

# School District of Palm Beach County FL



## Solicitation No. 10C-47S

Term Contract for Pest Control Services

---

RESPONSES ARE DUE PRIOR TO:

**Apr 21, 2010 2:00:00 PM EDT**

---

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

[www.bidsync.com](http://www.bidsync.com)

---

## Bid 10C-47S Term Contract for Pest Control Services

Bid Number	10C-47S
Bid Title	Term Contract for Pest Control Services
Bid Start Date	Mar 24, 2010 9:49:11 AM EDT
Bid End Date	Apr 21, 2010 2:00:00 PM EDT
Question & Answer End Date	Apr 14, 2010 5:00:00 PM EDT
Bid Contact	Christina Scully Purchasing Agent Purchasing 561-963-3804 scully@palmbeach.k12.fl.us
Contract Duration	2 years
Contract Renewal	3 annual renewals
Prices Good for	See Term of Contract
Standard Disclaimer	All responses must be submitted electronically on <a href="http://www.Bidsync.com">www.Bidsync.com</a> by registering with Bidsync
Bid Comments	* THIS IS A NO FEE INVITATION TO BID.

### Item Response Form

Item	10C-47S-1-01 - GROUP A - North Area - (items 1 through 3 inclusive) : ITEM 1 - ELEMENTARY SCHOOLS
Quantity	1 one hundred sq ft
Unit Price	<input style="width: 150px; height: 20px;" type="text"/>
Delivery Location	School District of Palm Beach County FI <u>No Location Specified</u>
	Qty 1

**Description**

Provide a fixed rate of 100 square feet cost for regular/continuing pest control service.

Cost per 100 sq ft will be based on an Average Square Footage per Schools per Area as listed:

Elementary School – 3800 sq ft

Charges indicated shall be for those school centers/structures being serviced on a continuing basis. A regular service is the scheduling of one (1) evenly spaced regular service call per month.

Hours of Service constitutes any hours from 2:00PM to 8:00PM, Monday – Friday.

Note: All bid prices must include travel time, mileage, and any associated expenses and must remain firm throughout the initial contract period.

Bidder(s) are not required to bid on every Group, for example – North, Central, South and West (you can bid on 1 Group or up to all 4 Groups).

Item 10C-47S-1-02 - GROUP A - North Area - (items 1 through 3 inclusive) : ITEM 2 - MIDDLE SCHOOLS

Quantity 1 one hundred sq ft

Unit Price

Delivery Location School District of Palm Beach County FI  
No Location Specified

Qty 1

**Description**

Provide a fixed rate of 100 square feet cost for regular/continuing pest control service.

Cost per 100 sq ft will be based on an Average Square Footage per Schools per Area as listed:

Middle School – 4800 sq ft

Charges indicated shall be for those school centers/structures being serviced on a continuing basis. A regular service is the scheduling of one (1) evenly spaced regular service call per month.

Hours of Service constitutes any hours from 2:00PM to 8:00PM, Monday – Friday.

Note: All bid prices must include travel time, mileage, and any associated expenses and must remain firm throughout the initial contract period.

Bidder(s) are not required to bid on every Group, for example – North, Central, South and West (you can bid on 1 Group or up to all 4 Groups).

Item 10C-47S-1-03 - GROUP A - North Area - (items 1 through 3 inclusive) : ITEM 3 - HIGH SCHOOLS

Quantity 1 one hundred sq ft

Unit Price

Delivery Location School District of Palm Beach County FI  
No Location Specified

Qty 1

**Description**

Provide a fixed rate of 100 square feet cost for regular/continuing pest control service.

Cost per 100 sq ft will be based on an Average Square Footage per Schools per Area as listed:

High School – 6000 sq ft

Charges indicated shall be for those school centers/structures being serviced on a continuing basis. A regular service is the scheduling of one (1) evenly spaced regular service call per month.

Hours of Service constitutes any hours from 2:00PM to 8:00PM, Monday – Friday.

Note: All bid prices must include travel time, mileage, and any associated expenses and must remain firm throughout the initial contract period.

Bidder(s) are not required to bid on every Group, for example – North, Central, South and West (you can bid on 1 Group or up to all 4 Groups).

Item 10C-47S-2-01 - GROUP B - Central Area - (items 1 through 4 inclusive) : ITEM 1 - ELEMENTARY SCHOOLS

Quantity 1 one hundred sq ft

Unit Price

Delivery Location School District of Palm Beach County FI  
No Location Specified

Qty 1

Description

Provide a fixed rate of 100 square feet cost for regular/continuing pest control service.

Cost per 100 sq ft will be based on an Average Square Footage per Schools per Area as listed:

Elementary School – 3800 sq ft

Charges indicated shall be for those school centers/structures being serviced on a continuing basis. A regular service is the scheduling of one (1) evenly spaced regular service call per month.

Hours of Service constitutes any hours from 2:00PM to 8:00PM, Monday – Friday.

Note: All bid prices must include travel time, mileage, and any associated expenses and must remain firm throughout the initial contract period.

Bidder(s) are not required to bid on every Group, for example – North, Central, South and West (you can bid on 1 Group or up to all 4 Groups).

Item 10C-47S-2-02 - GROUP B - Central Area - (items 1 through 4 inclusive) : ITEM 2 - MIDDLE SCHOOLS

Quantity 1 one hundred sq ft

Unit Price

Delivery Location School District of Palm Beach County FI  
No Location Specified

Qty 1

Description

Provide a fixed rate of 100 square feet cost for regular/continuing pest control service.

Cost per 100 sq ft will be based on an Average Square Footage per Schools per Area as listed:

Middle School – 4800 sq ft

Charges indicated shall be for those school centers/structures being serviced on a continuing basis. A regular service is the scheduling of one (1) evenly spaced regular service call per month.

Hours of Service constitutes any hours from 2:00PM to 8:00PM, Monday – Friday.

Note: All bid prices must include travel time, mileage, and any associated expenses and must remain firm throughout the initial contract period.

Bidder(s) are not required to bid on every Group, for example – North, Central, South and West (you can bid on 1 Group or up to all 4 Groups).

Item 10C-47S-2-03 - GROUP B - Central Area - (items 1 through 4 inclusive) : ITEM 3 - HIGH SCHOOLS

Quantity 1 one hundred sq ft

Unit Price

Delivery Location School District of Palm Beach County FI  
No Location Specified

Qty 1

Description

Provide a fixed rate of 100 square feet cost for regular/continuing pest control service.

Cost per 100 sq ft will be based on an Average Square Footage per Schools per Area as listed:

High School – 6000 sq ft

Charges indicated shall be for those school centers/structures being serviced on a continuing basis. A regular service is the scheduling of one (1) evenly spaced regular service call per month.

Hours of Service constitutes any hours from 2:00PM to 8:00PM, Monday – Friday.

Note: All bid prices must include travel time, mileage, and any associated expenses and must remain firm throughout the initial contract period.

Bidder(s) are not required to bid on every Group, for example – North, Central, South and West (you can bid on 1 Group or up to all 4 Groups).

Item	10C-47S-2-04 - GROUP B - Central Area - (items 1 through 4 inclusive) : ITEM 4 - FULTON-HOLLAND EDUCATION SERVICE CENTER
Quantity	1 one hundred sq ft
Unit Price	<input style="width: 150px; height: 20px;" type="text"/>
Delivery Location	School District of Palm Beach County FI <u>SDPBC - School District of Palm Beach County (FHESC)</u> 3300 Forest Hill Blvd West Palm Beach FL 33406 Qty 1

Description

Provide a fixed rate of 100 square feet cost for regular/continuing pest control service.

Cost per 100 sq ft will be based on an Average Square Footage per structure per Area as listed:

Fulton-Holland Educational Center – 4600 sq ft

Charges indicated shall be for those school centers/structures being serviced on a continuing basis. A regular service is the scheduling of one (1) evenly spaced regular service call per month.

Hours of Service constitutes any hours from 2:00PM to 8:00PM, Monday – Friday.

Note: All bid prices must include travel time, mileage, and any associated expenses and must remain firm throughout the initial contract period.

Bidder(s) are not required to bid on every Group, for example – North, Central, South and West (you can bid on 1 Group or up to all 4 Groups).

Item	10C-47S-3-01 - GROUP C - South Area - (items 1 through 3 inclusive) : ITEM 1 - ELEMENTARY SCHOOLS
Quantity	1 one hundred sq ft
Unit Price	<input style="width: 150px; height: 20px;" type="text"/>
Delivery Location	School District of Palm Beach County FI <u>No Location Specified</u> Qty 1

Description

Provide a fixed rate of 100 square feet cost for regular/continuing pest control service.

Cost per 100 sq ft will be based on an Average Square Footage per Schools per Area as listed:

Elementary School – 3800 sq ft

Charges indicated shall be for those school centers/structures being serviced on a continuing basis. A regular service is the scheduling of one (1) evenly spaced regular service call per month.

Hours of Service constitutes any hours from 2:00PM to 8:00PM, Monday – Friday.

Note: All bid prices must include travel time, mileage, and any associated expenses and must remain firm throughout the initial contract period.

Bidder(s) are not required to bid on every Group, for example – North, Central, South and West (you can bid on 1 Group or up to all 4 Groups).

Item	10C-47S-3-02 - GROUP C - South Area - (items 1 through 3 inclusive) : ITEM 2 - MIDDLE SCHOOLS
Quantity	1 one hundred sq ft
Unit Price	<input style="width: 150px; height: 20px;" type="text"/>
Delivery Location	School District of Palm Beach County FI <u>No Location Specified</u>
	Qty 1

**Description**  
Provide a fixed rate of 100 square feet cost for regular/continuing pest control service.

Cost per 100 sq ft will be based on an Average Square Footage per Schools per Area as listed:

Middle School – 4800 sq ft

Charges indicated shall be for those school centers/structures being serviced on a continuing basis. A regular service is the scheduling of one (1) evenly spaced regular service call per month.

Hours of Service constitutes any hours from 2:00PM to 8:00PM, Monday – Friday.

Note: All bid prices must include travel time, mileage, and any associated expenses and must remain firm throughout the initial contract period.

Bidder(s) are not required to bid on every Group, for example – North, Central, South and West (you can bid on 1 Group or up to all 4 Groups).

Item	10C-47S-3-03 - GROUP C - South Area - (items 1 through 3 inclusive) : ITEM 3 - HIGH SCHOOLS
Quantity	1 one hundred sq ft
Unit Price	<input style="width: 150px; height: 20px;" type="text"/>
Delivery Location	School District of Palm Beach County FI <u>No Location Specified</u>
	Qty 1

**Description**  
Provide a fixed rate of 100 square feet cost for regular/continuing pest control service.

Cost per 100 sq ft will be based on an Average Square Footage per Schools per Area as listed:

High School – 6000 sq ft

Charges indicated shall be for those school centers/structures being serviced on a continuing basis. A regular service is the scheduling of one (1) evenly spaced regular service call per month.

Hours of Service constitutes any hours from 2:00PM to 8:00PM, Monday – Friday.

Note: All bid prices must include travel time, mileage, and any associated expenses and must remain firm throughout the initial contract period.

Bidder(s) are not required to bid on every Group, for example – North, Central, South and West (you can bid on 1 Group or up to all 4 Groups).

Item 10C-47S-4-01 - GROUP D - West Area - (items 1 through 3 inclusive) : ITEM 1 - ELEMENTARY SCHOOLS  
 Quantity 1 one hundred sq ft  
 Unit Price   
 Delivery Location School District of Palm Beach County FI  
No Location Specified  
 Qty 1

Description  
 Provide a fixed rate of 100 square feet cost for regular/continuing pest control service.

Cost per 100 sq ft will be based on an Average Square Footage per Schools per Area as listed:

Elementary School – 3800 sq ft

Charges indicated shall be for those school centers/structures being serviced on a continuing basis. A regular service is the scheduling of one (1) evenly spaced regular service call per month.

Hours of Service constitutes any hours from 2:00PM to 8:00PM, Monday – Friday.

Note: All bid prices must include travel time, mileage, and any associated expenses and must remain firm throughout the initial contract period.

Bidder(s) are not required to bid on every Group, for example – North, Central, South and West (you can bid on 1 Group or up to all 4 Groups).

Item 10C-47S-4-02 - GROUP D - West Area - (items 1 through 3 inclusive) : ITEM 2 - MIDDLE SCHOOLS  
 Quantity 1 one hundred sq ft  
 Unit Price   
 Delivery Location School District of Palm Beach County FI  
No Location Specified  
 Qty 1

Description  
 Provide a fixed rate of 100 square feet cost for regular/continuing pest control service.

Cost per 100 sq ft will be based on an Average Square Footage per Schools per Area as listed:

Middle School – 4800 sq ft

Charges indicated shall be for those school centers/structures being serviced on a continuing basis. A regular service is the scheduling of one (1) evenly spaced regular service call per month.

Hours of Service constitutes any hours from 2:00PM to 8:00PM, Monday – Friday.

Note: All bid prices must include travel time, mileage, and any associated expenses and must remain firm throughout the initial contract period.

Bidder(s) are not required to bid on every Group, for example – North, Central, South and West (you can bid on 1 Group or up to all 4 Groups).

---

Item	10C-47S-4-03 - GROUP D - West Area - (items 1 through 3 inclusive) : ITEM 3 - HIGH SCHOOLS
Quantity	1 one hundred sq ft
Unit Price	<input style="width: 150px; height: 20px;" type="text"/>
Delivery Location	School District of Palm Beach County FI <u>No Location Specified</u>
	Qty 1

**Description**

Provide a fixed rate of 100 square feet cost for regular/continuing pest control service.

Cost per 100 sq ft will be based on an Average Square Footage per Schools per Area as listed:

High School – 6000 sq ft

Charges indicated shall be for those school centers/structures being serviced on a continuing basis. A regular service is the scheduling of one (1) evenly spaced regular service call per month.

Hours of Service constitutes any hours from 2:00PM to 8:00PM, Monday – Friday.

Note: All bid prices must include travel time, mileage, and any associated expenses and must remain firm throughout the initial contract period.

Bidder(s) are not required to bid on every Group, for example – North, Central, South and West (you can bid on 1 Group or up to all 4 Groups).

**SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT  
3300 Forest Hill Boulevard, Suite A-323  
West Palm Beach, FL 33406-5813**

**INVITATION TO BID  
Bidder Acknowledgement**

**Vendor Name:**

**Vendor Mailing Address:**

**Area Code/Telephone Number:**

**Toll-Free Telephone Number:**

**Fax Number:**

**Vendor E-Mail Address:**

**Vendor Web Address:**

**FEID No. of SS #:**

**Terms:**

**Delivery**  **calendar  
Days after receipt of order:**

**ANTI-COLLUSION**

**By electronically submitting your bid, the bidder certifies that they have not divulged, discussed or compared their bid with other bidders and have not colluded with any other bidder or parties to a bid whatever. No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid lists for the School District of Palm Beach County, Florida.**

**Name of Company Representative Submitting Bid**

**Title of Company Representative Submitting Bid**

**Date**

## **10C-47S - INSTRUCTIONS TO BIDDERS**

The General Conditions for Bids, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of the Invitation to Bid, and by reference are made a part thereof.

1. **PURPOSE:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for The School Board of Palm Beach County, Florida (hereinafter referred to as the "Board"), the corporate body politic that governs, operates, controls, and supervises the School District of Palm Beach County, Florida (hereinafter referred to as "District").
2. **ANTI-COLLUSION:** By electronically submitting a bid, the bidder certifies that it has not divulged, discussed or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the bidder from all bid lists for the School Board of Palm Beach County, Florida.
3. **ANTI-DISCRIMINATION:**
  - a. The bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.
  - b. The bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in the Palm Beach County School Board Policy 6.143. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.
4. **BIDS:** Bids will be received electronically through a secure mailbox at BidSync, Inc. until the date and time as indicated in this bid document. Bids will be opened publicly at the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406-5813, and all bidders and general public are invited to attend. It is the sole responsibility of the bidder to ensure its bid reaches BidSync on or before the closing date and hour as indicated in this bid document.
5. **CONTRACT:** The submission of your bid constitutes a firm offer by the bidder. Upon acceptance by the Board, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The Invitation to Bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the Board. Unless otherwise stipulated in

the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

6. **WITHDRAWAL:** When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and the request will be reviewed for consideration. In no case shall a bidder be granted a release from a bid more than one time in a two-year period. A bidder may not withdraw a bid after the final call for bids at a designated time of opening.
7. **DEFAULT:** In case of default by the bidder, the Board may procure the articles or services from other sources and hold the bidder responsible for any excess costs incurred thereby.
8. **FUNDING OUT/ CANCELLATION OR TERMINATION WITH OR WITHOUT CAUSE:**

A. With Cause: In the event any of the provisions of the Contract are violated by the bidder, the Superintendent or designee shall give written notice to the bidder stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the Board or its designee for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.

B. Without Cause: The Board or its designee reserves the right to terminate any contract resulting from this Invitation to Bid at any time and for no reason whatsoever, upon giving 30 days prior written notice to the bidder. If the Contract should be terminated for convenience as provided herein, the Board shall be relieved of all obligations under said Contract. The Board or its designee shall only be required to pay to the successful bidder that amount of the Contract actually performed to the date of termination.

C. Funding Out: Florida School Laws prohibit the Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.

It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this Invitation to Bid and must be agreed to by all bidders:

The Board or its designee may, during the contract period, terminate or discontinue the items covered in this bid for lack of appropriated funds upon the same terms and conditions.

Such prior written notice will state:

1. That the lack of appropriated funds is the reason for termination, and
2. Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by

the equipment covered in this bid from another vendor in the succeeding funding period.

**“This written notification will thereafter release the School Board of Palm Beach County, Florida of all further obligations in any way related to such equipment covered herein”.**

9. **BIDDERS RESPONSIBILITY:** Before submitting its bid, each bidder is required to carefully examine the Invitation to Bid delivery schedule, bid prices and extensions, insurance requirements, licensing requirements, bid closing date and time and to completely familiarize itself with all of the terms and conditions that are contained within the Invitation to Bid. Failure to do so on the part of the bidder will in no way relieve it of any of the obligations and responsibilities which are a part of the Invitation to Bid.

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of award by the Board or time stated in special conditions.

10. **AWARDS:** In the best interest of the District, the Purchasing Department reserves the right to reject any and all bids and to waive any minor irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on the Invitation to Bid 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.

11. **THE JESSICA LUNSFORD ACT:** All awarded bidders who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked. Awarded bidder agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a Level 2 FDLE background check and FBI screening, including fingerprinting by the School District's Police Department, at the sole cost of Awarded bidder. The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance. Awarded bidder shall not begin providing services contemplated by the Invitation to Bid until Awarded bidder receives notice of clearance by the School District and is issued School District badges. Compliance requiring all awarded bidders to register as a visitor before entering school property and proper display of School District badges will be strictly enforced. Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Awarded bidder (or discontinuation of Awarded bidder's services) on the basis of these compliance obligations. Awarded bidder agrees that neither the Awarded bidder, nor any employee, agent or representative of the Awarded bidder who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract.

12. **DISQUALIFYING CRIMES:** *The bidder 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 the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid*

*response, information regarding any of these actions or proposed actions with other governmental agencies.*

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 to provide any goods or services to a public entity, may not submit a bid to contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The awarded bidder or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded bidder must provide documented proof of efforts to comply with this requirement. The Owner may declare any non-compliance or lack of diligent effort by the awarded bidder to comply as a breach of contract and immediately terminate the services of the awarded bidder.

13. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the District.

14. **LOBBYING:** Bidders are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this bid until the administration's recommendation for award has been posted with BidSync, Inc. and at the Fulton Holland Educational Services Center, Purchasing Department area. All oral or written inquiries must be directed through the Purchasing Department.

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel after advertisement and prior to the posted recommendation on the award of the Contract.

Any bidder or any individuals that lobby on behalf of bidder during the time specified will result in rejection / disqualification of said bid.

15. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Board shall be final and binding on both parties.

16. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Specifically, bidder(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter [435](#), Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the awarded bidder's contract at the sole discretion of the District. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

17. **TAXES:** The School District of Palm Beach County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-

8013897253C-1 and Federal Excise Tax No. 59-600783 appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192, Florida Statutes.

18. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Board.
19. **SUBCONTRACTING:** If an awarded bidder intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the bidder's bid or prior to use for approval. No subcontracting will take place prior to bid-awarded bidder furnishing this information and receiving written approval from the District.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the District has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The District reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in the Invitation to Bid.

