



THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
SCHOOL BOARD ADMINISTRATION BUILDING  
1450 Northeast Second Avenue  
Miami, FL 33132

**BIDDER QUALIFICATION FORM**

**BID NO.** 109-EE06

**BID TITLE** Pest Control, Extermination and Removal Service

Direct all inquiries to Procurement Management Services:

BUYER NAME:  
G. Jackson

E-MAIL ADDRESS: gjackson@dadeschools.net

PHONE: (305) 995-2345

FAX NUMBER 305-523-2214

TDD PHONE (305) 995-2400

Bids will be accepted until 2:00 PM on March 7, 2006 in room 351, School Board Administration building, 1450 NE 2nd Avenue, Miami, FL., 33132, at which time they will be publicly opened. Bids may not be withdrawn for 120 days after opening. (Refer to Instructions to Bidders, para. IV.B.)

THE SUBMISSION OF THE BID BY THE VENDOR, ACCEPTANCE AND AWARD OF THE BID BY THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AND SUBSEQUENT PURCHASE ORDERS ISSUED AGAINST SAID AWARD SHALL CONSTITUTE A BINDING, ENFORCEABLE CONTRACT. UNLESS OTHERWISE STIPULATED IN THE BID DOCUMENTS, NO OTHER CONTRACT DOCUMENTS SHALL BE ISSUED.

I. A. **BIDDER CERTIFICATION AND IDENTIFICATION**

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid; and I certify that I am authorized to sign this bid for the bidder.

B. Vendor certifies that it satisfies all necessary legal requirements as an entity to do business with the School Board of Miami-Dade County, Florida.

II. **INDEMNIFICATION**

The Bidder shall hold harmless, indemnify and defend the indemnities (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorney's fees and court costs arising out of bodily injury to persons, including death, or damage to tangible property arising out of or incidental to the performance of this Contract (including goods and services provided thereto) by or on behalf of the Bidder, whether or not due to or caused in part by the negligence or other culpability of the indemnity, excluding only the sole negligence or culpability of the indemnity. The following shall be deemed to be indemnities: The School Board of Miami-Dade County, Florida and its members, officers and employees.

III. **PERFORMANCE SECURITY**, is required on this bid. YES ☐ NO ☒

Refer to **INSTRUCTIONS TO BIDDERS**, para. VII., and VI.

IF PERFORMANCE SECURITY IS REQUIRED, PLEASE INDICATE THE TYPE TO BE FURNISHED:

Performance Bond ☐ Check (Cashier's, Certified, or equal) ☐

**An original, manual signature is required on the Bidder Qualification Form.**

**(Bidder is requested to use blue ink)**

**(Do not use pencil)**

**Legal Name of Vendor** \_\_\_\_\_

**Mailing Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

**Telephone No.** \_\_\_\_\_ **E-mail address** \_\_\_\_\_

**By: Signature (Original)**

**Of Authorized Representative** \_\_\_\_\_ **Date** \_\_\_\_\_

**Name (Typed or Printed)**

**Of Authorized Representative** \_\_\_\_\_ **Date** \_\_\_\_\_

# INSTRUCTIONS TO BIDDERS

## NOTICE OF ESTABLISHMENT OF A CONE OF SILENCE

The School Board of Miami-Dade County Public schools enacts a Cone of Silence from issuance of a solicitation to written recommendation of award. All provisions of School Board Rule 6Gx13-8C-1.212 apply.

### I. PREPARATION OF BIDS

A. **BIDDER QUALIFICATION FORM** qualifies the bidder and the bid and must be completed and submitted as page 1 of the bid.

1. **PERFORMANCE SECURITY.** The form of performance security the bidder will submit, when required to do so, must be furnished. Performance security shall not be submitted with the bid.

2. **BIDDER CERTIFICATION AND IDENTIFICATION.** Bid must contain an original manual signature from an authorized representative. An unsigned bid will be considered non-responsive.

B. **INSTRUCTIONS TO BIDDERS.** Defines conditions of the bid.

1. **ORDER OF PRECEDENCE.** Any inconsistency in this bid shall be resolved by giving precedence in the following order:

- A. Specifications
- B. Special Conditions
- C. Instructions To Bidders

2. **FOR MWBE designated bids.** The SPECIAL CONDITIONS-Minority/Women owned and controlled Business Participation Statement and the MWBE Certification Application **MUST** be completed and SUBMITTED with the bid if the bidder is not certified by Miami-Dade County Public Schools. Failure to submit the completed application with the bid will be considered non-responsive.

C. **BID PROPOSAL FORM.** Defines requirement of items to be purchased, and must be completed and submitted as page 2 and subsequent pages, if any, of the bid. The bidder should indicate his/her name in the appropriate space on each page.

1. **ITEM SPECIFICATION.** Specifying a certain brand, make or manufacturer is to denote the quality, type, and standard of the article desired. Articles offered must be new merchandise only, of equal or superior grade. On blank lines provided, the bidder is requested to insert the brand name, manufacturer's number and other information necessary to sufficiently identify article offered. Failure to do so may prevent consideration of the item. Also, refer to paragraph X. Packaging.

2. **PRICES.** Prices are requested in units of quantity specified in the bid specifications. In case of a discrepancy in computing the total amount of bid, UNIT PRICE quoted will govern. All prices bid shall include delivery F.O.B. destination, freight prepaid (bidder pays and bears freight charges. Bidder owns goods in transit and files any claims) and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in BID PROPOSAL FORMS and there received by the designated agent of the Board.

3. **TAXES.** The Board does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of Board-owned real property as defined in Chapter 192 of the Florida Statutes.

### II. SUBMITTING OF BIDS

A. **BID FORMS AND ENVELOPES.** Bids must be submitted on forms furnished by the Board and in sealed envelopes.

Envelopes must be clearly marked with bid number, bid title and bid opening.

B. **ERASURES OR CORRECTIONS.** When filling out the bid proposal form, bidders are required to complete bid proposal in ink.

1. Use of pencil is prohibited.
2. Do not erase or use correction fluid to correct an error.
3. All changes must be crossed out and initialed in ink.

