EXECUTIVE SUMMARY



Recommendation that the Broward College District Board of Trustees authorize the piggyback agreement with Beach Environmental Exterminating, Inc. and Tower Pest Control, Inc. utilizing the School Board of Broward County (SBBC) contract # ITB25-003 for Pest Control & Termite Extermination Services. Fiscal Impact: Estimated \$450,000.00 (\$150,000.00 per year)

Presenter(s): Deborah Czubkowski, VP Facilities Management

What is the purpose of this contract and why is it needed?

A piggyback agreement will be established utilizing SBBC contract ITB25-003 to replace the current SBBC contract FY20-022 for Pest Control & Termite Extermination Services from multiple vendors set to expire 06/30/2024 without any further renewal options. This new contract will facilitate college-wide routine pest control services.

Contract Period: 3 Year Contract from 07/01/2024 to 06/30/2027.

Renewal: The contract has two (2) additional one-year renewal options after 06/30/2027.

What procurement process or bid waiver was used and why?

Florida Administrative Code Rule 6A-14.0734(2) and College Procedure A6Hx2-6.34 provides the following exception to the requirement to solicit competitive offers for goods and services: Purchases at the unit or contract prices established through competitive solicitations by any unit of government established by law or a non-profit buying cooperative.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?

Yes, June 2024 approved budget.

What fund, cost center and line item(s) were used?

FD100, CC0037, BU201, PG000222 (GLC 62500)

Has Broward College used this vendor before these products or services?

Yes, Broward College has used this vendor before for pest control and termite services

Was the product or service acceptable in the past?

Yes

Board Item

Meeting of September 4, 2024

Was there a return on investment anticipated when entering this contract?

This contract keeps our campuses pest free.

Was that return on investment not met, met, or exceeded and how?

The contract keeps the campuses safe for our students.

Does this directly or indirectly feed one of the Social Enterprise tactics and how?

Not Applicable.

Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Description:Estimated \$150,000.00 x 3years = Cumulative \$450,000.00.

FD100, CC0037, BU201, PG000221 (GLC 62500)

04/30/24 CC0037 · Building Maintenance 3 Year Contract from 2024-2027 (\$450,000.00)



5/23/2024

APPROVAL PATH: 12042 SBBC ITB25-003 – Pest Control & Termite Extermination Services - Piggyback 2024-2027

Stage	Reviewer	Description	Due Date	△ Status	2
1	Deborah Czubkowski	VP, Facilities Management		Completed	1
2	Donald Astrab	Chief Operating Officer		Completed	
3	Natalia Triana-Aristizabal	Contracts Coordinator		Completed	
4	Zaida Riollano	Procurement Approval	s	Completed	1
5	Rabia Azhar	CFO Review		Completed	
5	Christine Sims	Budget Departmental Review		Completed	
6	Legal Services Review Group	Review and Approval for Form and		Completed	
7	Board Clerk	Agenda Preparation		Completed	
8	District Board of Trustees	Meeting	08/20/24 08:30 AM	Pending	
9	Electronic Signature(s)	Signatures obtained via DocuSign b		Pending	
10	Natalia Triana-Aristizabal	Contracts Coordinator		Pending	

	The School Board of Brow PROCUREMENT & WARE 7720 West Oakland Park Sunrise, Florida 3 754-321-0	HOUSIN Boulevar 33351-67	G SERVIC	ES	INV	ITATION TO E	SID
DUE DATE: Bids due on or be (ET) at Procurement & Wareh	ITB NO.: ITB25-				PURCHASING AGENT: Martine Cadesca 754-321-0594		
Check Addenda for any revised your bid. Bid(s) received, after t	he date and time stated above, vard. Faxed and/or emailed bids	BID TITL)L & TERI	NITE EXT	ERMINATION SERVICES	
WHERE INDICATED BELOW AND S	SECTION 1 – BI MUST BE C ONDITION 1, THIS SECTION MUST BE C UBMITTED WITH THE BID. FAILURE T		D BY ALL	BIDDERS.	IG THE SIGN/	ATURE OF AN AUTHORIZED REPRESEN L RESULT IN BID BEING CONSIDERE	TATIVE
RESPONSIVE. Bidder's Name (Company): Beach Environmental Ext "Doing Business As" (d/b/a), i			address of	her than as s	tated on the I	MENT: If payment(s) is/are to be me eft, please complete the section below he same as stated on the left.	
Address: 6911 Garden Rd			Address:	PO Bo	ox 16072		
City: Riviera Beach			City:	Riviera B	each		
State: FL	Zip): 33404	State:	FL		Zip:	419-0672
Federal Tax Identification Number:	65-0864584		Telephone	Number:	61-841-007		
authorized by Bidder to do so. Bidder agr contents of all pages in this Invitation To Addenda released hereto; Bidder agrees conditions contained in the ITB, and any are requirements of this ITB and failure to Bidder has not divulged, discussed, or cou with any other Bidder or party to any oth offered campaign contributions to School Members for campaigns of other candid Bidder is attempting to sell goods or ser offering campaign contributions shall cor any solicitation for a competitive procure II, Section GG as well as School Boarr Fundraising. Bidder acknowledges that		bid and am lance of the ents of any terms, and te following submitted; not colluded sts has not chool Board the which the imitation of " period for 3320, Part Contribution f the public	Signatu Jorg Name of Ge Title jorg	ge Avila Authorized neral Man	Representat ager h-environ	ntative (Manual) ive (Typed or Printed) imental.com ive	
			QUIREM				
	bid is in compliance with bid requireme	ents, please	<u> </u>				
Bidder Acknowledgement Section 1	Conflict of Interest Form Section 8, Attachment B			te of Debarm Attachment C	ent	Bidder/Proposer Assurance Statement Doc.00471)
Bidder's Qualification Special Condition 8 & 9	Bid Summary Sheet		Contract to the second	E Participatic Attachment A	n Schedule	Pest Control/Termite extern Chemical Lists. Special Conditi 9 and Exhibit B&C. Bid Specs 4	tion 8 &
Pest Control Service Equipment List, Exhibit A	Safety Data Sheets Special Condition 19		Special Co	rm, Section 3, ndition 24		Descriptive Literature Special Condition	

d 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. Broward County Public Schools Is An Equal Opportunity/Equal Access Employer Page 1 Form 3270D REVISED 10/26/2016

MUST BE COMPLETED BY ALL BIDDERS.

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:

k 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 Beach Environmental Exterminating Inc. anature **Company Name**

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

ATTACHMENT C – DEBARMENT

MUST BE COMPLETED BY ALL BIDDERS.

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 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.

Exterminating Inc.	
Organization Name	
al Manager	
ne(s) and Title(s) of Authorized Representative(s)	
	1/22/24
	Date

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

Bid Title: Pest Control and Termite Extermination Services The School Board of Broward County, Florida Doc. 00741 – Bidder/Proposer Assurance Statement:

AN I

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

Document 00471

Bidder/Proposer Assurance Statement

SOLICITATION #:

A prospective M/WBE Bidder/ Proposer responding to a School District solicitation, for which project scope is not predefined, must submit *Document 00471 – Bidder/Proposer Assurance Statement* – at the time of bid submission. Such documentation is required by the SBBC to affirm its intent to self-perform and meet the S/M/WBE requirements indicated in the solicitation.

NAME OF PRIME BIDDER/PROPOSER Beach Environmental Exterminating Inc.

M/WBE Status:

S/M/WBE STATUS				
MBE – AA				
MWBE – AA				
MBE – HA				
MWBE - HA				
MBE – APA				
MWBE – APA				
WBE				
SBE				

2121 (Signa ire and Date)

General Manager (Title)

The Bidder/Proposer Assurance Form must be submitted with the SBBC Certification for M/WBE.

ATTACHMENT B - CONFLICT OF INTEREST

Broward County Public Schools Is An Equal Opportunity/Equal Access Employer Page 37



Т

ANNE M. GANNON CONSTITUTIONAL TAX COLLECTOR Serving Palm Beach County Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353 www.pbctax.com Tel: (561) 355-2264 **LOCATED AT** 6911 GARDEN RD RIVIERA BEACH, FL 33404

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
PEST CONTROL FIRM	BEACH ENVIRONMENTAL EXTERMINATING INC	JB93918	B23.694483 08/16/2023	\$132.00	B40124329

This document is valid only when receipted by the Tax Collector's Office.

4 7 - 805

BEACH ENVIRONMENTAL EXTERMINATING INC BEACH ENVIRONMENTAL EXTERMINATING INC 6911 GARDEN RD RIVIERA BEACH FL 33404-5905

վիլիսեվիկլերինիսիներինիրինիներիներիներիներին

STATE OF FLORIDA PALM BEACH COUNTY 2023 / 2024 LOCAL BUSINESS TAX RECEIPT LBTR Number: 201000743 EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT

 Date
 File No.
 Expires

 August 11, 2023
 JB93918
 July 31, 2024

THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: July 31, 2024 AT

6911 GARDEN ROAD RIVIERA BEACH, FL 33404

BEACH ENVIRONMENTAL EXT. INC. 6911 GARDEN ROAD RIVIERA BEACH, FL 33404

WILTON SIMPSON, COMMISSIONER

Fumigation General Household Pest and Rodent Control Lawn and Ornamental Termite and Other WDO Control

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT

BEACH ENVIRONMENTAL EXT. INC. 6911 GARDEN ROAD PEST CONTROL COMPANY FIRM

JB93918

HAS PAID THE FEE REQUIRED BY CHAPTER 483 FOR THE PERIOD EXPIRING July 31, 2024

WILTON SIMPSON COMMISSIONER

Signature

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT 3125 CONNER BLVD, BLDG, 8 TALLAHASSEE, FLORIDA 32399-1650



	Bidder Info
Company Name	Beach Environmental Exterminating Inc.
Company Representative	Jorge Avila
Email Address	jorge@beach-environmental.com
Phone Number	561-841-0077
Fax Number	954-458-0607
Website Address	www.beach-environmental.com
Street Address	6911 Garden Rd
City	Riviera Beach
State	FL
Zip Code	33404
After Hours Contact	954-515-2646
M/WBE Certification*	N/A
Agency Issuer*	N/A

*Review General Condition 52 prior to completing

Summary Sheet Instructions:

1.) This form is to be filled out electronically, no handwritten summary sheets will be

2.) All Fields in the Bidder Information box (above) should be filled in

Thank you for your cooperation!

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

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

COST FOR MONTHLY CONTROL (ITEMS A-G): Bidder to state the cost per school for once- a-month service for each of the following facilities, as per bid and attachments.

Item #	Description	Estimated Quantity	Unit of Measure	Pri	ce Per Unit of Measure	Т	otal \$ Bid Line Item
A	Complete Elementary School (Average of 60,000 square foot per school):	45	each	\$	53.00	\$	2,385.00
в	Complete Middle School (Average of 150,000 square foot per school):	13	each	\$	63.00	\$	819.00
с	Complete High School (Average of 200,000 square foot per school):	10	each	\$	74.00	\$	740.00
D	Complete Technical College	1	each	\$	79.00		79.00
E	Complete Center:	6	each	\$	79.00	\$	474.00
F	OTHER FACILITIES: Administrative Facilities	5	each	\$	42.00	\$	210.00
G	Treatment for FLEAS, ANTS, SCORPIONS and other crawling pests found on turf areas. To include treatment to areas effected with a seven day follow up treatment and a 30-day guarantee that no pests are left alive.	20,000	housand square fee	\$	0.01	\$	200.00
н	Treatment for HONEY BEE NESTS AND BEE SWARM LANDINGS on SBBC property. A one hour response time to the location is mandatory. The immediate area will be secured with caution tape and treatment will be scheduled that night when students and staff have left the campus. Several SBBC-approved Honey Bee glue traps will be placed near treatment location. Guarantee extermination and nest content removal.	5	each	\$	165.00	\$	825.00
1.1	Treatment for Rodent Trapping. Set up will include inspection and completion of SBBC- approved rodent report of entire facility. Specific structural and sanitation recommendations will be reported. All trap placements will be documented on graph/map of facility. All traps will be monitored daily for a minimum of one week with supporting authorized service tickets for each visit. Closing comments will be provided with inspection report after all rodents have been removed from the facility. All report results will be faxed same day as inspection to SBBC C.P.C.O.	10) Cost/each set up				
	same day as inspection to obbo on .o.o.			\$	85.00	\$	850.00

				*	Total A - J	\$	8,182.00
J	RODENT BAIT BOX, Monthly installation and monitoring.	250	box	s	5.00	s	1,250.00
1.2	Treatment for Rodent Trapping. Set up will include inspection and completion of SBBC- approved rodent report of entire facility. Specific structural and sanitation recommendations will be reported. All trap placements will be documented on graph/map of facility. All traps will be monitored daily for a minimum of one week with supporting authorized service tickets for each visit. Closing comments will be provided with inspection report after all rodents have been removed from the facility. All report results will be faxed same day as inspection to SBBC C.P.C.O.	10 Cost	i/each captui	re \$	35.00	\$	350.00

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

item #	Description	Estimated Quantity	Un	it of Measure	Pri	ice Per Unit of Measure	T	otal \$ Bid Line Item
к	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – ELEMENTARY SCHOOLS.	4	5	each	\$	59.00	\$	2,655.00
L	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – MIDDLE SCHOOLS.	1	3	each	\$	74.00	\$	962.00
М	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – HIGH SCHOOLS.	1	0	each	\$	89.00	\$	890.00
N	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – VOCATIONAL/ADULT CENTERS.		1	each	\$	90.00	\$	90.00
0	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – SPECIAL CENTERS.		6	each	\$	78.00	\$	468.00
Ρ	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – ADMINISTRATION FACILITIES.		5	each	\$	42.00	\$	210.00
						Total K - P	\$	5,275.00

Additional Labor and Materials for non-line items related to GROUP A.

Related work materials MAY be purchased under this contract at the discretion of the PPO Supervisor assigned on a strictly cost-plus basis. These materials purchased under this contract must be verified by the submission of an itemized list of materials proposed for purchase from the identified source, each unit price by cost, the total price and the awardee's cost-plus mark-up. Any remaining aforementioned related materials, after project completion, become the property of SBBC. The PPO Custodial/Grounds Department isunder NO OBLIGATION to purchase materials under this contract if the aforementioned materials can be purchased under other SBBC contracts.

Failure to enter a Material Mark-Up may render Group A non-responsive.

Maximum Mark-Up is ten percent (10%).

Item #	Description	Estimated Quantity	Unit of Measure	Per Unit of leasure	Total \$ Bid Line Item
Q	Labor Rate - Operator	10	hour	\$ 65.00	\$ 650.00
R	Material Mark Up (Not to exceed 10%)	\$ 500.00	percent	7%	\$ 535.00
				Total	\$ 1,185.00



ANNUAL TOTAL							
ITEMS	DESCRIPTION		ANNUAL TOTAL				
ITEMS A - J	ANNUAL TOTAL	MONTHLY TOTALS X 12	\$	98,184.00			
ITEMS K - P	(TERMIDOR) ANNUAL TOTAL	SEMI ANNUAL X 2	\$	10,550.00			
ITEMS Q - R	TIME & MATERIAL	ANNUAL TOTAL	\$	1,185.00			
		TOTAL GROUP 1 (ITEMS A - R)	\$	109,919.00			

GROUP 2 - CENTRAL AREA FACILITIES (TO BE AWARDED AS GROUP A)

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

COST FOR MONTHLY CONTROL (ITEMS A-G): Bidder to state the cost per school for once- a-month service for each of the following facilities, as per bid and attachments.

ltem #	Description	Estimated Quantity	Unit of Measure	Pr	ice Per Unit of Measure	Т	otal \$ Bid Line Item
A	Complete Elementary School (Average of 60,000 square foot per school):	41	each	\$	53.00	\$	2,173.00
в	Complete Middle School (Average of 150,000 square foot per school):	12	each	\$	63.00	\$	756.00
с	Complete High School (Average of 200,000 square foot per school):	7	each	\$	74.00	\$	518.00
D	Complete Center:	5	each	\$	79.00	\$	395.00
E	Complete Administrative Sites:	13	each	\$	42.00	\$	546.00
F	Complete SPECIAL ADMINISTRATIVE SITE: Kathleen C. Wright Administration Center, (approximately 170,000 sq. ft.) including 14 floors with two mini kitchens per floor. (600 SE 3rd Avenue, Fort Lauderdale, Florida 33301)	1	each		70.00	•	70.00
				\$	79.00	\$	79.00
G	Treatment for FLEAS, ANTS, SCORPIONS and other crawling pests found on turf areas. To include treatment to areas effected with a seven day follow up treatment and a 30-day guarantee that no pests are left alive.	20,000	thousand square feet	\$	0.01	\$	200.00
н	Treatment for HONEY BEE NESTS AND BEE SWARM LANDINGS on SBBC property. A one hour response time to the location is mandatory. The immediate area will be secured with caution tape and treatment will be scheduled that night when students and staff have left the campus. Several SBBC-approved Honey Bee glue traps will be placed near treatment location. Guarantee extermination and nest content removal.	5	each	\$	165.00	\$	825.0
l.1	Treatment for Rodent Trapping. Set up will include inspection and completion of SBBC- approved rodent report of entire facility. Specific structural and sanitation recommendations will be reported. All trap placements will be documented on graph/map of facility. All traps will be monitored daily for a minimum of one week with supporting authorized service tickets for each visit. Closing comments will be provided with inspection report after all rodents have been removed from the facility. All report results will be faxed same day as inspection to District C.P.C.O.	10	Cost/each set up	\$		\$	850.0



				Total A - J	\$ 7,942.00
J	RODENT BAIT BOX, Monthly installation and monitoring.	250 box	\$	5.00	\$ 1,250.00
1.2	Treatment for Rodent Trapping. Set up will include inspection and completion of SBBC- approved rodent report of entire facility. Specific structural and sanitation recommendations will be reported. All trap placements will be documented on graph/map of facility. All traps will be monitored daily for a minimum of one week with supporting authorized service tickets for each visit. Closing comments will be provided with inspection report after all rodents have been removed from the facility. All report results will be faxed same day as inspection to District C.P.C.O.	10 Cost/each ca	pture \$	35.00	\$ 350.00

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

Item #	Description	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$ Bid Line Item
к	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – ELEMENTARY SCHOOLS.	41	each	\$ 59.00	\$ 2,419.00
L	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – MIDDLE SCHOOLS.	12	each	\$ 74.00	\$ 888.00
M	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – HIGH SCHOOLS.	7	each	\$ 89.00	\$ 623.00
N	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – CENTERS.	5	each	\$ 78.00	\$ 390.00
0	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – ADMINISTRATION FACILITIES.	13	each	\$ 42.00	\$ 546.00
р	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – SPECIAL ADMINISTRATION FACILITIES.	1	each	\$ 78.00	\$ 78.00
				Total K - P	\$ 4,944.00

Additional Labor and Materials for non-line items related to GROUP A.