20. **DEBARMENT:** The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.
21. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated in or near school buildings; nor will violations of Federal and State laws and any applicable Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Paragraph 16, Legal Requirements.

"Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on District property, said employee must be terminated from the Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the Board project shall be terminated. If the independent contractor fails to terminate said employee

or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the Board shall be terminated.

Bidders are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section 435.04, Florida Statutes, will enter onto any school site.

22. **PRODUCT RECALL:** In the event the awarded awarded bidder receives notice that a product delivered by the awarded bidder to the District has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded bidder shall notify the District's Bid Purchasing Agent within two business days of receiving such notice. The District's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded bidder's duty to notify the District's Purchasing Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the District shall include the name and description of the affected product; the approximate date the affected product was delivered to the District; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the District, if necessary to protect the health, welfare, and safety of District students or employees; and any health hazards known to the awarded bidder which may be caused or created by the affected product. The awarded bidder shall, at the option of the Purchasing Department and/or Purchasing Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the District. Unless it was absolutely necessary for the District to dispose of the affected product, the awarded bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the District, without causing significant inconvenience to the District.

At the option of the District, the awarded vendor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded vendor will bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within a reasonable time without significant inconvenience to the District will be considered a default.

**10C-47S - GENERAL CONDITIONS FOR BIDS**

1. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.
2. **JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT:** All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so.

This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

3. **FAILURE TO DELIVER:** Failure to deliver as specified and at bid price will authorize the Board to purchase these items or services from other sources and hold the bidder responsible for any excess costs incurred thereby. Further, the Purchasing Department may recommend to the School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of up to three years.
4. **MINORITY BUSINESS PARTICIPATION:** The School Board of Palm Beach County strongly encourages the use of Minority/Woman owned business enterprises for participation as partners, joint-venturers, prime contractor, subcontractors, and in contracting opportunities. Inquiries regarding listings of District and State Certified Minority and Women can be made to the School District of Palm Beach County's Office of Diversity in Business Practices, 3300 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, (561) 434-8508 or on our web site at <http://www.palmbeachschools.org/mwbe/> .

Bidders who list minority subcontractors as participants in their bids will complete the M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525) and M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526). The summary (FORM 1526) will be submitted with all requests for payment.

The District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Office of Supplier Diversity or the School District of Palm Beach County's Office of Diversity in Business Practices. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the District or the State of Florida Office of Supplier Diversity shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.

In order to receive consideration for M/WBE participation, the bidder or firm(s) to be utilized by the bidder must be certified by the District or the State of Florida at the time that the bid is opened.

The District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Office of Supplier Diversity for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, for certification. The District does not recognize any other certifications.

Graduation (as described in School Board of Palm Beach County Policy 6.143) from the School District M/WBE Certification shall void certification by the State of Florida. Certification shall be verified and point award shall be determined by the Office of Diversity in Business Practices.

5. **CONTRACTOR BID REQUIREMENTS:** As part of its bid, bidder shall provide to the District a list of all instances within the past ten years where a complaint was filed or pending against bidder in a legal or administrative proceeding alleging that bidder discriminated on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of each such complaint, including any remedial action taken.
6. **CONTRACT DISCLOSURE:** Upon the District's request, and upon the filing of a complaint against awarded bidder pursuant to Palm Beach County School Board Policy 6.144, awarded bidder agrees to provide the District, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that bidder has used in the past five years on any of its contracts that were undertaken within the District relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by bidder for each subcontract or supply contract. Awarded bidder agrees to fully cooperate in any investigation conducted by the District pursuant to this Policy. Bidder understands and agrees that violation of this clause is a material breach of the Contract and may result in contract termination, debarment, and other sanctions.
7. **INDEMNIFICATION / HOLD HARMLESS AGREEMENT:** Awarded bidders/bidders shall, in addition to any other obligation to indemnify The School Board of Palm Beach County, Florida and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;
  - A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
  - B. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or

- C. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

This article will survive the termination of the Contract.

8. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of bid submitted.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specific COPYRIGHTS OR PATENT RIGHTS: Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

9. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the response to Invitation to Bid.
10. **OCCUPATIONAL HEALTH AND SAFETY:** Bidder, as a result of award of the bid, delivering any toxic substances item as defined in Code of Federal Regulation Chapter 29, shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
- (1) The potential for fire, explosion, corrosively and reactivity;
  - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  - (3) The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.

- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.

11. **OSHA:** The bidder warrants that the product/services supplied to the School District of Palm Beach County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
12. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
13. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
14. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.
15. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays unless otherwise specified on the purchase order.
16. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.

17. **SAMPLES, DEMONSTRATIONS AND TESTING:**
- A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of Palm Beach County.
  - B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.
  - C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.
18. **INSPECTION AND ACCEPTANCE OF GOODS:** The awarded bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product **to seller at the seller's expense.**
19. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto District property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licensees of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of the bid; further bidder shall be liable for all activities of bidder occasioned by performance of the Contract. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.
20. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.
21. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.

22. **QUANTITIES:** The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by individual locations during the contract period. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

23. **ORDERING PROCEDURE:**

Specific Items: After approval of Contract award by the Board, a letter of contract acceptance will be issued to each successful bidder acknowledging which goods or services have been awarded. Separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid.

Percent Discount Catalog Bids: Separate purchase orders will be issued with pricing based on catalog and/or price lists.

**No item may be shipped or service performed that is not listed on the purchase order.**

24. **POSTING OF BID AND SPECIFICATIONS:** Invitation to Bid with specifications will be posted for review by interested parties at BidSync.com and at the Fulton Holland Educational Services Center, Purchasing Department, 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323, West Palm Beach, FL 33406, on the date of bid electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.

25. **BID PROTEST:** If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in section 120.57(3), Florida Statutes, the Invitation to Bid, and School Board Policy 6.14.

Any person who files an action protesting bid specifications, a decision or intended decision pertaining to this bid pursuant to section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to The School Board of Palm Beach County, Florida in an amount equal to one percent (1%) of the total estimated contract value, but not less than \$500.00 nor more than \$5,000.00. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

26. **TIE BID:** According to FS 287.087, tie bid preference shall be awarded to vendors with Drug Free Work Place programs. Whenever two or more are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free

Work Place program shall be given preference in the award process. In the event both vendors have a Drug Free Work Place preference shall be awarded to the vendor who is certified in the following order: as a M/WBE certified with the School District, as a SBE certified with the School District. If both vendors meet all three requirements, according to standard purchasing practice, the Director or Manager of Purchasing will flip a coin to break the tie. Vendor's company name closest to the letter "A" will always be assigned heads in the coin toss.

27. **INTERPRETATIONS:** Neither BidSync nor any employee of the District is authorized to interpret any portion of the Invitation to Bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum.
28. **SPECIAL CONDITIONS:** If any conflict exists between any of the Special Conditions and/or the Specifications and either the General Conditions for Bids or the Instructions to Bidders, the Special Conditions and/or Specifications shall govern.

## **10C- 47S - SPECIAL CONDITIONS**

- A. **SCOPE:** The purpose and intent of this Invitation to Bid is to secure firm prices and establish a **Term Contract for Pest Control Services**, as specified herein. The award will encompass a minimum of 186 schools and various structures in the School District of Palm Beach County and additional schools and structures may be added anytime during the course of the contract period at a like price of comparable square footage. Treatment areas in the schools and various structures will be primarily school food service areas, excluding dining areas. Other areas that may require treatment are rest rooms, dishwashing areas, laundry areas, serving lines and other areas of the cafeteria, excluding dining areas.
- B. **DELIVERY:** Pest Control Services shall be for various schools and School District structures located throughout the School District of Palm Beach County.
- C. **AWARD:** Contract will be awarded to the lowest bid from a responsive, responsible bidder, unless a State of Florida or District certified Minority/Women Business Enterprise (M/WBE) bid price does not exceed the lowest bidder's price by an amount greater than \$50,000 or 5%, whichever is less. In instances where the certified M/WBE's price difference is greater than \$50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived.

Items in groups as marked, will be awarded by group. (A group is defined as an item with several parts labeled A, B, C, D with a total for the group.) Therefore, it is necessary for a bidder to bid on every item in the particular group for which the bidder submits a bid in order to have a bid considered. It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications the entire group bid will be disqualified. Bidder(s) are not required to bid on every Group, for example – North, Central, South and West (you can bid on one (1) Group or up to all four (4) Groups).

The Purchasing Department or their designee shall award to a primary and a secondary vendor per geographical area and if for some reason (i.e., scheduling problems, non-compliance, missed/late service calls, etc.) the primary vendor cannot accommodate the District, does not adhere to specifications and/or special conditions, the secondary vendor will then be activated at the District's discretion. The secondary vendor will only be called upon in the event the primary vendor is unable to fulfill their contract.

The requirements to qualify for the M/WBE are to be certified either by the State of Florida or the School District of Palm Beach County. The District does not recognize any other certifications. If you have graduated from the certification of the District it negates State Certification. Graduation (as described in Board Policy 6.143) from the District M/WBE Certification Program shall void certification by the State of Florida, if a vendor has exceeded \$2 million annually in sales to the School District for the previous three year period.

For District certification go to <http://www.palmbeachschools.org/MWBE> website and complete the M/WBE certification application.

- D. **TERM OF CONTRACT:** The term of this contract shall be for two (2) years from the date of award, and may, by mutual agreement between the School Board of Palm Beach County and the awardee, be renewable for three (3) additional one-year periods. If considering

renewal, the District, through the Purchasing Department, will request a letter of intent to renew from the awardee prior to the end of the current contract period. The contract will be extended ninety (90) days beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. All prices shall be firm for the term of this contract.

- E. **M/WBE GOAL:** The Goal Setting Committee has established a 5% bid preference for participation/utilization of Minority/Women's Business Enterprises.

The Board strongly encourages the use of Minority/Woman owned business enterprises for participation as partners, joint-venturers, prime contractor, sub-contractors, and in contracting opportunities. Inquiries regarding listings of District and State Certified Minority, Women and Disadvantaged Contractors can be made to the Palm Beach County School District's Office of Diversity in Business Practices, 3300 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, or phone (561) 434-8508.

- F. **INSURANCE REQUIREMENTS:** Proof of the following insurance will be furnished by the awarded bidders to the School Board of Palm Beach County by Certificate of Insurance.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Palm Beach County's Purchasing Department, ATTN: Christina Scully, Purchasing Agent, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the School Board of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department but in any respect at least 30 days prior to the commencement of any term. For all contracts with an amount of \$500,000 or more the actual INSURANCE POLICY must be included with the Certificate of Insurance.