Those bids for individual items that do not comply with items 1, 2 and 3 above will be considered non-responsive for that item(s).

C. **PLACE, DATE AND HOUR.** Bids shall be submitted by U.S. Mail, Courier/Express Service, or deposited in the BID BOX located in Room 351, 8:00 A.M. to 4:30 P.M., Monday through Friday, SCHOOL BOARD ADMINISTRATION BUILDING, 1450 N.E. Second Avenue, Miami, Florida 33132. Bids received after the date and hour specified in the BIDDER QUALIFICATION FORM will not be considered.

D. **PUBLIC ENTITY CRIMES.** Section 287.133(2)(a) Florida Statute. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

E. **SUBMITTING A "NO BID."** If not submitting a bid at this time, return the form entitled "NOTICE TO PROSPECTIVE BIDDERS." Failure to respond, either by submitting a bid or the "NOTICE TO PROSPECTIVE BIDDERS" form for three consecutive times, may result in the company being removed from the School Board's bid list.

F. **AVAILABILITY OF BID INFORMATION.** Immediately following the public opening, bids will be read, upon request, and then compiled in a tabular form, a copy of which will be available for examination in Procurement Management Services.

### III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

An invitation for bids may be canceled, in whole or in part, as may be specified in the solicitation, when it is in the best interest of the Board. The reasons shall be made a part of the master bid file.

A. Prior to opening, a solicitation may be canceled in whole or in part, prior to the date and hour specified in the Bidder Qualification Form for receipt of bids, when the Assistant Superintendent, Procurement Management Services, determines in writing, that such action is in the best interest of the Board for reasons including, but not limited to:

1. The Board no longer requires the supplies, services, or construction;
2. The Board no longer can reasonably expect to fund the procurement;
3. A review of a valid protest filed by a bidder as may be determined by the administrative staff, or
4. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.

B. When a solicitation is canceled prior to opening, notice of cancellation shall be sent to all businesses solicited, via facsimile or mail, and bids or proposals returned to the vendor unopened.

The notice of cancellation shall:

1. Identify the solicitation;
2. Briefly explain the reason for cancellation, and
3. Where appropriate, explain that an opportunity will be given to compete on any future re-solicitation for procurements of similar supplies, services, or construction.

#### IV. CHANGE OR WITHDRAWAL OF BIDS

A. **PRIOR TO BID OPENING.** Should the bidder desire to change or withdraw his/her bid, he/she shall do so in writing. This communication is to be received by the District Director, of Procurement Management, Room 352, School Board Administration Building, prior to date and hour of bid opening. The bidders name, the bid number, the bid title and the date the bid is due must appear on the envelope.

B. **AFTER BID OPENING.** After bids are opened, they may not be changed, nor withdrawn, for 90 days after the determined opening date, unless otherwise specified on the "BIDDER QUALIFICATION FORM."

C. **FAILURE TO ACCEPT BID AWARD.** Bidders who, prior to the Bid Award by The School Board of Miami-Dade County, Florida, indicate that they are unable to accept the bid award shall either:

1. Pay to the Board, as liquidated damages, an amount equal to 5% of the unit price bid, times the quantity, or \$10, whichever amount is larger, or
2. Lose eligibility to transact new business with the Board for a period of 14 months from the date the Board acts on the withdrawn bid.

#### V. PROTESTS TO CONTRACT SOLICITATION OR AWARD

A. The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the district's website [www.dadeschools.net](http://www.dadeschools.net).

B. Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or a formal written protest shall constitute a waiver of these proceedings. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods established herein.

C. All notice of protests will be reviewed by Procurement Management Services, who will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the bidder may seek an administrative hearing pursuant to §120.57 Fla. Stat., by filing a formal written protest within 10 days after filing the notice of protest. Petitions for hearing pursuant to §120.57 Fla. Stat., must be filed in accordance with School Board Rule 6Gx13- 8C-1.064.

#### VI. AWARDS

A. **RESERVATION FOR REJECTION OR AWARD.** The Board reserves the right to reject any or all bids, to waive irregularities or technicalities, and to request rebids. The Board reserves the right to award on an individual item basis, any combination of items, total low bid or, if an alternate bid is accepted, on such terms as are specified for the alternate bid, whichever manner is in the best interest of the Board.

B. **NOTIFICATION OF INTENDED ACTION** will be posted on the District's website 7-10 days prior to a regularly scheduled Board meeting.

C. **OFFICIAL AWARD DATE.** Awards become official upon the Board's formal approval of the award.

D. **PURCHASE ORDERS.** Purchase orders mailed to successful bidders are the official notification to deliver materials described therein; and the time allowed for delivery begins with the date of the purchase order. In the event that the successful bidder fails to deliver the materials in accordance with the terms and conditions of the bid and purchase order, the bidder shall be considered to be in default of the contract and subject to the default provisions stated in Instructions to Bidders, Section VI. E.

E. **DEFAULT.** A vendor who fails to perform according to the terms of the contract (bid) shall be considered in default. In the event of default, which may include, but is not limited to poor performance and/or non-performance, a vendor shall either (1) pay liquidated damages of 10 percent of the unit price of the item(s) awarded times the quantity when no purchase order has been issued, 10 percent of the purchase order when a purchase order has been issued or \$100, whichever is greater or (2) lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Bidders that are determined ineligible may request a hearing pursuant to Chapter 120 of the Florida Statutes, and School Board Rule 6Gx13- 8C-1.064.

F. The intent of the bid documents is to include only the written requirements for materials, equipment, systems, standards and workmanship necessary for the proper execution and completion of the work by the Bidder. The bid documents shall not be construed to create an entitlement to any other scope of work except as specified herein.