Related work materials MAY be purchased under this contract at the discretion of the PPO Supervisor assigned on a strictly cost-plus basis. These materials purchased under this contract must be verified by the submission of an itemized list of materials proposed for purchase from the identified source, each unit price by cost, the total price and the awardee's cost-plus mark-up. Any remaining aforementioned related materials, after project completion, become the property of SBBC. The PPO Custodial/Grounds Department isunder NO OBLIGATION to purchase materials under this contract if the aforementioned materials can be purchased under other SBBC contracts.

Failure to enter a Material Mark-Up may render Group A non-responsive.

Maximum Mark-Up is ten percent (10%).

ltem #	Description	Estimated Quantity	Unit of Measure	e Per Unit of Measure	Tot	al \$ Bid Line Item
Q	Labor Rate - Operator	10	hour	\$ 65.00	\$	650.00



R	Material Mark Up (Not to exceed 10%)	\$ 500.00	percent	7%	\$ 35.00
				Total	\$ 685.00

ANNUAL TOTAL							
ITEMS	DESCRIPTION		ANNUAL TOTAL				
ITEMS A - J	ANNUAL TOTAL	MONTHLY TOTALS X 12	\$	95,304.00			
ITEMS K - P	(TERMIDOR) ANNUAL TOTAL	SEMI ANNUAL X 2	\$	9,888.00			
ITEMS Q - R	TIME & MATERIAL	ANNUAL TOTAL	\$	685.00			
		TOTAL GROUP 1 (ITEMS A - R)	\$	105,877.00			

GROUP 3 - SOUTH AREA FACILITIES (TO BE AWARDED AS GROUP A)

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

COST FOR MONTHLY CONTROL (ITEMS A-G): Bidder to state the cost per school for once- a-month service for each of
the following facilities, as per bid and attachments.

		Quantity	Unit of Measure	M	easure	10	tal \$ Bid Line Item
Α	Complete Elementary School (Average of 60,000 square foot per school):	55	each	\$	53.00	\$	2,915.00
в	Complete Middle School (Average of 150,000 square foot per school):	17	each	\$	63.00	\$	1,071.00
с	Complete High School (Average of 200,000 square foot per school):	12	each	\$	74.00	\$	888.00
D	Complete Technical College:	2	each	\$	79.00	\$	158.00
E	Complete Center:	7	each	\$	79.00	\$	553.00
F	Complete Administrative Sites:	7	each	\$	42.00	\$	294.00
G	Treatment for FLEAS, ANTS, SCORPIONS and other crawling pests found on turf areas. To include treatment to areas effected with a seven day follow up treatment and a 30-day guarantee that no pests are left alive.	20,000	thousand square feet	\$	0.01	s	200.00
н	Treatment for HONEY BEE NESTS AND BEE SWARM LANDINGS on SBBC property. A one hour response time to the location is mandatory. The immediate area will be secured with caution tape and treatment will be scheduled that night when students and staff have left the campus. Several SBBC-approved Honey Bee glue traps will be placed near treatment location. Guarantee extermination and nest content removal.	5	each	\$	165.00	\$	825.00
1.1	Treatment for Rodent Trapping. Set up will include inspection and completion of SBBC- approved rodent report of entire facility. Specific structural and sanitation recommendations will be reported. All trap placements will be documented on graph/map of facility. All traps will be monitored daily for a minimum of one week with supporting authorized service tickets for each visit. Closing comments will be provided with inspection report after all rodents have been removed from the facility. All report results will be faxed same day as inspection to SBBC C.P.C.O.	10	Cost/each set up	\$	85.00		850.00

						10,604.00
J	RODENT BAIT BOX, Monthly installation and monitoring.	500	box	\$	5.00	\$ 2,500.00
1.2	Treatment for Rodent Trapping. Set up will include inspection and completion of SBBC- approved rodent report of entire facility. Specific structural and sanitation recommendations will be reported. All trap placements will be documented on graph/map of facility. All traps will be monitored daily for a minimum of one week with supporting authorized service tickets for each visit. Closing comments will be provided with inspection report after all rodents have been removed from the facility. All report results will be faxed same day as inspection to SBBC C.P.C.O.	10 Co	ost/each capture	e \$	35.00	\$ 350.00

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

Item #	Description	Estimated Quantity	Unit of Measure	Price Per Un Measure		Total \$ E	Bid Line Item
к	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – ELEMENTARY SCHOOLS.	55	each	\$ 5	9.00	\$	3,245.00
L	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – MIDDLE SCHOOLS.	17	each	\$ 7	4.00	\$	1,258.00
M	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – HIGH SCHOOLS.	12	each	\$ 8	9.00	\$	1,068.00
N	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – TECHNICAL COLLEGES.	2	each	\$ 9	0.00	\$	180.00
0	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – CENTERS.	7	each	\$ 7	8.00	\$	546.00
Р	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – ADMINISTRATION FACILITIES.	7	each	\$ 4	2.00	\$	294.00
				Total K -	Ρ	\$	6,591.0

Additional Labor and Materials for non-line items related to GROUP A.

Related work materials MAY be purchased under this contract at the discretion of the PPO Supervisor assigned on a strictly cost-plus basis. These materials purchased under this contract must be verified by the submission of an itemized list of materials proposed for purchase from the identified source, each unit price by cost, the total price and the awardee's cost-plus mark-up. Any remaining aforementioned related materials, after project completion, become the property of SBBC. The PPO Custodial/Grounds Department isunder NO OBLIGATION to purchase materials under this contract if the aforementioned materials can be purchased under other SBBC contracts.

Failure to enter a Material Mark-Up may render Group A non-responsive.

Maximum Mark-Up is ten percent (10%).

ltem #	Description	Estimated Quantity	Unit of Measure	Per Unit of leasure	То	otal \$ Bid Line Item
Q	Labor Rate - Operator	10	hour	\$ 65.00	\$	650.00
R	Material Mark Up (Not to exceed 10%)	\$ 500.00	percent	7%	\$	35.00
				Total	\$	685.00



	ANNUAL TOTAL							
ITEMS	DESCRIPTION			ANNUAL TOTAL				
ITEMS A - J	ANNUAL TOTAL	MONTHLY TOTALS X 12	\$	127,248.00				
ITEMS K - P	(TERMIDOR) ANNUAL TOTAL	SEMI ANNUAL X 2	\$	13,182.00				
ITEMS Q - R	TIME & MATERIAL	ANNUAL TOTAL	\$	685.00				
		TOTAL GROUP 1 (ITEMS A - R)	\$	141,115.00				



GROUP 4 - (TO BE AWARDED AS GROUP B)

Bidder to state the cost per 1000 cubic feet (drywood) for items 1 through 12, for the elimination of the following types of termite infestations as per attached Bid Specifications.

DRYWOOD TERMITES (CUMULATIVE TOTAL PER SITE, INCLUDING PORTABLE CLASSROOMS - FROM 0-99,999 CUBIC FEET)

Item #	Description	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	То	tal \$ Bid Line Item
1	TENT: Crawl Space	2,000	per 1000 cubic ft.	\$35.00	\$	70,000.00
2	TENT: Monolithic Slab	15,000	per 1000 cubic ft.	\$ 0.01	\$	150.00
				Total	\$	70,150.00

ITEMS # 2J, K, AND L. Estimated Price Per Unit of Table 1 in a Home						
em #	Description	Quantity	Unit of Measure	Measure	Total \$ Bid Line Item	
3	Provide a guard who must be present during the 24 hour treatment period - per Section 6 Bid Specifications, item # 2J.	10	Each job	\$ 0.01	\$ 0.1	
4	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 - per Section 6 Bid Specifications, item #2K.	10	Each job	\$ 0.01	\$ 0.1	
5	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 - per Section 6 Bid Specifications, item # 2L.	10	Each job	\$ 0.01	\$ 0.1	

DRY	DRYWOOD TERMITES (CUMULATIVE TOTAL PER SITE, INCLUDING PORTABLE CLASSROOMS - 100,000 CUBIC FEET AND ABOVE)						
ltem #	Item # Description Estimated Quantity Unit of Measure Measure Total \$ Bid Line Item						
6	TENT: Crawl Space	3,000	per 1000 cubic ft.	\$ 35.00	\$	105,000.00	
7	TENT: Monolithic Slab	15,000	per 1000 cubic ft.	\$ 25.50	\$	382,500.00	
8	Nylofume Bags - Used to store food during drywood fumigation/cs (Indicate number per case)	27	cases	\$ 0.01	\$	0.27	
9	Crane and operator	50	hours	\$ 110.00	\$	5,500.00	
				Total	\$	493,000.27	



tem #	Description	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$ Bid Line Item
10	Provide a guard who must be present during the 24 hour treatment period - per Section 6 Bid Specifications, item # 2J.	10	Each job	\$ 0.01	\$ 0.1
11	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 - per Section 6 Bid Specifications, item #2K.	10	Each job	\$ 0.01	\$ 0.1
12	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 - per Section 6 Bid			\$ 0.01	s 0.1

TOTAL GROUP 4 (ITEMS 1 - 12) \$ 563,150.87

GROUP 5 - (TO BE AWARDED AS GROUP B)

Bidder to state the cost per linear foot (subterranean) for items 1 through 6 for the elimination of the following types of termite infestations as per attached Bid Specifications.

SUBTERRANEAN TERMITES, TO INCLUDE FORMOSAN AND OTHER VARIETIES							
Item #		Description	Estimated Quantity	Unit of Measure	Price Per Unit o Measure	f To	tal \$ Bid Line Item
1	Crawl Space		5,000	linear feet	\$ 2.12	\$	10,600.00
2	Monolithic Slab		5,000	linear feet	\$ 0.01	\$	50.00
3	Floating Slab	and the second	10,000	linear feet	\$ 5.00	\$	50,000.00
					Total	\$	60,650.00

	PRETEAT (PREVENT S	UBTERRANEA	N TERMITE IN	FEST	ATION)		
Item # Description Estimated Quantity Unit of Measure Measure Total \$ Bid Line Iter							Total \$ Bid Line Item
4	Set up charge for pretreat services	10	each	\$	0.01	\$	0.10
5	Horizontal barriers (including pipes, etc.)	50,000	square feet	\$	0.01	\$	500.00
6	Vertical barriers	1,200	linear feet	\$	0.01	\$	12.00
					Total	\$	512.10

TOTAL GROUP 5 (ITEMS 1 - 6) \$ 61,162.10

ATTACHMENT A - SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) FORMS

Doc. 00467 - SDOP Guidlines

Document Link:

https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00467%20SDOP%20G uidelines.pdf

Document Preview:

ATTACHMENT A

The School Board of Broward County, Florida Economic Development & Diversity Compliance 7720 W. Oakland Park Blvd., Suite 323 Sunrise, Florida 33351 (754) 321-0505

Document 00467: Supplier Diversity Outreach Program Guidelines

General:

The Economic Development & Diversity Compliance's Supplier Diversity Outreach Program is designed to help small, minority, and women business enterprises (S/M/WBE) participate in school district procurement and contract activities. The purpose of the program is to spur economic development and support S/M/WBEs to successfully expand in the tricounty marketplace.

SEBC has adopted School Board Policy 3330 - Supplier Diversity Outreach Program. The provisions of the Policy and the Standard Operating Procedures shall apply to all competitive solicitations for construction, professional services, commodities, and other contractual services, and any resulting contract documents including change orders, and amendments.

Failure to comply with the Supplier Diversity Outreach Program requirements found in the solicitation or to submit any of the information required herein shall result in the bidder being found nonresponsive to the E/S/M/WBE Program requirements.

Information:

School Board Policy 3330 - Supplier Diversity Outreach Program (SDOP) and the SDOP Standard Operating Procedures established pursuant to that Policy serve the school district's compelling interest to remedy the various ongoing effects of marketplace discrimination against S/M/WBEs that are ready, willing, and able to sell goods and services to SBBC. The SBBC encourages each awardee to make every reasonable effort to include S/M/WBE participation on any contract award under the Solicitation.



EXHIBIT B - PEST CONTROL SERVICE CHEMICAL LIST

See Section 3, Special Condition 8D

Provide below a listing of chemicals to be used in providing Pest Control Services to SBBC. Must provide Safety Data Sheets as per Special Condition 19.

Requirement	Chemical Name	Manufacturer
Flushing Agent	CB-80/565	FMC/BASF
Residual Pesticides	Alpine WSG	BASF
Residual Pesticides	Suspend	Bayer
Residual Pesticides	Fuse	CSI-Pest
Roach Baits	Vendetta Roach Bait	MGK
Roach Baits	Nitro Roach Bait	MGK
Ant Baits	Advion Ant Bait	Syngenta
Ant Baits	Quantum Ant Bait	Bayer
Rodenticide	Final Blox	Bell
Residual Pesticide (Turf)	Bifen IT	Control Solutions
Bee Products	Tri-Die Dust	BASF

Any Additional Information:



EXHIBIT C - TERMITE EXTERMINATION CHEMICAL LIST

See Section 3, Special Condition 9D

Provide below a listing of chemicals to be used in providing Termite Extermination Services to SBBC. Must provide Safety Data Sheets as per Special Condition 19

Bidders must also submit chemical labels showing EPA registration numbers

Requirement	Chemical Name	Manufacturer		
	Vikane	Douglas Products		
	Taurus Dry	Control Products		
Drywood Termite Products	Fuse	Control Products		
Drywood Termite Products	Fuse Foam	Control Products		
	Taurus	Control Products		
	Chloropicrin	Dow		

Chemical Name	Manufacturer
Taurus	Control Products
Fuse Foam	Control Products
Taurus Dry	Control Products
	Taurus Fuse Foam

Any Additional Information:



EXHIBIT A - PEST CONTROL SERVICE EQUIPMENT LIST

See Section 3, Special Condition 8E

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

Type of Equipment	Manufacturer	Age of Equipment (Years)
B & G Sprayer	B & G	2 years old
B & G Duster	B & G	3 years old
Typhoon Backpack	Typhoon	1 years old
Actisol Machine	Actisol	3 years old
Bait Gun	B & G	2 years old
Hand Held Spreader	Keronio	3 Years old
Whitmire System III Gun	BASF	2 years old
Flash Light	Generic	1 years old
25 Gal Power Sprayer	Subaru	3 years old
Various power tools (bee work)	various	3 years old
Bee Suit	Generic	1 year old
J-9 Gun for Power Sprayer	Hudson	3 years old
Shovels, rake, broom	Generic	1 years old

Any Additional Information:

We are the current vendor for Broward County Schools. We do rotote our equipment to ensure reliability. Our power sprayer is maintained every 6 months

Form W-9	
(Rev. October 2018)	
Department of the Treasury	

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.						
	Beach Environmental Exterminating, Inc.						
	2 Business name/disregarded entity name, if different from above						
page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Examptions (codes apply only to certain entities, not individuals; see instructions on page 3):					
Print or type. Specific Instructions on	Individual/sole propriator or C Corporation I S Corporation Partnership Trust/estate single-member LLC	Exempt payee code (if any)					
Š Ę	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)						
걸릴	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check	Exemption from FATCA reporting					
Ēŝ	LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that	code (if any)					
<u>ل</u>	is disregarded from the owner should check the appropriate box for the tax classification of its owner.						
ĕ	Cther (see instructions) >	(Applies to accounts melistained outside the U.S.)					
Ő		nd address (optional)					
ŝ	6911 Garden Road						
	6 City, state, and ZIP code						
	Riviera Beach, FL 33404						
	7 List account number(s) hare (optional)						
.							
Pa		urity number					
	your me in the appropriate box. The me previded made mane shan on the it of avera						
resid	p withholding. For individuals, this is generally your social security number (SSN). However, for a Int alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other						
entiti	is, it is your employer identification number (EIN). If you do not have a number, see How to get a	┛└╍┟┙└└┼╷╵					
TIN, I		5.0. 4101 - 40					
	If the account is in more than one name, see the instructions for line 1. Also see What Name and Limployer To Give the Requester for quidelines on whose number to enter.	Identification number					
wunta	6 5	- 0 8 6 4 5 8 4					

Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends; you are and required to sign the certification, but you must provide your correct TiN. See the instructions for Part II, later.

Sign				
Sign Here		and the second se	Oll Onlow	
пеге	U.S. person ►		Dato > 01 23 24	

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), Individual taxpayer identification number (TIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (Interest earned or paid)

 Form 1099-DIV (dividends, including those from stocks or mutual funds)

 Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

- Form 1099-S (proceeds from real estate transactions)
- . Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- . Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident atlen), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TiN, you might be subject to backup withholding. See What is backup withholding, iater.

ATTACHMENT E – WORKERS' COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS' COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

Beach Environmental Exterminating Inc. (Bidder Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this Agreement.

I further certify that, if during the period covered by this affidavit the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one or more employees are employed shall provide evidence of Workers' Compensation coverage.

Signed:	he
Print/Type Name:	
Title: General Manag	er
Sworn to and subscribed before me th	is 22 day of JANNARY, 2024.
Notary Public Signed:	- Mart
Notary Public Print: DANG	+ MCLEAN
Notary Stamp Below:	
	DANA MCLEAN Notary Public - State of Florida Commission # HH 395570 My Comm. Expires May 7, 2027 Bonded through National Notary Assn.