1. **WORKERS' COMPENSATION:** Bidder(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.
2. **COMMERCIAL GENERAL LIABILITY:** Awarded bidders shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

3. **BUSINESS AUTOMOBILE LIABILITY:** Awarded bidders shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the contractor indicating the following:

\_\_\_\_\_ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, \_\_\_\_\_ (Company Name) agrees to purchase "Any Auto" coverage as of the date of acquisition.

- G. **PRICE INCREASES:** Bid prices will remain firm for the initial term of the contract. At the time of each renewal bid prices may be adjusted (increase or decrease) due to a market change in the industry. Price adjustments must be justified in writing by the awarded bidder(s) and delivered to the District Purchasing Department no less than twenty-one (21) days in advance of the renewal date to The School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, West Palm Beach, FL 33406-5813, Attn: Christina Scully, Purchasing Agent. The School District reserves the right to accept or reject the price increase and may choose to re-bid the contract if it is deemed to be in the best interest of the School District.
- H. **ESTIMATED DOLLAR VALUE:** No guarantee of the dollar amount of this bid is implied or given.
- I. **MATERIAL SAFETY DATA SHEET:** As per Florida Statutes, Chapter 482, Material Safety Data Sheets are required for materials ordered in this bid. Bidder must supply Materials Safety Data Sheets per school location hereinafter referred to as MSDS within five days of request. Failure to supply a MSDS for the materials and hazardous mixtures to the schools in the allotted time will result in a temporary hold on the invoice(s) for that purchase order until MSDS are received. All MSDS must conform to current OSHA format.
- J. **REFERENCES:** The bidder(s) shall supply five (5) references of companies they have serviced and provided continual work experience in pest control services, which demonstrates an expertise in providing the services stated herein, within the past five (5) years, prior to this bid opening, in order to be given consideration. **Failure to provide this documentation may result in rejection of bid.**
- K. **QUALIFICATIONS:** Provide photocopies of the following (**valid and current**) licenses and/or certificates: **Failure to provide this documentation may result in rejection of bid.**
1. State of Florida Pest Control Business License, per Florida State Statute, Chapter 482.071, issued by the Department of Agriculture and Consumer

Services, Bureau of Entomology and Pest Control.

2. Palm Beach County Local Business Tax Receipt, formerly Occupational License.
3. State of Florida Pest Control Operator's Certificate (Certified Operators), per Florida State Statute, Chapter 482.111, issued by The Department of Health & Rehabilitative Services (HRS) **or** Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control (DACS), clearly showing certification in general household pest control, and rodent control.

The bidder(s) must have an adequate organization, facilities, equipment, and personnel to insure prompt and efficient service. The District reserves the right, before recommending any award, to inspect the facilities to determine ability to perform. The District reserves the right to reject bids where evidence submitted, investigation and/or evaluation, is determined to indicate inability of the bidder to perform.

- L. **AREA REPRESENTATIVE:** Bidder(s) should indicate in space provided on the Area Representative Document the name, address, phone/cell/fax numbers, and email address, of the vendor representative who will be available, upon request, to visit District sites, resolve billing and other problems. Area representative must be English speaking.
- M. **CONTRACTOR'S RESPONSIBILITY:** The successful bidder(s) (hereinafter referred to as the contractor) shall furnish at their expense all pesticide technicians, equipment, machinery, tools, chemicals, materials, labor, transportation, and any other items necessary to fully accomplish pest control service as specified herein. The School District of Palm Beach County (hereinafter referred to as the District) will provide water and electric from the point of closest hookup (no water hoses or electrical cables will be provided) as required.

The contractor is responsible for providing English speaking supervisor and/or pesticide technicians who have been trained and certified by a properly designated State lead agency as competent to handle and apply pesticide products necessary to implement pest control services.

The contractor is responsible for training all technicians assigned to the District; technicians must complete a designated number of hours each year as determined by the Department of Agriculture, Consumer Services, and the Bureau of Entomology and Pest Control. The Technical Training and Verification Form (Form #13662) will be supplied to District upon request as proof of training.

The contractor shall be responsible for the safe use and application of the products used. Protective clothing, equipment and devices shall conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

Contractor will abide by current guidelines and regulations of Integrated Pest Management (IPM).

Contractor shall be responsible to ensure frequent pickup of any and all refuse, rubbish, scrap materials, and debris as a result of their operations so that work site presents a neat and orderly appearance at all times. Contractor shall not deposit any empty or partially empty chemical containers in refuse containers at school campuses or any District facility.

Contractor shall repair and/or replace, at contractor's expense, any damage caused in pursuit of work specified herein, to the District's satisfaction.

Contractor shall be responsible for safeguarding of all equipment, tools, chemicals, materials, etc., at the work site.

- N. **BASIC PROCEDURES AND REQUIREMENTS:** Pest control requirements specified herein shall initially concentrate on, but not be limited to, food service areas on a regular or intermittent basis as required.

The Certified Pest Control Operator for the Department of Facilities Services will act as the Board's representative and contact (hereinafter referred to as the Owner).

The Certified Pest Control Operator shall provide to the contractor a listing of school centers/other locations to be treated on a regular basis. Kitchens, food serving areas, and dry food storage areas will be treated on a regular basis. Regular basis shall be defined as **evenly spaced service calls one (1) per month**, also referred to as continuing service.

The list of schools and other structures to be provided by the Certified Pest Control Operator, for continuing service may be added to or deleted from during the contract period. In addition, District may require service to other schools or structures on an intermittent basis as required.

Service shall be provided to all facilities (food storage areas, kitchens, manager offices, laundry areas, serving lines, dishwashing areas, locker rooms, dry storage areas, rest rooms, food prep areas, walk-in coolers, ceiling areas above kitchen, outside around kitchen only, mechanical & boiler rooms and disposal areas) only during times and under conditions which comply with prudent judgment, current health and environmental regulations and area availability. Certified Pest Control Operator working along with the cafeteria manager and school center administration will provide schedules of recurring activities and provide advance notification of schedule changes.

The Certified Pest Control Operator shall provide to the contractor, a schedule of the various school centers/other locations and the specific hours they will be open to receive service calls. The Certified Pest Control Operator will clearly indicate those school centers/other locations that will require continuing/ongoing service.

Upon receipt of above referenced information, contractor shall provide a schedule within ten working days. This schedule shall indicate the school centers/other locations, day, date, and time that the one (1) evenly spaced service call per month will be performed for those schools/other locations receiving continuing service.

Upon acceptance of their schedule, contractor will strictly adhere to same. Deviations from the schedule can only be authorized by the Certified Pest Control Operator of the Department of Facilities Services. **Failure of contractor to adhere to schedule as approved by Owner will constitute cause for contract default.**

If the contractor's serviceman notes any unsanitary conditions or adverse physical conditions such as broken screens in a food service area which may be a contributing cause to the "pest problem", the contractor shall advise the school Cafeteria Manager in writing with copies to the Department of School Food Services and Facilities Services Certified Pest

Control Operator. The "Integrated Pest Management Report" is an acceptable method of communication.

The absence of roaches, ants, flies, flying insects, silverfish, rodents and other vermin will be evidence of satisfactory pest control service. Both the contractor and/or the owner should feel free to request an evaluation by the Palm Beach County Health Department to determine the effectiveness of either party's responsibilities toward bringing about a vermin free condition.

The contractor shall be responsible for complying with all requirements of chemical contents allowable and methods of application prescribed by the State of Florida and Palm Beach County Health Department. All service and service procedures will be only those that are outlined by the EPA and approved for use by the Department of Agriculture and Consumer Services, Bureau of Entomology. This shall include, but not be limited to, methods of treatment and insecticides, rodenticides, dusts, baits, etc., used. Contractor shall ensure all materials used for service shall be used in compliance with the label on such materials and posting notifications, etc.

In the event a pest control problem or infestation still exists at a given location(s) after a regular service visit, contractor shall schedule additional services, to be performed at **no cost** until control of said problem is achieved, agreed to and approved by Certified Pest Control Operator of Facilities Services and the Contractor. All verification and reporting procedures shall be adhered to in the event of additional services.

- O. **SERVICE SITES/ESTIMATE:** All review of facilities or site visits related to this bid should be coordinated through Harley Saxton, Certified Pest Control Operator for the Department of Facilities Services. Contact Harley Saxton at (561) 687-7089 or cell (561) 722-2386 to schedule site visits or for any other problems that may occur. **Do not contact the school directly.**

1. Bid prices shall include schools/structures listed by AREAS – North, Central, South and West per 100 square feet cost per average square feet for Elementary, Middle and High Schools as specified on the Item Response Form.
2. As the need arises, intermittent services may be required for school center/structures or specific areas not receiving continuing service. Owner shall provide contractor with list of school centers/structures and specific areas therein requiring service. Contractor shall then provide owner with estimate for service within five (5) calendar days after receipt of request, see Additional Information Document for bid prices per 100 square feet for additional school centers/structures.
3. For intermittent services, contractor shall submit invoices detailing name of school center, structure type of area treated, type of treatment and total square footage treated. Individual school centers/structures, when complete, shall be shown as separate line items on invoices.

For continuing service, a monthly charge will be established per bid. Contractor may then show school center/structure name, regular service, and the dollar amount as a single line item and will remain constant for the term of the contract.

**ADDRESS OF DISTRICT SCHOOLS & DISTRICT LOCATION ARE LISTED BY AREA**  
(list's by areas are attached to this bid)

- P. **VERIFICATION OF SERVICE:** Contractor's employee shall report to main office of school center prior to commencement of each service call. The Cafeteria Manager or their representative will provide access to all areas (including secured areas) to be treated and will verify service to be completed.

Contractor shall provide a service verification slip signed and dated by School Food Service personnel or school center representative for each school center in triplicate: one (1) copy to school center, one (1) copy to be sent to the Certified Pest Control Operator, and one (1) copy to be sent to the School Food Service Department.

