (Turf):	1	
Add additional sheets if necessary		
Any additional information:		

SECTION 7, ATTACHMENT 3 DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 11, each Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employees of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBBC Title or Position of Bidder's Employee	SBBC Department/ School of Bidder's Employee

Check one of the following and sign:

□ I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.

□ I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBBC have been identified above.

Signature

Company Name

SECTION 7, ATTACHMENT 4 THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA <u>SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME</u> TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

by_

(Print individual's name and title)

for_

(Print name of entity submitting sworn statement)

whose business address is

I certify that I have established a drug-free workplace program and have complied with the following:

- 1. Published 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.
- Informed employees about the dangers of drug abuse in the workplace, the business' 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. Given 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), notified 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 days after such conviction.
- 5. Will 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. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

		(Signature)
Sworn to and subscribed before me this	day of	, 20
Personally Known		
OR Produced identification		Notary Public - State of
		My commission expires
(Type of identification)		
FORM: #4530 3/93		(Printed, typed or stamped commissioned name of notary public)

SECTION 7, ATTACHMENT 5

INSURANCE REQUIREMENTS

MINIMUM LIMITS OF INSURANCE

GENERAL LIABILITY: Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate.

Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

WORKER'S COMPENSATION: Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

AUTO LIABILITY: Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

______(Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition. (Fax affidavit with Certificate of Insurance to SBBC Risk Management at 866-897-0424.)

ACCEPTABILITY OF INSURANCE CARRIERS: The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

VERIFICATION OF COVERAGE: Proof of the required insurance must be furnished by an Awardee to SBBC Risk Management Department by Certificate of Insurance within 15 days of notification of award. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. FAX CERTIFICATES OF INSURANCE TO SBBC RISK MANAGEMENT AT 866-897-0424.

REQUIRED CONDITIONS: Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

The School Board of Broward County, FL, its members, officers, employees and agents are added as additional insured. The endorsement # is: _____.

All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.

(**Please include the Contract # and Title on the Certificate of Insurance.) (Certificate Holder: School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.)

CANCELLATION OF INSURANCE: Vendors are prohibited from providing services under this contract with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

Any questions as to the intent or meaning of any part of the above required coverage should be submitted in writing and in accordance with General Condition 5. See also General Conditions 12 and 20.