ATTACHMENT D – DRUG FREE WORKPLACE MUST BE COMPLETED BY ALL BIDDERS

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	Jorge Avila Ge	neral Manag	ger										
			(Prir	nt individua	al's name ar	nd title)							
for	Beach Enviro	onmental Ex	terminating In).									
			(Prir	nt name of	entity subm	itting sworr	n state	ement)				
whose	e business address is	691	1 Garden Rd F	liviera Bea	ach, FL 334	04							_
and (i	f applicable) its Fede	ral Employe	Identification	Jumber (F	FIN) is	65-0864	584						
	he entity has			and the second s		Number	of	the	individual	signing	this	sworn	statement:
I certi	fy that I have establis	shed a drug-	free workplace	program a	nd have con	mplied with	the fo	llowin	g:				
1 6	Published a statemer	t notifying e	mnlovees that t	he unlawfi	ul manufact	ire distribu	ution (disper	sina nosse	ssion or u	se of a	controlle	d substance

- 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.
- 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.
- 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.
- 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. I 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	JANJAN 2024. (Signature)
/ ,	
Personally known 🗹 or Produced Identification 🗖	Notary Public State of: FLORIDA
	My commission expires: MAL 7 1 2027
DANA MCLEAN	DANA NALLEAN
Notary Public - State of Florida Commission # HH 395570	(Printed name of notary public)
My Comm. Expires May 7, 2027	V an Maller
(seal/standedub/eygh National Notary Assn.	(Notary Public Signature)



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EMAIL: PurchasingHelpDesk@BrowardSchools.com
www.BrowardSchools.com/PWS

12/19/2023

ADDENDUM NO. 1

ITB 25-003

BID NAME: Pest Control & Termite Extermination Services

TO ALL BIDDERS:

This Addendum amends the above-referenced ITB in the following particulars only:

Clarification:

1. To change the date on Page 3. Section 3. from January 08, 2023, to January 08, 2024

A Hybrid Bidder's Conference will be held on January 08, 2023, January 08, 2024, at Procurement & Warehousing Services Department, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 beginning at 9:00 am. Representatives from all interested companies are encouraged to attend.

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Required Response Form", Section 1 of ITB 25-003 Bidder certifies acceptance of this Addendum.

Sincerely,

Martine Cadesca Purchasing Agent

> This concludes Addendum No. 1 for ITB25-003 – Pest Control & Termite Extermination Services. All other terms and conditions remain the same.





1/10/2024

ADDENDUM NO. 2

ITB25-003

BID NAME: Pest Control & Termite Extermination Services

TO ALL BIDDERS:

This Addendum amends the above-referenced ITB in the following particulars only:

- 1. Attached are response(s) to the question(s) received.
- 2. Bid Summary Sheet Revision 1 has been uploaded in DemandStar. Please ensure you use this revised document in your submittal/proposal package.
- 3. As a reminder, the bid due date is January 23, 2024 at 2:00 pm (EST)

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Required Response Form", Section 1 of **ITB25-003** Bidder certifies acceptance of this Addendum.

Sincerely,

Martine Cadesca

Martine Cadesca Purchasing Agent

> This concludes Addendum No. 2 for ITB25-003 – Pest Control & Termite Extermination Services. All other terms and conditions remain the same.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA PROCUREMENT & WAREHOUSING SERVICES

QUESTIONS & ANSWERS

QUESTION #1: Please allow this email to serve as our formal written request for the previous bid tabulation and award amount associated with the above referenced services.

ANSWER TO QUESTION #1: Previous Bid #: FY20-022 Pest Control & Termite Extermination Services. Total Award Amount from July 1, 2019 through June 30, 2024 is: \$4,792,000. Total Spent-to-Date Amount: \$4,102,371.13. Please note that all information regarding the previous bid tabulation and award amount associated with the above referenced services can be found on our websites.

> QUESTION #2: Is pricing from a previous vendor who performed these services available?

ANSWER TO QUESTION #2: Please refer to the link below: https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/contract%20listings/fy2 0/FY20-022_PestControlandTermiteExterminationServices_20230313.pdf

This concludes Addendum No. 2 for ITB25-003 – Pest Control & Termite Extermination Services. All other terms and conditions remain the same.

atte



PROCUREMENT & WAREHOUSING SERVICES

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505 EMAIL: <u>PurchasingHelpDesk@BrowardSchools.com</u> <u>www.BrowardSchools.com/PWS</u>

CONTRACT AWARD DETAILS

Contract Number:	ITB25-003	(Previous Contract Number: FY20-022)
Contract Title:	Pest Control a	nd Termite Exterminating Services
Bid Type:	Invitation to Bio	d (ITB)
Commodity:	GSE (Grounds	/ Structure EXTERIOR)
Material Group:	91059	
Contract Value:	\$2,693,000	
Contract Start Date:	July 1, 2024	
Contract Expiration Date:	June 30, 2027	

Broward County School Board Point of Contact Information:

Procurement Department						
For contract, pricing, fulfillment, quality concerns or questions email:	For purchase order processing, requisition, purchase order status questions or concerns email:					
Martine Cadesca <u>Mcadesca-pmor@browardschools.com</u> 754-321-0594	Juan Perez Juan.perez@browardschools.com 754-321-0513					

End Username & Adress	Point of Contact
Physical Plant Operations Custodial-Grounds Maintenance Department 3897 N.W. 10 th Avenue Oakland Park, Fl 33309	Thomas A. lannaronne <u>thomas.iannarone@browardschools.com</u> 754-321-4343

Background:

Renewal Options:

This bid is used by The Physical Plant Operations Department (PPO) to provide routine monthly and specially requested pest control services to all locations throughout the District. PPO also uses this bid to provide termite fumigation and treatment services to protect District buildings and assets from termite damage. PPO provides management for this bid that ensures a safe and healthy environment and protects School Board buildings and assets from damage.

Awarded Vendor and Contract Pricing

Contact Information	Items Awarded
Vendor # 111356 Beach Environmental Exterminating, Inc. Mr. Jorge Avila 6911 Garden Rd Riviera Beach, FI 33404 Email: <u>david@beach-environmental.com</u> Phone: (561) 841-0077 (954) 458-0607	See Attached Recommendation Tabulation

This document is not designed to provide a detailed overview of individual contracts or considered an in depth comprehensive set of instructions. Refer to the Bid Solicitation/ Invitation to Bid for contractual terms and conditions. Additional supporting documentation will be supplied upon request.

PROCUREMENT & WAREHOUSING SERVICES

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505 EMAIL: <u>PurchasingHelpDesk@BrowardSchools.com</u> www.BrowardSchools.com/PWS

Vendor # 146675	
Tower Pest Control, Inc.	
Mr. Francisco Torre	
770 W 20 Avenue Bay 14	See Attached Recommendation Tabulation
Hialeah, FI 33016	
Email: frank@tpcmiami.com	
Phone: (305) 821-3888	

S/M/WBE Goal and Vendors:

The Small, Minority Woman Owned Business (SMWBE) Local Pricing Preference Incentive.

Certified MWBE	Certification Type	Exp Date
Tower Pest Control, Inc.	ESMWBE - HA	TBA

Contract Addendum and Contract Change Log

The primary purpose of the log is to record/track each procurement action from the date of initial award (this includes amendments, modifications, addition/deletion of award items, transfer of funds between agreements, contract modifications, contract renewals, pre-qualification and/or MWBE certification of vendors, vendor information changes, etc. This log eliminates the requirement to issue separate award sheet addendum.

The following amendments/changes have been implemented subsequent to the award of this contract.

Even t No.	Date Issued	Description	Purchasing Agent
1	04/16/2024	OO-30 - Approve the Invitation to Bid with \$2,693,000 spending authority.	Martine Cadesca

Procurement & Warehousing Services

Broward County Public Schools

AWARD RECOMMENDATION

ITB #:	ITB25-003	Tentative Board Meeting Date*: APRIL 16, 2024			
ITB Title:	Pest Control and Termite Extermination Svcs.	# Notified:	597	# Downloaded:	33
		# of Responses Rec'd:	4	# of "No Bids":	0
For:	Physical Plant Operations	ITB Opening Date :	1/23/2024		
Fund:	(School/Department) Department budget	Advertised Date:	12/18/2023		

POSTING OF AWARD RECOMMENDATION: Select One Award Recommendations will be posted in the Procurement & Warehousing Services and <u>www.Demandstar.com</u> on 2/13/2024 @ 3:00 PM and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3) (b), Florida Statutes, states that "The formal written protest shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

(*) The Cone of Silence, as stated in the RFP, is in effect until award is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

AWARD RECOMMENDATION

VENDOR(S) N	IAME
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Beach Environmental Exterminating, Inc.

Tower Pest Control, Inc.

GROUP(S) AWARDED

Group B - Primary

Group A – Primary Group B – Alternate

In order to meet the needs of the School System and in the best interstest of the School Board, the above groups are recommended to be awarded to the bidders listed.

CONTRACT PERIOD: July 1, 2024 THROUGH June 30, 2027

By:

Martine Cao

Purchasing Agent)

Date: 2/13/2024

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.



BID REJECTION SHEET

- 1. Reject Bid Group A from Beach Environmental Exterminating, Inc.
 - a. Group A, as per section 3, Special Conditions 8.E, the attachment A did not reflet the list of minimum requirement
- 2. Reject entire Bid Group A & B from Orange Pest Control & Services, Inc.
 - a. Group A, as per section 3, Special Conditions 8.E, the attachment A did not reflet the list of minimum requirement.
 - b. Group B, Bidder submitted an incomplete bid for Group B (Groups 4 & 5). No bid submitted for Groups 4 of the bid summary sheet.
- 3. Reject entire Bid Group A & B from Power Exterminators Inc..
 - a. Group A, as per section 3, Special Conditions 8.E, the attachment A did not reflet the list of minimum requirement. Bidder submitted an incomplete bid for Groups 1, 2, 3). No bid submitted for Groups 1, 2, 3 items Q, R. of the bid summary sheet.
 - b. Group B (Group 4, 5). No bid submitted for Group 4 items 12 of the bid summary sheet.

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

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

COST FOR MONTHLY CONTROL (ITEMS A-G): Bidder to state the cost per school for once- a-month service for each of the following facilities, as per bid and attachments.

Ite	n #	Description	Estimated Quantity	Unit of Measure	Beach Environme Exterminat Inc Price Unit of Mea	ing l Per	Beach Environmental Exterminating Inc Total \$ Bid Line Item	8	Orange Pest Cntrol & Services Inc Price Per Unit of Measure	C	Orange Pest ntrol & Services ic Total \$ Bid Line Item	In	Power xterminators c Price Per it of Measure	li	Power xterminators nc Total \$ lid Line Item	Tower Pest Control Inc ice Per Unit of Measure	wer Pest Control c Total \$ Bid Line Item
		te Elementary School (Average of 60,000 foot per school):	45	each	\$ 5	3.00	\$ 2,385.0	0	\$ 52.00	\$	2,340.00	\$	42.00	\$	1,890.00	\$ 49.00	\$ 2,205.00
		te Middle School (Average of 150,000 foot per school):	13	each	\$ 6	3.00	\$ 819.0	0 :	\$ 65.00	\$	845.00	\$	52.00	\$	676.00	\$ 60.00	\$ 780.00
		ete High School (Average of 200,000 foot per school):	10	each	\$ 7	4.00	\$ 740.0	0	\$ 75.00	\$	750.00	\$	62.00	\$	620.00	\$ 69.00	\$ 690.00
	D Comple	ete Technical College	1	each	\$ 7	9.00	\$ 79.0	0	\$ 80.00	\$	80.00	\$	65.00	\$	65.00	\$ 75.00	\$ 75.00
	E Comple	ete Center:	6	each	\$ 7	9.00	\$ 474.0	0	\$ 75.00	\$	450.00	\$	65.00	\$	390.00	\$ 75.00	\$ 450.00
	OTHEF F Facilitie		5	each	\$ 4	2.00	\$ 210.0	0	\$ 60.00	\$	300.00	\$	65.00	\$	325.00	\$ 70.00	\$ 350.00
	and oth G To inclusion	ent for FLEAS, ANTS, SCORPIONS rer crawling pests found on turf areas. ude treatment to areas effected with a day follow up treatment and a 30-day tee that no pests are left alive.		thousand square feet		0.01	\$ 200.0	0	\$ 0.10	\$	2,000.00	\$	0.01	\$	200.00	\$ 0.01	\$ 200.00



н	Treatment for HONEY BEE NESTS AND BEE SWARM LANDINGS on SBBC property. A one hour response time to the location is mandatory. The immediate area will be secured with caution tape and treatment will be scheduled that night when students and staff have left the campus. Several SBBC- approved Honey Bee glue traps will be placed near treatment location. Guarantee extermination and nest content removal.	5	each	\$ 165.0	00 \$	825.00	\$ 160.00	\$ 800.00 \$	125.00	\$ 625.0	00 \$	175.00 \$	875.00
1.1	Treatment for Rodent Trapping. Set up will include inspection and completion of SBBC- approved rodent report of entire facility. Specific structural and sanitation recommendations will be reported. All trap placements will be documented on graph/map of facility. All traps will be monitored daily for a minimum of one week with supporting authorized service tickets for each visit. Closing comments will be provided with inspection report after all rodents have been removed from the facility. All report results will be faxed same day as inspection to SBBC C.P.C.O.	10 C	Cost/each set up	\$ 85.0	00 \$	850.00	\$ 60.00	\$ 600.00 \$	75.00	\$ 750.0	00 \$	95.00 \$	950.00
1.2	Treatment for Rodent Trapping. Set up will include inspection and completion of SBBC- approved rodent report of entire facility. Specific structural and sanitation recommendations will be reported. All trap placements will be documented on graph/map of facility. All traps will be monitored daily for a minimum of one week with supporting authorized service tickets for each visit. Closing comments will be provided with inspection report after all rodents have been removed from the facility. All report results will be faxed same day as inspection to SBBC C.P.C.O.	10	Cost/each capture	\$ 35.0	00 \$	350.00	\$ 40.00	\$ 400.00 \$	25.00	\$ 250.0°	00 \$	25.00 \$	250.00
J	RODENT BAIT BOX, Monthly installation and monitoring.	250	box)0 \$	1,250.00		3,000.00 \$	4.25			4.95 \$	1,237.50
	J			Total A - J		8,182.00	.2.00	\$ 11,565.00	20	\$ 6,853.5		\$	8,062.50



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

Item	# Description	Estimated Quantity	Unit of Measure	Beach Environmental Exterminating Inc Price Per Unit of Measure	Exte To	Beach invironmental erminating Inc ital \$ Bid Line Item	C Serv Price	ange Pest Cntrol & vices Inc te Per Unit Measure	Orang Cntrol & Inc Tota Line	Services al \$ Bid	Pov Extermi Inc Pr Unit of M	inators ice Per	Pow Extermin Inc To Bid Line	ators tal \$	Tower Pest Control Inc Price Per Unit of Measure	Inc	er Pest Control - Total \$ Bid Line Item
к	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – ELEMENTARY SCHOOLS.	45	each	\$ 59.00	\$	2,655.00	\$	50.00	\$	2,250.00	\$	50.00	\$ 2	,250.00	\$ 45.00	\$	2,025.00
L	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – MIDDLE SCHOOLS.	13	each	\$ 74.00	\$	962.00	\$	60.00	\$	780.00	\$	65.00	s	845.00	\$ 45.00	\$	585.00
М	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – HIGH SCHOOLS.	10	each	\$ 89.00	\$	890.00	\$	70.00	\$	700.00	\$	75.00	s	750.00	\$ 45.00	\$	450.00
N	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – VOCATIONAL/ADULT CENTERS.	1	each	\$ 90.00	\$	90.00	\$	70.00	\$	70.00	\$	75.00	s	75.00	\$ 45.00	\$	45.00
0	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – SPECIAL CENTERS.	6	each	\$ 78.00	\$	468.00	\$	50.00	\$	300.00	\$	75.00	s	450.00	\$ 45.00	\$	270.00
Р	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – ADMINISTRATION FACILITIES.	5	each	\$ 42.00	\$	210.00	\$	50.00	\$	250.00	\$	75.00	\$	375.00	\$ 45.00	\$	225.00
				Total K - P	\$	5,275.00			\$	4,350.00			\$ 4	745.00		\$	3,600.00



Additional Labor and Materials for non-line items related to GROUP A.

Related work materials MAY be purchased under this contract at the discretion of the PPO Supervisor assigned on a strictly cost-plus basis. These materials purchased under this contract must be verified by the submission of an itemized list of materials proposed for purchase from the identified source, each unit price by cost, the total price and the awardee's cost-plus mark-up. Any remaining aforementioned related materials, after project completion, become the property of SBBC. The PPO Custodial/Grounds Department isunder NO OBLIGATION to purchase materials under this contract if the aforementioned materials can be purchased under other SBBC contracts.

Failure to enter a Material Mark-Up may render Group A non-responsive.

Maximum Mark-Up is ten percent (10%).

Item #	Description	Estimated Quantity			Beach Environmental Exterminating Inc Total \$ Bid Line Item		Orange Pest Cntrol & Services Inc Total \$ Bid Line Item			Tower Pest Control Inc Total \$ Bid Line Item
Q	Labor Rate - Operator	10	hour	\$ 65.00	\$ 650.00	80	800		\$ 75.00	\$ 750.00
R	Material Mark Up (Not to exceed 10%)	\$ 500.00	percent	7%	\$ 535.00	10%	\$ 550.00		10%	\$ 550.00
				Total	\$ 1,185.00		\$ 1,350.00	0		\$ 1,300.00

			ANNUAL	TOTAL		
ITEMS	DESCRIPTION		Beach Environmental Exterminating Inc - ANNUAL TOTAL	Orange Pest Control & Services Inc ANNUAL TOTAL	Power Exterminators Inc ANNUAL TOTAL	Tower Pest Control Inc ANNUAL TOTAL
ITEMS						
A - J	ANNUAL TOTAL	MONTHLY TOTALS X 12	\$ 98,184.00	\$ 138,780.00	\$ 82,242.00	\$ 96,750.00
ITEMS						
K - P	(TERMIDOR) ANNUAL TOTAL	SEMI ANNUAL X 2	\$ 10,550.00	\$ 8,700.00	\$ 9,490.00	\$ 7,200.00
ITEMS						
Q - R	TIME & MATERIAL	ANNUAL TOTAL	\$ 1,185.00	\$ 1,350.00	\$ -	\$ 1,300.00
		TOTAL GROUP 1				
		(ITEMS A - R)	\$ 109,919.00	\$ 148,830.00	\$ 91,732.00	\$ 105,250.00

GROUP 2 - CENTRAL AREA FACILITIES (TO BE AWARDED AS A GROUP)

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

COST FOR MONTHLY CONTROL (ITEMS A-G): Bidder to state the cost per school for once- a-month service for each of the following facilities, as per bid and attachments.

tem #	Description	Estimated Quantity	Unit of Measure	Beach Environmental Exterminating Inc Price Per Unit of Measure	Beach Environmental Exterminating Inc Total \$ Bid Line Item	Services Inc.	Orange Pest - Cntrol & Services Inc Total \$ Bid Line Item		Power Exterminators Inc Total \$ Bid Line Item	Tower Pest Control Inc Price Per Unit of Measure	Tower Pest Control Inc Total \$ Bid Line Item
A	Complete Elementary School (Average of 60,000 square foot per school):	41	each	\$ 53.00	\$ 2,173.00	\$ 60.00	\$ 2,460.00	\$ 50.00	\$ 2,050.00	\$ 49.00	\$ 2,009.00
	Complete Middle School (Average of 150,000 square foot per school):	12	each	\$ 63.00	\$ 756.00	\$ 70.00	\$ 840.00	\$ 50.00	\$ 600.00	\$ 60.00	\$ 720.00
	Complete High School (Average of 200,000 square foot per school):	7	each	\$ 74.00							
	Complete Center:	5	each	\$ 79.00							
Е	Complete Administrative Sites:	13	each	\$ 42.00	\$ 546.00	\$ 70.00	\$ 910.00	\$ 50.00	\$ 650.00	\$ 70.00	\$ 910.00
F	Complete SPECIAL ADMINISTRATIVE SITE: Kathleen C. Wright Administration Center, (approximately 170,000 sq. ft.) including 14 floors with two mini kitchens per floor. (600 SE 3rd Avenue, Fort Lauderdale, Florida 33301)	1	each	\$ 79.00	\$ 79.00	\$ 70.00	\$ 70.00	\$ 50.00	\$ 50.00	\$ 70.00	\$ 70.00
G	Treatment for FLEAS, ANTS, SCORPIONS and other crawling pests found on turf areas. To include treatment to areas effected with a seven day follow up treatment and a 30-day guarantee that no pests are left alive.	20,000	thousand square feet	\$ 0.01							
н	Treatment for HONEY BEE NESTS AND BEE SWARM LANDINGS on SBBC property. A one hour response time to the location is mandatory. The immediate area will be secured with caution tape and treatment will be scheduled that night when students and staff have left the campus. Several SBBC-approved Honey Bee glue traps will be placed near treatment location. Guarantee extermination and nest content removal.	5	each	\$ 165.00	\$ 825.00	\$ 160.00	\$ 800.00	\$ 125.00	\$ 625.00	\$ 175.00	\$ 875.00
1.1	Treatment for Rodent Trapping. Set up will include inspection and completion of SBBC. approved rodent report of entire facility. Specific structural and sanitation recommendations will be reported. All trap placements will be documented on graph/map of facility. All traps will be monitored daily for a minimum of one week with supporting authorized service tickets for each visit. Closing comments will be provided with inspection report after all rodents have been removed from the facility. All report results will be faxed same day as inspection to District C.P.C.O.	10	Cost/each set up	\$ 85.00	\$ 850.00	\$ 30.00	\$ 300.00	\$ 75.00	\$ 750.00	\$ 95.00	\$ 950.00

1.2	Treatment for Rodent Trapping. Set up will include inspection and completion of SBBC- approved rodent report of entire facility. Specific structural and sanitation recommendations will be reported. All trap placements will be documented on graph/map of facility. All traps will be monitored daily for a minimum of one week with supporting authorized service tickets for each visit. Closing comments will be provided with inspection report after all rodents have been removed from the facility. All report results will be faxed same day as inspection to District C.P.C.O.	10	Cost/each capture									
	RODENT DAIT DOV Marginia francisco			\$ 35.00	\$ 350.00	\$ 75.)0	\$ 750.00	\$ 25.00	\$ 250.00	\$ 25.00	\$ 250.00
J	RODENT BAIT BOX, Monthly installation and monitoring.	250	box	\$ 5.00	\$ 1,250.00	\$ 12.	00	\$ 3,000.00	\$ 4.25	\$ 1,062.50	\$ 4.95	\$
				Total A - J	\$ 7,942.00			\$ 11,970.00		\$ 6,837.50		\$ 8,079.50

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

Item #	Description	Estimated Quantity	Unit of Measure	Beach Environmental Exterminating Inc Price Per Unit of Measure	Beach Environmental Exterminating Inc Total \$ Bid Line Item	Orange Pest Cntrol & Services Inc. Price Per Unit of Measure		Power Exterminators Inc Price Per Unit of Measure	Power Exterminators Inc Total \$ Bid Line Item	Tower Pest Control Inc Price Per Unit of Measure	Tower Pest Control Inc Total \$ Bid Line Item
к	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – ELEMENTARY SCHOOLS.	41	each	\$ 59.00	\$ 2,419.00	\$ 30.00	\$ 1,230.00	\$ 65.00	\$ 2,665.00	\$ 45.00	\$ 1,845.00
L	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – MIDDLE SCHOOLS.	12	each	\$ 74.00	\$ 888.00	\$ 30.00	\$ 360.00	\$ 65.00	\$ 780.00	\$ 45.00	\$ 540.00
м	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – HIGH SCHOOLS.	7	each	\$ 89.00	\$ 623.00	\$ 30.00	\$ 210.00	\$ 65.00	\$ 455.00	\$ 45.00	\$ 315.00
N	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – CENTERS.	5	each	\$ 78.00	\$ 390.00	\$ 40.00	\$ 200.00	\$ 65.00	\$ 325.00	\$ 45.00	\$ 225.00
0	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – ADMINISTRATION FACILITIES.	13	each	\$ 42.00	\$ 546.00	\$ 40.00	\$ 520.00	\$ 65.00	\$ 845.00	\$ 45.00	\$ 585.00
р	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – SPECIAL ADMINISTRATION FACILITIES.	1	each	\$ 78.00	\$ 78.00	\$ 40.00	\$ 40.00	\$ 65.00	\$ 65.00	\$ 45.00	\$ 45.00
				Total K - P	\$ 4,944.00		\$ 2,560.00		\$ 5,135.00		\$ 3,555.00

Additional Labor and Materials for non-line items related to GROUP A.

Related work materials MAY be purchased under this contract at the discretion of the PPO Supervisor assigned on a strictly cost-plus basis. These materials purchased under this contract must be verified by the submission of an itemized list of materials proposed for purchase from the identified source, each unit price by cost, the total price and the awardee's cost-plus mark-up. Any remaining aforementioned related materials, after project completion, become the property of SBBC. The PPO Custodial/Grounds Department isunder NO OBLIGATION to purchase materials under this contract if the aforementioned materials can be purchased under other SBBC contracts. Failure to enter a Material Mark-Up may render Group A non-responsive.

Maximum Mark-Up is ten percent (10%).

Item #	Description	timated uantity	Unit of Measure	Exterminating	E) Tot	each Environmental xterminating Inc tal \$ Bid Line Item	Services Inc	Orange Pest Cntrol & Services Inc Total \$ Bid Line Item	Power Exterminators Inc Total \$ Bid Line Item	Tower Pest Contro Inc Price Per Unit of Measure	Tower F	Pest Control Inc \$ Bid Line Item
Q	Labor Rate - Operator	10	hour	\$ 65.0) \$	650.00	80	800		\$ 75.00	\$	750.00
R	Material Mark Up (Not to exceed 10%)	\$ 500.00	percent	7	6\$	35.00	10%	550		10%	6\$	550.00
				Tota	I\$	685.00		\$ 1,350	0		\$	1,300.00

			ANNU	AL TOTAL		
			Beach Environmental Exterminating Inc -	Orange Pest Control & Services	Power Exterminators Inc ANNUAL	
ITEMS	DESCRIPTION		ANNUAL TOTAL	Inc ANNUAL TOTAL	TOTAL	Tower Pest Control Inc ANNUAL TOTAL
ITEMS						
A - J	ANNUAL TOTAL	MONTHLY TOTALS X 12	\$ 95,304.00	\$ 143,640.00	\$ 82,050.00	\$ 96,954.00
ITEMS						
K - P	(TERMIDOR) ANNUAL TOTAL	SEMI ANNUAL X 2	\$ 9,888.00	\$ 5,120.00	\$ 5,120.00	\$ 7,110.00
ITEMS						
Q - R	TIME & MATERIAL	ANNUAL TOTAL	\$ 685.00	\$ 1,350.00	\$ -	\$ 1,300.00



TOTAL GROUP 1 (ITEMS				
A - R)	\$ 105,877.00	\$ 150,110.00	\$ 87,170.00	\$ 105,364.00



GROUP 3 - SOUTH AREA FACILITIES (TO BE AWARDED AS A GROUP)

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

Item #	Description	Estimated Quantity	Unit of Measure	Beach Environmen Exterminati Inc Price F Unit of Meas	ng Per	Beach Environmental Exterminating Inc Total \$ Bid Line Item			Orange Pest Cntrol & Services Inc otal \$ Bid Line Item	Power Exterminators Inc Price Per Unit of Measure	Power Exterminators Inc Total \$ Bid Line Item	Tower Pes Control Inc Price Per U of Measur	nit C	Tower Pest ontrol Inc Total \$ Bid Line Item
A	Complete Elementary School (Average of 60,000 square foot per school):	55	each	\$ 55	3.00	\$ 2,915.00	\$ 60.00	\$	3,300.00	\$ 40.00	\$ 2,200.00	\$ 49.	00\$	2,695.00
в	Complete Middle School (Average of 150,000 square foot per school):	17	each	\$ 63	3.00	\$ 1,071.00	\$ 70.00	\$	1,190.00	\$ 50.00	\$ 850.00	\$ 60.	00\$	1,020.00
с	Complete High School (Average of 200,000 square foot per school):	12	each	\$ 74	4.00	\$ 888.00	\$ 70.00	\$	840.00	\$ 50.00	\$ 600.00	\$ 69.	0 \$	828.00
D	Complete Technical College: Complete Center:	2	each each		9.00 9.00								00 \$ 00 \$	
F	Complete Administrative Sites:	7	each		2.00)0 \$)0 \$	
G	Treatment for FLEAS, ANTS, SCORPIONS and other crawling pests found on turf areas. To include treatment to areas effected with a seven day follow up treatment and a 30-day guarantee that no pests are left alive.	20,000	usand square f		0.01	\$ 200.00	\$ 0.10	s	2,000.00	\$ 0.01	\$ 200.00	\$ 0.1	01 \$	200.00
н	Treatment for HONEY BEE NESTS AND BEE SWARM LANDINGS on SBBC property. A one hour response time to the location is mandatory. The immediate area will be secured with caution tape and treatment will be scheduled that night when students and staff have left the campus. Several SBBC-approved Honey Bee glue traps will be placed near treatment location. Guarantee extermination and nest content removal.	5	each		5.00								00 \$	
1.1	Treatment for Rodent Trapping. Set up will include inspection and completion of SBBC- approved rodent report of entire facility. Specific structural and sanitation recommendations will be reported. All trap placements will be documented on graph/map of facility. All traps will be monitored daily for a minimum of one week with supporting authorized service tickets for each visit. Closing comments will be provided with inspection report after all rodents have been removed from the facility. All report results will be faxed same day as inspection to SBBC C.P.C.O.	10 :	Cost/each set u		5.00	\$ 850.00	\$ 30.00	\$	300.00	\$ 75.00	\$ 750.00	\$ 95	00 \$	950.00
1.2	Treatment for Rodent Trapping. Set up will include inspection and completion of SBBC- approved rodent report of entire facility. Specific structural and sanitation recommendations will be reported. All trap placements will be documented on graph/map of facility. All traps swill be monitored daily for a minimum of one week with supporting authorized service tickets for each visit. Closing comments will be provided with inspection report after all rodents have been removed from the facility. All report results will be faced same day as inspection to SBBC C.P.C.O.	10	Cost/each capture		5.00								<u>10 \$</u>	



J RODENT BAIT BOX, Monthly installation and monitoring.	500	box	\$	5.00	\$ 2,500.00 \$	6.00	\$ 3,000.00 \$	4.25 \$	2,125.00 \$	4.95 \$	2,475.00
			Te	otal A - J	\$ 10,604.00		\$ 12,950.00	\$	8,400.00	\$	10,458.00

	the Awa	rdee(s) and	establish	when these se	ervio	ces are needed. (Quai	ntities in	aic	cated are app	proximate r	non	thly totals.			
ltem #	Description	Estimated Quantity	Unit of Measure	Beach Environmental Exterminating Inc Price Per Unit of Measure	l T	Beach Environmental Exterminating Inc 'otal \$ Bid Line Item	C Serv Price		Se	ervices Inc	Power Exterminators Inc Price Per Unit of Measure		Power Exterminators c Total \$ Bid Line Item	Co Prie	ower Pest ntrol Inc ce Per Unit f Measure	Tower Pest Control Inc Total \$ Bid Line Item
к	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – ELEMENTARY SCHOOLS.	55	each	\$ 59.00	0\$	3.245.00	s	50.00	s	2,750.00	\$ 65.00	s	3,575.00	s	45.00	\$ 2,475.00
L	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – MIDDLE SCHOOLS.	17	each	\$ 74.00				70.00		1,190.00			1,105.00		45.00	
М	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – HIGH SCHOOLS.	12	each	\$ 89.00	0 \$	1.068.00	\$	70.00	\$	840.00	\$ 65.00	S	780.00	\$	45.00	\$ 540.00
N	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – TECHNICAL COLLEGES.	2	each	\$ 90.00	0 \$	180.00	\$	70.00	\$	140.00	\$ 65.00	s	130.00	\$	45.00	\$ 90.00
0	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – CENTERS.	7	each	\$ 78.00	0 \$	546.00	s	70.00	s	490.00	\$ 65.00	s	455.00	\$	45.00	\$ 315.00
Ρ	PERIMETER TREATMENT WITH TERMIDOR INSECTICIDE – ADMINISTRATION FACILITIES.	7	each	\$ 42.00				70.00	-	490.00		-	455.00		45.00	
	ADMINION AND A TANENED.		each	5 42.00	د ب \$	6.591.00	φ	70.00	ې \$	490.00 5.900.00	φ 00.00	ې \$	455.00 6.500.00	à	40.00	\$ 315.00 \$ 4.500.00

Additional Labor and Materials for non-line items related to GROUP A.

Related work materials MAY be purchased under this contract at the discretion of the PPO Supervisor assigned on a strictly cost-plus basis. These materials purchased under this contract must be verified by the submission of an itemized list of materials proposed for purchase from the identified source, each unit price by cost, the total price and the awardee's cost-plus mark-up. Any remaining aforementioned related materials, after project completion, become the property of SBBC. The PPO Custodial/Grounds Department isunder NO OBLIGATION to purchase materials under this contract if the aforementioned materials can be purchased under other SBBC

contracts. Failure to enter a Material Mark-Up may render Group A non-responsive.

Maximum ent (10%).

Mark-U	p is t	ten	perce
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Item #	Description	timated Jantity	Unit of Measure	Beach Environmenta Exterminating Inc Price Per Unit of Measur	r 1	Beach Environmental Exterminating Inc Total \$ Bid Line Item	Cntr Servic Price F		S	ervices Inc	Power Exterminators Inc Total \$ Bid Line Item	Con Price	wer Pest itrol Inc e Per Unit Measure	Contr	ower Pest ol Inc Total id Line Item
Q	Labor Rate - Operator	10	hour	\$ 65.0	0 \$	\$ 650.00	\$	80.00	\$	800.00		\$	75.00	\$	750.00
R	Material Mark Up (Not to exceed 10%)	\$ 500.00	percent	7	%\$	\$ 35.00		10%	\$	550.00			10%	\$	550.00
				Tota	al \$	\$ 685.00			\$	1,350.00	0			\$	1,300.00

			ANNUAL TOTA	L		
			Beach Environmental Exterminating Inc -	Orange Pest Control & Services	Power Exterminators Inc	Tower Pest Control Inc ANNUAL
ITEMS	DESCRIPTION		ANNUAL TOTAL	Inc ANNUAL TOTAL	ANNUAL TOTAL	TOTAL
ITEMS						
A - J	ANNUAL TOTAL	MONTHLY TOTALS X 12	\$ 127,248.00	\$ 155,400.00	\$ 100,800.00	\$ 125,496.00
ITEMS						
K - P	(TERMIDOR) ANNUAL TOTAL	SEMI ANNUAL X 2	\$ 13,182.00	\$ 11,800.00	\$ 13,000.00	\$ 9,000.00
ITEMS						
Q - R	TIME & MATERIAL	ANNUAL TOTAL	\$ 685.00	\$ 1,350.00	\$ -	\$ 1,300.00
		TOTAL GROUP 1 (ITEMS A -				
		R)	\$ 141,115.00	\$ 168,550.00	\$ 113,800.00	\$ 135,796.00



GROUP 4 - (TO BE AWARDED AS GROUP B)

Bidder to state the cost per 1000 cubic feet (drywood) for items 1 through 12, for the elimination of the following types of termite infestations as per attached Bid Specifications.

	DRYW		S (CUMUI	ATIVE TOTAL	PER SITE, INCLUDI	NG PORTA	BLE CLASSROO	MS -	FROM	I 0-99,999 CUBIC	FEET)	
Item #	Description	Estimated Quantity	Unit of Measure	Beach Environmental Exterminating Inc Price Per Unit of Measure	Beach Environmental Exterminating Inc Total \$ Bid Line Item		Orange Pest Cntrol & Services Inc Total \$ Bid Line Item	Exter rs Pric Un	ower minato Inc e Per it of asure	Power Exterminators Inc Total \$ Bid Line Item	Tower Pest Control Inc Price Per Unit of Measure	Tower Pest Control Inc Total \$ Bid Line Item
			per 1000								'	
1	TENT: Crawl Space	2,000	cubic ft.	\$35.00	\$ 70,000.00	No Bid		\$	30.00	\$ 60,000.00	\$ 150.00	\$ 300,000.00
			per 1000									
2	TENT: Monolithic Slab	15,000	cubic ft.	\$ 0.01	\$ 150.00	No Bid		\$	0.01	\$ 150.00	\$ 100.00	\$ 1,500,000.00
				Total	\$ 70,150.00	-	_			\$ 60,150.00		\$ 1,800,000.00

ltem #	Description	Estimated Quantity	Unit of Measure	Beach Environmental Exterminating Inc Price Per Unit of Measure	Beach Environmental Exterminating Inc Total \$ Bid Line Item	Orange Pest Cntrol & Services Inc Price Per Unit of Measure	Orange Pest Cntrol & Services Inc Total \$ Bid Line Item	Powe Extermin rs Inc. Price P Unit c Measu	nato E Per of	Power Exterminators Inc Total \$ Bid Line Item	Tower Pest Control Inc Price Per Unit of Measure	Tower Pest Control Inc Total \$ Bid Line Item
3	Provide a guard who must be present during the 24 hour treatment period - per Section 6 Bid Specifications, item # 2J.	10	Each job	\$ 0.01	\$ 0.10	No Bid		\$ (0.01 \$	6 0.10	\$ 960.00	\$ 9,600.00
4	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 - per Section 6 Bid Specifications, item #2K.	10	Each job	\$ 0.01	\$ 0.10	No Bid		\$ (0.01 \$	S 0.10	\$ 100.00	\$ 1,000.00
5	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 - per Section 6 Bid Specifications, item # 2L.	10							D.01 \$			
-		10	Lacinjob	Total				Ψ	چ ۲.01 ¢ \$		φ 300.00	\$ 15.60

	DRYWOOD T	FERMITES (CUMULA [.]	TIVE TOTAL	PEF	R SITE, INCLUDING	PORTABL	E CLASSROOMS	S - '	100,000	CUE	BIC FEET AND) ABC	OVE)	
Item #	Description	Estimated Quantity	Unit of Measure	Beach Environmen Exterminatin Inc Price P Unit of Meast	ig er	Beach Environmental Exterminating Inc Total \$ Bid Line Item	Orange Pest Cntrol & Services Inc Price Per Unit of Measure	Orange Pest Cntrol & Services Inc Total \$ Bid Line Item	P	Power terminato rs Inc Price Per Unit of Measure		Power terminators Inc otal \$ Bid Line Item	Cont Price	ver Pest rol Inc Per Unit leasure	Tower Pest Control Inc Total \$ Bid Line Item
6	TENT: Crawl Space	3,000	per 1000 cubic ft.	\$ 35	.00	\$ 105,000.00	No Bid		\$	30.00	\$	90,000.00	\$	150.00	\$ 450,000.00
7	TENT: Monolithic Slab	15,000	per 1000 cubic ft.	\$ 25	.50 \$	\$ 382,500.00	No Bid		\$	20.00	\$	300,000.00	\$	100.00	\$ 1,500,000.00
8	Nylofume Bags - Used to store food during drywood fumigation/cs (Indicate number per case)	27	cases	¢ 0	.01 5	\$ 0.27	No Bid		¢	0.01	0	0.27	¢	150.00	\$ 4.050.00
0	Crane and operator								¢						1
9		50	hours	1. A	.00		No Bid		\$	105.00	\$	5,250.00	þ	425.00	
				To	tal s	\$ 493,000.27					\$	395,250.27			\$ 1,975,300.00

OPTIONAL SERVICES FOR MONITORED DRYWOOD FUMIGATION - PER SECTION 6 BID SPECIFICATIONS, ITEMS # 2J, K, AND L.



item #	Description	Estimated Quantity	Unit of Measure	Beach Environmental Exterminating Inc Price Per Unit of Measure	Ex Tota	ach Environmental tterminating Inc al \$ Bid Line Item	Orange Pest Cntrol & Services Inc Price Per Unit of Measure	Orange Pest Cntrol & Services Inc Total \$ Bid Line Item	Power Exterminato rs Inc Price Per Unit of Measure	Power Exterminators Inc Total \$ Bid Line Item	Con Pric	wer Pest itrol Inc e Per Unit Measure	Inc	ver Pest Control 2 Total \$ Bid Line Item
10	Provide a guard who must be present during the 24 hour treatment period - per Section 6 Bid Specifications, item # 2J.	10	Each job	\$ 0.01	\$	0.10	No Bid		0.01	0.1	\$	960.00	\$	9,600.00
11	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 - per Section 6 di Specifications, item #2K.	10	Each job	\$ 0.01	s	0.10	No Bid		0.01	0.1	\$	100.00	\$	1,000.00
12	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 - per Section 6 Bid Specifications, item # 2L.	10	Each job	\$ 0.01		0.10	No Bid		No Bid	#VALUE!	\$	500.00		5,000.00
				Total	\$	0.30				#VALUE!			\$	15,600.00
		TOTAL	GROUP 4	(ITEMS 1 - 12)	\$	563,150.87			\$-	#VALUE!	\$	-	\$	3,806,500.00

GROUP 5 - (TO BE AWARDED AS GROUP B)

Bidder to state the cost per linear foot (subterranean) for items 1 through 6 for the elimination of the following types of termite infestations as per attached Bid Specifications.

			SUBTE	RRANEAN TE	RMIT	TES, TO INCLU	DE FORM	OSA	N AND OTHER	VARIE	TIES	6			
Item #	Description	Estimated Quantity	Unit of Measure	Exterminating	Exte Total	ch Environmental erminating Inc I \$ Bid Line Item	Services Inc	_ C it	Orange Pest Entrol & Services nc Total \$ Bid Line Item	Powe Extermin s Inc P Per Uni Measu	ator rice t of	Power Exterminators Inc. Total \$ Bid Line Item		Inc	r Pest Control Total \$ Bid .ine Item
1	Crawl Space	5,000	linear feet	\$ 2.12	\$	10,600.00	\$ 2.0) \$	10,000.00	\$	1.95	\$ 9,750.00	\$ 5.00	\$	25,000.00
2	Monolithic Slab	5,000	linear feet	\$ 0.01	\$	50.00	\$ 2.0) \$	10,000.00	\$	0.01	\$ 50.00	\$ 3.00	\$	15,000.00
3	Floating Slab	10,000	linear feet	\$ 5.00	\$	50,000.00	\$ 4.0) \$	40,000.00	\$	3.75	\$ 37,500.00	\$ 4.50	\$	45,000.00
				Total	\$	60,650.00		\$	60,000.00			\$ 47,300.00		\$	85,000.00

				PRETEAT (P	REVENT	SUBTERF		TER	RMIT	E INFESTATI	ON)					
ltem #	Description Estimated Unit of Exterminating Quantity Measure Inc Price Pe Unit of Measur Set up charge for pretreat		Beach Environmental Exterminating Inc Price Per Unit of Measure	Beach Env Extermina Total \$ Bio	ating Inc	Orange I Cntrol Services Price Per of Meas	& Inc Unit	Cnt	Drange Pest rol & Services - Total \$ Bid Line Item	Power Exterminato s Inc Price Per Unit of Measure	e EX	Power cterminators Inc. ^c otal \$ Bid Line Item		 nit	Tower Pest Control Inc Total \$ Bid Line Item	
4	Set up charge for pretreat services	10	each	\$ 0.01	\$	0.10	\$	0.10	\$	1.00	\$ 0.1	0\$	1.00	\$ 50.0)0 \$	\$ 500.00
5	Horizontal barriers (including pipes, etc.)	50,000	square feet	\$ 0.01	\$	500.00	\$	0.01	\$	500.00	\$ 0.0	5\$	2,500.00	\$ 0.2	25 \$	12,500.00
6	Vertical barriers	1,200	linear feet	\$ 0.01	\$	12.00	\$	0.10	\$	120.00	\$ 0.1	0\$	120.00	\$ 3.0	00 \$	\$ 3,600.00
				Total	\$	512.10			\$	621.00		\$	2,621.00		\$	6 16,600.00
		ΤΟΤΑ	L GROUP 5	5 (ITEMS 1 - 6)	\$ 63	1,162.10	\$	-	\$	60,621.00	\$-	Ş	49,921.00	\$-	:	\$ 101,600.00

SUMMARY - ITB25-003							
Group A (Group 1 + Group 2 + Group 3)		Group 1		Group 2		Group 3	TOTAL
Beach Environmental Exterminating Inc.	\$	109,919.00	\$	105,877.00	\$	141,115.00	\$ 356,911.00
Orange Pest Control & Services Inc.	\$	148,830.00	\$	150,110.00	\$	168,550.00	\$ 467,490.00
Power Exterminators Inc.	Inc	omplete	Inc	omplete	Ind	complete	
Tower Pest Control Inc.	\$	105,250.00	\$	105,364.00	\$	135,796.00	\$ 346,410.00
Group B (Group 4 + Group 5)		Group 4		Group 5		TOTAL	
Beach Environmental Exterminating Inc.	\$	563,150.87	\$	61,162.10	\$	624,312.97	
Orange Pest Control & Services Inc.	No	Bid	\$	60,621.00			
Power Exterminators Inc.	Inc	complete	\$	49,921.00			
Tower Pest Control Inc.	\$	3,806,500.00	\$	101,600.00	\$	3,908,100.00	

LEGEND
Primary
1st Alternate
2nd Alternate
3rd Alternate
Rejected



PROCUREMENT & WAREHOUSING SERVICES MARY CATHERINE COKER, DIRECTOR www.BrowardSchools.com

12/18/2023

Dear Prospective Bidders,

SUBJECT:

Instructions to Bidders Invitation to Bid: ITB25-003 – Pest Control & Termite Extermination Services

Sarah Leonardi Nora Rupert Dr. Allen Zeman

The School Board of Broward County, Florida

Lori Alhadeff, Chair Debra Hixon, Vice Chair

> Torey Alston Brenda Fam, Esq. Daniel P. Foganholi

Dr. Jeff Holness

Dr. Peter B. Licata Superintendent of Schools

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 via e-mail to <u>mcadesca-</u> <u>pmor@browardschools.com</u>. Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 59) shall take effect. Any bidder, or lobbyist for a bidder, <u>is prohibited from having any communications concerning any solicitation for a</u> <u>competitive procurement with any School Board member, the Superintendent, or any other School District employee</u> after Procurement & Warehousing Services releases a solicitation to the General Public. All communications <u>must</u> go through the Purchasing Agent. 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 ensure 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:

• SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE (S/M/WBE) CERTIFICATION/PARTICIPATION (See Attachment A)

SBBC has implemented a Small/Minority/Women Business Enterprise (S/M/WBE) Program 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 agreements. <u>S/M/WBE vendors utilized for this Agreement must be certified by SBBC's Supplier Diversity Outreach Program Office prior to the submission of the bid proposal.</u> 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 online or in-person **on 1/8/2024**, beginning **at 9:00 am** Eastern Time (ET), in the Technology and Support Services Center, Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Representatives from all interested companies are encouraged to attend.

SUBMITTAL REQUIREMENTS

Submittal Requirements in Section 1 is a listing of 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 should be completed in electronically (Excel, if applicable). The Bidder Acknowledgement Section must 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

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 & 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 9, Statement of "No Bid" and return via facsimile to 754-321-0533 or scan and send via e-mail to <u>mcadesca-pmor@browardschools.com</u>. Your response to the Statement of "No" Bid is very important to Procurement & 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.

Martine Cadesca Purchasing Agent III



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	The School Board of Broward County, Florida PROCUREMENT & WAREHOUSING SERVICES 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 754-321-0505			CES	INV	ITATION TO BID	
DUE DATE: Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services: 1/23/2024			TB NO.: RELEA TB25-003 12/18			PURCHASING AGENT: Martine Cadesca 754-321-0594	
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 and/or emailed bids are not allowed and will not be considered for award.			BID TITLE: PEST CONTROL & TERMITE EXTERMINATION SERVICES				
	SECTION 1 – E				EMENT		
	CONDITION 1, THIS SECTION MUST BE		IN ITS ENTIF	ETY INCLUDIN		ATURE OF AN AUTHORIZED REPRESENTATIVE LL RESULT IN BID BEING CONSIDERED NON-	
Bidder's Name (Company):			"REMIT T address of	O" ADDRES	S FOR PAY ated on the I	MENT: If payment(s) is/are to be mailed to eft, please complete the section below.	
"Doing Business As" (d/b/a)	, if applicable:		Check	this box if the	address is th	ne same as stated on the left.	
Address:			Address:				
City:			City:				
State:	;	Zip:	State:			Zip:	
Federal Tax Identification Number:			Telephone Number:				
E-mail Address to Send Purch	ase Orders:						
authorized by Bidder to do so. Bidder a contents of all pages in this Invitation Addenda released hereto; Bidder agre conditions contained in the ITB, and a are requirements of this ITB and failur Bidder has not divulged, discussed, or	he following information as my firm's (Bidde agrees to complete and unconditional accr To Bid (ITB), and all appendices and the co areas to be bound to any and all specificatior any released Addenda and understand that e to comply will result in disqualification of 1 compared the bid with other Bidders and ha	eptance of the ontents of any ns, terms, and t the following bid submitted; s not colluded				ntative (Manual) ive (Typed or Printed)	
offered campaign contributions to Scho Members for campaigns of other can Bidder is attempting to sell goods or s	other bid; Bidder, its principals, or their lob bol Board Members or offer contributions to didates for political office during the period services to the School Board. This period	School Board d in which the of limitation of	Title				
any solicitation for a competitive procu II, Section GG as well as School Bo Fundraising. Bidder acknowledges th record as defined by the State of Flo data, and information contained in this		icy 3320, Part Contribution of the public	Email of	Authorized I	Representat	ive	
l agree that this bid cannot be with	ndrawn within 90 days from date due. SUBI	MITTAL RE		ENTS			
In order to assure that you	Ir bid is in compliance with bid require		-		ndicated by	the 🖾 below have been submitted.	
Bidder Acknowledgement Section 1	Conflict of Interest Form Section 8, Attachment B			ate of Debarmo Attachment C	ent	⊠ Bidder/Proposer Assurance Statement Doc.00471	
☑ Bidder's Qualification Special Condition 8 & 9	⊠ Bid Summary Sheet			BE Participatio Attachment A	n Schedule	☑ Pest Control/Termite extermination Chemical Lists. Special Condition 8 & 9 and Exhibit B&C. Bid Specs 4A & 4B	
☑ Pest Control Service Equipment List, Exhibit A	Safety Data Sheets Special Condition 19		⊠ W-9 Fo Special Co	rm, Section 3, ndition 24		Descriptive Literature Special Condition	

id 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
Broward County Public Schools Is An Equal Opportunity/Equal Access Employer
Page 1

SECTION 2 – CALENDAR

Monday, December 18, 2023	Release of ITB25-003
Monday, January 8, 2024	Non-Mandatory Hybrid Bidder's Conference (See Special Condition 3) Procurement & Warehousing Services Department. Proposal opening will be at: 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704
	Join on your computer, mobile app or room device. Meeting ID: 256 567 359 023 Passcode: rTBQit
	Or call in (audio only) +1 754-216-1864,,358190059# United States, Fort Lauderdale Phone Conference ID: 358 190 059#
Friday, January 12, 2024	Vendor written questions (See Special Condition 2) due on or before 5:00 p.m. ET via email to: mcadesca-pmor@browardschools.com
Tuesday, January 23, 2024*	*Bids due on or before 2:00 p.m. ET Bid opening will be at: Technical Support Services Center (TSSC) Procurement & Warehousing Services Department (Floor 3) 7720 West Oakland Park Blvd. Sunrise, Florida 33351-6704
Tuesday, January 30, 2024	Posting of Recommendation @ 3:00 PM on Demandstar.com and Procurement & Warehousing Services Department.

NOTE: If you plan to attend the public meeting or hand-deliver your bid, please arrive early enough to find a parking spot, hike to the building, sign in at the Security Desk (remember to bring your photo ID!) and get to the appropriate floor.

* These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director of EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

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.

SECTION 3 – SPECIAL CONDITIONS

1. INTRODUCTION: 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. 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 a. services. 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 <u>original</u>, signed, clearly marked, and complete bid hard-copy must be submitted in a sealed package by the bid due date. Failure to comply with the original hard-copy requirements may result in disqualification.

One IDENTICAL electronic version of the original hard copy of the bid, on a flash drive, should also be delivered with the proposal to support the bid analysis. The electronic files should be in PDF format except for the Bid Summary Spreadsheet (when applicable), which should be both in the PDF and MS Excel (.xls) formats. If there is a discrepancy between the original hard-copy and the electronic copy, the original hard copy shall govern.

- 2. QUESTIONS FROM BIDDERS: Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Martine Cadesca, Purchasing Agent in Procurement & Warehousing Services, via email to mcadesca-pmor@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 the Purchasing Agent, 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.
- 3. <u>NON-MANDATORY BIDDER'S CONFERENCE</u>: A Hybrid Bidders' Conference will be held on January 08, 2023, at Procurement & Warehousing Services Department, 770 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 beginning at 9:00 am. Representatives from all interested companies are encouraged to attend.

The purpose of the Bidder's Conference is to allow prospective Bidders to bring forth questions they may have, to allow prospective Bidders to be aware of questions other Bidders may have, and to stimulate discussions that will generate questions in an effort to assist prospective Bidders in preparing the best and most comprehensive bid for submission to SBBC, Questions submitted shall be answered to all Bidders via Addenda. All questions shall be submitted in accordance with Section 2 of this ITB. Questions from Bidders. Any information verbally given, by any party, at the Bidder's Conference shall not be binding on SBBC. Only the information provided in the ITB or via Addenda shall be considered by Bidders.

In addition, a representative from the SBBC Supplier Diversity & Outreach Program may be present to address questions regarding S/M/WBE participation.

Microsoft Teams Meeting Join on your computer, mobile app or room device <u>Click here to join the meeting</u> Meeting ID: 256 567 359 023 Passcode: rTBQit <u>Download Teams</u> | Join on the web <u>Or call in (audio only)</u> +1 754-216-1864,,358190059# United States, Fort Lauderdale Phone Conference ID: 358 190 059#

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- 3. **TERM:** The award of this bid shall establish a three (3) year Agreement beginning on 7/1/2024 or upon approval by the Board, whichever is later. Bids shall not be considered for a shorter period of time. If only one bid is received, the term of the Agreement may be reduced to one year.
- 4. RENEWAL/EXTENSION: The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC and Awardee may, by mutual agreement, when exercising the option terms provided herein, extend the Agreement for a term period less than the full one (1) year option term. Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, before the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board.

When a subsequent award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The School Board reserves the right to extend any agreement awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by The School Board.

5. AWARD: In order to meet the needs of SBBC, <u>GROUP A</u>, which includes Group 1 (North Area Facilities), Group 2 (Central Area Facilities), and Group 3 (South Area Facilities) of the Bid Summary Sheet; and <u>GROUP B</u>, which includes Group 4 (Drywood & Termites) and Group 5 (Subterranean Termites) of the Bid Summary Sheet, 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 Agreement, have its Agreement canceled, be subject to the payment of liquidated damages, and be removed from the bid list and become ineligible to do business with SBBC for two (2) years, as described in General Conditions 21 and 58 and Part II, Section DD of School Board Policy 3320.

6. USE OF BID: When orders are for products not listed on the Bid Summary sheet and exceed \$5,000, SBBC departments or schools ("end-user") will request a quote from three (3) Awardees (2 of the 3 Awardees must be certified S/M/WBE vendors*). Awardees will provide quotation within three (3) business days of request. End-user will submit a completed Vendor Selection Form with their requisition in SAP (SBBC's ERP system) to generate a PO to the selected Awardee(s).

*Unless no certified S/M/WBE vendors are Awardees. If certified S/M/WBE vendor does not provide quote within 3 business days, end-user will submit documentation of the attempt (email etc) with the Vendor Selection Form/quotes and contact a non-certified Awardee for a quote.

- 7. CALCULATING TOTAL PRICING OF WORK: For Group 4 (Drywood Termites) on the Bid Summary Sheet, Bidders shall calculate the cumulative sum 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.
- BIDDERS' QUALIFICATIONS FOR PEST CONTROL (<u>GROUP A</u>): 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 OR UPON REQUEST. 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. Upon request, presentation of a current Certified Operators certificate for pest control operators/technicians, 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 to the End-user; and
- D. A list of chemicals, which will be used. (See Exhibit B, attached); and
- E. An equipment list, indicating the equipment, which will be used in providing the pest control services. (See Exhibit A, 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 (<u>GROUPS B</u>): 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 OR UPON REQUEST. 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. Upon request, presentation of a current Certified Operators certificate for pest control operators/technicians 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. (See Exhibit C, attached)
- 10. QUANTITIES: The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the Agreement period for each item and are not a guarantee. Actual quantities ordered throughout the Agreement period may be greater or less than the bid estimates and shall be furnished at the fixed Agreement price. Purchases shall be requested as needed throughout the Agreement period and as few as one each may be ordered at one time except where minimum orders are specifically stated on the Bid Summary Sheet(s).
- 11. ADDING OR DELETING SITES: SBBC may, during the term of the Agreement, add or delete service, wholly or in part, at any SBBC site. In the event that a site listed herein is deleted, the quoted cost for the (s) being deleted shall be removed from the monthly invoice amount. In the event that a site not listed herein is added to the Agreement, the Bidder shall invoice the same amount as prices quoted herein for similar
- 12. 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.
- 13. 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

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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.

- 14. FORCE MAJEURE: Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure. In the event that a vendor does not provide goods or services due to Force Majeure for an agreement awarded through a competitive solicitation, SBBC reserves the right to avoid a disruption in the provision of such goods or services by purchasing them either from an alternate awardee or by obtaining pricing from at least two (2) prospective vendors.
- 15. FLORIDA BIDDING'S PREFERENCE: General Condition 1.d) does not apply to this Bid as no personal property is being purchased.
- 16. INVOICES: Delivery copies, packing slips, and invoices to SBBC MUST include the following to permit SBBC to verify prices with this Agreement 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, 3810 NW 10th Avenue, Fort Lauderdale, Florida 33309 or to the address indicated on the Purchase Order.
 - i. Material release number OR the control number
 - ii. Purchase Order number
 - iii. A complete description of the items
 - iv. Itemized list price
 - v. Total dollar amount shall be net
- 17. ACH PAYMENTS: Payments will be made to Awardee(s) by SBBC via ACH (Automated Clearing House) for automatic deposits (credits) after goods or services are provided by Awardee in accordance with bid requirements. To facilitate payments to be directly deposited, the ACH Payment Agreement must be submitted to <u>achrequests@browardschools.com</u> New vendors can do this as part of the supplier registration process described below. Vendors already registered on SBBC's eProcure Online Supplier Portal can update their information by downloading a copy of the ACH Payment Agreement and submit the completed form to the Purchasing Help Desk email stated above.
- **18.** LEAD-FREE STATEMENT: All material supplied SBBC must be 100% lead-free. Bidder, by virtue of signing bid, certifies that only materials or equipment that is 100% lead-free shall be supplied to SBBC. No bid shall be considered unless this is agreed to by the Bidder.
- 19. SAFETY DATA SHEETS (SDS): Bidder, offering any chemical or toxic substances as defined in Florida Statute 1013.49 or as amended, shall furnish to Procurement & Warehousing Services, a Material Safety Data Sheet (SDS) as detailed below with the bid or upon request. Failure of the Bidder to provide SDS, as requested, shall result in the disqualification of the bid item. SBBC reserves the right to reject the use of any product from this ITB with due cause. All SDS submitted must be either an original, as received from the manufacturer or a legible copy made from the same. The Awardee shall be responsible, during the term of the Agreement, to provide the SBBC Procurement & 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. Broward County Public Schools Is An Equal Opportunity/Equal Access Employer

- 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 the disqualification of the bid item.

- 20. VALUE: No guarantee as to the dollar amount of this bid is implied or given. SBBC is not obligated to place any orders with any Awardee participating in this bid. However, all SBBC locations will be urged to refer to catalogs and fixed percentage discount Awardee(s) to fill their orders at the lowest price.
- 21. PRICE ADJUSTMENTS: Prices offered shall remain firm through the first three (3) years of the Agreement. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, thirty (30) calendar days before the third-anniversary date of the Agreement. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC before invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid, and the invoice returned to the Awardee for correction.
 - a. The Director, Procurement & Warehousing Services, may, in the Director's sole discretion on behalf of the SBBC, equitably adjust pricing if the pricing or availability of supplies is adversely affected by extreme and unforeseen volatility in the marketplace. Consideration for any pricing adjustment shall require vendor to provide irrefutable evidence that ALL the following circumstances exist:
 - i. The volatility is due to causes wholly beyond the vendor's control; and
 - ii. The volatility affects the marketplace or industry, not just the vendor's source of supply; and
 - iii. The effect on pricing or availability of supply is substantial; and
 - iv. The volatility so affects the vendor that continued performance of the Agreement would result in a substantial loss.

Note: Any pricing adjustment must be confirmed in writing by the Director of Purchasing

- 22. PRICE REDUCTIONS: Awarded vendors may offer SBBC, at any time during the period of the Agreement, additional discounts from the prices offered in this ITB and invoice less than the prices offered in their submitted bid. 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.
- 23. 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 ensure 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.
- 24. W-9 FORMS: All Bidders are requested to complete a W-9 form which can be found at https://www.irs.gov/pub/irs-pdf/fw9.pdf, and submit with their bid.
- 25. SUPPLIER REGISTRATION: To become a registered vendor for SBBC, vendors must access, complete and submit a Supplier Profile Questionnaire (SPQ) through SBBC's new eProcure Online Supplier Portal, powered by Ariba which can be located at: http://schoolboardofbrowardcounty.supplier.ariba.com/register Purchase Orders or payments cannot be issued to the Awardee without an SAP Vendor number, which is issued after completion of the Online Supplier Portal registration process. Training materials are available via our website at https://www.browardschools.com/PWS (if needed).

SECTION 4 – SPECIFICATIONS & BID SUMMARY (PRICING)

1. BID SUMMARY (PRICING) SHEET: Complete the attached Excel spreadsheet "Bid Summary Sheet" electronically. If a correction is needed to the Excel spreadsheet, contact the Purchasing Agent as soon as possible. Do not try to re-create or alter the spreadsheet. No handwritten summary sheets will be accepted. The Excel Spreadsheet contains six (6) tabs. The Excel spreadsheet indicates the specific cell that will be used for award purposes. The following is a list of the tabs contained in the Excel spreadsheet and screenshots:

TAB 1 - COMPANY REPRESENTATIVE: Supply requested information in the included "Bid Summary Sheet" with the contact information.

- TAB 2 GROUP 1: NORTH AREA FACILITIES: PRICING
- TAB 3 GROUP 2: CENTRAL AREA FACILITIES: PRICING
- TAB 4 GROUP 3: SOUTH AREA FACILITIES: PRICING
- TAB 5 GROUP 4: DRYWOOD TERMITES: PRICING
- TAB 6 GROUP 5: SUBTERRANEAN TERMITES: PRICING
- 2. 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.

BID SPECIFICATIONS (PEST CONTROL SERVICES)

1. <u>GENERAL REQUIREMENTS:</u> Awardee(s) will furnish all supervisors, equipment, machinery, tools, materials, chemicals, labor, transportation and other items and services necessary to fully accomplish pest control service in accordance with the terms, conditions, and specifications of this bid. This will include a minimum of one dedicated Route Technician and one dedicated Specialty Technician per Group award. <u>The Specialty Technician will report by 8:00 A.M. to SBBC Grounds Department C.P.C.O. office to receive a list of that day's EXTRA SERVICES</u> 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 <u>call backs</u>. It is an attempt to provide a point of communication between Awardee(s) and facility.
- D. In the event additional service (call back) is required, it shall be accomplished by the Awardee(s) at <u>no additional cost</u> to SBBC. Awardee(s) shall perform additional service within 24 hours of notification.

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- 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 mean, such as, but not limited to: containerized baits, like MAX FORCE or equivalent; directed powder baits, like AVERT, or equivalent; directed paste baits, like STAPLETON'S MRF 2000, MAX FORCE gel bait; BUDDY'S PUDDY, ALPHA 3, or equivalent; silica aerogel; diatomaceous earth; glue traps and mechanical traps. Furthermore, "least toxic" shall mean the application of pesticides or non-pesticidal treatments to actual and potential pest harborage sites where pests are present, such as voids, cracks and crevices instead of surfaces of floors, baseboards, shelves and tabletops. Using HEPA-filtered vacuums has shown to be effective in rapidly reducing cockroach populations in specific spots in conjunction with crack and crevice injection of such products as silica aerogel and pyrethrum combinations without the need for spraying surfaces. Note: Pesticides are to be applied only as needed to eliminate current populations of pests and only to the specific harborage sites of the pests. The routine use of liquid sprays, aerosols and powders is not permitted in regularly occupied areas (such as, but not limited to: offices, classrooms, kitchens, dining rooms, day care centers, storerooms, etc.), unless written approval is obtained from SBBC C.P.C.O. The use of powders, dusts, liquids and aerosols is not permitted in areas above drop-ceiling tiles, unless written approval is obtained from SBBC C.P.C.O. The Awardee shall determine the presence and location of included pests by thorough inspection, which includes visual inspection, monitoring with sticky traps, reports from occupants of pest sightings and other surveillance techniques.

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

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

If the Awardee's technician observes rodent and other pest entry points or conditions which are conducive to pests or interfere with the application of pest control materials, such as, but not limited to, buildup of food and grease, 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 captive devices for rodent control, the Awardee shall note the location and type of capture devices on the service report receipt. The information provided shall be schematic drawings or narratives indicating the location of the capture devices.

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

No rodenticide baits or tracking powders are to be used at SBBC facilities unless the Awardee obtains prior written approval for each intended use from the SBBC C.P.C.O. Rodenticide baits, when used, shall be in anchored and locked tamper-proof containers and placed in areas not accessible to students and/or faculty. Rodenticide tracking powders, when used, shall be injected, using appropriate equipment, directly into rodent burrows

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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.

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. <u>BID PRICING</u>: All transportation costs, travel time, premium time, overhead, supervision, etc., shall be included in Bidder's price. There will be <u>no</u> <u>other</u> remuneration to Awardee(s) above and beyond pricing offered.
- 5. **FACILITY ACCESS:** Awardee(s) must alert **SBBC C.P.C.O.** of any problems gaining access to facilities on their scheduled service dates.
- 6. UNSATISFACTORY F.E.I.R.: An unsatisfactory F.E.I.R. (Food Establishment Inspection Report) with the notation of live pests shall require an additional service within 24 hours of notification to the Awardee(s) by SBBC C.P.C.O.
- 7. **BASIC PROCEDURES AND REQUIREMENTS:** Pest control requirements specified herein shall initially concentrate on, but not be limited to, food service areas on a monthly service basis.

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

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

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

SBBC Childcare Programs: SBBC C.P.C.O. reserves the right during contract period to set firm scheduled dates and times for SBBC facilities that establish CHILDCARE 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 honeybee 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 <u>WITH ITS BID</u>, a list of all chemicals that will be used on SBBC property (see PEST CONTROL SERVICE CHEMICAL LIST EXHIBIT B). Along with the list, labels and EPA Registration number and SDS <u>MUST</u> be included. Chemical list must include the following:
 - A. Flushing agent (i.e. pyrethrin) capable of being applied with small injection tips or straws.
 - B. Three residual pesticides approved for use in food service locations (i.e., tempo, safrotin, cynoff).
 - C. Two roach baits containerized and/or paste form capable of being applied in small cracks with syringe.
 - D. Two ant baits containerized and/or paste form.
 - E. Rodenticide containerized bait in tamper-resistant stations.
 - F. Residual pesticide with label indicating use in turf areas.
 - G. Thermidor 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 4A, BID SPECIFICATIONS (CONTINUED) NORTH AREA PEST CONTROL SCHEDULE - ATTACHMENT 1

ELEMENTARY SCHOOLS – 45	ADDRESS	SCHEDULE
ATLANTIC WEST	301 NW 69th Terrace, Margate 33063	3RD TUESDAY
BROADVIEW	1800 SW 62nd Avenue, North Lauderdale 33068	3RD TUESDAY
CHALLENGER	5703 NW 94th Avenue, Tamarac 33321	
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 THRUSDAY
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	
WESTCHESTER	12405 Royal Palm Blvd., Coral Springs 33065	2 ND WEDNESDAY
WINSTON PARK	4000 Winston Park Blvd., Coconut Creek 33073	

SECTION 4A, 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 – 5	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 (WEST)	4690 Coconut Creek Pkwy, Coconut Creek 33063	4 TH MONDAY

ADMINISTRATIVE - 5	ADDRESS	SCHEDULE	
NORTH AREA MAINTENANCE &	6501 NW 15th Avenue, Ft. Lauderdale 33309	3 RD WEDNESDAY	
WAREHOUSE (PPO ZONE 1)			
POMPANO ADMINISTRATIVE CENTER	1400 NE 6th Street, Pompano Beach 33060 (on Pompano	3 RD FRIDAY	
	Institute campus B# 15)		
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	2251 NW 22nd Avenue, Pompano Beach 33069	TBA	
(TRAINING CENTER)			

SECTION 4A, BID SPECIFICATIONS (CONTINUED) CENTRAL AREA PEST CONTROL SCHEDULE - ATTACHMENT 2

ELEMENTARY SCHOOLS- 42		SCHEDULE
BANYAN	8800 NW 50th Street, Sunrise 33351	1 ST THURSDAY
BAYVIEW	1175 Middle River Drive, Ft. Lauderdale 33304	
BENNETT	1755 NE 14th Street, Ft. Lauderdale 33304	2 ND MONDAY
BROWARD ESTATES	441 NW 35th Avenue, Lauderhill 33311	3 RD TUESDAY
CASTLE HILL	2640 NW 46th Avenue, Lauderhill 33313	
CENTRAL PARK	777 N Nob Hill Road, Plantation 33322	3RD 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, Lauderhill 33313	
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, Lauderhill 33311	4 TH WEDNESDAY
LARKDALE	3250 NW 12th Place, Lauderhill 33311	4 TH WEDNESDAY
LAUDERDALE MANORS CENTER	1400 MW 14th Court, Lauderdale Lakes 33311	2 ND WEDNESDAY
LAUDERHILL PAUL TURNER	1500 NW 49th Avenue, Lauderhill 33313	1 ST TUESDAY
CASTLE ANNEX	4747 NW 14 ST. LAUDERHILL, FL 33313	1 ST TUESDAY
MARSHALL, THURGOOD	· · · · · · · · · · · · · · · · · · ·	2 ND TUESDAY
,	800 NW 13th Street, Ft. Lauderdale 33311	3 RD MONDAY
	2300 SW 46th Avenue, Ft. Lauderdale 33317	
	1200 NW 72nd Avenue, Plantation 33313	
NOB HILL	2100 NW 104th Avenue, Sunrise 33322	
NORTH FORK	101 NW 15th Avenue Ft. Lauderdale 33311	
NORTH SIDE	120 NE 11th Street, Ft. Lauderdale 33304	
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, Lauderhill 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	
YOUNG, VIRGINIA SHUMAN	101 NE 11th Avenue, Ft. Lauderdale 33301	