Verification slip shall indicate school center name, areas treated, date and time of treatment, chemicals (including strength used) and signature of the Cafeteria Manager or designee verifying that service was performed in a satisfactory manner. **NO PAYMENTS SHALL BE MADE WITHOUT THIS VERIFICATION.**

- Q. **TREATMENT HOURS:** Hours of service will be between **2:00PM to 8:00PM**, Monday through Friday. Bidder(s) should have enough staff to accommodate those hours for all schools/structures in the District. Scheduling will be coordinated through the Certified Pest Control Operator and schedules will state which areas are to be serviced. If a technician cannot perform service on a scheduled day, the technician must notify the school Cafeteria Manager and the Certified Pest Control Operator by phone on or prior to the day of service and to reschedule the missed treatment(s).
- R. **INTERMITTENT SERVICE:** Contractor shall at all times have service personnel available for intermittent service on an as-needed basis. Certified Pest Control Operator or a designated representative for Department of Facilities Services may require, as the need arises, service to an area not scheduled on a continuing basis. **Contractor shall respond within a maximum of 24 hours of request to the area requiring said service.** Contractor shall ensure verification and any reports required in accordance with special conditions and specifications outlined herein.
- S. **EMERGENCY SERVICE:** Contractor will at all times have service personnel available for emergency service on an as-needed basis. Contractor will respond to a request for emergency service, as defined in the Specifications, **within six (6) to eight (8) hours or less from the time the request was made at no additional cost to the District.**
- T. **TIME OF COMPLETION:** Time of completion is of the essence. Contractor shall ensure that the one (1) evenly spaced regular monthly services are performed on the scheduled day and time. In addition, any callbacks for service on a continuing basis and intermittent calls for service as the need may arise shall be responded to and serviced within **24 hours of notification.**
- U. **SUB-CONTRACTING:** Subcontracting shall not be allowed for any portion of this bid.
- V. **VARIANCES:** State any variances, however slight, to the bid specifications on the Variances Document included in this bid. If none are indicated, it will be assumed materials and/or services bid are identical to those specified.
- W. **INFORMATION:** Any questions by the prospective bidders concerning this Invitation to Bid should be submitted on BidSync at [www.BidSync.com](http://www.BidSync.com). Christina Scully, Purchasing Agent,

is authorized only to direct prospective bidders to various portions of the bid so they may read and interpret such for themselves. Neither Christina Scully, nor any employee of the District 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. Interpretations of the bid or additional information as to its requirements, where necessary, will be communicated to bidders by an electronic addendum.

- X. **EARLY PAYMENT TERMS:** Offers of discounted payment terms are encouraged and may be offered on the Early Payment Terms Document in this bid.
- Y. **PAYMENT / PAYMENT TERMS:** Payment will be made after the goods/services from the awarded vendor have been received/completed; inspected and found to comply with award specifications, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

The District's payment terms are net 30 days; however, the District will accept terms for early payment. See Attachment per Special Condition X.

**Payment will not be processed until the following occurs:**

1. The complete and satisfactory receipt of all services provided. All pricing in accordance with the bid.
2. The receipt of a properly billed invoice in the Accounting Services Department. **Invoices with price per 100 sq ft and with total square footage should be broken out for Schools/District sites.**

**Invoices to the School Board MUST include the following to permit verification of prices and expedite payment to vendors:**

1. Name and Address of Vendor
2. A Unique Invoice Number
3. Date of Service
4. Line Item Total or Extended Price

**Invoice copy and/or packing slip must be presented at time of Service. Original Invoice must be sent to Accounting Services. Failure to timely submit invoice(s) to Accounting Services as set forth above may significantly delay processing and payment of the invoice.**

**The School Board will not process invoices submitted more than 120 Days after the date the goods or services were delivered without prior approval from the Accounting Services Department.**

**Vendor waives claims for payment of goods and/or services on invoice(s) not received by the Accounting Services Department within 120 Days of the delivery. Prior approval by Accounting Services is required if invoicing will extend past 120 days.**

**The above terms and conditions are agreed to by submitting an offer on this bid.**

- Z. **INCORRECT PRICING/INVOICES:** Any pricing on invoices that is incorrect or freight charges that were not included on the original Purchase Order, must be brought to the attention of the Purchasing Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the District's attention and did not receive written approval via a Change Order issued by the Purchasing Agent will not be honored.
- AA. **CHANGE ORDERS:** Any addition(s) to the Scope of Work or to a Purchase Order as a result of the bid award that adds additional costs must be brought to the School Districts attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order will be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the district's attention and did not result in a Change Order approved by the Purchasing Agent will not be honored.
- BB. **DISTRICT PURCHASING CARD:** The School District has authorized the use of a Purchasing Card with Visa through the Bank of America to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Vendors may be presented these credit cards by authorized School District personnel for the above mentioned purchases. Each cardholder's authorization limit may not exceed \$1,000 daily per vendor effective July 1, 2006 (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under \$1,000.
- CC. **BID QUESTIONS:** All questions related to this bid must be submitted through BidSync and must be received no later than April 14, 2010, at 5:00PM.
- DD. **POSTING OF BID RECOMMENDATION / TABULATIONS:** Bid recommendations and tabulations will be posted electronically with **BidSync** and at the Fulton Holland Educational Services Center Purchasing Department for review by interested parties, at 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323 West Palm Beach, FL, on **April 28, 2010, at 3:00 p.m., EST**, and will remain posted for a period of 72 hours. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all bidders of the new posting date and time.

Any person adversely affected by the decision or intended decision, as defined in School Board Policy 6.14 (4) (a), must file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. Saturdays, Sundays and State Holidays shall be excluded in the computation of the 72-hour time period. The formal written protest must be filed within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or to file a formal written protest within the time prescribed in section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

## **10C-47S - SPECIFICATIONS**

### **GENERAL**

Contractor shall, as part of this bid, be required to provide, perform, and adhere to the following in the pursuit of all pest control work.

The following procedure will be observed by contractor and/or their employees:

- A. As required by The Jessica Lunsford Act, awarded bidder(s) or their employees must register as a visitor before entering school property and must properly display School District badges, thus notifying the school center personnel of their presence and purpose.
- B. Upon completion of service, awarded bidder(s) or their employees will check back through school office, advise of completion of services and obtain verification of services.
- C. Contractor shall establish, in the office of each school Cafeteria Manager's office, a comment/complaint pad. Intended use shall be to centralize in one spot all comments/complaints so action may be taken on next scheduled service call.

However, this shall not be construed by Contractor as an elimination of **call backs** after regularly scheduled service. It is an attempt to provide a point of communication between contractor and school center.

- D. In the event additional service (call back) is required, it shall be accomplished by the contractor at **no additional cost** to the owner. Contractor shall perform additional service within 24 hours of notification.

### **REGULAR/CONTINUING SERVICE**

A regular service is the scheduling of one (1) evenly spaced regular service call per month and consists of the systematic use of:

- A. Residual pesticide in cracks and crevices only.
- B. Compressed air sprayer being limited to spot treatment only (i.e., in or under food service equipment, in storage areas and in garbage areas).
- C. Baits and dusts being limited to label specifications designating areas of application.
- D. Provide an exterior perimeter barrier around kitchen (only) to prevent entry of insects.

Additional regular service, if deemed to be necessary, may be requested at the discretion of the contractor or Certified Pest Control Operator at **no additional charge**.

### **EMERGENCY SERVICE**

Emergency service is defined as any condition that would curtail/prevent food preparation operations in the area affected and will require immediate service. Examples requiring emergency service (but not limited to) are the presence of rats, rodents, wasps and bees. **There will be no additional charge to the District.**

**MISCELLANEOUS**

Contractor shall be advised that any omission of specific details in Special Conditions or Specifications as indicated herein shall not relieve contractor from responsibility for accomplishing the intent of this bid (effective eradication and control of insects and rodents at each location as assigned).

Bidder(s) shall furnish prices for cost of pest control on a per one hundred square feet basis according to area to be treated and by geographical area. All transportation costs, travel time, premium time, overhead, supervision, etc., shall be allowed for and considered in bidder's price. There will be **no other** remuneration to successful bidder(s) above and beyond price bid.

**Geographical areas are on attached "ADDRESS LOCATION BY AREA" documents within this bid.**

Bidder(s) shall indicate on the Item Response Form the per **100 square feet charge** for the geographic area and the particular schools/structures to be treated.

Charges indicated shall be for those school centers/structures being serviced on a continuing basis as follows:

Elementary School – 3800 sq ft

Middle School – 4800 sq ft

High School – 6000 sq ft

Additionally in the Central area is Fulton-Holland Educational Center – 4600 sq ft

Those school centers/structures or rooms treated on an intermittent or as-needed basis will be charged the **per 100 square feet rate** indicated on the Additional Information Document.

**10C-47S ADDITIONAL INFORMATION DOCUMENT**

<b>VENDOR NAME:</b> <input style="width: 250px; height: 15px;" type="text"/>	
<p>This information will not be used in the evaluation of your bid but is required to be completed for bid to be considered. Please indicate in the space provided below, pricing for <b>fixed rate of 100 square ft cost for intermittent services that may be required for additional school centers/structures.</b></p> <p>Hours of Service constitutes any hours from 2:00PM to 8:00PM, Monday - Friday.</p> <p><b>Note:</b> All bid prices must include travel time, mileage, and any associated expenses and must remain firm throughout the initial contract period.</p>	
<b>Additional School Centers/Structures</b>	\$ <input style="width: 100px; height: 15px;" type="text"/> one hundred sq ft

**SCHOOL DISTRICT OF PALM BEACH COUNTY**

**PURCHASING DEPARTMENT**

**10C-47S – REFERENCES**

Per Special Conditions “J”

**This information will be used in the evaluation of this bid.**

List a minimum of five (5) references which show continual work experience in providing pest control services to include nature and scope of work which demonstrates an expertise in providing the services as stated herein within the past five (5) years prior to this bid opening. Please complete all fields of requested information. These firms will be contacted to validate your references.