The School Board of Broward County, Florida **PEST CONTROL SERVICES**

Departs	W-9 ngust 2013) nent of the Treasury Revenue Service	Request fo Identification Numb		catior	۱				ster.	to the Do not IRS.
je 2.		your income tax return) regarded entity name, if different from above								
Print or type Specific Instructions on page	Individual/sole	box for federal tax classification: proprietor C Corporation S Corporation y company. Enter the tax classification (C=C corporation, S	Partnership Scorporation, P=partner] Trustvesta nship) ►	ite	Exer Exer	pt pays	(see ins e code rom FA1	(fany)	
Prin See Specific Ins	City, state, and ZIP	treet, and apt. or suite no.)		Requester	's name	and ad	dress (i	optional)	
	List account number	r(s) here (optional)								
Par		er Identification Number (TIN)								
to avo reside entitie	id backup withholi nt alien, sole prop	propriate box. The TIN provided must match the nan ding. For individuals, this is your social security num rietor, or disregarded entity, see the Part I instruction ver identification number (EIN). If you do not have a r	ber (SSN). However, fo ns on page 3. For other	ra [Social se	-		[
	If the account is in ar to enter.	more than one name, see the chart on page 4 for g	uidelines on whose		Employe	- denti	fication	numb	ar	
Part	Certific	cation								
 I ar Ser no I ar I ar The Certif becau interest general instruction 	n not subject to be vice (IRS) that I an longer subject to t n a U.S. citizen or FATCA code(s) er ication instruction se you have failed at paid, acquisition ally, payments other tions on page 3.	n this form is my correct taxpayer identification num ackup withholding because: (a) I am exempt from ba n subject to backup withholding as a result of a failu backup withholding, and other U.S. person (defined below), and thered on this form (if any) indicating that I am exemp ns. You must cross out item 2 above if you have bee to report all interest and dividends on your tax retur or abandonment of secured property, cancellation i ar than interest and dividends, you are not required t	ckup withholding, or (b re to report all interest of from FATCA reportin n notified by the IRS th n. For real estate trans of debt, contributions t	i) I have no or divident g is correct hat you are actions, its o an individent	ct been ds, or (d ct. e curren am 2 do dual ret	tly sub	d by th RS has ject to apply.	backu For m	p with ortgag	holding e
Sign Here	Signature of U.S. person P		De	rte ►						
Section Future about F	developments. The form W-9, at www.irs g Form W-9 (such as	tions a Internal Revenue Code unless otherwise noted. IRS has created a page on IRS.gov for information gov/w3. Information about any future developments legislation enacted after we release 8) will be posted	 withholding tax on forei 4. Certify that FATCA exempt from the FATCA Note, if you are a U.S. (W-9 to request your Tift similar to this Form W-1 	A reporting, person and N, you must N.	tered on is correc a reques use the	this for st. iter give request	m (if an is you a ker's for	y) indica form o m if it is	ting the ther the substa	at you are In Form Intially
Purp	ose of Form		Definition of a U.S. per person if you are:	rson. For le	denal tax	purpo	ies, you	J ane co	nsidere	daU.S.
correct you, pa transac abando	taxpayer identification yments made to you tions, real estate tran inment of secured pro-	file an information return with the IRS must obtain your in number (TIN) to report, for example, income paid to in settlement of payment card and third party network sactions, mortgage interest you paid, acquisition or operty, cancellation of debt, or contributions you made	 An individual who is a A partnership, corport United States or under An estate (other than A domestic trust (as a 	ation, comp the laws of a foreign es	any, or a the Unite tate), or	asocial d State	ion crea 16,			ed in the
provide applica 1. Ce to be is 2. Ce 3. Ce applica	Form W-9 only if you your correct TIN to to ble, to: rtify that the TIN you sued), rtify that you are not aim exemption from to ble, you are also cert	are a U.S. person (including a resident alien), to the person requesting it (the requester) and, when are giving is correct (or you are waiting for a number subject to backup withholding, or sackup withholding if you are a U.S. exempt payee. If trying that as a U.S. person, your allocable share of a U.S. trade or business is not subject to the Cat. No.	Special rules for parts the United States are g 1446 on any foreign par- such business. Further, the rules under section foreign person, and pay U.S. person that is a pa United States, provide I and avoid section 1446	erships. Pa enerally req in certain c 1446 require the section rther in a pa Form W-9 to	artnership uired to a ses wh o a partr n 1446 w artnership o the par	os that i bay a w tively o ere a Fo inholdi p condu thership	conduction inhoidition form W-H to present ng tax. acting a to estion of partne	t a trade ing tax o ed taxat 9 has no ume tha Therefo trade o ablish yo enship i	e or but inder s ble inco it been t a part re, if yo r busin our U.S noome.	ection me from received, ner is a su are a ess in the status
		Gat. No.	-v=810				,		(M	ar waxay

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

 In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,

 In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and

 In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Allens and Foreign Entitles).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treatly to reduce or eliminate U.S. tax on certain types of income. However, most tax treatles contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an examption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident allen for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinase student becomes a resident allen of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-0 a statement that includes the information.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-eventpl interest, dividencis, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

 You do not certify your TIN when required (see the Part II instructions on page 3 for details),

The IRS tails the requester that you furnished an incorrect TIN,

 The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

 You do not cartify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Cartain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate instructions for the Requester of Form W-0 for more information.

Also see Special rules for partnerships on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exampt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an axempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor frust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for faise information with respect to withholding. If you make a faise statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for faisitying information. Willfully faisitying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal ponalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(II). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded of a Form W-0. This is the case even if the foreign a U.S. TN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. faderal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC frequired to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code on page 3. Exempt payee code. Generally, individuals (including sole proprietors) are not exampt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2-The United States or any of its agencies or instrumentalities

3-A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5-A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7-A futures commission merchant registered with the Commodity Futures Trading Commission

8-A real estate investment trust

9—An entity registered at all times during the tax year under the investment Company Act of 1940

10-A common trust fund operated by a bank under section 584(a)

11-A financial Institution

12-A middleman known in the investment community as a nominee or oustodian

13-A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

³However, the following payments made to a corporation and reportable on Form 1099-MISC are not exampt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may kerve this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B-The United States or any of its agencies or instrumentalities

C-A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D-A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)()

E-A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(d)(1)()

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state G-A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the investment Company Act of 1940

I-A common trust fund as defined in section 584(a)

J-A bank as defined in section 581

K-A broker

L-A trust exempt from tax under section 664 or described in section 4947(a)(1) M-A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (TTIN). Enter it in the social security number box. If you do not have an TIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited Liability Company (LLC) on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS individual Taxpayer Identification Number, to apply for an TIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Dusinesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

 Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are marely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

 Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

 Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of dobt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the cartification.