SECTION 4A, BID SPECIFICATIONS (CONTINUED) CENTRAL AREA PEST CONTROL SCHEDULE - ATTACHMENT 2 (CONTINUED)

MIDDLE SCHOOLS - 12		<u>SCHEDULE</u>
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	2ND 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

<u>CENTERS</u> - 5		<u>SCHEDULE</u>
COMMUNITY SCHOOL NORTH (FORMERLY	1619 NE 4th Court, Ft. Lauderdale 33304	4 TH MONDAY
FORT LAUDERDALE HIGH ANNEX)		
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	3775 SW 16th Street, Ft. Lauderdale 33312	2 ND FRIDAY
(FORMERLY SUNSET LEARNING CENTER)		
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	701 N.W. 31st Avenue, Ft. Lauderdale 33311	4 TH WEDNESDAY
(SPECIAL PROGRAMS/PORT)		
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	7720 W Oakland Park Blvd., Sunrise 33351	4 TH TUESDAY
FACILITIES (TSSC)		
TWIN LAKES – CENTRAL AREA	3831 NW 10th Avenue, Oakland Park 33309	1 ST FRIDAY
TRANSPORTATION (BLDG'S # 9,11,12		
INCLUDING GAS PUMP SHEDS, AND		
PORTABLES #1570P, 1585P, 1586P, 153N)		
TWIN LAKES – CUSTODIAL/GROUNDS (BLDG'S	3897 NW 10th Avenue, Oakland Park 33309	1 st FRIDAY
# 6,7, AND PORTABLE #284CAX)		
TWIN LAKES – WAREHOUSE/ADMINISTRATION	3810 NW 10th Avenue, Oakland Park 33309	1 ST FRIDAY
(ENTIRE BLDG. #1)		
TWIN LAKES – CENTRAL AREA	3895 NW 10th Avenue, Oakland Park 33309	4 TH TUESDAY
TRANSPORTATION (BLDG'S #2,10)		

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TWIN LAKES – WAREHOUSE/ADMINISTRATION	3901 NW 10th Avenue, Oakland Park 33309	1 ST FRIDAY
(BOOK - BLDG. #4)		
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 4A, 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	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 [™] 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 [™] 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 [™] TUESDAY
SEA CASTLE	9600 Miramar Blvd., Miramar 33025	3 RD TUESDAY

SOUTH AREA PEST CONTROL SCHEDULE - ATTACHMENT 3 (CONTINUED)

ELEMENTARY SCHOOLS - 55 (CONTINUED)		SCHEDULE
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 HOLLWOOD	6301 Hollywood Blvd., Hollywood 33024	3 RD FRIDAY

MIDDLE SCHOOLS – 17		SCHEDULE
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	2ND 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	1ST MONDAY
YOUNG, WALTER C.	901 NW 129th Avenue, Pembroke Pines 33028	4 TH MONDAY

SOUTH AREA PEST CONTROL SCHEDULE - ATTACHMENT 3 (CONTINUED)

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 [™] 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 [™] WEDNESDAY
MCARTHUR	6501 Hollywood Blvd., Hollywood 33024	3RD 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

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 - 6		SCHEDULE
GULFSTREAM ACADEMY K-8 OF	1000 SW 3rd Street, Hallandale Beach 33009	4 TH WEDNESDAY
HALLANDALE BEACH (FORMERLY		
HALLANDALE ADULT)		
SOUTH AREA PORTABLE ANNEX	201 SW 172nd Avenue, Pembroke Pines 33029	2 nd TUESDAY
SHERIDAN TECH COLLEGE WEST	20251 Stirling Road, Pembroke Pines 33332	2 nd TUESDAY
(INCLUDES S.W. AREA BUS COMPLEX)		
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	3551 SW 89th Avenue, Miramar 33025	3 RD TUESDAY
CENTER		

ADMINISTRATIVE - 7		SCHEDULE
BROWARD FIRE ACADEMY CENTER	2600 SW 71st Terrace, Davie 33314	1 ST THURSDAY
(MCFATTER OFF-CAMPUS SITE)		
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 4B, BID SPECIFICATIONS (TERMITE EXTERMINATION SERVICES)

1. <u>GENERAL REQUIREMENTS</u>: 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 <u>no additional cost</u> 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 <u>shall</u> not deposit any empty or partially empty <u>chemical containers</u> 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. <u>Method of Extermination</u>: 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. <u>Sulfuryl Fluoride (Vikane) Application</u>: 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. <u>Termite Extermination Guarantee</u>: Bid prices quoted on the Bid Summary Sheet for termite extermination shall include <u>a five-year unconditional</u> <u>guarantee against reinfestation</u>. 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. <u>Certified Pest Control Operator (CPCO)</u>: 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. <u>CHEMICAL LIST</u>: Bidder must submit <u>WITH ITS BID</u>, a list of all chemicals that will be used on SBBC property (<u>TERMITE EXTERMINATION</u> <u>CHEMICAL LIST</u> - Exhibit C).

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 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.

Broward County Public Schools Is An Equal Opportunity/Equal Access Employer

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 24hour 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.
- 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 5 – MINIMUM INSURANCE REQUIREMENTS

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

- 1. **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.
- 2. 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).
- 3. 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 the insured acquires any vehicles throughout the term of this Agreement, the insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

- 4. 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 submitted to the insurance tracking system within fifteen (15) days of this notification. You will receive a system-generated email within three (3) business days of this letter with insurance requirements and a unique link to upload your certificate of insurance (located at the bottom of the email as a blue box labeled Upload COI). YOU MUST RECEIVE A NOTICE OF COMPLIANCE.
 - i. New vendors will receive an email notification requesting account verification and insurance agent information.
 - ii. Existing vendors will receive an email notification of the current status.
- 5. **Required Conditions.** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
 - i. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
 - ii. All liability policies are primary of all other valid and collectible coverage maintained by the School Board of Broward County, Florida.
 - iii. Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301
- 6. **Cancellation of Insurance.** Awardee is 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 canceled.
- 7. Acceptability of Insurance. 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.

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Economic Development & Diversity Compliance (EDDC)

API ITB S/M/WBE Local Bidder Pricing reference

SECTION 6 - ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE (EDDC) SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) AFFIRMATIVE PROCUREMENT INITIATIES (API)

<u>SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)</u>: The 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 and Guidelines. S/M/WBE is defined as 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 and meets significant business presence requirements as defined in Policy 3330. SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL: broward.k12.fl.us/sbbcpolicies.

Nondiscrimination:

Each Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this project, the Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 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 SBBC to reject the response submitted by the Bidder on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

CERTIFICATION APPLICATION INSTRUCTIONS

To ensure that firms seeking to participate in the SDOP qualify as Small Business Enterprises (SMWBEs), or are at least fifty-one (51%) percent legitimately owned, operated, and controlled by minorities and/or women, each such firm shall be required to be certified as to its Small/Minority/Women-Owned Enterprise (S/M/WBE) ownership status by the EDDC's Office at the time of the bid opening.

Important Points to Remember:

- a) Please submit any S/M/WBE certification application with all supporting documentation well in advance of the time of proposal submission, as the application review and approval processes typically take up to thirty (30) days after receipt of the completed application.
- b) For Information on "How to become certified", visit our website at <u>www.browardschools.com/Page58415</u>

DEFINITIONS

The following terms shall have the listed meanings as referenced in SDOP Guidelines - Document 00467.

Affirmative Procurement Initiative (API): refers to various SDOP tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals, and joint venture incentives. (For full descriptions of these and other SDOP tools, see, Section E of SBBC Policy No. 3330 and the SDOP Standard Operating Procedures (SOP).)

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed, and controlled by one or more minority groups members, and that is ready, willing, and able to sell goods or services that the SBBC purchases. To qualify as an MBE, the enterprise

annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry as established by the U.S. Small Business Administration and meets the significant business presence requirements as defined herein. In addition, for purposes of being a certified MBE that is eligible to benefit from race- and gender-conscious APIs in this Policy, the enterprise shall meet the size standards for being "small" as defined herein. Unless otherwise stated, the term MBE as used in this Policy is not inclusive of women-owned business enterprises (WBEs).

Minority Women-Owned Business Enterprise (M/WBE) – a firm that is certified as either a minority business enterprise or as a Women-Owned enterprise and which is at least fifty-one percent (51%) owned, managed, and controlled by one or more minority group members and/or women, and that is ready, willing, and able to sell goods or services that are purchased by the School District.

Women-Owned Enterprises (WBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of this Policy as being at least fifty-one percent (51%) owned, managed, and controlled by one (1) or more non-minority women individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing, and able to sell goods or services that are purchased by the SBBC and that meets the significant business presence requirements as defined herein.

In addition, for purposes of being a certified WBE that is eligible to benefit from race- and gender-conscious APIs in this Policy, the enterprise annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry as established by the U.S. Small Business Administration; and meets the significant business presence requirements as defined herein. Unless otherwise stated, the term WBE as used in this Policy is not inclusive of MBEs.

Small Business Enterprises (SBEs): a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is certified in accordance with SBBC Policy No. 3330 as being independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories, and which 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, and meets the significant business presence requirements as defined SBBC. Policy No. 3330.

Significant Business Presence: to qualify for participation as an S/M/WBE firm in the SDOP policy, an S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the relevant marketplace, defined as: an established place of business in one or more of the three counties that make up the Southern Florida relevant marketplace, from which at least fifty percent (50%) of its full-time, part-time, and contract employees are domiciled and regularly based, and from which a substantial role in the M/WBE's performance of a commercially useful function is conducted. A location utilized solely as a post office box, mail drop or telephone message center, or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

In accordance with SBBC Policy No. 3330, the Goal Setting Committee (GSC) may establish S/M/WBE Subcontracting Program for this Bid, based upon relative S/M/WBE availability data collected by the SBBC through its Centralized Proposer/Bidder Registration (CBR) system and from other jurisdictions within its three-county relevant marketplace for construction contracts, and the SBBC's utilization of M/WBEs for similar contracts. The S/M/WBE subcontracting program provides opportunities to Firms certified as S/M/WBE by SBBC. It is the goal of the District to actively promote equal opportunity for all segments of the contracting and business community to participate in School Board Contracts

INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES

The Goal Setting Committee (GSC) has considered the following in the course of reaching a determination regarding which, SM/WBE industryspecific remedial programs shall be applied to this solicitation and resulting contract: As a result, A Small, Minority Woman Owned Business (SMWBE) Local Pricing Preference Incentive has been applied to this solicitation and resulting contract.

Small, Minority Woman Owned Business (SMWBE) Local Pricing Preference Incentive: After all other Bidding Preference Laws has been applied, Responsive, Responsible, SBBC Certified S/M/WBE bidder/proposer(s), meeting requirements, and who's bid comes within two percent (2%) of the lowest non-SBBC certified bidder shall be awarded a local pricing incentive as described in the *Local SMWBE Pricing Incentive Table below*: .

SMWBE Bidder Pricing % Multiplier	Example of Proposed Local Pricing Incentive Total IF SMWBE Bidder's Total is \$500,000
100% or .1	\$500,000
99% or .99	\$495,000
98% or .98	\$490,000

Local SMWBE Pricing Incentive Table

S/M/WBE availability data to be collected by the School Board through its Centralized Bidder Registration (CBR) system, and the utilization of SMWBEs.

NOTE TO BIDDERS*

All Bidders/Proposers must complete Document 00471 at the time of submission (see Attachment A).

It is the responsibility of the SMWBE proposer/bidder to provide (with bid documents) one of the following evidence of SBBC-Certification:

The SBBC-Certified S/M/WBE firms should provide one of the following types of evidence of SBBC-Certification:

- a. SBBC S/M/WBE Certificate or
- b. SBBC Letter of S/M/WBE Certification

Also visit <u>browardschools.com/Page/59879</u> for the list of current SBBC certified firms.

Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation.

Reporting Requirements:

If awarded, the Awardee shall Log into the SDOP Management System (SMS) to report monthly payments received.

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. For information on How to Become SBBC Certified; visit our website at: www.browardschools.com/Page58415

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SECTION 7 – GENERAL CONDITIONS

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- <u>SEALED BID REQUIREMENTS:</u> The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. <u>Electronic signatures on bid documents will be accepted pursuant to Section 668.004</u>, Florida Statutes. The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.
 - a) <u>BIDDER'S RESPONSIBILITY</u>: It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.
 - b) <u>BID SUBMITTED</u>: Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in Procurement & Warehousing Services on or before 2:00 p.m. ET on the date due for bid to be considered. Bids shall be opened at 2:00 p.m. ET on the date due. Bids submitted by email, telegraphic or facsimile transmission shall not be accepted.
 - c) <u>EXECUTION OF BID</u>: Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.
 - d) <u>BIDDING PREFERENCE LAWS</u>: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDER'S PREFERENCE FORM IN ORDER TO BE 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 Attachment D "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 an attorney's opinion for purposes of complying with Chapter 287.084, Florida Statutes. Florida Bidders must also complete their portion of the form. Failure to submit and execute this form, with the bid, shall result in the bid being considered "non-responsive" and bid rejected.
- PRICES QUOTED: Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to the quantity specified in the bidding specification. In case of a 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 the 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. <u>Cash or quantity discounts offered shall not be</u> a consideration in the determination of an award of the 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 the place of acceptance and receipt of correct invoice at the office specified.

- a) <u>TAXES</u>: SBBC does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does <u>not</u> apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of agreements for the improvement of SBBC-owned real property as defined in Chapter 192, Florida Statutes.
- b) <u>MISTAKES</u>: Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at Bidder's risk.
- c) <u>CONDITION AND PACKAGING</u>: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
- d) <u>UNDERWRITERS' LABORATORIES</u>: Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. Instead 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) <u>BIDDER'S CONDITIONS</u>: Bid conditions and specifications shall not be changed, altered or conditioned in any way. SBBC specifically reserves the right to reject any conditional bid.
- 3. <u>SAMPLES:</u> Samples of items, when required, must be furnished free of expense within five (5) working days of the 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 & Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.
- 4. <u>DELIVERY:</u> All deliveries shall be F.O.B. destination point. Unless the actual date of delivery is specified (or if specified delivery cannot be met), show the 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. <u>INTERPRETATIONS:</u> Any questions concerning conditions and specifications must be submitted in writing and received by Procurement & Warehousing Services no later than ten working days, or as stated in the Special Conditions, prior to the original bid opening date. If necessary, an Addendum shall be issued.
- 6. <u>AWARDS:</u> 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. <u>BID OPENING:</u> Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.
- 8. <u>ADVERTISING:</u> In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of SBBC.
- 9. INSPECTION, ACCEPTANCE & TITLE: Inspection and acceptance shall be at the 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 the product at the Awardee's expense.
- 10. <u>PAYMENT:</u> 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. <u>CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR</u> <u>CONTRACTUAL RELATIONSHIP</u>: Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity that is doing business with SBBC. Each Bidder is to disclose any employees it has who are also SBBC employees by submitting Attachment B, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
- 12. <u>INSURANCE:</u> Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES, AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 5 of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Product Liability. (Continued...)

- 12. (Continued)....
 - 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 Agreement.
- 13. <u>LICENSES, CERTIFICATIONS, AND REGISTRATIONS:</u> As of the Bid Opening Date, Bidder must have all Licenses, Certifications, and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications, and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications, and Registrations required 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. <u>PATENTS & ROYALTIES:</u> The Awardee, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Agreement, including its use by SBBC. If the Awardee uses any design, device, or materials covered by letters, patents, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 15. <u>OSHA:</u> 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 Agreement.
- 16. <u>SPECIAL CONDITIONS:</u> The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
- <u>ANTI-DISCRIMINATION:</u> SBBC, prohibits any policy or procedure which results in discrimination based on age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits, Employment Services and EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.
- 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. <u>LIABILITY INSURANCE, LICENSES AND PERMITS:</u> 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 the negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Agreement as a result of their bid.
- 20. <u>BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:</u> Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of the 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. <u>CANCELLATION:</u> 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, a 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.
- <u>INFORMATION NOT IN ITB</u>: 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. <u>EXPENDITURE:</u> 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 an order for goods/services as a result of this award. Order placement shall be based upon the needs and best interests of SBBC.
- 25. <u>BILLING INSTRUCTIONS:</u> Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. (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.
- <u>NOTE TO VENDORS DELIVERING TO CENTRAL WAREHOUSE:</u> 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.
- <u>SUBSTITUTIONS:</u> 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. <u>ASBESTOS AND FORMALDEHYDE STATEMENT:</u> All building materials, pressed boards, and furniture supplied to SBBC shall be 100% asbestos-free. It is desirous that all building materials, pressed boards and furniture supplied to SBBC also be 100% formaldehyde-free. Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is 100% asbestos-free shall be supplied.
- 30. <u>ASSIGNMENT:</u> Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement & Warehousing Services. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.
- 31. <u>EXTENSION:</u> In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products, and/or services provided through this bid. Such extension shall be upon the same prices, terms, and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of an agreement entered into as a result of this bid or (b) the termination date under any applicable period of extension under an agreement entered into as a result of this bid.

When a subsequent contract award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The School Board reserves the right to extend any contract awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by The School Board.

- 32. <u>OMISSION FROM THE SPECIFICATIONS</u>: 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. <u>SUBMITTAL OF INVOICES:</u> All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. <u>Each line of the invoice must reference a corresponding single line shown on the Purchase Order.</u> A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order shall be deemed to be not correct and may be returned to the vendor by the Accounts Payable Department for correction. The address for submitting invoices is included in Purchase Order.
- 34. <u>PURCHASE AGREEMENT:</u> 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

34 (Continued).... and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.

- 35. <u>SBBC INFORMATION SECURITY GUIDELINES:</u> It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the Agreement 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 Agreement and were connected to the SBBC's network.
- 36. <u>PROTESTING OF BID CONDITIONS/SPECIFICATIONS:</u> 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 the 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 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 & 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.