#### VII. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

A. **PURPOSE.** A performance bond or check may be required to guarantee performance.

B. **BONDING COMPANY.** Performance Bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting both of the following specifications:

##### 1. Awards Greater than \$500,000

A minimum rating in the latest revision of Best's Insurance Reports of:

<u>Contract Amount</u>	<u>Minimum Rating by A.M. Best</u>
\$ 500,000.01 to \$ 2,500,000	None
\$ 2,500,000.01 to \$ 5,000,000	B + or NA-3
	No Minimum Class
\$ 5,000,000.01 to \$10,000,000	A- Class IV
\$10,000,000.01 or more	A- Class V

Current certificate of authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" shall be accepted for an amount not exceeding the underwriting limitation thereon.

##### 2. Awards of \$500,000 or Less

Bonds shall be written with a surety company or corporation meeting the qualifications as set forth in Paragraph VII.B. above or the qualifications set forth in section 287.0935, Florida Statutes.

C. **AMOUNT.** When required as defined herein, the firm or individual(s) to whom an award has been made shall execute and deliver to The School Board of Miami-Dade County, Florida, a Performance Bond, Cashier's/Certified Check, or equal.

1. Awards less than \$200,000 shall be exempt from performance security.

2. Performance security shall not be required, unless otherwise defined in the bid specifications. If performance security is required, it shall equal 100% of the award amount.

D. **RELEASE OF PERFORMANCE SECURITY.** Return to the Awardee of his/her cash security, or notification to the Awardee and the bonding company to cancel the performance bond; will be made when all goods/services have been accepted and invoices have been approved for payment.

## VIII. SAMPLES

When bid samples are required, the buyer will notify bidder to submit samples of the items bid in accordance with the following procedures:

A. All samples must be identified with the bidder's name, bid number, item number, and product name and number. Where non-compliance with this requirement is noted, said item may be considered as being unidentifiable and may not be eligible for consideration in the award recommendation.

B. All samples are to be delivered within 7 calendar days after receipt of notification from buyer, unless otherwise stated in the Special Conditions of the bid. If the bidder does not submit samples by the date and time indicated by the buyer, the bid submitted for that item may not be considered for award.

C. Bidder must obtain, from Materials Testing and Evaluation, a signed receipt acknowledging delivery of samples. Bidder shall include a self-addressed, stamped envelope for return of sample receipt when submitting samples by mail or delivery service. The bidder will receive the original copy of the receipt and the duplicate copy will remain with the Miami-Dade County Public Schools receiving department as the file copy. Bidder shall be solely responsible for delivery of samples and for retaining sample delivery receipts, which must be presented in any dispute regarding receipt of bid samples.

D. Samples should be delivered to the following address:

MIAMI-DADE COUNTY PUBLIC SCHOOLS  
MATERIALS TESTING AND EVALUATION  
7040 West Flagler Street  
Miami, Florida 33144  
Telephone Number: 786-275-0780

Miami-Dade County Public Schools will not be responsible for samples sent to a location other than the location mentioned in the bid.

E. PAYMENT FOR SAMPLES. The Board will buy no samples and will assume no cost incidental thereto.

F. RETURN OF SAMPLES. Samples not destroyed in testing may be claimed by unsuccessful bidders 14 days after bid award date and by successful bidders 14 days after final payment but the Board will assume no responsibility for samples not claimed within the time specified, and it will pay for no samples damaged in testing.

G. EVALUATION AND TEST RESULTS. If a sample submitted for testing does not comply, the buyer will advise the bidder to contact Materials Testing and Evaluation for further details.

## IX. SUBSTITUTIONS

Should the bidder find it necessary to use a material, equipment, product or system other than specified, the bidder shall secure from the Board, through Procurement Management Services, written approval for the use of the alternate materials, equipment, product or system. The Board is not obligated to approve requests for substitutions and has the discretion to require the bidder to provide the materials as specified in the bid documents. In no case shall the bidder be entitled to additional time and/or money arising out of the Board's failure to approve requests for substitutions.

## X. PACKAGING

A. TYPE. If packaging is different from that specified, the bidder must note the manner and amounts in which packaging is to be made; otherwise the successful bidder shall furnish packaging as specified. All packaging, wrapping and bundling shall be adequate to insure that materials will be received in undamaged condition. The Board assumes no responsibility for damages of any kind incurred in transit.

B. CONTAINER IDENTIFICATION. The following identification shall be printed, stenciled or legibly written in a conspicuous location on each shipping container:

1. BID NUMBER AND/OR PURCHASE ORDER NUMBER
2. VENDOR'S NAME AND/OR TRADEMARK
3. NAME(S) OF ITEM(S) CONTAINED
4. ITEM NUMBER(S) WITH QUANTITY(IES)

## XI. PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by Miami Dade County, Florida, and other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any State of Florida Agency or political subdivision to rebid any or all of these items.

## XII. RECYCLING REQUIREMENTS

Miami-Dade County Public Schools supports recycling and recommends the use of recycled products where possible. Vendors are requested to submit a letter, along with their bid, indicating whether each item bid and/or its packaging contains pre-consumer or post-consumer waste, and if the product and/or packaging may be recycled.

## XIII. ENVIRONMENTAL PRODUCTS

Miami-Dade County Public Schools encourages the use of environmentally safe products.

## XIV. DELIVERY AND BILLING

A. DELIVERY. Saturdays, Sundays, and holidays excepted, deliveries shall be made as follows: Schools and Departments - 8:00 A.M. to 3:00 P.M. Merchandise shall be unloaded at the receiving station of the designated delivery point and received there by a designated agent of the Board. A delivery ticket, or one copy of the invoice, prepared as indicated below, shall accompany each delivery.

B. RECEIVING INSPECTION AND TESTING. Delivered items which do not fulfill all requirements will be rejected. Rejected items shall be removed and replaced promptly by the vendor, at no cost to the purchaser.

C. INVOICES. Each invoice shall be issued by the successful bidder and shall be submitted in DUPLICATE to the Accounts Payable Section, P.O. Box 01-2570, Miami, Florida 33101. To be considered for payment, each invoice must show the following information, which appears on the Purchase Order:

1. Purchase Order Number
2. Item Descriptions
3. Quantities and Units
4. Price Extensions
5. Total price of all items on invoice

D. PAYMENT. Unless otherwise specified by Miami-Dade County Public Schools, payment will be made only after delivery, authorized inspection, and acceptance. Payment will be made only to the successful bidder, unless otherwise requested, in writing, by the successful bidder and accepted by Miami-Dade County Public Schools Administration. When bidders are directed to send invoices to a school, the school will make directed payment to the bidder.