<b>YOUR COMPANY NAME:</b> <input type="text"/>	
<b>Submitted By:</b> <input type="text"/>	
<b>Reference No. 1</b>	
<b>Name of Firm:</b>	<input type="text"/>
Hours firm can be reached:	<input type="text"/>
Cost of Service:	<input type="text"/>
Date of Service:	<input type="text"/>
Contact Person:	<input type="text"/>
Address:	<input type="text"/>
Phone:	<input type="text"/>
Fax:	<input type="text"/>
Cell Phone:	<input type="text"/>
Email:	<input type="text"/>
<b>Reference No. 2</b>	
<b>Name of Firm:</b>	<input type="text"/>
Hours firm can be reached:	<input type="text"/>
Cost of Service:	<input type="text"/>
Date of Service:	<input type="text"/>
Contact Person:	<input type="text"/>
Address:	<input type="text"/>
Phone:	<input type="text"/>
Fax:	<input type="text"/>
Cell Phone:	<input type="text"/>
Email:	<input type="text"/>
<b>Reference No. 3</b>	
<input type="text"/>	

<b>Name of Firm:</b>	
Hours firm can be reached:	
Cost of Service:	
Date of Service:	
Contact Person:	
Address:	
Phone:	
Fax:	
Cell Phone:	
Email:	

**Reference No. 4**

<b>Name of Firm:</b>	
Hours firm can be reached:	
Cost of Service:	
Date of Service:	
Contact Person:	
Address:	
Phone:	
Fax:	
Cell Phone:	
Email:	

**Reference No. 5**

<b>Name of Firm:</b>	
Hours firm can be reached:	
Cost of Service:	
Date of Service:	
Contact Person:	
Address:	
Phone:	
Fax:	
Cell Phone:	
Email:	

**SCHOOL DISTRICT OF PALM BEACH COUNTY**

**PURCHASING DEPARTMENT**

**10C-47S - AREA REPRESENTATIVE**

Per Special Conditions "L"

Vendor Name:	<input type="text"/>
Area Representative:	<input type="text"/>
Address:	<input type="text"/>
City/Zip Code:	<input type="text"/>
Telephone:	<input type="text"/>
Fax Number:	<input type="text"/>
Cell or Nextel:	<input type="text"/>
Emergency Number:	<input type="text"/>
Email Address:	<input type="text"/>

**SCHOOL DISTRICT OF PALM BEACH COUNTY**

**PURCHASING DEPARTMENT**

**10C-47S - VARIANCES**

Per Special Conditions "V"

<b>VENDOR NAME:</b> <input type="text"/>
--

\*If vendor chooses not to participate in Variances Document please acknowledge by placing N/A here • .

**VARIANCES:** State any variances, however slight, to the above specifications. If none are indicated, it will be assumed materials and/or services bid are identical to those specified.

<div style="border: 1px solid black; height: 150px; width: 100%;"></div>
--

**SCHOOL DISTRICT OF PALM BEACH COUNTY**

**PURCHASING DEPARTMENT**

**10C-47S - EARLY PAYMENT TERMS**

Per Special Conditions "X"

<b>VENDOR NAME:</b> <input style="width: 250px; height: 15px;" type="text"/>
--

If vendor chooses not to participate in Early Payment Terms please acknowledge by placing N/A here • .

<p><b>EARLY PAYMENT:</b> Specify terms and discount for early payment. Check which terms you will be willing to provide for the duration of this contract to the School District. <b>(please choose one)</b></p>
<p><input type="checkbox"/> 0.5% 10 net 30 *</p>
<p><input type="checkbox"/> 0.75% 5 net 30 *</p>

\* Upon receipt of invoice by the School District of Palm Beach County Accounts Payable Department.

**10C-47S - BID PREPARATION CHECKLIST**Vendor Name: 

The Bid Preparation Checklist is a guide to assist the Bidder in verifying the completeness of their Bid. The Bid Preparation Checklist does not relieve the Bidder of the responsibility of ensuring that all requirements of this solicitation are included with submittal of their response. Check off each of the following as you comply:

- € Bidder Acknowledgement
- € Additional Information Document
- € Certificates/License (see Special Conditions **K**)
- € Area Representative Document (see Special Conditions **L**)
- € Variance Document (see Special Conditions **V**)
- € Reference Document (see Special Conditions **J**)
- € Early Payment Terms Document (see Special Conditions **X**)
- € Debarment Certification
- € Minority Certification Information
- € Form 1525, Letter of Intent – M/WBE Subcontractor Participation
- € Form 1526, M/WBE Subcontractor Participation Summary
- € Form 0580, Drug-Free Workplace Certification

**If you need assistance uploading the required additional documentation with your bid, contact BidSync for assistance.**

**Allow sufficient time for completion and submittal of all required documents and uploads. Failure to do so may result in your bid being rejected.**

BID #10C-47S - ADDRESS LOCATION BY AREA - NORTH					
Schools	#	Phone	Address	Zip	Area
Allamanda Elementary	0101	803-7210	10300 Allamanda Dr., PB Gardens	33410	N-1
Beacon Cove Intermediate	2541	366-6410	150 School House Road, Jupiter	33458	N-1
D.D. Eisenhower Elementary	1541	366-6010	2926 Lone Pine Road, Lake Park	33410	N-1
Howell Watkins Middle	0121	776-3653	9480 McArthur Blvd, PB Gardens	33403	N-1
Independence Middle	2621	799-7512	4001 Greenway Drive, Jupiter	33458	N-1
Inlet Grove High	1461	881-4626	7071 Garden Road, Riviera Beach	33404	N-1
JFK Middle	0201	845-4517	1901 Avenue "S", Riviera Beach	33404	N-1
Jerry Thomas Elementary	1651	741-9122	800 Maplewood Drive, Jupiter	33458	N-1
Jupiter Elementary	0071	744-7983	200 S. Loxahatchee Dr., Jupiter	33458	N-1
Jupiter Farms Elementary	2091	741-5410	17400 Haynie Lane, Jupiter	33478	N-1
Jupiter High	0081	744-7918	500 N. Military Trail, Jupiter	33458	N-1
Jupiter Middle	1731	745-7218	15245 N. Military Trail, Jupiter	33458	N-1
Lake Park Elementary	0141	494-1327	410 4rd Street, Lake Park	33403	N-1
Lighthouse Elementary	1931	741-9410	4750 Dakota Drive, Jupiter	33458	N-1
Limestone Creek Elementary	2031	741-9219	6701 Church Street, Jupiter	33458	N-1
Marsh Pointe Elementary	0661	366-6810	12649 Ibiza Drive, Palm Beach Gardens	33418	N-1
Suncoast High	0151	882-3420	600 West 28th Street, Riviera Beach	33404	N-1
Timber Trace Elementary	2011	366-6210	5200 117th Ct. N, PB Gardens	33418	N-1
Washington Elementary	0191	494-1216	1709 W 30th Street, Riviera Beach	33404	N-1
Watson B. Duncan Middle	1971	776-3517	5150 117th Court N., PB Gardens	33418	N-1
William T. Dwyer High	2201	625-7855	13601 N. Military Trail, PB Gardens	33418	N-1
BAK Middle SOA	2511	882-3807	1725 Echo Lake Drive, WPB	33407	N-2
Bear Lakes Middle	1981	615-7713	3505 Shenandoah Blvd., WPB	33409	N-2
Dr. Mary McLeod Bethune Elementary	2491	882-7610	1501 Avenue "U", Riviera Beach	33404	N-2
Egret Lake Elementary	2101	616-7910	5115 47th Place North, WPB	33417	N-2
Grove Park Elementary	1411	904-7710	8330 N. Military Trail, PB Gardens	33410	N-2
Hope-Centennial	0012	640-1210	5298 Stacy Street, WPB	33417	N-2
Indian Ridge School	2411	681-0000	1955 Golden Lakes Blvd., WPB	33411	N-2
Lincoln Elementary	0211	494-1423	1160 Avenue "N", Riviera Beach	33404	N-2
North Palm Beach Elementary	0131	494-1810	401 Anchorage Drive, NPB	33408	N-2

Northboro Elementary	0291	494-1610	400 40th Street, WPB	33407	N-2
Northmore Elementary	0271	494-1710	4111 N. Terrace Drive, WPB	33407	N-2
Palm Beach Gardens Elementary	0111	366-6510	2936 Lone Pine Road, PBG	33410	N-2
Palm Beach Gardens High	1371	694-7311	4245 Holly Drive, P B Gardens	33410	N-2
Palm Beach Lakes High	1851	640-5040	3505 Shiloh Drive, WPB	33407	N-2
Pleasant City Elementary	2591	383-5810	2222 Spruce Ave., WPB	33407	N-2
Roosevelt Elementary	0341	653-5110	1220 15th St., WPB	33401	N-2
Roosevelt Middle	0311	822-0210	1900 N. Australian Ave., WPB	33407	N-2
Seminole Trails Elementary	1711	598-7010	4075 Willow Pond Road, WPB	33417	N-2
U.B. Kinsey/Palmview Elementary	0361	671-6510	800 11th Street, WPB	33401	N-2
West Riviera Elementary	1401	494-1910	1057 W 6th Street, Riviera Beach	33404	N-2
Westward Elementary	0351	653-5210	1101 Golf Avenue, WPB	33401	N-2

BID #10C-47S - ADDRESS LOCATION BY AREA - CENTRAL					
School	#	Phone	Address	Zip	Area
A.W Dreyfoos High	0395	802-6090	501 Sapodilla Avenue, WPB	33401	C-3
Belvedere Elementary	0531	838-5910	3000 Parker Avenue, WPB	33405	C-3
Berkshire Elementary	0601	304-2033	1060 S. Kirk Road, WPB	33406	C-3
C.O. Taylor/Kirklane Elementary	1531	804-3512	4200 Purdy Lane, Palm Springs	33461	C-3
Fulton-Holland Educational Center	9154	434-8614	3300 Forest Hill Blvd, WPB	33406	C-3
Central Western Elementary 03-W			New School - Address & # to follow		
Conniston Middle	0541	802-5408	673 Conniston Road, WPB	33405	C-3
Forest Hill Elementary	0621	434-8518	5555 Purdy Lane, WPB	33415	C-3
Forest Hill High	0581	540-2403	6901 Parker Avenue, WPB	33405	C-3
Greenacres Elementary	0631	649-7210	405 Jackson Ave., Greenacres	33463	C-3
Highland Elementary	0671	202-0519	500 Highland Ave., Lake Worth	33460	C-3
Intensive Transition South	3046	202-0600	1509 Barton Road, Lake Worth	33460	C-4
John I Leonard High	1361	641-1222	4701 10th Avenue N., Greenacres	33463	C-3
Lake Worth High	0691	533-6319	1701 Lake Worth Rd., Lake Worth	33460	C-3
Lake Worth Middle	2131	540-5514	1300 Barnett Drive, Lake Worth	33461	C-3
Liberty Park Elementary	1871	804-3411	6601 Constitution Way, Greenacres	33413	C-3
Meadow Park Elementary	0591	357-2829	956 FL Mango Road, WPB	33406	C-3
North Grade Elementary	0681	202-9318	824 N. "K" Street, Lake Worth	33460	C-3
Palm Beach Public Elementary	0421	822-0726	239 Coconut Row, Palm Beach	33480	C-3
Palm Springs Elementary	0651	804-3026	101 Davis Road, Lake Worth	33461	C-3
Palm Springs Middle	0611	434-3308	1560 Kirk Road, WPB	33406	C-3
Palmetto Elementary East	0561B	202-0413	835 Palmetto Street, WPB	33405	C-3
Palmetto Elementary West	0561	202-0456	5801 Parker Ave., WPB	33405	C-3
South Olive Elementary	0572	202-0219	7101 S. Olive Avenue, WPB	33405	C-3
Barton Elementary	0741	540-9107	1700 Barton Road, Lake Worth	33460	C-4
Christa McAuliffe Middle	1821	374-6611	6500 Le Chalet Blvd, Boynton Beach	33437	C-4
Coral Reef Elementary	2581	804-3723	6151 Hagen Ranch Road, Lake Worth	33467	C-4
Crystal Lakes Elementary	2121	292-6610	6050 Gateway Blvd., Boynton Beach	33437	C-4
Diamond View Elementary	3261	304-4224	5300 Haverhill Road, Greenacres	33463	C-4
Discovery Key Elementary	2721	491-8222	3550 Lyons Road, Lake Worth	33467	C-4