Page 4

Form W-9 (Rev. 8-2013)

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The Individual
2. Two or more individuals (joint account)	The actual owner of the account or, If combined funds, the first individual on the account '
 Custodian account of a minor (Uniform Gift to Minors Act) 	The minor "
 a. The usual revocable savings trust (grantor is also trustee) 	The grantor-trustee '
 b. So-called trust account that is not a legal or valid trust under state law 	The actual owner "
 Sole proprietorship or disregarded entity owned by an individual 	The owner*
 Grantor trust filing under Optional Form 1099 Filing Method 1 (see 	The grantor*
Regulation section 1.671-4(b)(2)()(A))	
For this type of account:	Give name and EIN of:
 Disregarded entity not owned by an individual 	The owner
8. A valid trust, estate, or pension trust	Legal entity *
 Corporation or LLC electing corporate status on Form 8832 or Form 2553 	The corporation
 Association, club, religious, charitable, educational, or other tax-exempt organization 	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
 Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments 	The public entity
 Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(I)(B)) 	The trust

¹List first and dircle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

"Note. Grantor also must provide a Form W-e to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identitying information, without your permission, to commit fraud or other orthmes. An identity their may use your SSN to get a job or may file a tax return using your SSN to receive a returd.

- To reduce your risk:
- Protect your SSN,
- · Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identify theft but you think you are at risk due to a lost or stolen purse or walket, questionable credit card activity or credit report, contact the IRS identify Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toil-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user failedy claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-306-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the Information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal litigation. Whether or not you are required to file at a return. Under section 3400, payers must generally withhold a percentage of taxable information, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing faise or fraudulent information.



The School Board of Broward County, Florida ACH Payment Agreement Form (ACH CREDITS)

(See General Condition 10)

VENDOR NAME:

Authorization Agreement

I (we) hereby authorize <u>The School Board of Broward County</u> to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize <u>The School Board of Broward County</u> to make the necessary debit entries/adjustments in the event that a credit entry is made in error.

Further, I agree not to hold **The School Board of Broward County** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until **The School Board of Broward County** receives written notification of cancellation from me or my financial institution and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law. Account Information

Name of Bank or Financial Institution:			
Branch/ State			
Routing No:		Checking	Savings
Account No:			
VENDOR AREA:			
Remittance Confirmation: (please select one)		Fax	Email
Federal Identification No. Vendor		TAX ID#	SS#
	Update Purchase Order Fax & Email Add	dress	
Centralized Fax Number		Dept	
Centralized Email		Dept	
Centralized Phone No.		Dept	
	Signature		
Authorized Signature (Primary) and Business title:		Date:	
Authorized Signature (Joint) and Business title:		Date:	
Please attach a \	/OIDED check to verify bank details and i	routing number.	
This form must b 7720 W. Oakland Park I	e returned to: SBBC – Purchasing – Data Blvd, Sunrise FL 33351 call: 754-321-0516	a Strategy Group 5 or fax # 754-321-0533	
	For Use by DATA STRATEGY GROU	P	
Vendor Account#	Date Entered	Initials:	

SECTION 8, STATEMENT OF "NO BID"

If your company will not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" Sheet and return, prior to the Bid Due Date established within, to:

> The School Board of Broward County, Florida Procurement and Warehousing Services Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351

This information will help SBBC in the preparation of future Bids.

Address: _____

Bid Number:	Title:	
Company Name:		
Contact:		

Telephone: ______ Facsimile: ______

 Reasons for "NO Bid":
Unable to comply with product or service specifications.
Unable to comply with scope of work.
Unable to quote on all items in the group.
Insufficient time to respond to the Invitation to Bid.
Unable to hold prices firm through the term of the contract period.
Our schedule would not permit us to perform.
Unable to meet delivery requirements.
Unable to meet bond requirements.
Unable to meet insurance requirements.
Other (Specify below)

Comments:

Signature: _____

Date: