



3/13/2019

Lori Alhadeff
Robin Bartleman
Patricia Good
Laurie Rich Levinson
Ann Murray
Dr. Rosalind Osgood
Nora Rupert

Robert W. Runcie
Superintendent of Schools

Dear Prospective Bidders,

**SUBJECT: Instructions to Bidders
Invitation to Bid: FY20-022 – Pest Control & Termite Extermination Services**

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 & Termite Extermination 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 elugo@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.

In order to assure that your bid is in full compliance with all requirements of the ITB, carefully read all portions of the ITB document, paying particular attention to the following areas:

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)

SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found continue to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to submission of bid proposal. For information on S/M/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit <http://www.browardschools.com/sdop>.

• **NON-MANDATORY BIDDERS' CONFERENCE**

A Bidders' Conference will be held on 3/25/2019, beginning at **10:00 am** Eastern Time (ET), in the Technology and Support Services Center, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Representatives from all interested companies are encouraged to attend.

• **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 excel. 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.

• **PRICING CORRECTIONS**

If a price correction is necessary on the Bid Summary Sheet, update the excel spreadsheet. 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 Procurement and Warehousing Services 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. Bids received after 2:00 p.m. ET on date due will not be considered.

• **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 or scan and send via e-mail to elugo@browardschools.com. Your response to the Statement of "No" Bid is very important to Procurement and Warehousing Services when creating future ITBs.

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

Edgar Lugo
Purchasing Agent III

TABLE OF CONTENTS

INVITATION TO BID.....	1
SECTION 3, GENERAL CONDITIONS	2
SECTION 4, SPECIAL CONDITIONS.....	8
SECTION 5, BID SUMMARY SHEET.....	13
SECTION 6A, BID SPECIFICATIONS (PEST CONTROL SERVICES).....	14
SECTION 6B, BID SPECIFICATIONS (TERMITE EXTERMINATION SERVICES).....	28
SECTION 7, FORMS AND ATTACHMENTS.....	31
ATTACHMENT 1.....	32
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR	32
CONTRACTUAL RELATIONSHIP	32
ATTACHMENT 2.....	33
DRUG FREE WORKPLACE	33
ATTACHMENT 3.....	34
MINIMUM LIMITS OF INSURANCE REQUIREMENTS	34
ATTACHMENT 4.....	35
W-9 Form	35
ATTACHMENT 5.....	36
ACH Payment Agreement Form (ACH CREDITS).....	36
SECTION 8, STATEMENT OF “NO BID”.....	37
EXHIBIT A1	38
SUPPLIER DIVERSITY OUTREACH PROGRAM FORMS	38
EXHIBIT A2	39
SUPPLIER DIVERSITY OUTREACH PROGRAM FORMS	39
EXHIBIT B	40
CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION	40
LOWER TIER TRANSACTIONS	40
EXHIBIT B	41
INSTRUCTIONS FOR CERTIFICATION.....	41



The School Board of Broward County, Florida
PROCUREMENT AND WAREHOUSING SERVICES
 7720 West Oakland Park Boulevard, Suite 323
 Sunrise, Florida 33351-6704
 754-321-0505

INVITATION TO BID (ITB)

DUE DATE: Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services:
4/11/2019

ITB NO.:
FY20-022

RELEASE DATE:
3/13/2019

PURCHASING AGENT:
 Edgar Lugo
 754-321-0508

Check Addenda for any revised opening dates before submitting your bid. **Bid(s) received, after the date and time stated above, shall not be considered for award.** Faxed bids are not allowed and will not be considered for award.

BID TITLE:
PEST CONTROL & TERMITE EXTERMINATION SERVICES

SECTION 1 – Bidder Acknowledgement

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name and state "Doing Business As", where applicable:

"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. Check this box if address is the same as stated on the left.

Address:

P.O. Address:

City:

State:

Zip Code:

City:

Telephone Number:

State:

Zip Code:

Toll Free Number:

Contact:

Fax Number:

Telephone Number:

E-Mail Address of Authorized Representative:

Toll Free Number:

E-mail Address to Send Purchase Orders:

Fax Number:

Federal Tax Identification Number:

I hereby certify that: I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, its principals, or their lobbyists has not offered 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 Bidder is attempting to sell goods or services to the School Board. 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 School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this bid are true and accurate.

I agree that this bid cannot be withdrawn within 90 days from date due.

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title

SECTION 2 – Submittal Requirements

SUBMITTAL REQUIREMENTS: In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the below have been submitted.

Drug Free Workplace
 Section 7, Attachment 2

Bidder's Qualification
 Special Condition 8 & 9

S/M/WBE Participation Schedule
 (Exhibit A)

Certificate of Debarment
 General Condition 45, Exhibit B

Safety Data Sheets
 Special Condition 17

Pest Control/Termite extermination
 Chemical Lists. Special Condition 8 & 9 and Exhibit D&E. Bid Specs 6A & 6B

Conflict of Interest Form
 Section 7, Attachment 1

Pest Control Service Equipment
 List, Exhibit C

Bid Summary Sheet

W-9, Section

Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.

SECTION 3, GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** 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 (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.**
 - a) **BIDDER'S RESPONSIBILITY:** 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) **BID SUBMITTED:** 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 Procurement and Warehousing Services **on or before 2:00 p.m. ET on date due** for bid to be considered. Bids shall be opened at 2:00 p.m. ET on date due. Bids submitted by telegraphic or facsimile transmission shall not be accepted.
 - c) **EXECUTION OF BID:** 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) **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDER'S PREFERENCE FORM IN ORDER TO BE CONSIDERED 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 Section 2, Chapter 287.084, Florida Statutes, 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 Chapter 287.084, Florida Statutes. 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.
 2. **PRICES QUOTED:** 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 shall govern.

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

 - a) **TAXES:** 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 not 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, Florida Statutes.
 - b) **MISTAKES:** 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 shall be at Bidder's risk.
 - c) **CONDITION AND PACKAGING:** 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) **UNDERWRITERS' LABORATORIES:** 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.
- e) **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. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples shall 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 item. Unless otherwise indicated, samples should be delivered to Procurement and Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.
 4. **DELIVERY:** 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 SBBC administration is closed.
 5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by Procurement and 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 shall be issued.
 6. **AWARDS:** In the best interest of SBBC, SBBC reserves the right to: 1) withdraw this ITB at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve 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 ITB 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 of the Southern District of Florida.
 7. **BID OPENING:** 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. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of SBBC.
 9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall 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 SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.
 10. **PAYMENT:** Payment shall 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 shall be made by ACH (Automated Clearing House) for automatic deposits (credits).
 11. **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** 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. **INSURANCE:** 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. **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** 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 as described 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 & Warehousing Services 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 this ITB.*
14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost 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.
15. **OSHA:** The Awardee warrants that the product supplied to SBBC 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 shall be considered as a breach of contract.
16. **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.
17. **NONDISCRIMINATION:** The respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the District's Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the School District to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to the School District a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the School Board, the respondent agrees to comply with the District's Commercial Nondiscrimination Policy as described under its School Board Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1.
18. **QUALITY:** 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.
19. **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto SBBC property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall 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 SBBC occasioned 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.
20. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of bid, SBBC shall 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 shall be returned to the Awardee.
21. **CANCELLATION:** In the event any of the provisions of this bid are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days, recommendation shall be made to SBBC for immediate cancellation.
22. **IRREVOCABILITY OF BID:** A bid may not be withdrawn before the expiration of 90 days from the date of bid opening.
23. **INFORMATION NOT IN ITB:** No verbal or written information which is obtained by a Bidder other than by information within this document or Addenda to this ITB shall be binding on SBBC.
24. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBBC is not obligated to place any order for goods/services as a result of this award. Order placement shall be based upon the needs and best interest of SBBC.
25. **BILLING INSTRUCTIONS:** 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. (Unless otherwise stated in the Special Conditions) Payment shall 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 shall make direct payments to the vendor.
26. **NOTE TO VENDORS DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) 7:00 a.m. to 2:00 p.m. ET.
27. **SUBSTITUTIONS:** SBBC SHALL 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 shall be returned at the Awardee's expense.
28. **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.
29. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be 100% asbestos free. It is desirable 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 shall be supplied.
30. **ASSIGNMENT:** 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 and Warehousing Services. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.
31. **EXTENSION:** 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.
32. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification 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.
33. **SUBMITTAL OF INVOICES:** 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. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** 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 shall 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.
34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete agreement. SBBC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee 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

35. **SBBC INFORMATION SECURITY GUIDELINES:** 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 shall 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.

36. **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 SBBC 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 SBBC 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 SBBC administration is closed. Section 3 b, Chapter 120.57, 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."**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 3, Chapter 120.57, 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 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. 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 shall not be acceptable for the filing of bonds.

37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations shall be posted in Procurement and Warehousing Services and on www.demandstar.com on April 23, 2019 at 3:00 pm, and shall remain posted for 72 hours. Any change to the date and time established herein for posting of ITB Recommendations/Tabulations shall be posted in Procurement and 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 SBBC 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 SBBC 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 SBBC 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

37. (Continued): 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. **All documentation necessary for the protest proceedings shall be provided electronically by SBBC.**

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 shall not be acceptable for the filing of bonds.

38. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time stamped in PROCUREMENT AND 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. Procurement and Warehousing Services shall not accept delivery of any bid or related material requiring SBBC to pay for any portion of the 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.)

39. **PACKING SLIPS:** It shall 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 shall result in refusal of shipment at Awardee's expense.

40. **USE OF OTHER CONTRACTS:** 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 s, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBBC and/or Rule 6A-1.012, Florida Administration Code 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.

41. **INDEMNIFICATION:** This General Condition of the bid is NOT subject to negotiation and any bid that fails to accept these conditions shall be rejected as "non-responsive."

a) SBBC agrees to be fully 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 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 while such 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 employed by the AWARDEE, SBBC or otherwise.

42. **PURCHASE BY OTHER PUBLIC AGENCIES:** 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.

43. **GOVERNING LAW:** This ITB, and any award(s) resulting from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit Court in and for Broward County, Florida.

44. **PUBLIC ENTITY CRIMES:** 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.
45. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR 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 non-financial 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 shall 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.
- Every time a Bid is submitted that includes reference to this Form, a new Form is required. Any Bid that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form AND the Invitation to Bid page.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of bid submitted.**
46. **REASONABLE ACCOMMODATION:** 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.
47. **SEVERABILITY:** 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.
48. **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all Bidders 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.
49. **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 shall 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.
50. **TIE BID PROCEDURES:** When identical prices are received from two or more Bidders 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;
 - The Broward County Certified Minority/Women Business Enterprise Bidder;
 - The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise Bidder;
 - The Florida Certified Minority/Women Business Enterprise Bidder;
 - The Broward County Bidder, other than a Minority/Women Business Enterprise Bidder;
 - The Palm Beach County or Miami-Dade County Bidder, other than a Minority/Women Business Enterprise vendor;
 - The Florida Bidder, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
 - If application of the above criteria does not indicate a priority for award, the award shall be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid Bidders invited to be present as witnesses.
- Included as a part of these bid documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form shall 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.
51. **DISPUTES:** in the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Addenda released for this ITB, with the latest Addendum taking precedence, then;
 - The ITB; then
 - Bidder's submitted bid.
- In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

52. **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP):** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available small, minority, and women business enterprises within the Board's market area to compete for the award of SBBC construction and purchasing contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to submission of Bid. For information on M/WBE Certification, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit www.browardschools.com/sdop.
53. **SBBC MATERIAL NUMBER:** The seven-digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents SBBC's material number for the item. It does not represent any manufacturer/distributor model/part number.
54. **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 shall 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 shall be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee shall 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.**
- As of July 1, 2015, Fieldprint, 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 Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom a SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check shall 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. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: http://www.broward.k12.fl.us/police/pdf/secle/FIELDPRINT_CODES.pdf. 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 shall be one year from date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.**
- Awardees shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.**
55. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District 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 shall 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 sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).
56. **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 Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.
57. **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 shall 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 Awardees 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 an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
58. **NONCONFORMANCE TO CONTRACT CONDITIONS:** 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 Awardee'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 Awardee shall not be considered and shall not be recommended for award.
 - All departments being advised not to do business with Awardee.
59. **CONE OF SILENCE:** Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) 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 Procurement and 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 Procurement and 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 Awardee, 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 Awardee 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 School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**
60. **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation shall be made to SBBC for the contract award's termination.
61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.

62. **MEET OR RELEASE:** 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 shall request Awardee to meet the lower price offered by the third party supplier. Awardee shall be required to respond to this request within three (3) days of request. If Awardee is unable to meet the lower price, SBBC shall be released from its contractual obligation to purchase the item under this contract. No response to this request shall indicate that Awardee is unable to offer item at a lower price. This action, purchasing awarded item from third party supplier, shall not hold SBBC in default of contract. Each purchase shall be considered separate and apart from each other.

63. **CONFIDENTIAL RECORDS:** Notwithstanding any provision to the contrary within this Contract, any party contracting with SBBC under this Contract shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

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 shall: (1) hold the Confidential Records in strict confidence and shall 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 the 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 SBBC, Awardee agrees to provide SBBC 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 SBBC to terminate any Agreement with Awardee.

64. **PROPRIETARY INFORMATION:** Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its bid is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

Should a public records request for bid documents or other materials submitted by a Bidder be submitted, SBBC shall notify the contact person identified in the bid of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. Awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt. Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public records request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this ITB shall be deemed as Bidder's consent to the foregoing conditions.

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 & Termite Extermination Services, as specified herein. The scope of requirements includes, but is not limited to, pest control & termite extermination services. Prices quoted shall include inside delivery to various schools, departments and centers within Broward County, Florida. The Awardee(s) shall receive individual Purchase Orders specifying the name and ship to address of the various schools, departments and centers. SBBC locations may issue open (blanket) Purchase Orders as required. Receipt of open orders does not authorize the release or shipment of any goods or service. For all open orders, items shall be ordered on an as needed basis through the use of an order form. Shipments received as a result of an open order, where an order form has not been released, shall not be accepted and no cost shall be incurred by SBBC as a result.

One original, clearly marked, hard-copy bid must be sent with the bid; one IDENTICAL to the original hard-copy, electronic version of the bid, in PDF Format on a flash drive with exception to the Bid Summary Spreadsheet, which must be both in the original PDF file as well as a separate attachment in an Excel (.xls) format, should be submitted in time for bid opening. If there is a discrepancy between the hard copy and the electronic copy, the original hard copy shall govern.

- 2. TERM:** The award of this bid shall establish a contract for the period **beginning 7/1/2019 and continuing through 6/30/2022**. Bids shall not be considered for a shorter period of time. Items shall be ordered on an as-needed basis. If only one bid is received, the term of the contract shall be reduced to one year.
- 3. AWARD:** In order to meet the needs of SBBC, each **GROUP** shall be awarded up to one primary and up to three alternate responsive and responsible Bidders meeting specifications, terms and conditions. The lowest Awardee for an item or group shall be considered the primary vendor and should receive the largest volume of work. SBBC reserves the right to procure goods from the second and third lowest Bidders if: a) the lowest Bidder cannot comply with delivery requirements or specifications; b) the lowest Bidder is not in compliance with delivery 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 shall 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 21 and 58.

- 4. INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Edgar Lugo, **Procurement and Warehousing Services, 754-321-0508 or e-mail at elugo@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 Edgar Lugo, 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 General Condition 5.** 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.
- 5. CONTRACT RENEWAL:** 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 three year(s), and may, by mutual agreement between SBBC and the Awardee, be renewed for two additional one-year periods and, if needed, 90 days beyond the expiration date of the final renewal period. Procurement and Warehousing Services, 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 shall be notified when the recommendation has been acted upon by the School Board. All prices shall be firm through the period stated in Special Condition 18 - Price Adjustments for the term of the contract. The Bidder(s) agrees to this condition by signing its bid.

6. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the contract period for each item and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or less than the bid estimates and shall be furnished at the fixed contract price. Purchases shall be requested as needed throughout the contract period and as few as one each may be ordered at one time.
7. **CALCULATING TOTAL PRICING OF WORK:** For Group 4 (Drywood Termites) on the Bid Summary Sheet, Bidders shall calculate the cumulative sum total of cubic feet for the total scope of work at each school or location (including portable classrooms) and shall be considered one job for pricing purposes. The work will be priced according to the applicable cubic feet quantity category in Group 4. **Portable classrooms are not to be treated as separate locations.**
8. **BIDDERS' QUALIFICATIONS FOR PEST CONTROL (GROUPS #1-3):** Only bidders who can comply with the following qualification requirements should submit bids, as only such bidders will be considered qualified. **NOTE: IN ORDER TO BE CONSIDERED, BIDDER(S) MUST SUBMIT DOCUMENTATION WITH THE BID SUBMITTAL. FAILURE TO PROVIDE THE DOCUMENTATION WILL RESULT IN DISQUALIFICATION OF BID.**
 - A. A current State of Florida Pest Control License issued by the Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control; and
 - B. A current Florida County Business Tax Receipt; and
 - C. 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; and
 - D. A list of chemicals, which will be used as well as samples of chemical labels showing EPA registration numbers. **(See Exhibit D, attached); and**
 - E. An equipment list, indicating the equipment, which will be used in providing the pest control services. **(See Exhibit C, attached).** The following is a list of minimum requirements. Manufacturers' names have been used; however, another 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
9. **BIDDERS' QUALIFICATIONS FOR TERMITE EXTERMINATION AND TREATMENT (GROUPS #4-5):** Only bidders who can comply with the following qualification requirements should submit bids for Groups #4-5, as only such bidders will be considered qualified. **NOTE: IN ORDER TO BE CONSIDERED, BIDDER(S) MUST SUBMIT DOCUMENTATION WITH THE BID SUBMITTAL. FAILURE TO PROVIDE THE DOCUMENTATION WILL RESULT IN DISQUALIFICATION OF BID.**
 - A. A current State of Florida Pest Control License for termite extermination and fumigation issued by the Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control; and
 - B. A current Florida County Business Tax Receipt; and
 - C. A current Certified Operators certificate for pest control operators for termite extermination and fumigation, issued by the State of Florida, Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control, clearly indicating certification in termite extermination; and
 - D. A list of chemicals, which will be used as well as samples of chemical labels showing EPA registration numbers. **(See Exhibit E, attached)**

10. **COMPANY REPRESENTATIVE:** 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 shall be available, upon request, to resolve billing and delivery problems.
11. **REQUIREMENTS FOR PERSONNEL WORKING AT SBBC PROPERTIES:** Personnel will refrain from fraternization with all School Board staff and students. Personnel shall not have direct or indirect contact with students – any violation of this provision shall result in immediate removal of the employee from SBBC property and issuance of a trespass notice from SBBC. The awardee's personnel are required to behave in a professional manner while conducting business with the district. A no smoking policy exists in all School Board buildings.
12. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated on School District property; nor will violations of Federal and State laws, and any applicable School Board policy regarding Drug Free Workplace be tolerated. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver or any such weapon; any destructive; or any machine gun. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.
13. **FORCE MAJEURE:** Except for the provisions of this bid, each party shall be excused from performance under this bid only for such period of time as the failure to perform is caused by or attributable to any event or circumstance beyond the direct control of such party. It is further provided that if either party shall fail to make any delivery or perform any service required by this bid as a result of any such event or circumstances beyond its own direct control, it shall have the right to make such delivery or perform such service within a reasonable time after the cause of such delay has been removed, and the other party shall accept such deferred delivery or performance.
14. **FLORIDA BIDDER'S PREFERENCE:** General Condition 1.d) does not apply to this Bid as no personal property is being purchased.
15. **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP):** SBBC's Supplier Diversity Outreach Program administers a Small/Minority/Women Business Enterprise (S/M/WBE) Program. S/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, operated and controlled by minorities or women, and is an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration.

SDOP encourages all small and minority business owners to become a certified S/M/WBE with the SBBC. Please visit our website www.browardschools.com/pws for information on how to apply for S/M/WBE certification, and to view our upcoming outreach events and educational workshops. You can also contact us at (754) 321 0505 with questions or concerns.

The following Affirmative Procurement Initiative (API) is applied in this solicitation (All SBBC Certified S/M/WBEs are considered SBEs):

Annual Aspirational Goal – a non-mandatory annual aspirational One percent (1%) goal for overall M/WBE prime and subcontract participation in School Board contracts.

Please go to the following link to view the current list of SBBC-Certified firms: <https://www.browardschools.com/Page/32119>
The Proposer must identify itself as an SBBC-Certified S/M/WBE firm, by completing the *Form 00475* and *Form 00470* (see **Attachment A**). The Statement of Intent submitted with the proposal reflects the intent to self-perform. Additionally, it will detail the scope of work and dollar amount to perform.

If the Proposer is subcontracting SBBC-Certified S/M/WBE firms, indicate the extent and nature of the S/M/WBE's work with specificity, as described in this solicitation, by completing the *Form 00475* and *Form 00470* (see **Attachment A**). The Statement of Intent submitted with the proposal reflects the intent to subcontract S/M/WBE firms. Additionally, it will detail the scope of work and dollar amount to perform for each subcontractor.

Awardee scheduling S/M/WBE subcontracting participation will be required to submit a Small Minority or Women Business Enterprise (S/M/WBE) Monthly Subcontractor Utilization Report (Utilization Report) (see **Attachment A**) to the Supplier Diversity Outreach Program Office which will track payments to SMWBEs. In addition to the Utilization Report, Awardee(s) shall provide proof of payment made to each SMWBE Subcontractor which shall take the form of cancelled checks or check register photocopies, or any other valid form of documentation that serves to substantiate all payment amounts included in the Utilization Report. The timing of the Utilization Report shall coincide with invoice submission, whether the S/M/WBE received payment or not, until all committed remuneration has been received by the S/M/WBE

- 16. INVOICES:** Delivery copies, packing slips and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this contract and expedite the use of material. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION SHALL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT.** Invoices are to be mailed to **PPO Custodial/grounds Maintenance, 3897 N. W. 10th Avenue, Oakland Park, Florida 33309.**
- i. Material release number OR the control number
 - ii. Purchase Order number
 - iii. Complete description of the items
 - iv. Itemized list price
 - v. Total dollar amount shall be net
- 17. SAFETY DATA SHEETS (SDS):** Bidder, offering any toxic substances as defined in Florida Statute 1013.49 or as amended, shall furnish to Procurement and Warehousing Services, a Safety Data Sheet (SDS) as detailed below with the bid. **Failure of the Bidder to provide SDS, as requested, shall result in disqualification of Bidder for that bid item.** SBBC reserves the right to reject the use of any product from this bid with due cause. All SDS submitted must be either an original, as received from the manufacturer, or a legible copy made from same. Awardee shall be responsible, during the term of the contract, to provide the SBBC Procurement and Warehousing Services or Risk Management Department with revised SDS on a timely basis, as appropriate.
- a. The SDS must include the following information in English:
 - i. The chemical name and the common name of the toxic substance, where applicable.
 - ii. 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.
 - iii. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
 - iv. The emergency procedure for spills, fire, disposal and first aid.
 - v. 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.
 - vi. 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 SDS sheet regardless if the product offered is an approved product. A rejection of an SDS sheet shall result in disqualification of bid item.

- 18. PRICE ADJUSTMENTS:** Prices offered shall remain firm through the first three years of the contract. A request for price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days prior to the third anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC prior to invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid and the invoice returned to the Awardee for correction. Requests for price adjustments shall not exceed 3% per adjustment.
- 19. 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 shall be extended to SBBC.

20. 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.

21. ADDING OR DELETING SITES: SBBC may, during the term of the contract, add or delete service, wholly or in part, at any site. In the event that a site listed herein is deleted, the quoted cost for the container(s) being deleted shall be removed from the monthly invoice amount. In the event that a site not listed herein is added to the contract, the Awardee shall invoice the same amount as prices quoted herein for similar container.

22. W-9 FORMS: All Bidders are required to complete a W-9 form; it can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf> , and submit with their bid.

23. ITB TIMELINE:

- | | |
|---|-----------|
| a. Release of ITB: | 3/13/2019 |
| b. Non-Mandatory Proposers Conference:** | 3/25/2019 |
| c. Written Questions due on or before 5:00 p.m. ET
in Procurement & Warehouse Service Department: | 3/29/2019 |
| d. Proposals due on or before 2:00 p.m. ET
in Procurement & Warehousing Service Department:
Proposal Opening will be at:
7720 West Oakland Park Blvd., Suite 323,
Sunrise, Florida 33351-6704 | 4/11/2019 |
| e. Posting of Recommendation : | 4/23/2019 |

24. M/WBE UTILIZATION REPORTING: In an effort to monitor the achievement of the M/WBE goal the Awardee(s) agrees to submit, a completed Monthly M/WBE Utilization Report form, attached hereto as Exhibit "A2" and made a part of this contract. The timing of these reports must coincide with invoice submission. In addition to the M/WBE Utilization Report form, Awardee(s) shall also provide proof of payment made to each M/WBE Subcontractor which shall take the form of cancelled checks or check register photocopies, or any other valid form of documentation that serves to substantiate all payment amounts included in the Subcontractor Utilization Report. The Awardee(s) understands that each M/WBE utilized for the contract must be certified by SBBC, Supplier Diversity & Outreach Program Office.

SECTION 5, BID SUMMARY SHEET

BID SUMMARY SHEET: Vendor **MUST** fill out the attached “Bid Summary Sheet” electronically with the corresponding price per unit of measure as stated. No handwritten summary sheets will be accepted.

COMPANY REPRESENTATIVE: Vendor **MUST** fill out the attached “Bid Summary Sheet” with the contact information.

SECTION 6A, BID SPECIFICATIONS (PEST CONTROL SERVICES)

1. **GENERAL REQUIREMENTS:** 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. 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:

The following procedure will be observed by Awardee(s) and 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 call backs. 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 no additional cost 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. **REGULAR SERVICES:** 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 man, 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.

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 all 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. **The Awardee(s) shall perform follow-up inspections and necessary additional treatments the following day after any treatments** which have been performed due to the presence of pests to determine that the initial and any follow-up treatments were effective. **Pests shall not be tolerated in SBBC facilities for weeks or until the next "Regular" Service.**

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, un-cleaned 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 capture 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. **MONTHLY SERVICE:** 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. **BID PRICING:** All transportation costs, travel time, premium time, overhead, supervision, etc., shall be included in Bidder's price. There will be no other 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 **CHILD CARE PROGRAMS BEFORE AND AFTER SCHOOL HOURS**. 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.

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 vermin-free 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 **NO COST** 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 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. **VERIFICATION OF SERVICE:** 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. **AS-NEEDED BASIS SERVICE:** 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 and material cost indicated in the bid summary sheet.

11. **BEE TREATMENTS:** 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.

12. **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.

13. **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.

14. **CHEMICAL LIST:** Bidder must submit WITH ITS BID, a list of all chemicals that will be used on SBBC property (see PEST CONTROL SERVICE CHEMICAL LIST – EXHIBIT D). Along with the list, a sample of the chemical label along with EPA Registration and MSDS MUST 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. 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.

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

ELEMENTARY SCHOOLS – 45	ADDRESS	SCHEDULE
ATLANTIC WEST	301 NW 69th Terrace, Margate 33063	3 RD TUESDAY
BROADVIEW	1800 SW 62nd Avenue, North Lauderdale 33068	3 RD TUESDAY
CHALLENGER	5703 NW 94th Avenue, Tamarac 33321	2 ND FRIDAY
COCONUT CREEK	500 NW 45th Avenue, Coconut Creek 33066	3 RD MONDAY
CORAL PARK	8401 Westview Drive, Coral Springs 33067	2 ND TUESDAY
CORAL SPRINGS PK-8	3601 NW 110th Avenue, Coral Springs 33065	2 ND WEDNESDAY
COUNTRY HILLS	10550 Westview Drive, Coral Springs 33076	2 ND MONDAY
CRESTHAVEN	801 NE 25th Street, Pompano Beach 33064	1 ST WEDNESDAY
CYPRESS	851 SW 3 Avenue, Pompano Beach 33060	1 ST FRIDAY
DEERFIELD BEACH	650 NE 1st Street, Deerfield Beach 33441	1 ST TUESDAY
DEERFIELD PARK	650 SW 3rd Avenue, Deerfield Beach 33441	1 ST TUESDAY
DREW, CHARLES R.	1000 NW 31st Avenue, Pompano Beach 33060	3 RD THURSDAY
EAGLE RIDGE	11500 Westview Drive, Coral Springs 33076	2 ND MONDAY
FLORANADA	5251 NE 14th Way, Ft. Lauderdale 33334	3 RD WEDNESDAY
FOREST HILLS	5251 NE 14th Way, Ft. Lauderdale 33334	2 ND TUESDAY
HERON HEIGHTS	11010 Nob Hill Road, Parkland 33076	2 ND MONDAY
HUNT, JAMES S.	7800 NW 35th Ct., Coral Springs 33065	2 ND TUESDAY
LIBERTY	2450 Banks Road, Margate 33063	3 RD MONDAY
LLOYD ESTATES	750 NW 41st Street, Oakland Park 33309	2 ND TUESDAY
MCNAB	1350 SE 9th Avenue, Pompano Beach 33060	1 ST FRIDAY
MAPLEWOOD	9850 Ramblewood Drive, Coral Springs 33071	2 ND THURSDAY
MARGATE	6300 NW 18th Street, Margate 33063	3 RD MONDAY
MARKHAM	1501 NW 15th Avenue, Pompano Beach 33069	1 ST THURSDAY
MORROW	408 SW 76th Terrace, North Lauderdale 33068	3 RD TUESDAY
NORCREST	3951 NE 16th Avenue, Pompano Beach 33064	1 ST WEDNESDAY
NORTH ANDREWS GARDEN	345 NE 56th Street, Oakland Park 33334	3 RD WEDNESDAY
NORTH LAUDERDALE	7500 Kimberly Blvd., North Lauderdale 33068	3 RD TUESDAY
OAKLAND PARK	936 NE 33rd Street, Oakland Park 33334	4 TH TUESDAY
PALMVIEW	2601 NE 1st Avenue, Pompano Beach 33064	1 ST WEDNESDAY
PARK RIDGE	5200 NE 9th Avenue, Deerfield Beach 33064	1 ST TUESDAY
PARK TRAILS	10700 Trails End, Parkland 33076	2 ND MONDAY
PARKSIDE	10257 NW 29th Street, Coral Springs 33065	2 WEDNESDAY
PARK SPRINGS	5800 NW 66th Terrace, Coral Springs 33067	2 ND TUESDAY
PINEWOOD	1600 SW 83rd Avenue, North Lauderdale 33068	2 ND FRIDAY
POMPANO BEACH	700 NE 13th Avenue, Pompano Beach 33060	1 ST FRIDAY
QUIET WATERS	4150 Hillsboro Blvd., Deerfield Beach 33442	1 ST MONDAY
RAMBLEWOOD	8950 Shadowwood Blvd., Coral Springs 33071	2 ND THURSDAY
RIVERGLADES	7400 Park Side Drive, Parkland 33067	2 ND MONDAY
RIVERSIDE	11450 Riverside Drive, Coral Springs 33071	2 ND THURSDAY
SANDERS PARK	800 NW 16th Street, Pompano Beach 33060	1 ST THURSDAY
TAMARAC	7601 University Drive, Tamarac 33321	2 ND FRIDAY
TEDDER	4157 NE 1st Terrace, Deerfield Beach 33064	1 ST WEDNESDAY
TRADEWINDS	5400 Johnson Road, Coconut Creek 33073	1 ST MONDAY
WESTCHESTER	12405 Royal Palm Blvd., Coral Springs 33065	2 ND WEDNESDAY
WINSTON PARK	4000 Winston Park Blvd., Coconut Creek 33073	1 ST MONDAY

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

MIDDLE SCHOOLS – 13	ADDRESS	SCHEDULE
CORAL SPRINGS	10300 W Wiles Road, Coral Springs 33076	2 ND MONDAY
CRYSTAL LAKE	3551 NE 3rd Avenue, Pompano Beach 33064	1 ST WEDNESDAY
DEERFIELD BEACH	701 SE 6th Avenue, Deerfield Beach 33441	1 ST TUESDAY
FOREST GLEN	6501 Turtle Run Blvd., Coral Springs 33067	2 ND TUESDAY
LYONS CREEK	4333 Sol Press Blvd., Coconut Creek 33073	1 ST MONDAY
MARGATE	500 NW 65th Avenue, Margate 33063	3 RD MONDAY
MILLENIUM	5803 NW 94th Avenue, Tamarac 33321	2 ND FRIDAY
POMPANO BEACH	310 NE 6th Street, Pompano Beach 33060	1 ST FRIDAY
RAMBLEWOOD	8505 W Atlantic Blvd., Coral Springs 33071	2 ND THURSDAY
RICKARDS	6000 NE 9th Avenue, Oakland Park 33334	3 RD WEDNESDAY
SAWGRASS SPRINGS	12500 W Sample Road, Coral Springs 33065	2 ND WEDNESDAY
SILVER LAKES	7600 Tam O Shanter Blvd., North Lauderdale 33068	3 RD TUESDAY
WESTGLADES	11000 Holmberg Road, Parkland 33076	2 ND MONDAY

HIGH SCHOOLS – 10	ADDRESS	SCHEDULE
COCONUT CREEK	1400 NW 44th Avenue, Coconut Creek 33066	3 RD MONDAY
CORAL GLADES	2700 Sportsplex Drive, Coral Springs 33065	2 ND WEDNESDAY
CORAL SPRINGS	7201 W Sample Road, Coral Springs 33065	2 ND TUESDAY
DEERFIELD BEACH	910 SW 15th Street, Deerfield Beach 33441	1 ST TUESDAY
ELY, BLANCHE	1201 NW 6th Avenue, Pompano Beach 33060	1 ST THURSDAY
MONARCH	5050 Wiles Road, Coconut Creek 33073	1 ST MONDAY
NORTHEAST	700 NE 56th Street, Oakland Park 33334	3 RD WEDNESDAY
POMPANO BEACH INSTITUTE	600 NE 13th Avenue, Pompano Beach 33060	3 RD FRIDAY
STONEMAN DOUGLAS	5901 Pine Island Road, Parkland 33076	2 ND MONDAY
TARAVELLA, JP	10600 Riverside Drive, Coral Springs 33071	2 ND THURSDAY

TECHNICAL COLLEGE – 1	ADDRESS	SCHEDULE
ATLANTIC TECHNICAL COLLEGE AND HIGH SCHOOL	4700 Coconut Creek Pkwy, Coconut Creek 33066	4 TH MONDAY

CENTERS – 6	ADDRESS	SCHEDULE
BRIGHT HORIZON CENTER	3901 NW 1st Terrace, Pompano Beach 33064	1 ST WEDNESDAY
CHARLES DREW FAMILY RESOURCE CENTER	2600 NW 9th Court, Pompano Beach 33069	3 RD THURSDAY
CROSS CREEK CENTER	1010 NW 31st Avenue, Pompano Beach 33069	3 RD THURSDAY
CYPRESS RUN EDUCATIONAL CENTER	2800 NW 30th Avenue, Pompano Beach 33069	3 RD THURSDAY
DAVE THOMAS EDUCATIONAL CENTER (EAST)	180 SW 2nd Street, Pompano Beach 33060	3 RD FRIDAY
DAVE THOMAS EDUCATIONAL CENTER (WEST)	4690 Coconut Creek Pkwy, Coconut Creek 33063	4 TH MONDAY