## XV. NO GRATUITY POLICY

It is the policy of Procurement Management Services not to accept gifts, gratuities, or favors of any kind, or of any value whatsoever, from vendors, members of their staffs, or families.

#### **XVI. COMPLIANCE WITH STATE/FEDERAL REGULATIONS**

A. All contracts involving federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(1) and Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the Assistant Superintendent, Procurement Management Services, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the Board makes final payment.

B. For all contracts involving Federal funds in excess of \$10,000, the Board reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the vendor.

#### **XVII. COMPLIANCE WITH LAWS**

Bidders shall comply with all federal, state of Florida and local laws applicable to it and the performance of its obligations under this bid.

#### **XVIII. BACKGROUND SCREENING REQUIREMENTS**

In accordance with the requirements of sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Bidder agrees to certify under oath and penalty of perjury by completing the attached Sworn Statement Pursuant to Sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) and HB 1877, The Jessica Lunsford Act (2005), which is incorporated fully herein by reference, that Bidder and all of its employees who provide or may provide services under this Agreement have completed all background screening requirements as outlined in the above-referenced statutes.

Additionally, Bidder agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes, and further upon obtaining level 2 clearance, must obtain a required Board issued photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Bidder agrees to bear any and all costs associated with acquiring the required background screening - including any costs associated with fingerprinting and obtaining the required photo identification badge. Bidder agrees to require all its affected employees to sign a statement, as a condition of employment with Bidder in relation to performance under this Agreement (bid), agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Bidder/Employer of any arrest(s) or conviction(s) of any offense enumerated in s. 435.04, Florida Statutes within 48 hours of its occurrence.

Bidder agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Bidder agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Bidder

further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. *Failure by Bidder to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of a qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement(bid) by the Board.*

Failure by Bidder to perform any of the duties described in this section shall constitute a material breach of the Agreement (bid) and default entitling the Board to utilize the provisions of section VI. E of this bid as well as entitling the Board to terminate the Agreement(bid) immediately with no further responsibility for the Board to make payment or perform any other duties under this Agreement (bid).

#### **XIX. COMPLIANCE WITH SCHOOL CODE**

Bidder agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further Bidder agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement (bid) and may result in the termination of this Agreement (bid) by the Board.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

  
SUPERINTENDENT OF SCHOOLS

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FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AFFIX  
POSTAGE  
HERE

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
BUREAU OF PROCUREMENT AND MATERIALS MANAGEMENT  
ROOM NO. 352 BID BOX  
1450 N.E. 2<sup>ND</sup> AVENUE  
MIAMI, FLORIDA 33132

BID NO.: 109-EE06  
BID TITLE: Pest Control, Extermination and Removal Service  
BID OPENING DATE: March 7, 2006

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THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
Bureau of Procurement and Materials Management

NOTICE OF PROSPECTIVE BIDDERS

**NO BID**

If not submitting a bid at this time, for informational purpose only, detach this sheet from the bid documents, complete the information requested, fold as indicated, staple, affix postage and return address, and mail. **NO ENVELOPE IS NECESSARY.**

**NO BID SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:**

**Our company does not handle this type of product/service.**

**We cannot meet the specifications nor provide an alternate equal product.**

**Our company is simply not interested in bidding at this time.**

**OTHER, (Please specify)** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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We do not want to be retained on your mailing list for future bids for this type or product and/or service.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

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**NOTE:**

Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from the School Board's bid list. To qualify as a respondent to the bid, vendor must submit a *NO BID*.

# Vendor Information Sheet



1A.

Federal Employer Identification Number

Or

Owner's Social Security Number

1B.

Name of Firm, Individual(s), Partners or Corporation

Street Address

City

State

Zip Code

2. Telephone/Fax/Contact Person

Telephone number

Fax number

Contact Person

E-mail address

3. Ownership Disclosure

If the contract or business transaction is with a corporation, partnership, sole proprietorship, or joint venture, the full legal name and business address shall be provided for the chief officer, director, or owner who holds, directly or indirectly the majority of the stock or ownership. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. **Post Office addresses are not acceptable.**

Name	Title	Address	Gender	Race-ethnicity	Stock Ownership

**NOTE:** The information provided by the vendor on this form should be consistent with that provided on the "Vendor's Application". All vendors must have a current vendor's application on file with M-DCPS, and have provided information and/or be familiar with M-DCPS' policy regarding the following: (a) Employment Disclosure, (b) Drug Free Workplace, (c) Family Leave Policy, (d) Code of Business Ethics, (e) Conflict of Interest, (f) Perception, (g) Gratuities, and (h) Business Meals. Failure to provide M-DCPS a current vendor application may cause the vendor not to be awarded any new business with M-DCPS. Vendor applications can be downloaded at: <http://procurement.dadeschools.net>



Miami-Dade County Public Schools  
**SWORN STATEMENT - NEW CONTRACTS**

ATTACHMENT   A    
**SWORN STATEMENT PURSUANT TO SECTION 1012.465,  
FLORIDA STATUTES AS AMENDED BY  
HB 1877, THE JESSICA LUNSFORD ACT**

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

1. This sworn statement is submitted to The School Board of Miami-Dade County, Fl

(Hereinafter "Board" or "School Board") by \_\_\_\_\_

\_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_  
(Print Name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

and its Federal Employer Identification Number (FEIN) is  
\_\_\_\_\_. If the entity has no FEIN, include the Social Security  
Number (SSN) of the individual signing this sworn statement and so indicate.

2. I, \_\_\_\_\_, am duly authorized to make this  
(Print individual's name and title)  
sworn statement on behalf of \_\_\_\_\_  
(Print Name of entity submitting sworn statement)

3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (hereinafter "The Act" or "Act") was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.