Freedom Shores Elementary	2671	804-3132	3400 Hypoluxo Road, Boynton Beach	33436	C-4
Heritage Elementary	2571	804-3228	5100 Melaleuca Lane	33463	C-4
Hidden Oaks Elementary	0011	804-3840	7685 S. Military Trail, Lake Worth	33463	C-4
Indian Pines Elementary	1861	804-3305	6000 Oak Royal Drive, Lake Worth	33463	C-4
L.C. Swain Middle	0021	649-6946	5332 Lake Worth Road, Greenacres	33463	C-4
Lantana Elementary	0751	202-0318	710 W. Ocean Avenue, Lantana	33462	C-4
Lantana Middle	0761	540-3417	1225 W. Drew Street, Lantana	33462	C-4
Manatee Elementary	2241	357-1810	7001 Charleston Shores Blvd., L W	33467	C-4
Park Vista High	2001	491-8452	7900 Jog Road, Lake Worth	33467	C-4
Royal Palm School ESE	1801	357-1910	6650 Lawrence Road, Lantana	33462	C-4
Santaluces High	1611	642-6234	6880 Lawrence Road, Lantana	33462	C-4
South Grade Elementary	2431	202-9413	716 South "K" Street, Lake Worth	33460	C-4
Starlight Cove Elementary	0771	804-3615	6300 Seminole Drive, Lantana	33462	C-4
Tradewinds Middle	2781	493-6443	5090 S. Haverhill Road, Lake Worth	33463	C-4
Woodlands Middle	1921	357-0319	5200 Lyons Road, Lake Worth	33467	C-4

BID #10C-47S - ADDRESS LOCATION BY AREA - SOUTH					
School	#	Phone	Address	Zip	Area
Atlantic High School	0862	243-1504	2455 W Atlantic Ave, Delray Beach	33445	S-5
Banyan Creek Elementary	1891	894-7110	4243 Sabal Lakes Rd., Delray Beach	33445	S-5
Boynton Beach High	2361	752-1228	4975 Park Ridge Blvd.	33426	S-5
Carver Middle	2041	638-2116	101 Barwick Road	33445	S-5
Citrus Cove Elementary	2071	292-7010	8400 Lawrence Road, Boynton Beach	33436	S-5
Congress Middle	1581	374-5612	101 S. Congress Ave., Boynton Beach	33426	S-5
Crosspointe Elementary	2731	292-4118	3015 S. Congress Ave, Boynton Beach	33426	S-5
Delray Full Service Center	0904	266-1210	301 SW 14th Ave, Delray Beach	33444	S-5
Forest Park Elementary	0831	292-6910	1201 SW 3rd Street, Boynton	33435	S-5
Galaxy Elementary	0821	739-5610	301 Galaxy Way, Boynton Beach	33435	S-5
Hagen Road Elementary	1421	292-6710	10439 Hagen Ranch Rd., Boynton	33437	S-5
Morikami Park Elementary	1951	984-7310	6201 Morikami Park Road, Delray	33484	S-5
Odyssey Middle	2601	752-1325	6161 Woolbright Road, Boynton Beach	33437	S-5
Orchard View Elementary	2351	894-7410	4050 Old Germantown Rd, Delray	33445	S-5
Pine Grove Elementary	0911	266-1110	400 SW 10th Street, Delray	33444	S-5
Plumosa Elementary	0871	330-3910	1712 NE 2nd Ave., Delray Beach	33444	S-5
Poinciana Elementary	0791	739-5711	1203 Seacrest Blvd., Boynton	33435	S-5
Rolling Green Elementary	0781	202-9521	550 Miner Rd., Boynton Beach	33435	S-5
S.D. Spady Elementary	0881	454-7807	901 NW 3rd Street, Delray Beach	33444	S-5
South Tech Academy	1571	369-7034	1300 SW 30th Ave., Boynton Beach	33426	S-5
Sunset Palms Elementary	0281	752-1156	8650 Boynton Beach Blvd, Boynton Beach	33437	S-5
Village Academy	2811	243-6110	400 SW 12th Ave., Delray Beach	33444	S-5
Addison Mizner Elementary	1451	362-3110	199 S.W. 12th Ave, Boca Raton	33486	S-6
Boca Raton Elementary	0951	544-1710	103 SW 1st Ave., Boca Raton	33432	S-6
Boca Raton High	0961	338-1413	1501 NW 15th Ct., Boca Raton	33486	S-6
Boca Raton Middle	1491	416-8726	1251 NW 8th Street, Boca Raton	33486	S-6
Calusa Elementary	1911	989-7510	2051 Clintmoore Road, Boca Raton	33496	S-6
Coral Sunset Elementary	1811	477-2110	22400 Hammock Street, Boca Raton	33428	S-6
Del Prado Elementary	1741	544-1810	7900 Del Prado Circle, Boca Raton	33433	S-6
Don Estridge Middle	2711	989-7891	1798 NW Spanish River Blvd., Boca	33431	S-6

Eagles Landing Middle	2461	470-7015	19500 Coral Ridge Drive, Boca Raton	33498	S-6
Hammock Pointe Elementary	2081	477-2241	8400 SW 8th Street, Boca Raton	33433	S-6
J.C. Mitchell Elementary	0931	750-4905	2470 SW 5th Ave., Boca Raton	33431	S-6
Loggers Run Middle	1751	883-8011	11584 W Palmetto Pk Rd., Boca Raton	33428	S-6
Olympic Heights High	2181	852-6945	20101 Lyons Road, Boca Raton	33434	S-6
Omni Middle	1991	989-2811	5775 Jog Road, Boca Raton	33496	S-6
Sandpiper Shores Elementary	1961	883-4010	11201 Glades Road, Boca Raton	33498	S-6
Spanish River High	1681	241-2230	5100 Jog Road, Boca Raton	33496	S-6
Sunrise Park Elementary	2691	477-4310	19400 Coral Ridge Drive, Boca Raton	33498	S-6
Verde Elementary	1661	218-6810	6590 Verde Trail, Boca Raton	33433	S-6
Waters Edge Elementary	0031	852-2410	21601 Shorewind Drive, Boca Raton	33428	S-6
West Boca Raton High	3251	672-2070	12811 Glades Road, Boca Raton	33498	S-6
Whispering Pines Elementary	1781	672-2710	9090 Spanish Isles Blvd., Boca	33496	S-6

BID #10C-47S - ADDRESS LOCATION BY AREA - WEST					
School	#	Phone	Address	Zip	Area
Cholee Lake Elementary	2761	383-9611	6680 Dillman Road, Greenacres	33413	W-7
Crestwood Middle	1691	753-5017	64 Sparrow Drive, RPB	33411	W-7
Cypress Trails Elementary	1941	904-9010	133 Park Road North, RPB	33411	W-7
Elbridge Gale Elementary	3361	422-9337	1100 Aero Club Drive, Wellington	33414	W-7
Emerald Cove Middle	3371	803-8064	9950 Stribling Way, Wellington, FL	33413	W-7
Equestrian Trails Elementary	3341	904-9610	9720 Stribling Way, Wellington	33413	W-7
Gold Coast School	1641	688-5236	4360 Westgate Ave WPB 33409	33409	W-7
Grassy Waters Elementary	3351	383-9018	3550 N. Jog Road, WPB	33411	W-7
H.L. Johnson Elementary	1761	904-9310	1000 Crestwood Blvd. North, RPB	33411	W-7
Jeaga Middle	2701	242-8026	3777 N. Jog Road, WPB	33411	W-7
Melaleuca Elementary	1441	688-5210	5759 Gun Club Road, WPB	33415	W-7
New Horizons Elementary	2051	651-0510	13900 Greenbriar Blvd., Wellington	33414	W-7
Okeehelée Middle	2151	434-3224	2200 Pinehurst Drive, WPB	33413	W-7
Palm Beach Central High	2631	304-1086	8499 W Forest Hill Blvd. Wellington	33414	W-7
Panther Run Elementary	2161	804-3919	10775 Lake Worth Rd., Lake Worth	33467	W-7
Pine Jog Elementary	0051	565-5410	6315 Summit Blvd., West Palm Beach	33415	W-7
Polo Park Middle	2611	333-5532	11901 Lake Worth Road, Wellington	33414	W-7
Royal Palm Beach Elementary	2741	633-4410	11911 Okeechobee Blvd., RPB	33411	W-7
Royal Palm Beach High	2331	753-4041	10600 Okeechobee Blvd., RPB	33411	W-7
Turning Point	0842	681-3700	1950 Benoist Farms Road, WPB	33411	W-7
Wellington Elementary	1671	651-0610	13000 Paddock Drive, Wellington	33414	W-7
Wellington High	2191	795-4925	2101 Greenview Shores Blvd. Welling	33414	W-7
West Gate Elementary	0481	684-7110	1545 Loxahatchee Drive, WPB	33409	W-7
Wynnebrook Elementary	1391	598-7410	1167 Drexel Road, WPB	33417	W-7
Acreage Pines Elementary	2141	904-9510	14200 Orange Blvd.	33470	W-8
Belle Glade Elementary	2401	829-4827	500 NW Ave L, Belle Glade	33430	W-8
Benoist Farms Elementary	2751	383-9710	1765 Benoist Farms Road, WPB	33411	W-8
Binks Forest Elementary	2561	904-9810	15101 Bent Creek Road, Wellington	33414	W-8
Frontier Elementary	2551	904-9910	6701 180th Ave. North, Loxahatchee	33470	W-8
Glades Central High	2301	993-4464	1001 SW Ave "M", Belle Glade	33430	W-8