ADMINISTRATIVE - 5	ADDRESS	SCHEDULE
NORTH AREA MAINTENANCE & WAREHOUSE (PPO ZONE 1)	6501 NW 15th Avenue, Ft. Lauderdale 33309	3 RD WEDNESDAY
POMPANO ADMINISTRATIVE CENTER	1400 NE 6th Street, Pompano Beach 33060 (on Pompano Institute campus B# 15)	3 RD FRIDAY

NORTH AREA BUS GARAGE	2600 NW 18th Terrace, Pompano Beach 33064	3 RD THURSDAY
NORTH AREA BUS COMPLEX	1751 NW 22nd Avenue, Pompano Beach 33069	1 ST MONDAY
NORTH AREA PORTABLE ANNEX (TRAINING CENTER)	2251 NW 22nd Avenue, Pompano Beach 33069	TBA

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

ELEMENTARY SCHOOLS- 41		SCHEDULE
BANYAN	8800 NW 50th Street, Sunrise 33351	1 ST THURSDAY
BAYVIEW	1175 Middle River Drive, Ft. Lauderdale 33304	2 ND MONDAY
BENNETT	1755 NE 14th Street, Ft. Lauderdale 33304	2 ND MONDAY
BROWARD ESTATES	441 NW 35th Avenue, Lauderdale 33311	3 RD TUESDAY
CASTLE HILL	2640 NW 46th Avenue, Lauderdale 33313	1 ST TUESDAY
CENTRAL PARK	777 N Nob Hill Road, Plantation 33322	3 RD THURSDAY
CROISSANT PARK	1800 SW 4th Avenue, Ft. Lauderdale 33315	2 ND THURSDAY
DILLARD	2330 NW 12th Court, Ft. Lauderdale 33311	2 WEDNESDAY
DISCOVERY	8800 NW 54th Court, Sunrise 33351	1 ST THURSDAY
ENDEAVOUR PRIMARY LEARNING	2701 NW 56th Avenue, Lauderdale 33313	1 ST TUESDAY
FOSTER, STEPHEN	3471 SW 22nd Street, Ft. Lauderdale 33312	2 ND FRIDAY
HARBORDALE	900 SE 15th Street, Ft. Lauderdale 33316	2 ND THURSDAY
HORIZON	2101 Pine Island Road, Sunrise 33322	1 ST WEDNESDAY
KING, MARTIN LUTHER	591 NW 31st Avenue, Lauderdale 33311	4 TH WEDNESDAY
LARKDALE	3250 NW 12th Place, Lauderdale 33311	4 TH WEDNESDAY
LAUDERDALE MANORS CENTER	1400 MW 14th Court, Lauderdale Lakes 33311	2 ND WEDNESDAY
LAUDERHILL PAUL TURNER	1500 NW 49th Avenue, Lauderdale 33313	1 ST TUESDAY
CASTLE ANNEX	4747 NW 14 ST. LAUDERHILL, FL 33313	1 ST TUESDAY
MARSHALL, THURGOOD	800 NW 13th Street, Ft. Lauderdale 33311	2 ND TUESDAY
MEADOWBROOK	2300 SW 46th Avenue, Ft. Lauderdale 33317	3 RD MONDAY
MIRROR LAKE	1200 NW 72nd Avenue, Plantation 33313	3 RD WEDNESDAY
NOB HILL	2100 NW 104th Avenue, Sunrise 33322	1 ST WEDNESDAY
NORTH FORK	101 NW 15th Avenue Ft. Lauderdale 33311	2 ND TUESDAY
NORTH SIDE	120 NE 11th Street, Ft. Lauderdale 33304	2 ND MONDAY
ORIOLE	3081 NW 39th Street, Lauderdale Lakes 33309	1 ST MONDAY
PARK LAKES	3925 State Road 7, Lauderdale Lakes 33319	1 ST TUESDAY
PETERS	851 NW 68th Avenue, Plantation 33317	3 RD WEDNESDAY
PLANTATION	651 NW 42nd Avenue, Plantation 33317	3 RD TUESDAY
PLANTATION PARK	875 SW 54th Avenue, Plantation 33317	3 RD MONDAY
RIVERLAND	2600 SW 11th Court, Ft. Lauderdale 33312	2 ND FRIDAY
ROCK ISLAND	2350 NW 19th Street, Ft. Lauderdale 33311	2 ND WEDNESDAY
ROYAL PALM	1951 NW 56th Avenue, Lauderdale 33313	1 ST TUESDAY
SANDPIPER	3700 Hiatus Road, Sunrise 33351	1 ST WEDNESDAY
SAWGRASS	12655 NW 8th Street, Sunrise 33325	3 RD THURSDAY
SUNLAND PARK	919 NW 13th Terrace, Ft. Lauderdale 33311	2 ND TUESDAY
TROPICAL	1500 SW 66th Avenue, Plantation 33317	3 RD MONDAY
VILLAGE	2100 NW 70th Avenue, Sunrise 33313	1 ST WEDNESDAY
WALKER	1001 NW 4th Street, Ft. Lauderdale 33311	2 ND WEDNESDAY
WELLEBY	3230 Nob Hill Road, Sunrise 33351	1 ST WEDNESDAY
WESTWOOD HEIGHTS	2861 SW 9th Street, Ft. Lauderdale 33312	2 ND FRIDAY
WILTON MANORS	2401 NE 3rd Avenue, Wilton Manors 33305	2 ND MONDAY
YOUNG, VIRGINIA SHUMAN	101 NE 11th Avenue, Ft. Lauderdale 33301	2 ND TUESDAY

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

MIDDLE SCHOOLS - 12		SCHEDULE
ARTHUR ASHE JR. ADULT CENTER	1701 NW 23rd Avenue, Ft. Lauderdale 33311	2 ND WEDNESDAY
BAIR	9100 NW 21st Manor, Sunrise 33322	1 ST WEDNESDAY
DANDY, WILLIAM	2400 NW 26th Street, Ft. Lauderdale 33311	1 ST MONDAY
LAUDERDALE LAKES	3911 NW 30th Avenue, Lauderdale Lakes 33309	1 ST MONDAY
LAUDERHILL 6-12	1901 NW 49th Avenue, Lauderhill 33313	1 ST TUESDAY
NEW RIVER	3100 Riverland Road, Ft. Lauderdale 33312	2 ND FRIDAY
PARKWAY	3600 NW 5th Court, Lauderhill 33311	3 RD TUESDAY
PLANTATION	6600 W Sunrise Blvd., Plantation 33313	3 RD WEDNESDAY
ROGERS/WHIDDON EDUCATIONAL CENTER	700 SE 25th Street, Ft. Lauderdale 33312	2 ND THURSDAY
SEMINOLE	6200 SW 16th Street, Plantation 33317	3 RD MONDAY
SUNRISE	1750 NE 14th Street, Ft. Lauderdale 33304	2 ND MONDAY
WESTPINE	9393 NW 50th Street, Sunrise 33351	1 ST THURSDAY

HIGH SCHOOLS - 7		SCHEDULE
ANDERSON, BOYD H.	3050 NW 41st Street, Lauderdale Lakes 33309	1 ST MONDAY
DILLARD 6-12	2501 NW 11th Street, Ft. Lauderdale 33311	2 ND WEDNESDAY
FORT LAUDERDALE	1600 NE 4th Avenue Ft. Lauderdale 33305	4 TH MONDAY
PIPER	8000 NW 44th Street, Sunrise 33351	1 ST THURSDAY
PLANTATION	6901 NW 16th Street, Plantation 33313	3 RD WEDNESDAY
SOUTH PLANTATION	1300 Paladin Way, Plantation 33317	3 RD MONDAY
STRANAHAN	1800 SW 5th Place, Ft. Lauderdale 33312	3 RD FRIDAY

CENTERS - 5		SCHEDULE
COMMUNITY SCHOOL NORTH (FORMERLY FORT LAUDERDALE HIGH ANNEX)	1619 NE 4th Court, Ft. Lauderdale 33304	4 TH MONDAY
PINE RIDGE EDUCATIONAL CENTER	1251 SW 42nd Avenue, Ft. Lauderdale 33317	2 ND FRIDAY
SEAGULL SCHOOL	425 SW 28th Street, Ft. Lauderdale 33315	2 ND THURSDAY
SHERIDAN TECHNICAL HIGH SCHOOL (FORMERLY SUNSET LEARNING CENTER)	3775 SW 16th Street, Ft. Lauderdale 33312	2 ND FRIDAY
WINGATE OAKS CENTER	1211 N.W. 3 rd Terrace, Ft. Lauderdale 33311	4 TH WEDNESDAY
SPECIAL ADMINISTRATIVE SITE - 1		
KATHLEEN C. WRIGHT ADMINISTRATION	600 SE 3rd Avenue, Ft. Lauderdale 33312	3 RD FRIDAY