\_\_\_\_\_  
Initials

4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or **“contractual personnel”** by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass “level 2 background screening,” and further I understand the Act defines **“contractual personnel”** to include any vendor, individual, or entity under contract with the Board.
5. I understand that pursuant to section 1012.465, Florida Statutes as amended by the Act, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes.
6. I understand that as a \_\_\_\_\_ (eg. a private bus  

Type of entity

service contractor) all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with The School Board of Miami-Dade County, Florida.
7. I understand that “level 2 screening requirements,” as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.
8. I understand that the School Board will implement local procedures to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04. I understand that my company must comply with these local procedures as they are developed.
9. I understand that any costs and fees associated with the required background screening will be borne by my company.
10. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds.

\_\_\_\_\_  
Initials

11. I understand that the failure of any of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with The School Board of Miami-Dade County, Florida.
12. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, 1012.465, AND 435.04, FLORIDA STATUTES.

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day or \_\_\_\_\_, 20 \_\_\_\_.

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Notary Public -State of \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification)

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

\_\_\_\_\_  
Initials

## INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of Bid#109-EE06

### INDEMNIFICATION

The Vendor shall hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this Contract (including goods and services provided thereto) by or on behalf of the Vendor, whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida and its members, officers and employees.

### INSURANCE

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed, original certificate of insurance signed by an authorized representative of the insurer providing such insurance coverages may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverages and limits shall meet, at a minimum, the following requirements:

1. Commercial General Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the Vendor, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
3. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.

"The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor.

All insurance policies shall be issued by companies with either of the following qualifications:

- (a) The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B+" or better and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

or

- (b) with respect only to the Workers' Compensation insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.

Neither approval nor failure to disapprove the insurance furnished by the Vendor to the School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

The Vendor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the Vendor. The certificate of insurance shall contain the provision that the School Board be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of fifteen (15) calendar days in advance of such expiration.

Unless otherwise notified, the certificate of insurance shall be delivered to:

Miami-Dade County Public Schools  
Office of Risk and Benefits Management  
1500 Biscayne Boulevard, Suite 127  
Miami, Florida 33132

The name and address of Miami-Dade County Public Schools, as shown directly above, must be the Certificate Holder on the certificate of insurance.

The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions regarding these requirements should be directed to Ms. La-Chane Clark at 305-995-7133.

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TITLE Pest Control Extermination and Removal Service					

## SPECIAL CONDITIONS

- PURPOSE:** The purpose of this bid is to establish a contract, with pre-qualified vendors, to furnish all labor, supervision, equipment and materials necessary to perform pest control extermination and removal service at Miami-Dade County Public Schools' facilities. The term of the bid shall be for two years from the date of award, and may, by mutual agreement between Miami-Dade County Public School, and the successful bidder(s), be extended for **two** additional **one** year periods and, if needed, 90 days beyond the expiration date of the current contract period. Procurement Management Services, may if considering to extend, request a letter of intent to extend from the awardee, prior to the end of the current contract period. The successful vendor(s) agrees to this condition by signing its bid.
- AWARD:** The bid will be awarded to all responsive, responsible bidders regularly engaged in the pest control extermination and removal service. The awarded vendor(s) shall respond to "request for quotations" by the requested date. Vendors shall arrange a site visit by contacting the M-DCPS authorized representative as indicated in the Request for Quote. The pre-qualified bidder(s) will be invited to offer a fixed price for a specific job(s). The award of said job(s) will be made to the lowest responsive, responsible bidder(s) meeting specifications. These prices must remain fixed for not less than 30 days.
- LICENSES AND PERMITS:** Bidders must possess and submit with bid a General Household Pest and Rodent Control license issued by the Florida Department of Agriculture and Consumer Services
- WARRANTY:** All work performed by the vendor shall be warranted for a minimum period of one (1) year after final acceptance. All work, material and hardware shall be free from defects and structurally sound during the entire warranty period. All defective material, improper workmanship, and/or other substandard conditions documented by M-DCPS within the warranty period shall be corrected by the vendor ~~at no cost to M-DCPS~~.
- REFERENCES:** Bidder is requested to submit a list of three job references for work of similar scope. References must include contact and phone number in order to verify satisfactory performance. Failure to do so may result in the bidder not being considered for award. (See Attachment B)
- INSURANCE REQUIREMENTS:** Successful vendor(s) are required to have insurance coverage, as specified in the indemnity and insurance form(s), attached hereto and made a part of this bid. The successful vendor(s) must submit completed certificate of insurance form(s), prior to being recommended for award. Failure to submit this form(s), as noted, will result in the vendor(s) not being recommended for the bid award.
- NON-EXCLUSIVITY:** M-DCPS reserves the right to perform, or cause to be performed, the work and services herein described in any manner it sees fit, including, but not limited to, award of other contracts, or to perform the work with its own employees.

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## SPECIAL CONDITIONS CONT'D

8. **TERMINATION AND REMEDY:** M-DCPS reserves the right to terminate, without cause, any work awarded under this contract, or to cancel this contract in its entirety, upon thirty (30) days written notice to the vendor. In the event that the vendor fails to perform any of the services in a satisfactory manner and in compliance with the terms and conditions of this contract, M-DCPS shall notify the vendor, in writing, of the deficiencies, and a specific time frame for correction of such deficiencies. If correction is not effected in an acceptable manner within the allocated time, M-DCPS may, after written notice of default to the vendor, accomplish the work in any manner it chooses, with the cost of such work being deducted from the contract price.
9. **PRE-BID CONFERENCE:** A **pre-bid conference** has been scheduled for at 10:00 a.m. at the Maintenance Operations Center, 12525 N.W. 28<sup>th</sup> Avenue, Miami, Florida 33167 (Second Floor Training Room). All participating vendors are encouraged to attend.
10. **ERASURES OR CORRECTIONS:** When filling out the Bid Proposal Form, bidders are required to use a typewriter or complete bid proposal in ink.
  1. Use of pencil is prohibited.
  2. Do not erase or use correction fluid to correct an error.
  3. All changes must be crossed out and initialed in ink.

Those bids for individual items that do not comply with items 1, 2 and 3 above will be considered non-responsive for that item(s).
11. **VENDOR INFORMATION SHEET:** All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under this bid, M-DCPS requires that the vendor(s) have a current vendor application on file. The information on both documents must be consistent. Failure to comply with this condition may cause the vendor(s) not be awarded any new business. Vendor applications can be downloaded at <http://procurement.dadeschools.net>
12. **OCCUPATIONAL LICENSE:** Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Occupational License Tax requirements in accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license is requested to be submitted with the Bid Proposal. If the Bidder has already complied with this requirement, a new copy is not required while the license is valid and in effect. It is the Bidder's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may cause the bid not to be considered for award.

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## SPECIAL CONDITIONS CONT'D

13. **CONE OF SILENCE:** A Cone of Silence is applicable to this competitive solicitation. Any inquiry, clarification or information regarding this bid must be requested in writing by FAX or E-mail to:

Greg Jackson, Buyer  
Procurement Management  
Fax #305-523-2214  
E-mail: [gjackson@dadeschools.net](mailto:gjackson@dadeschools.net)

A copy of this written request must be sent simultaneously to:

Ileana Martinez, School Board Clerk  
Miami-Dade County Public Schools  
1450 N.E. 2<sup>nd</sup> Avenue, Room 268B  
Miami, Florida 33132  
Fax #305-995-1448  
E-mail: [martinez@dadeschools.net](mailto:martinez@dadeschools.net)

14. **BID ADDENDUMS:** All bidders should monitor continuously, the M-DCPS, Procurement website, for any addendums that may be posted, prior to the opening of this solicitation. The procurement website, which list all bids, addendums, and award information, is as follows: <http://procurement.dadeschools.net>, (click on) bid solicitation.



REFERENCES

1. Company Name \_\_\_\_\_

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

Phone Number \_\_\_\_\_

2. Company Name \_\_\_\_\_

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

Phone Number \_\_\_\_\_

3. Company Name \_\_\_\_\_

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

Phone Number \_\_\_\_\_

## Miami-Dade County Public Schools

Technical specifications for pest control service for selected areas of schools and ancillary facilities.

1. **DESCRIPTION OF SERVICE:** This contract is intended to provide:  
Inspection, evaluation and treatment consistent with the components of the Miami-Dade County Public Schools (M-DCPS) Integrated Pest Management Program (IPM). The successful bidder (s) (Contractor) shall also provide recommendations for structural and procedural modifications necessary to achieve pest prevention.

2. **PESTS AND REQUIRED TREATMENTS:**

**a. Rats/mice:** Intensive treatment of rodents/mice. The treatment shall consist of a minimum of 3 site visits per week for the first month. Two site visits per week are required for the duration of the treatment program. Contractors shall immediately respond to calls to remove dead rodents during this treatment period.

The Contractor shall make a thorough initial inspection of all the areas (classrooms, offices, cabinets, closets, storage rooms, work rooms, ceilings, etc.) included in the request to determine the kinds of rodents present in each area, the extent of the infestation(s), the location of the nesting site(s), and the conditions which are contributing to the rodent infestation, such as the presence of improperly stored food, the presence of pets and improperly stored pet food, improper cleaning and removal of food wastes, cluttered storage, and rodent entry points. This inspection will enable the Contractor to determine the method(s) that will be used to control the rodent population as quickly as possible.

**Rodent removal shall be accomplished using trapping devices only. The use of rodenticide baits and tracking powders is prohibited at school sites except as specified below.**

If the use of rodenticide baits and tracking powders is deemed necessary by the Contractor, after all efforts using trapping devices have failed to eliminate all of the rodents, or conditions exist which do not permit the use of trapping devices, the Contractor shall submit a written proposal, including labels, MSDS, exact method(s) of application, including description of equipment, safety measures, and justification for such use, to the Pest Control Manager, Division of Safety, Emergency Management, 12525 NW 28 Avenue, Room 500, Miami, Florida 33167, FAX: 305-995-4924, who shall provide a written decision as to acceptability.

When rodenticide baits are permitted to be used, they shall be placed in containers qualified as "Tamper Proof" or "Resistant" according to the standards of the United States Environmental Protection Agency (EPA), namely, locked, anchored, and the bait secured inside the bait chamber of the container. The exact location of each container shall be recorded and copies of the records shall be provided to the Facility Administrator where the work is being performed and to the Pest Control Manager. Service reports shall be provided to the treated facility Principal or administrator at the time of each visit. The information on the service reports shall include date and time of service, technician's printed name, bait consumption, type of fecal droppings found in the container, replacement of bait etc. for **each station**.

Use of pelletized rodenticides ("toss-packs" or "place-packs") is not permitted at school sites or ancillary facilities.

Placement of trapping devices in areas where they may be seen or contacted by students, staff or other occupants must be done after hours and the devices, including any captured rodents, must be removed before occupancy the next business day.

Many styles of deadfall (snap) traps, glue traps, multi-catch traps, and live trap are available, as well as many attractant varieties. **The Vendor shall use sufficient quantities of devices and frequent follow-up visits.**

The remaining time of the project period will be used to monitor the effectiveness and to make adjustments as to capture device type, placement and attractant in order to catch the few rodents remaining after the initial intensive period.

The placement locations and types of the traps shall be recorded using diagrams or narratives and the numbers, types and locations of captured rodents shall be recorded and submitted to the Principal or the Principal's Designee. Rodent entry points, and other conditions conducive to rodents shall be noted and reported to the school Principal or the Principal's Designee.

Service visits and procedures shall be arranged and coordinated with the Principal or the Principal's Designee to minimize exposure of the students, staff and visitors to the trapping devices and obtain access to all spaces necessary to inspect and treat. Inspections may be performed during instructional hours, with the permission of the Principal in order to gain access to all cabinets and closets which may be locked by teachers or outside groups (P. T. S. A., After School Care, etc.), or arrange with the Principal for access to these areas.

During the initial phase of this project and until it has been determined that the current rat or mouse population has been eliminated, the Contractor shall make follow-up visits at least every other day. Twice daily visits are required when traps are set in locations which are visible and accessible to building occupants.