Gladeview Elementary	1251	993-8810	1100 SW Ave. "G", Belle Glade	33430	W-8
Golden Grove Elementary	2421	904-9710	5959 140th Ave. North, Loxahatchee	33411	W-8
Gove Elementary	1241	993-8714	900 SE Ave "G", Belle Glade	33430	W-8
KE Cunnigham/Canal Point Elementary	1831	924-9810	37000 Main Street, Canal Point	33438	W-8
Cross Roads Academy	3101	993-4000	1102 NW Ave A, Belle Glade	33430	W-8
Lake Shore Middle	1232	829-1148	425 W. Canal St. North, Belle Glade	33430	W-8
Loxahatchee Groves Elementary	1901	904-9210	16020 Okeechobee Blvd., Loxahatchee	33470	W-8
Osceola Creek Middle	2821	422-2529	6775 180th Ave., Loxahatchee	33470	W-8
Pahokee Elementary	1101	924-9710	560 East Main Place, Pahokee	33476	W-8
Pahokee Middle School 03-MM			New School - Address & # to follow		
Pahokee Middle/Sr. High	1771	924-6413	900 Larrimore Road, Pahokee	33476	W-8
Pierce Hammock Elementary	2861	633-4510	14255 Hamlin Blvd, Loxahatchee	33470	W-8
Pioneer Park Elementary	2371	993-8616	39500 Pioneer Park Rd., Belle Glade	33430	W-8
Rosenwald Elementary	1321	993-8911	1321 MLK Blvd., South Bay	33493	W-8
Seminole Ridge High	3861	422-2662	4601 Seminole Pratt, Loxahatchee	33470	W-8
Wellington Landings Middle	1701	792-8121	1100 Aero Club Drive, Wellington	33414	W-8
Western Pines Middle	2451	792-2526	5949 140th Avenue North, WPB	33411	W-8

**U. S. DEPARTMENT OF AGRICULTURE**

---

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

---

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(Before Completing Certification, Read Instructions on Reverse)**

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

Organization Name:

PR/Award Number or Project Name:

Name and Title of Authorized Representative:

Signature:

Date:

**INSTRUCTIONS FOR CERTIFICATION**

- 1. By signing and submitting this form the prospective lower tier participation is providing the certification set out on the reverse side in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon 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," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section so 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 form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

### THE SCHOOL DISTRICT OF PALM BEACH COUNTY Drug-Free Workplace Certification

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

**IDENTICAL TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

VENDORS SIGNATURE

DATE

COMPANY NAME

**Must be executed and returned with attached bid at time of bid opening to be considered.**

**SCHOOL DISTRICT OF PALM BEACH COUNTY**  
**PURCHASING DEPARTMENT**  
**MINORITY CERTIFICATION INFORMATION**

\* Check here if N/A:  Form **must be submitted** to **BidSync.com**.

<p>Minority Certification applications are available through the Minority Business Enterprise located at:</p> <p style="margin-left: 40px;">Office of Diversity in Business Practices                  School District of Palm Beach County                  3300 Forest Hill Boulevard, Suite A-106                  West Palm Beach, FL 33406-5871                  Phone: (561) 434-8508  <a href="http://www.palmbeach.k12.fl.us/mwbe">http://www.palmbeach.k12.fl.us/mwbe</a></p>								
<p><b>Are you a minority vendor certified by:</b> (Check if appropriate)</p> <p style="margin-left: 40px;">Palm Beach County School District <input type="checkbox"/></p> <p style="margin-left: 40px;">State of Florida <input type="checkbox"/></p> <p>If yes, expiration date <input style="width: 100px;" type="text"/></p> <p>Minority Classification (check one): <input type="checkbox"/> 2-African American, <input type="checkbox"/> 3-Hispanic American,  <input type="checkbox"/> 4-Native American, <input type="checkbox"/> 5-Asian American, <input type="checkbox"/> 6-American Woman, <input type="checkbox"/> 7-Physically Impaired, <input type="checkbox"/> 8-Other</p>								
<p>If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 50%; padding: 5px;"><b>Vendor</b></th> <th style="width: 50%; padding: 5px;"><b>Estimated Dollar Value</b></th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;"><input style="width: 95%;" type="text"/></td> <td style="padding: 5px;">\$ <input style="width: 40%;" type="text"/></td> </tr> <tr> <td style="padding: 5px;"><input style="width: 95%;" type="text"/></td> <td style="padding: 5px;">\$ <input style="width: 40%;" type="text"/></td> </tr> <tr> <td style="padding: 5px;"><input style="width: 95%;" type="text"/></td> <td style="padding: 5px;">\$ <input style="width: 40%;" type="text"/></td> </tr> </tbody> </table>	<b>Vendor</b>	<b>Estimated Dollar Value</b>	<input style="width: 95%;" type="text"/>	\$ <input style="width: 40%;" type="text"/>	<input style="width: 95%;" type="text"/>	\$ <input style="width: 40%;" type="text"/>	<input style="width: 95%;" type="text"/>	\$ <input style="width: 40%;" type="text"/>
<b>Vendor</b>	<b>Estimated Dollar Value</b>							
<input style="width: 95%;" type="text"/>	\$ <input style="width: 40%;" type="text"/>							
<input style="width: 95%;" type="text"/>	\$ <input style="width: 40%;" type="text"/>							
<input style="width: 95%;" type="text"/>	\$ <input style="width: 40%;" type="text"/>							

THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
OFFICE OF DIVERSITY IN BUSINESS PRACTICES

**Letter of Intent**  
**Minority/Women Business Enterprise (M/WBE) Subcontractor Participation**

Form must be submitted to BidSync.com  Check if not applicable

BID/RFP/RFI/ITN or Project Name

BID/RFP/RFI/ITN or Project #

Name of Bidder/Responder

The undersigned intends to perform work with the above project as *(check one)*

- Individual       Partnership       Corporation       Joint Venture

*\* If a joint venture, attach letterhead or other documentation proving relationship.)*

The undersigned intends to perform work with the above project as *(check one)*

- Subcontractor       Subconsultant       Manufacturer       Supplier

- The undersigned is:  Certified with the School District of Palm Beach County M/WBE Coordinator  
 Certified with the State of Florida, Department of General Services (Provisional)

The undersigned is *(check only one in each applicable column)*:

- |  |  |                                     |
|--|--|-------------------------------------|
| <b>Column 1</b>                            | <b>Column 2</b>                          | <b>Column 3</b>                     |
| <input type="checkbox"/> African American  | <input type="checkbox"/> Native American | <input type="checkbox"/> Female     |
| <input type="checkbox"/> Asian American    | <input type="checkbox"/> American Female | <input type="checkbox"/> Male       |
| <input type="checkbox"/> Hispanic American |  | <input type="checkbox"/> Physically |

**PARTICIPATION:** The undersigned intends to perform the following work in connection with the above project.

Item #	CONTRACT (Trade) Items (Description/Division)	Amount
<input type="text"/>		<input type="text"/>
<input type="text"/>		<input type="text"/>
<input type="text"/>		<input type="text"/>

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

If the undersigned intends to sub-contract any portion of this subcontract to a non-certified M/WBE subcontractor, the amount of any such subcontract must be stated \$

Name of M/WBE Subcontracting Firm

Name and Position (type or print)

PBSD 1525 (Rev. 2/6/2009) ORIGINAL – Office of Diversity in Business Practices

**School District of Palm Beach County  
Minority Women Business Enterprise (M/WBE)  
Subcontractor Participation Summary**

\* Check here if N/A: € . Form **must be submitted to bidsync.com.**

BID/RFP or Project Name

BID/RFP or Project Number

Total Bid (Base and Alternatives)

**TO DIRECTOR OF PURCHASING DEPARTMENT**

The M/WBE Subcontractor firms listed below have agreed to participate in this BID/RFP or project for the Contract (Trade) Items and the dollar amounts shown. Letter(s) on Intent (PBSD 1525) for each Subcontractor is (are) attached.

Those Subcontractors represented to me as M/WBE Certified by the M/WBE Coordinator are noted. Also noted are those Subcontractors not presently certified but representing themselves as M/WBE qualified for certification. For those Subcontractors, an identification Statement is attached to their Letter of Intent (PBSD 1525).

CONTRACTOR	CERTIFIED		CONTRACT (TRADES) ITEMS	AMOUNT
	YES	NO		
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>

Total M/WBE Subcontractor Participation \$

Percentage of Total Bid (Base & Alternates)  %

Contracting Firm Name

Name and Position (type or print)

SIGNATURE

DATE

## Question and Answers for Bid #10C-47S - Term Contract for Pest Control Services

### OVERALL BID QUESTIONS

#### Question 1

Can you tell me the Budget limits or prior award pricing (Submitted: Mar 24, 2010 4:16:03 PM EDT)

#### Answer

- Refer to Special Conditions H. (Answered: Mar 25, 2010 8:51:46 AM EDT)

#### Question 2

Please tell me what the prior award pricing was for this contract. (Submitted: Mar 26, 2010 10:36:25 AM EDT)

#### Answer

- View on Purchasing website under Awarded Contracts, Bid# 05C-1CS - Pest Control Services & Tab:

<http://www.palmbeachschools.org/purchasing/bids/purch/contract/index.asp> (Answered: Mar 26, 2010 1:28:30 PM EDT)

#### Question 3

How do we submit our Quailifications as requested in Special Conditions K?? (Submitted: Apr 5, 2010 9:02:22 AM EDT)

#### Answer

- Contact BidSync vendor support at 1-800-990-9339 (option 1) for instructions on uploading documents. (Answered: Apr 5, 2010 10:00:11 AM EDT)

#### Question 4

Under Instructors to bidders # 18 it says no subcontracting yet there is a form provided for SubContracting?? (Submitted: Apr 5, 2010 1:01:27 PM EDT)

#### Answer

- These are the standard forms included in all bid packages. See Special Conditions U. (Answered: Apr 5, 2010 2:49:22 PM EDT)