ADMINISTRATIVE - 13		SCHEDULE
DILLARD COMMUNITY CENTER (MUSEUM)	1009 N.W. 4th Street, Ft. Lauderdale 33311	2 ND TUESDAY
E.C.I.A./ESEA TITLE I ADMINISTRATION (SPECIAL PROGRAMS/PORT)	701 N.W. 31st Avenue, Ft. Lauderdale 33311	4 TH WEDNESDAY
PHYSICAL PLANT OPERATIONS - PPO ZONE 2	1560 NW 34th Terrace, Lauderhill 33311	1 ST MONDAY
ROCK ISLAND ADMINISTRATION - ANNEX	2301 NW 26th Street, Ft. Lauderdale 33311	1 ST MONDAY
TSSC ANNEX (SUPERINTENDENT OFFICE)	7770 W Oakland Park Blvd., Sunrise 33351	4 TH TUESDAY
TECHNOLOGY & SUPPORT SERVICES FACILITIES (TSSC)	7720 W Oakland Park Blvd., Sunrise 33351	4 TH TUESDAY
TWIN LAKES - CENTRAL AREA TRANSPORTATION (BLDG'S # 9,11,12 INCLUDING GAS PUMP SHEDS, AND PORTABLES #1570P, 1585P, 1586P, 153N)	3831 NW 10th Avenue, Oakland Park 33309	1 ST FRIDAY
TWIN LAKES - CUSTODIAL/GROUNDS (BLDG'S # 6,7, AND PORTABLE #284CAX)	3897 NW 10th Avenue, Oakland Park 33309	1 ST FRIDAY
TWIN LAKES - WAREHOUSE/ADMINISTRATION (ENTIRE BLDG. #1)	3810 NW 10th Avenue, Oakland Park 33309	1 ST FRIDAY

TWIN LAKES – CENTRAL AREA TRANSPORTATION (BLDG'S #2,10)	3895 NW 10th Avenue, Oakland Park 33309	4 TH TUESDAY
TWIN LAKES – WAREHOUSE/ADMINISTRATION (BOOK - BLDG. #4)	3901 NW 10th Avenue, Oakland Park 33309	1 ST FRIDAY
TWIN LAKES ADMINISTRATION	4200 NW 10th Avenue, Oakland Park 33309	1 ST FRIDAY
TWIN LAKES ANNEX (4140)	4140 NW 10th Avenue, Oakland Park 33309	1 ST FRIDAY

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

ELEMENTARY SCHOOLS – 55		SCHEDULE
BEACHSIDE MONTESSORI VILLAGE	2230 Lincoln Street, Hollywood 33020	2 ND FRIDAY
BETHUNE	2400 Meade Street , Hollywood 33020	2 ND THURSDAY
BOULEVARD HEIGHTS	7201 Johnson Street, Hollywood 33024	3 RD FRIDAY
CHAPEL TRAIL	19595 Taft Street, Pembroke Pines 33029	2 ND TUESDAY
COCONUT PALM	13601 Monarch Lakes Blvd., Miramar 33027	3 RD MONDAY
COLBERT	2702 Funston Street, Hollywood 33020	4 TH WEDNESDAY
COLLINS	1050 NW 2nd Street, Dania Beach 33004	2 ND THURSDAY
COOPER CITY	5080 SW 92nd Avenue, Cooper City 33328	2 ND MONDAY
CORAL COVE	5100 SW 148th Avenue, Miramar 33027	3 RD MONDAY
COUNTRY ISLE	2300 Country Isles Road, Weston 33326	1 ST MONDAY
DANIA	300 SE Second Avenue, Dania Beach 33004	2 ND THURSDAY
DAVIE	7025 SW 39th Street, Davie 33314	1 ST FRIDAY
DOLPHIN BAY ANNEX	16450 Miramar Parkway, Miramar 33027	3 RD MONDAY
DRIFTWOOD	2700 NW 69th Avenue, Hollywood 33024	3 RD WEDNESDAY
EAGLE POINT	100 Indian Trace, Weston 33326	1 ST MONDAY
EMBASSY CREEK	10905 SE Lake Blvd., Cooper City 33026	2 ND MONDAY
EVERGLADES	2900 Bonaventure Blvd., Weston 33331	1 ST TUESDAY
FAIRWAY	7850 Fairway Blvd., Miramar 33023	3 RD TUESDAY
FLAMINGO	1130 SW 133rd Avenue, Davie 33325	1 ST WEDNESDAY
FOX TRAIL	1250 Nob Hill Road, Davie 33324	1 ST THURSDAY
GATOR RUN	1101 Glades Parkway , Weston 33327	1 ST MONDAY
GRIFFIN	5050 SW 116th Avenue, Cooper City 33330	2 ND MONDAY
GULFSTREAM ACADEMY K-8 OF HALLANDALE BEACH (FORMERLY HALLANDALE ELEM.)	900 SW 8th Street, Hallandale Beach 33009	4 TH WEDNESDAY
HAWKES BLUFF	5900 SW 160th Avenue, Davie 33331	2 ND MONDAY
HOLLYWOOD CENTRAL	1700 Monroe Street, Hollywood 33020	2 ND FRIDAY
HOLLYWOOD HILLS	3501 Taft Street, Hollywood 33021	2 ND FRIDAY
HOLLYWOOD PARK	901 N 69th Way, Hollywood 33024	3 RD FRIDAY
INDIAN TRACE	400 Indian Trace, Weston 33326	1 ST MONDAY
LAKE FOREST	3550 SW 48th Avenue, Pembroke Park 33023	3 RD THURSDAY
LAKESIDE	900 NW 136th Avenue, Pembroke Pines 33028	4 TH MONDAY
MANATEE BAY	19200 Manatee Isles Drive., Weston 33332	1 ST TUESDAY
MIRAMAR	6831 SW 26th Street, Miramar 33023	3 RD THURSDAY
NOVA BLANCHE FORMAN	3521 SW Davie Road, Davie 33314	1 ST FRIDAY
NOVA EISENHOWER	6501 SW 39th Street., Davie 33314	1 ST FRIDAY
OAKRIDGE	1507 N 28th Avenue, Hollywood 33020	2 ND FRIDAY
ORANGE BROOK	715 S 46th Avenue, Hollywood 33021	2 ND FRIDAY
PALM COVE	11601 Washington Street, Pembroke Pines 33025	4 TH MONDAY
PANTHER RUN	801 NW 172nd Avenue, Pembroke Pines 33029	2 ND TUESDAY
PASADENA LAKES	8801 Pasadena Blvd., Pembroke Pines 33024	4 TH TUESDAY
PEMBROKE LAKES	11251 Taft Street, Pembroke Pines 33026	4 TH TUESDAY
PEMBROKE PINES	6700 SW 9th Street, Pembroke Pines 33023	3 RD FRIDAY
PERRY, ANNABEL C (PK-8)	6850 SW 34th Street, Miramar 33023	3 RD THURSDAY
PINES LAKES	10300 Johnson Street, Pembroke Pines 33026	4 TH TUESDAY
SEA CASTLE	9600 Miramar Blvd., Miramar 33025	3 RD TUESDAY

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

<u>ELEMENTARY SCHOOLS</u> - 55 (CONTINUED)		<u>SCHEDULE</u>
SHERIDAN HILLS	5001 Thomas Street, Hollywood 33021	2 ND WEDNESDAY
SHERIDAN PARK	2310 N 70th Terrace, Hollywood 33024	3 RD WEDNESDAY
SILVER LAKES	2300 SW 173rd Avenue, Miramar 33029	3 RD MONDAY
SILVER PALMS	1209 NW 155th Avenue, Pembroke Pines 33028	2 ND TUESDAY
SILVER RIDGE	9100 SW 36th Street, Davie 33328	1 ST THURSDAY
SILVER SHORES	1701 SW 160th Avenue, Miramar 33027	3 RD MONDAY
STIRLING	5500 Stirling Road, Hollywood 33021	2 ND WEDNESDAY
SUNSET LAKES	18400 SW 25th Street, Miramar 33029	3 RD MONDAY
SUNSHINE	18400 SW 25th Street, Miramar 33029	3 RD THURSDAY
WATKINS	3520 SW 52nd Avenue, Pembroke Park 33023	3 RD THURSDAY
WEST HOLLYWOOD	6301 Hollywood Blvd., Hollywood 33024	3 RD FRIDAY