Traps which are set in sight shall be removed in the morning before regular daily operations begin and reset after hours unless the traps are placed inside of protective boxes which prevent occupant exposure.

The Contractor shall provide reports of actions taken and results of these actions, as well as information about improving sanitation, housekeeping and maintenance to the Principal or the Principal's Designee at the time of each visit. Timely delivery of action reports and inspection results is of utmost importance to enable the Principal to implement the appropriate procedures as soon as possible. All information required in the performance of pest control activities shall be provided on letter-size (8 1/2-inch by 11-inch) format and legible. All reports and recommendations shall be signed by the Principal, their Assigned Designee or the M-DCPS Pest Control Manager, if present at the time of service.

**Success in pest control is largely determined by the skill, thoroughness and follow-up of the Pest Control Vendor and the cooperation given from all concerned and involved in a particular pest problem.** However, the failure of Miami-Dade County Public Schools to implement any of the Vendor's recommendations for improving sanitation, housekeeping or maintenance procedures shall not relieve the Contractor from its responsibility to effectively suppress or eliminate the rodent population in as short a period of time as possible.

Contractor shall provide quality control inspections

Contractor shall remove all capture devices and other materials at the termination of the project.

Miami-Dade County Public Schools shall not be responsible for missing or damaged materials or equipment belonging to the Contractor.

Vendor shall submit copies of all signed service reports with **invoice** indicating bid number to the Pest Control Manager, Division of Safety and Emergency Management, 12525 NW 28 Avenue, Room 500, Miami, Florida 33167.

**b. Pigeons trapping:** The contractor shall provide pigeon traps, bird feed and visit the site 3 times per week for the duration of the treatment program. Removal and the relocation or destruction of birds shall be included in the cost.

**c. Pigeons exclusion spikes:** The contractor shall install pigeon spikes on identified areas. The pigeon spikes shall be installed in areas not accessible to students, teachers and staff. Spikes shall be Hot Foot, Bird Barrier or equivalent. Only stainless steel spikes will be accepted. The spikes shall be installed

according to manufacturer's specifications. Cleaning of the identified areas shall be included in the cost. The Contractor shall submit a schematic drawing of the proposed installation. The schematic drawing must be approved by the M-DCPS Pest Control Manager before installation.

**d. Pigeons exclusion netting:** The contractor shall install pigeon netting on identified areas. Install Bird Barrier StealthNet, Hot Foot Invisi-Net or equivalent according to manufacturer's installation and training manual to block access to feral pigeons from identified areas. Areas shall be cleaned before netting is installed. The cost shall included all labor, cleaning and materials.

**Clean bird droppings and nesting materials,** (see appendix A cleaning of bird feces) where present from areas where netting will be installed and disinfect same.

Netting shall fit the areas to be protected perfectly so that pigeons cannot enter the protected areas. Netting shall be installed "tight-as-a-drum" to ensure a secure, long-lasting installation that is very hard to see. Loose installations which look unsightly and may entrap birds shall not be accepted.

1. The netting shall be black in color.
2. Mounting systems , which include, but not necessarily limited to, eye bolts, cables, ferrules, turnbuckles and hog or net rings shall be of stainless steel

Eye bolts shall be suitable for attachment into concrete and anchored.

3. Where netting is installed over windows on first and second floors equipped with emergency escape hatches, netting will be cut up the middle approximately five (5) feet and fitted with a two-inch wide by five foot long Velcro release strips attached to netting with hog rings or other suitable fasteners.
4. Plastic tie-wraps, black, for attachment of net to bottoms of roof trusses for additional support and to prevent sagging of netting.

Prior to starting job, coordinate activities, including, but not limited to, arrangements for water and electricity, disposition of scaffolding or other lift equipment.

**Warranty:** Upon completion of satisfactory final inspection, the system installer shall warranty the effectiveness of the system for a period of five (5) years. This warranty will include, but is not limited to:

- (a) All parts and labor.

- (b) Maintenance, including annual inspection by vendor to determine adjustment of turnbuckles to maintain tightness if sagging occurs and repair or replacement of netting and other components caused by deterioration.
- (c) Copies of annual inspection reports and service records when adjustments and/or repairs are made shall be provided to the facility administrator and to the M-DCPS Division of Safety and Emergency Management. Reports shall be on letter-size (8.5 X 11 inch) format.

**e. Pigeon exclusion sheet metal:** The contractor shall install sheet metal (.0075" or .0085" aluminum) on identified areas using stainless steel screws and anchors as necessary.

**f. Smaller Birds such as starlings or sparrows:** The contractor shall install bird netting on identified areas. The contractor shall use 1" mesh and utilize the same specifications as described in (d) **Exclusion netting**

**g. Sparrow or sterling trapping:** The contractor shall trap birds from identified areas. Deploy 4 sparrow/sterling traps, bird feed and visit the site 3 times per week for the duration of the treatment. Removal and the relocation or destruction of birds shall be included in the cost.

**h. Mites:** The contractor shall treat mites in identified areas. The contractor shall use BP100, 1% pyrethrin or equivalent.

**i. Roaches (interior/exterior):** The contractor shall treat identified areas utilizing Maxforce, Avert, Siege or equivalent.

**j. Flying insects (included but not limited to flies, termite swarms, mosquitoes):** The contractor shall treat identified areas utilizing P.I. pyrethrin spray or equivalent.

**k. Spiders:** The contractor shall treat identified areas utilizing Microcare, Cykick or equivalent.

**l. Scorpions:** The contractor shall treat identified areas utilizing Talstar, Suspend or equivalent.

**m. Caterpillars/Centipedes:** The contractor shall treat identified areas utilizing Talstar, Sevin or equivalent.

**n. Removal of dead animals:** The contractor shall remove dead animals from under portables, dumpsters and other areas of the school. The contractor must respond within four hours of being contacted by the M-DCPS Pest Control Manager.