POSTING OF BID RECOMMENDATIONS/TABULATIONS: ITB Recommendations and 37. Tabulations shall be posted in Procurement & Warehousing Services and on SEE SECTION 2 - CALENDAR and shall remain posted for 72 hours. Any change to the date and time established herein for the posting of ITB Recommendations/Tabulations shall be posted in Procurement & Warehousing Services and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the ITB tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which 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 Agreement. SBBC shall provide the estimated Agreement 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 Agreement amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, If SBBC prevails,

37 (Continued).....

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 & 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. <u>SUBMITTAL OF BIDS</u>: All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time-stamped in PROCUREMENT & WAREHOUSING SERVICES on or before 2:00 p.m. ET on the 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 & 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. <u>PACKING SLIPS:</u> It shall be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. A packing slip must reference the SBBC Purchase Order number/control number. Failure to provide a packing slip attached to the outside of shipment shall result in refusal of shipment at the Awardee's expense.
- 40. <u>USE OF OTHER AGREEMENTS:</u> SBBC reserves the right to utilize any other SBBC agreement, any State of Florida Agreement, any agreement awarded by any other city or county governmental agencies, other schools, 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. LIABILITY: Any bid that fails to accept these conditions shall be rejected as "non-responsive."
 - a) <u>By SBBC</u>: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.
 - b) <u>By Awardee</u>: 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 or due to the products, goods, or services furnished by Awardee, its agents, servants, or employees; the equipment of Awardee, its agents, servants, or employees; the negligence of Awardee's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Awardee, SBBC, or otherwise.
- 42. <u>PURCHASE BY OTHER PUBLIC AGENCIES</u>: With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.
- 43. <u>GOVERNING LAW</u>: 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. <u>PUBLIC ENTITY CRIMES:</u> Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contract, 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 nonfinancial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have a government-wide effect. A lower-tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement agreement for goods or services, regardless of type, under a primary covered transaction; and any procurement agreement 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 agreement 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 a 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 <u>BOTH</u> the Debarment Form <u>AND</u> the Invitation to Bid page. A signature on one document <u>cannot</u> 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.

- <u>REASONABLE ACCOMMODATION:</u> Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine TTY 754- 321-2158.
- 47. <u>SEVERABILITY</u>: If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this ITB is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this ITB and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.
- 48. <u>DISTRIBUTION:</u> DemandStar by Onvia, <u>www.demandstar.com</u>, 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, <u>www.browardschools.com</u>.
 - 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. <u>TIE BID PROCEDURES:</u> When identical prices are received from two or more Bidders and all other factors are equal, priority for an 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 School Board of Broward County, Florida, M/WBE certified vendor;
 - > 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 the application of the above criteria does not indicate a priority for an award, the award shall be decided by a coin toss. The coin toss shall be held publicly in Procurement & 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 <u>SWORN STATEMENT</u> <u>PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY</u> <u>ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO</u> <u>BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.</u> This form shall be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for a 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 ITB form.

- 51. **<u>DISPUTES</u>**: 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. <u>MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:</u> SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. <u>M/WBE vendors utilized for this</u> <u>Agreement must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to the submission of Bid</u>. For information on M/WBE Certification, contact SBBC's <u>Supplier Diversity & Outreach Program at 754-321-0550 or visit</u> <u>www.browardschools.com/sdop</u>.
- 53. <u>SBBC MATERIAL NUMBER:</u> 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 will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel shall include employees, representatives, agents, or sub-contractors performing duties under the contract to SBBC and who meet any or all of the three (3) requirements identified above. This background screening will be conducted by SBBC in advance of the Awardee or its personnel providing any services. The awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the 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.

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 7/01/15, 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 an SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website. A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. Applicant enrollment and scheduling website is www.fieldprintbrowardschools.com. The total fee(s) for the SBBC photo identification badge, fingerprinting and an FBI background check can be found at the following website:

https://www.browardschools.com/Page/35284

Click on link for Fieldprint Codes and Pricing

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. <u>Badges are</u> issued for a one-year period and must be renewed annually. The renewal date will be one (1) year from the date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.

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

55. <u>AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:</u> 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, agreements or sub-

55. (Continued)....

agreements that directly or indirectly pertain to the transactions between the District and the Awardee(s).

- 56. <u>ORIGINAL DOCUMENT FORMAT:</u> 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. <u>CREDIT CARDS:</u> 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. (continued....)

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. <u>NONCONFORMANCE TO AGREEMENT CONDITIONS:</u> Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in the bid and/or Purchase Order may be rejected upon delivery and/or maybe purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
 - a) For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
 - b) 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 & 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 & Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of the release of the solicitation until the Agreement 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. <u>**TERMINATION:**</u> This ITB award may be terminated with or without cause by SBBC during the term hereof upon giving the other party thirty (30) days written notice that SBBC is terminating the ITB award.
- 61. <u>EVALUATION AND BIDS:</u> SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.
- 62. <u>MEET OR RELEASE:</u> If during the Agreement term, SBBC is offered a lower price from a third party supplier for a product or service awarded under this Agreement, 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. The awardee shall be required to respond to this request within three (3) days of the request. If Awardee is unable to meet the lower price, SBBC shall be released from its contractual obligation to purchase the item under this Agreement. No response to this request shall indicate that Awardee is unable to offer the item at a lower price. This action, purchasing awarded item from third party supplier, shall not hold SBBC in default of Agreement. Each purchase shall be considered separate and apart from each other.

CONFIDENTIAL RECORDS: Notwithstanding any provision to the contrary within this 63. Agreement, any party contracting with SBBC under this Agreement 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 subcontractor 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 contract with Awardee.

64. <u>PROPRIETARY INFORMATION</u>: 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 record 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. The 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 record 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.

65. <u>E-VERIFY</u>: Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontract or does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC will immediately terminate this Agreement. Termination pursuant to this section is not a breach of this Agreement and may not be considered as such.

66. **PUBLIC RECORDS:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Awardee shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Awardee shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Awardee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Awardee does not transfer the public records to SBBC. Upon completion of the Agreement, Awardee shall transfer, at no cost, to SBBC all public records in possession of Awardee or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Awardee transfers all public records to SBBC upon completion of the Agreement, Awardee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Awardee keeps and maintains public records upon completion of the Agreement, Awardee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, <u>RECORDREQUESTS@BROWARDSCHOOLS.COM</u>, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

 <u>NONDISCRIMINATION</u>: As a condition of entering into the award of this ITB, Awardee represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

As part of such compliance, Awardee shall not discriminate 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 in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Awardee retaliate against any person for reporting instances of such discrimination. Awardee shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace. Awardee understands and agrees that a material violation of this clause is considered a material breach of an award of this ITB and may result in termination of this ITB, disqualification of the company from participating in SBBC's solicitations, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

- 68. <u>ANNUAL APPROPRIATION</u>: SBBC's performance and obligations under this ITB is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this ITB, this ITB may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.
- 69. <u>EXCESS FUNDS</u>: Any party receiving funds paid by SBBC under this ITB agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.
- 70. <u>NO WAIVER OF SOVEREIGN IMMUNITY</u>: Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this ITB and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

- 71. <u>NO THIRD PARTY BENEFICIARIES</u>: The parties (SBBC and Awardee) expressly acknowledge that it is not their intent to create or confer any rights or obligations under this ITB in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this ITB. The parties agree that there are no third-party beneficiaries to this ITB and that no third-party is entitled to assert a claim against any of the parties based upon this ITB. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any ITB.
- 72. <u>DEFAULT</u>: The parties (SBBC and Awardee) agree that, if either party is in default of its obligations under this ITB, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this ITB may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 60.
- 73. INDEPENDENT CONTRACTOR: The parties (SBBC and Awardee) to this ITB are acting in the capacity of independent contractor(s) and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this ITB. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.
- 74. <u>RIGHTS AND REMEDIES</u>: The duties and obligations imposed by this ITB and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

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SECTION 8 – FORMS AND ATTACHMENTS

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

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ATTACHMENT A – SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) FORMS

Doc. 00467 – SDOP Guidlines **Document Link:** <u>https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00467%20SDOP%20G</u> uidelines.pdf

Document Preview:

ATTACHMENT A

The School Board of Broward County, Florida Economic Development & Diversity Compliance 7720 W. Oakland Park Blvd., Suite 323 Sunrise, Florida 33351 (754) 321-0505

Document 00467: Supplier Diversity Outreach Program Guidelines

<u>General</u>:

The Economic Development & Diversity Compliance's Supplier Diversity Outreach Program is designed to help small, minority, and women business enterprises (S/M/WBE) participate in school district procurement and contract activities. The purpose of the program is to spur economic development and support S/M/WBEs to successfully expand in the tricounty marketplace.

SBBC has adopted School Board Policy 3330 - Supplier Diversity Outreach Program. The provisions of the Policy and the Standard Operating Procedures shall apply to all competitive solicitations for construction, professional services, commodities, and other contractual services, and any resulting contract documents including change orders, and amendments.

Failure to comply with the Supplier Diversity Outreach Program requirements found in the solicitation or to submit any of the information required herein shall result in the bidder being found nonresponsive to the E/S/M/WBE Program requirements.

Information:

School Board Policy 3330 - Supplier Diversity Outreach Program (SDOP) and the SDOP Standard Operating Procedures established pursuant to that Policy serve the school district's compelling interest to remedy the various ongoing effects of marketplace discrimination against S/M/WBEs that are ready, willing, and able to sell goods and services to SBBC. The SBBC encourages each awardee to make every reasonable effort to include S/M/WBE participation on any contract award under the Solicitation.

Monthly Utilization Report: **Document Link:** <u>https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/Monthly%20Utilization</u> <u>%20Report_MUR_020222.pdf</u>

Document Preview:



Economic Development & Diversity Compliance

MONTHLY UTILIZATION REPORT (MUR)

REPORTING REQUIREMENTS

If awarded, the awardee shall login to the <u>SDOP Management System (SMS)</u> monthly to report payments made to the certified Small/Minority/Women Business Enterprise (S/M/WBE) subcontractor listed in the original proposal submitted.

If you are a S/M/WBE Prime self-performing, monthly payments received must be reported through the <u>SDOP Management System (SMS)</u>.

<u>Access the SMS</u>: Your username is your email address. If you are S/M/WBE certified or currently a prime or subcontractor with a local public or county agency, your firm may already have an existing account.

Monthly Utilization Reports are due on the first of the month. After two weeks, the system will no longer be open – for that reporting period – and a request must be submitted to the EDDC Business Intelligence & Process Management Team at eddcbiteam@browardschools.com.

The Economic Development & Diversity Compliance department works to increase the participation of small, minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. For information on how to become a certified supplier, visit the <u>certification webpage</u>.

You may also access the certified S/M/WBE directory at browardschools.com/SDOP.

Bid Title: Pest Control and Termite Extermination Services The School Board of Broward County, Florida Doc. 00741 – Bidder/Proposer Assurance Statement:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

Document 00471

Bidder/Proposer Assurance Statement

SOLICITATION #:

A prospective M/WBE Bidder/ Proposer responding to a School District solicitation, for which project scope is not predefined, must submit *Document 00471 – Bidder/Proposer Assurance Statement* – at the time of bid submission. Such documentation is required by the SBBC to affirm its intent to self-perform and meet the S/M/WBE requirements indicated in the solicitation.

NAME OF PRIME BIDDER/PROPOSER

M/WBE Status:

S/M/WBE STATUS	
MBE – AA	
MWBE – AA	
MBE – HA	
MWBE – HA	
MBE – APA	
MWBE – APA	
WBE	
SBE	

(Signature and Date)

(Title)

The Bidder/Proposer Assurance Form must be submitted with the SBBC Certification for M/WBE.

ATTACHMENT B – CONFLICT OF INTEREST

Broward County Public Schools Is An Equal Opportunity/Equal Access Employer Page 37

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

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

MUST BE COMPLETED BY ALL BIDDERS.

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 <u>Federal Register</u> (pages 19160-19211). Copies of the regulations may be obtained by going to this <u>link</u>: http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON 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

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

Signature(s)

Date

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 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, must 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).
- 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 voluntary 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 debarrent.

ATTACHMENT D – DRUG FREE WORKPLACE

MUST BE COMPLETED BY ALL BIDDERS

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)	
who	ose business address is	
	d (if applicable) its Federal Employer Identification Number (FEIN) is	
(1†	the entity has no FEIN, include the Social Security Number of the individual signing this sworn st	atement:
l ce	ertify 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 so is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of such prohibition.	ubstance
2.	Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for dru violations.	
3.	Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement spe subsection (1).	ecified in
4.	In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual server 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 guilt contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurri workplace no later than five days after such conviction.	y or nolo
5.	Shall impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is availal employee's community by, any employee who is so convicted.	ble in the
6.	I am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.	
Sw	vorn to and subscribed before me this day of, 20 (Signature)	
Per	rsonally known 🗆 or Produced Identification 🗆 Notary Public State of:	
	My commission expires:	
	(Type of Identification)	

(Printed name of notary public)

(seal/stamp above)

(Notary Public Signature)

ATTACHMENT E – WORKERS' COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS' COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

(Bidder Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this Agreement.

I further certify that, if during the period covered by this affidavit the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one or more employees are employed shall provide evidence of Workers' Compensation coverage.

Signed:	
Print/Type Name: _	
Title:	
Sworn to and subscri	bed before me this day of
Notary Public Signed	:
Notary Public Print:	
Notary Stamp Below:	

ATTACHMENT F – MAILING LABEL

Please print the mailing label below and affix to your bid package to ease identification when SBBC receives your bid. Affix the mailing label below on the outside of your package even if you are utilizing UPS, FedEx or another carrier who prints the address information.

	(Company Name)
TO:	
	The School Board of Broward County, Florida Procurement & Warehousing Services 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351
BID: IT	ATTN: Martine Cadesca B25-003– Pest Control & Termite Extermination Services

SECTION 9 – 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, before the Bid Due Date established within, via email (<u>mcadesca-pmor@browardschools.com</u> or to:

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

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

Company Name:_____

Contact: _____

Contact's Email:

Telephone: _____

✓	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 Agreement 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: _____

END OF ITB

PROCUREMENT & WAREHOUSING SERVICES

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505 EMAIL: <u>PurchasingHelpDesk@BrowardSchools.com</u> <u>www.BrowardSchools.com/PWS</u>

12/19/2023

ADDENDUM NO. 1

ITB 25-003

BID NAME: Pest Control & Termite Extermination Services

TO ALL BIDDERS:

This Addendum amends the above-referenced ITB in the following particulars only:

Clarification:

1. To change the date on Page 3. Section 3. from January 08, 2023, to January 08, 2024

A Hybrid Bidder's Conference will be held on January 08, 2023, January 08, 2024, at Procurement & Warehousing Services Department, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 beginning at 9:00 am. Representatives from all interested companies are encouraged to attend.

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Required Response Form", Section 1 of ITB 25-003 Bidder certifies acceptance of this Addendum.

Sincerely,

Martine Cadesca Purchasing Agent

> This concludes Addendum No. 1 for ITB25-003 – Pest Control & Termite Extermination Services. All other terms and conditions remain the same.

PROCUREMENT & WAREHOUSING SERVICES



1/10/2024

ADDENDUM NO. 2

ITB25-003

BID NAME: Pest Control & Termite Extermination Services

TO ALL BIDDERS:

This Addendum amends the above-referenced ITB in the following particulars only:

- 1. Attached are response(s) to the question(s) received.
- 2. Bid Summary Sheet Revision 1 has been uploaded in DemandStar. Please ensure you use this revised document in your submittal/proposal package.
- 3. As a reminder, the bid due date is January 23, 2024 at 2:00 pm (EST)

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Required Response Form", Section 1 of **ITB25-003** Bidder certifies acceptance of this Addendum.

Sincerely,

Martíne Cadesca

Martine Cadesca Purchasing Agent

> This concludes Addendum No. 2 for ITB25-003 – Pest Control & Termite Extermination Services. All other terms and conditions remain the same.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA PROCUREMENT & WAREHOUSING SERVICES

QUESTIONS & ANSWERS

QUESTION #1: Please allow this email to serve as our formal written request for the previous bid tabulation and award amount associated with the above referenced services.

ANSWER TO QUESTION #1: Previous Bid #: FY20-022 Pest Control & Termite Extermination Services. Total Award Amount from July 1, 2019 through June 30, 2024 is: \$4,792,000. Total Spent-to-Date Amount: \$4,102,371.13. Please note that all information regarding the previous bid tabulation and award amount associated with the above referenced services can be found on our websites.

> **<u>QUESTION #2</u>**: Is pricing from a previous vendor who performed these services available?

ANSWER TO QUESTION #2: Please refer to the link below: https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/contract%20listings/fy2 0/FY20-022_PestControlandTermiteExterminationServices_20230313.pdf

This concludes Addendum No. 2 for ITB25-003 – Pest Control & Termite Extermination Services. All other terms and conditions remain the same.



PROCUREMENT & WAREHOUSING SERVICES 7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505

POSTED VIA DEMANDSTAR

www.BrowardSchools.com/PWS

Date: 2/6/2024

Reference: ITB25-003 – Pest Control and Termite Extermination Services

Subject: Delay in Posting

EMAIL: PurchasingHelpDesk@BrowardSchools.com

Dear: All Bidders:

This letter serves as notification that the posting of the Bid Recommendation and Tabulation for the bid referenced above has been delayed.

New Posting Date - Posting should take place at or before 3:00 P.M. on: 2/13/2024

Sincerely,

Martine Cadesca
Purchasing Agent III
mcadesca-pmor@browardschools.com



PROCUREMENT & WAREHOUSING SERVICES

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505 EMAIL: <u>PurchasingHelpDesk@BrowardSchools.com</u> <u>www.BrowardSchools.com/PWS</u>

POSTED VIA DEMANDSTAR

Date: 1/30/2024

Reference: ITB25-003 – Pest Control and Termite Extermination Services

Subject: Delay in Posting

Dear: All Bidders:

This letter serves as notification that the posting of the Bid Recommendation and Tabulation for the bid referenced above has been delayed.

New Posting Date - Posting should take place at or before 3:00 P.M. on: 2/6/2024

Sincerely,

Martine Cadesca	
Purchasing Agent III	
Mcadesca-pmor@browardschools.com	