<u>MIDDLE SCHOOLS</u> - 17		<u>SCHEDULE</u>
APOLLO	6800 Arthur Street, Hollywood 33024	3 RD FRIDAY
ATTUCKS	3500 N 22nd Avenue, Hollywood 33020	2 ND THURSDAY
DRIFTWOOD	2751 N 70th Terrace, Hollywood 33024	3 RD WEDNESDAY
FALCON COVE	4251 Bonaventure Blvd., Weston 33332	1 ST TUESDAY
GLADES	16700 SW 48th Court, Miramar 33027	3 RD MONDAY
GULFSTREAM EARLY CHILDHOOD CENTER OF EXCELLENCE (FORMERLY GULFSTREAM MIDDLE)	120 SW 4th Avenue, Hallandale Beach 33009	4 TH WEDNESDAY
INDIAN RIDGE	1355 Nob Hill Road, Davie 33324	1 ST THURSDAY
MCNICOL	1602 S 27th Avenue, Hollywood 33020	4 TH WEDNESDAY
NEW RENAISSANCE	10701 Miramar Blvd., Miramar 33025	3 RD TUESDAY
NOVA	3602 College Avenue, Davie 33314	1 ST FRIDAY
OLSEN	330 SE 11th Terrace, Dania Beach 33004	2 ND THURSDAY
PERRY, HENRY D. EDUCATIONAL CENTER (FORMERLY PERRY MIDDLE)	3400 Wildcat Way, Miramar 33023	2 ND THURSDAY
PINES	200 NW Douglas Road, Pembroke Pines 33024	2 ND TUESDAY
PIONEER	5350 SW 90th Avenue, Cooper City 33328	2 ND MONDAY
SILVER TRAIL	18300 Sheridan Street, Pembroke Pines 33331	2 ND TUESDAY
TEQUESTA TRACE	1800 Indian Trace, Weston 33326	1 ST MONDAY
YOUNG, WALTER C.	901 NW 129th Avenue, Pembroke Pines 33028	4 TH MONDAY

HIGH SCHOOLS - 12		SCHEDULE
COOPER CITY	9401 Stirling Road, Cooper City 33328	2 ND MONDAY
CYPRESS BAY	18600 Vista Park Blvd., Weston 33332	1 ST TUESDAY
FLANIGAN, CHARLES W.	12800 Taft Street, Pembroke Pines 33028	4 TH MONDAY
EVERGLADES	17100 SW 48th Court, Miramar 33027	3 RD MONDAY
HALLANDALE	720 NW 9th Avenue, Hallandale Beach 33009	4 TH WEDNESDAY
HOLLYWOOD HILLS	5400 Stirling Road, Hollywood 33021	4 TH WEDNESDAY
MCARTHUR	6501 Hollywood Blvd., Hollywood 33024	3 RD FRIDAY
MIRAMAR	3601 SW 89th Avenue, Miramar 33025	3 RD TUESDAY
NOVA	3600 College Avenue, Davie 33314	1 ST FRIDAY
SOUTH BROWARD	1901 N Federal Highway, Hollywood 33020	2 ND THURSDAY
WEST BROWARD	500 NW 209th Avenue, Pembroke Pines 33029	2 ND TUESDAY
WESTERN	1200 SW 136th Avenue, Davie 33325	1 ST WEDNESDAY

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

TECHNICAL COLLEGE - 2	ADDRESS	SCHEDULE
MCFATTER TECH COLLEGE	6500 Nova Drive, Davie 33317	1 ST FRIDAY
SHERIDAN TECH COLLEGE - EAST	5400 W Sheridan Street, Hollywood 333021	2 ND WEDNESDAY

CENTERS - 7		SCHEDULE
GULFSTREAM ACADEMY K-8 OF HALLANDALE BEACH (FORMERLY HALLANDALE ADULT)	1000 SW 3rd Street, Hallandale Beach 33009	4 TH WEDNESDAY
NEW RIVER CIRCLE PORTABLE ADMIN. SITE	270 N. New River Circle, Sunrise 33326	1 ST TUESDAY
SOUTH AREA PORTABLE ANNEX	201 SW 172nd Avenue, Pembroke Pines 33029	2 ND TUESDAY
SHERIDAN TECH COLLEGE WEST (INCLUDES S.W. AREA BUS COMPLEX)	20251 Stirling Road, Pembroke Pines 33332	2 ND TUESDAY
LANIER JAMES EDUCATION CENTER	1050 NW 7th Court, Hallandale 33309	4 TH WEDNESDAY
THE QUEST CENTER	6401 Charleston Street, Hollywood 33024	3 RD WEDNESDAY
WHISPERING PINES EDUCATIONAL CENTER	3551 SW 89th Avenue, Miramar 33025	3 RD TUESDAY

ADMINISTRATIVE - 7		SCHEDULE
BROWARD FIRE ACADEMY CENTER (MCFATTER OFF-CAMPUS SITE)	2600 SW 71st Terrace, Davie 33314	1 ST THURSDAY
H.R.D. ADMINISTRATION (AT NOVA)	3531 College Avenue, Davie 33314	1 ST FRIDAY
BECON ADMINISTRATION / ITV STATION	6600 SW Nova Drive, Davie 33024	1 ST THURSDAY
SOUTH AREA MAINTENANCE (PPO ZONE 3)	1295 N 21st Avenue, Hollywood 33020	2 ND FRIDAY
SOUTH AREA BUS GARAGE	900 S University Drive, Pembroke Pines 333025	3 RD THURSDAY
WEST CENTRAL BUS COMPOUND	2500 College Avenue, Davie 33314	1 ST THURSDAY
PIONEER PORTABLE ANNEX	5350 SW 90th Avenue, Cooper City 33328	2 ND MONDAY

SECTION 6B, BID SPECIFICATIONS (TERMITE EXTERMINATION SERVICES)

1. **GENERAL REQUIREMENTS:** Awardee will furnish all supervisors, equipment, machinery, tools, materials, chemicals, labor, transportation and other items and services necessary to fully provide termite extermination services in accordance with the terms, conditions and specifications of this bid. 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 all termite extermination.

The following procedure will be observed by awardee and their employees:

- A. Upon entering a facility, awardee or their employees will notify the facility personnel of their presence and purpose. The awardee shall arrange all schedules for treatment and building access with the principal, center administrator or their designee. All work is to be performed during non-school hours.
- B. Upon completion of service, awardee or their employees will notify the facility personnel that the work has been completed and at the same time obtain verification of services performed.
- C. In the event additional service (call back) is required, it shall be provided by the awardee at no additional cost to SBBC. Awardee shall perform additional service within 24 hours of notification.
- D. Prior to leaving the site, the awardee 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 **shall** not deposit any empty or partially empty **chemical containers** in refuse containers at school locations or any SBBC property.
- E. Awardee shall be responsible for safeguarding all equipment, tools, materials, etc., at the work site.
- F. Law and Regulation Compliance: The **awardee** shall comply with all Federal, State and local laws and regulations relating to, but not limited to the application, licensure, usage and instructions concerning pesticide and fumigant products to be used. Bidders must comply with Florida Statutes 482 and 487 and with any EPA (Environmental Protection Agency) or OSHA (Occupational Safety and Health Administration) regulations involving pesticides and fumigants.
- G. Method of Extermination: SBBC will determine the method of extermination to be used and will notify the awardee in writing via work order and description of the work to be performed prior to service.
- H. Sulfuryl Fluoride (Vikane) Application: Application of the fumigant, Vikane for drywood termite extermination, can only be performed when buildings are unoccupied (i.e. spring and summer breaks, holidays, school vacations, weekends, etc.). Tenting is the preferred method of extermination. When service is requested, the awardee will be given five days notification to submit a proposed application schedule to the Certified Pest Control Operator (hereinafter referred to "CPCO") for approval. After approval of the proposed schedule, awardee must give a minimum five days notice to the School Principal or location Administrator requiring service and to the CPCO of the scheduled day of service. The CPCO can be reached between 6:00 a.m. and 2:30 p.m., Monday through Friday at 754-321-4342.
- I. Termite Extermination Guarantee: Bid prices quoted on the Bid Summary Sheet for termite extermination shall include a five year unconditional guarantee against reinfestation. This guarantee shall include retreatment, which shall be the same method stated in the bid specifications for termite extermination and restoration of the termite damage which occurred during the guarantee period, at no additional cost to SBBC.
- J. Certified Pest Control Operator (CPCO): Awardee must have on staff at time of service a CPCO who is licensed and certified in the State of Florida to perform structural fumigation of termites and other wood infesting organisms and shall be available at the job site if needed during treatment. Bidder must submit with the bid or upon request a copy of the CPCO's current license.
- K. **CHEMICAL LIST:** Bidder must submit WITH ITS BID, a list of all chemicals that will be used on SBBC property (TERMITE EXTERMINATION CHEMICAL LIST - Exhibit E). Along with the list, a sample of the chemical label along with EPA Registration and SDS MUST be included.

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. 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.

2. DRYWOOD TERMITE EXTERMINATION:

- A. The awardee shall supply all labor, supervision, tents, equipment, chemicals and supplies necessary to seal and fumigate all buildings requiring drywood termite extermination treatment. The awardee must be able to provide equipment and tenting materials to treat at least 1,000,000 cubic feet per location.
- B. Only vinyl coated non-defective nylon tents with a rating of "good" shall be used. All telephone and power cables must be sealed, using tape. The base of all tents, over each building, shall be weighted and sealed with sand.
- C. The fumigant used shall be Sulfuryl Fluoride (Vikane) ONLY, and the ratio of chemical used shall be determined by the licensed fumigator, in accordance with manufacturer's specifications.
- D. Vikane fumigation shall be performed in accordance with manufacturer's recommended method of application. All prices shall be based upon a 24 hour fumigation period. All fumigants shall be introduced outside of the structure.
- E. All buildings requiring drywood extermination shall be tented. Sealing fumigation shall only be authorized in writing by SBBC's CPCO.
- F. Awardee shall provide specific preparation instructions to school principals or center administrators one week prior to service and shall email to SBBC's CPCO, a copy of the signed approval preparation sheet prior to service.
- G. In accordance with manufacturer's specifications for the use of Vikane in all areas and for assurance that the buildings needing treatment are completely vacated, prior to the application of the fumigant, contractor shall place a handful of cotton in a shallow dish and pour the chemical Chloropicrin over the cotton balls and set the dish in the air stream of a fan.
- H. Awardee shall place warning signs in front of all entrances indicating the nature of the work underway and the dangers involved. These signs shall be printed in English and Spanish and readable from a distance of 100 feet during normal daylight conditions, with accurate notations as to fumigant introduction time.
- I. At the conclusion of the fumigation treatment, the awardee shall use a Toxic Gas Detector to determine if building is free of all toxic and poisonous gases. Contractor shall post signs at all entrances to each building stating the time and date the building was determined to be clear of poisonous gases and the time and date that building can be re-occupied.

DRYWOOD TERMITE EXTERMINATION – "OPTIONAL SERVICES" FOR MONITORED FUMIGATION TREATMENT:

- J. A guard must be provided by awardee and must be present during the 24 hour treatment period.
- K. To ensure reliability, gas readings from two separate fumiscopes must be recorded. There shall be at least three sets of readings taken at 4-hour intervals during treatment. The first reading shall be taken one hour after the introduction of the fumigant and the second reading will be taken one hour after the first reading. There shall be one monitoring hose introduced into the building per every 100,000 cubic feet with a minimum of two monitoring hoses per fumigation per building. Awardee shall supply an energized

grounded power cord at each monitoring line site. Contractor shall provide a scale graph drawing of the building requiring fumigation indicating the position of all shooting lines, fans and monitoring hoses. The contractor must submit the fumiscope readings in writing upon building being cleared for occupancy. Fax paperwork to 754-321-4349. Payment will not be made until acceptable fumiscope readings are reached.

- L. A representative of the company shall be present at the site on the day the structure is reoccupied. The representative will be onsite at a time determined by the CPCO, usually the time the site/school opens.

3. **SUBTERRANEAN TERMITE CONTROL:**

- A. If a conventional liquid pesticide application is ordered, horizontal and vertical drilling of slabs and or walls may be required to gain control of termites. If SBBC determines that drilling is required, no additional charges will be incurred. Label rates and directions will be followed.

SECTION 7, FORMS AND ATTACHMENTS

Please fill out all attachments below. Some attachments must be notarized.

ATTACHMENT 1

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 employee 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

03/28/13

**ATTACHMENT 2
DRUG FREE WORKPLACE**

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME 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 _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

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 shall be taken against employees for violations of such prohibition.
2. 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 shall abide by the terms of the statement and shall 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. Shall 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.

Sworn to and subscribed before me this _____ day of _____, 20____. _____ (Signature)

Personally known _____ or _____

Produced Identification _____ Notary Public – State of _____

_____ My commission expires: _____

(Type of Identification)

ATTACHMENT 3

MINIMUM LIMITS OF INSURANCE REQUIREMENTS

Insurance Requirements. Vendor shall comply with the following insurance requirements throughout the term of this Agreement.

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.

Workers' 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 shall 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.

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 Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. 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. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.

- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of current status.

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

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

Cancellation of Insurance. Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

ATTACHMENT 4

W-9 Form

Please retrieve the latest version of the W-9 form from the IRS website listed below:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

- This form can be filled out online and printed for signature. Only page one (1) needs to be returned



ATTACHMENT 5

**ACH Payment Agreement Form (ACH CREDITS)
 The School Board of Broward County, Florida
 (See General Condition 10)**

VENDOR NAME:

Authorization Agreement

I (we) hereby authorize **The School Board of Broward County** to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize **The School Board of Broward County** 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 shall 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 Institute: _____

Branch/ State _____

Routing No: _____

Account No: _____	Checking <input type="checkbox"/>	Savings <input type="checkbox"/>
--------------------------	--------------------------------------	-------------------------------------

VENDOR AREA:		
Remittance Confirmation:	Fax	Email
(please select one)	<input type="checkbox"/>	<input type="checkbox"/>

Federal Identification No.	TAX ID#	SS#
Vendor	<input type="checkbox"/>	<input type="checkbox"/>

Update Purchase Order Fax & Email Address

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 VOIDED check to verify bank details and routing number.

**This form must be returned to: SBBC – Purchasing – Data Strategy Group
 7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533**

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered _____ Initials: _____

SECTION 8, STATEMENT OF "NO BID"

If your company shall 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
 7720 West Oakland Park Boulevard, Suite 323
 Sunrise, Florida 33351

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

Bid Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

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: _____

EXHIBIT A1



SUPPLIER DIVERSITY OUTREACH PROGRAM FORMS

The following forms are due (if applicable) at the time of Bid submittal:

1. **Statement of Intent to Perform as an S/M/WBE Subcontractor** ([Click Here](#))

Document Link: http://www.broward.k12.fl.us/supply/sdop/docs/Forms-Policies/00470%20StatementofIntent_082017_Final.pdf


Document Preview:

 Procurement & Warehousing Services Supplier Diversity Outreach Program Broward County Public Schools	Document Number 00470 Attachment _____
	STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR
SOLICITATION #: <input type="text"/>	
CONTRACT #: <input type="text"/>	
<p>A signed <i>Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor</i> form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the <i>S/M/WBE Subcontractor Participation Schedule</i>.</p>	
STATEMENT OF INTENT	
The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity	

2. **Small/Minority/Women Business Enterprise Subcontractor Participation Schedule** ([Click Here](#))

Document Link: http://www.broward.k12.fl.us/supply/sdop/docs/Forms-Policies/ParticipationSchedule_082017_Final.pdf

Document Preview:

 Procurement & Warehousing Services Supplier Diversity Outreach Program Broward County Public Schools	Document Number 00475 Attachment _____		
	SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE		
DATE: <input type="text"/>			
SOLICITATION INFORMATION			
Contract #:	<input type="text"/>	Project Start Date:	<input type="text"/>
Project Name:	<input type="text"/>		
Project Location:	<input type="text"/>		
Bidder/Proposer:	<input type="text"/>		

3. **S/M/WBE Participation Good Faith Effort** ([Click Here](#))

Document Link: http://www.broward.k12.fl.us/supply/sdop/docs/Forms-Policies/GoodFaithEffortForm_101117_v4.pdf

Document Preview:


 Procurement & Warehousing Services Supplier Diversity Outreach Program Broward County Public Schools	S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM
	DATE: <input type="text"/>
CONTACT INFORMATION	
Solicitation Title:	<input type="text"/>
Solicitation #:	<input type="text"/>
Prime Contractor:	<input type="text"/>

EXHIBIT A2



SUPPLIER DIVERSITY OUTREACH PROGRAM FORMS

The following forms are due (if applicable) after Bid has been awarded:

1. S/M/WBE Monthly Subcontractor Utilization Report ([Click Here](#))

Document Link: http://www.broward.k12.fl.us/supply/sdop/docs/Forms-Policies/SMWBEMonthlySubcontractorUtilizationReport%20082017_Final.pdf

Document Preview:


 Procurement & Warehousing Services Supplier Diversity Outreach Program Broward County Public Schools		Document Number 00485 Attachment _____	
S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT			
SECTION I - GENERAL INFORMATION			
Project Name:		Contract Number and Work Order Number (if applicable):	
Report #:	Reporting Period: _____ to _____	S/M/WBE Contract Goal:	Contract Completion Date:
Prime Contractor Name:		Project Manager (PM) Name:	
Prime Contractor Street Address:			
Prime Contractor Phone #:	Prime Contractor Email Address:	PM Phone #:	PM Email Address:
SECTION II - UTILIZATION INFORMATION			
Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period. For assistance in completing this form, please call the Supplier Diversity Outreach Program at (754) 321-0505.			
FEDERAL	S/M/WBE	TOTAL	AMOUNT PAID

EXHIBIT B

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE NEXT PAGE)

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

Organization Name

ITB Number

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

EXHIBIT B

INSTRUCTIONS FOR CERTIFICATION

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