- o. Bees:** The contractor shall treat and eradicate bee hives utilizing Talstar or equivalent.
- p. Wasps:** The contractor shall treat identified areas utilizing Wasp Freeze or equivalent.
- q. Ants interior:** The contractor shall treat identified areas inside a school utilizing Ant Gourmet, Maxforce or equivalent.
- r. Ants exterior:** The contractor shall treat identified outside ground areas utilizing Top Choice, Talstar, or equivalent according to manufacturer's specifications.
- s. Fleas/Ticks:** The contractor shall treat identified areas to eliminate a flea infestation. The treatment shall consist of at least two applications. The Contractor shall apply Archer, Suspend or equivalent according to the manufacturer's specifications.
3. **SCHEDULE OF SERVICE:** Contractors will respond to within 4 hours for calls regarding fleas, bees, dead animals and pigeon mites. Contractors will respond within 3 working days for the remainder of the pests included in this bid.
4. **AREAS OF SERVICE:** The contractor will be contacted with the area of the school and pest problem that requires treatment. Square footage for treatment will be determined by the Pest Control Manager. The contractor will be faxed a completed pest control request form from the Division of Safety and Emergency Management.
5. **SPECIFIED SERVICES:** The contractor shall perform pest control in M-DCPS facilities using the least toxic methods and materials possible to achieve a pest free environment. "Least toxic" shall mean the use of pesticides which have little or no toxicity to man, such as but not limited to, containerized baits, such as MAX FORCE or equivalent, directed powered baits, like STAPLETON's MRF 2000, MAX FORCE gel bait, BUDDY'S mechanical traps. Least toxic shall mean the application of pesticides and non-pesticides treatments to actual and potential pest harborage sites where pests are present, such as voids, cracks and crevices instead of surfaces of floors, baseboards, shelves and table tops. **NOTE: Pesticides are to be applied only needed to eliminate current populations of pests and only the specific harborage sites of pests. The routine use of liquid spray aerosols and powders is not permitted, in regularly occupied areas (such as but not limited to offices, classrooms, kitchens, dining rooms, day care centers, store rooms, etc.), unless written approval is obtained from the M-DCPS Pest Control Manager.**

**The use of powders, dusts, liquids and aerosols is not permitted in areas above drop-ceiling tiles, unless written approval is obtained from the M-DCPS Pest Control Manager. The contractor shall determine the presence and location of where to direct pest control treatments through the use of inspections, visual sightings, monitoring of sticky traps, reports from occupants and other surveillance techniques.**

6. **SAFETY CONSIDERATIONS:** In order to protect both life and property, the Contractor shall adhere to the following:
- A. No pesticides or any other pest control materials shall be given by the Contractor or their representatives to M-DCPS personnel for any reason. All pest control materials and devices used shall be applied, deployed, monitored and services by the Contractor in such a manner that they effectively eliminate the pest populations while not interfering with the health and safety of the facility occupants and routine operations of the facility. If it becomes necessary to use numerous capture devices in an area to harvest many pests, such as rodents, in a short period of time, the Contractor shall deploy these devices after operating hours and collect the devices early the next operating day before the area is occupied.
  - B. Prior to using any additional pest control materials not on the approved list, the Contractor shall submit a written request including justification, method of application, safety precautions to be implemented, complete, legible specimen label and MSDS to the M-DCPS Pest Control Manager. **THE CONTRACTOR SHALL NOT USE ANY PESTICIDE, CHEMICAL OR APPLICATION METHOD THAT IS NOT ON THE APPROVED LIST UNTIL SUCH WRITTEN APPROVAL IS OBTAINED.**
  - C. No aerosol or machine generated foggers, misters or space sprays of any kind used in a M-DCPS facilities by the Contractor unless the Contractor submits written request prior to each intended use and approval is obtained.
  - D. No pesticide applications will be performed while the treated area is occupied by students. No pesticides will be applied to surfaces that can be contacted by students, such as the tops and undersides of tables unless injected into cracks, crevices and inside hollow table legs. Inspections and evaluations of pest problems may be conducted while school is in session.



- E. All pesticide containers used in the treatment of M-DCPS facilities shall be properly labeled with the name and strength of the pesticide product, as prescribed by law.
  - F. No materials or chemicals are to be stored by the Contractor at M-DCPS facilities.
  - G. No empty pesticide containers and excess pesticides are to be discarded by the Contractor at M-DCPS facilities.
  - H. Appropriate protective clothing and equipment consistent with the chemical manufacturer's label and MSDS shall be utilized by the Contractor during pesticide applications.
  - I. M-DCPS reserves the right to obtain product samples at any time during the application to verify that the pesticide complies fully with the pesticides approved by the M-DCPS Pest Control Manager.
  - J. The Contractor shall not apply water based pesticides on into the electrical component of any equipment. The Contractor shall not apply aerosols, mists, or other sprays into areas containing open flames.
  - K. If a Contractor applies a pesticide in a manner inconsistent with the label directions or these specifications, the Contractor's technician will be prohibited access to M-DCPS property. The technician will be reinstated only after the Contractor submits documentation showing the date(s) of training , subject(s) of training and test results to the M-DCPS Pest Control Manager.
7. **CONTRACTOR AND TECHNICIAN CREDENTIALS:** Contractors shall be licensed by the Florida Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control License. Contractors shall have the following personnel.
- A. A full-time Certified Pest Control Operator-in-Charge (C.P.C.O.), minimally certified by the Florida Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control, in the category of General Household Pest and Rodent Control, as prescribed by law. Contractor shall also submit a notarized statement attesting that the Certified Operator-in-Charge is a full time employee of the Contractor and is not employed elsewhere.

NAME OF C.P.C.O.: \_\_\_\_\_

CERTIFICATE NUMBER: \_\_\_\_\_

- B. Contractor's technicians conducting on-site treatments and inspections must hold current, valid company identification cards, issued by the Florida Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control. The Contractor shall submit copies of the required state-issued identification cards.
- C. Any additions of personnel during the terms of this bid must submit copies of the required Florida Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control identification cards. The Contractor shall submit copies of renewals of said identification cards.
- D. The Division of Safety and Emergency Management has fax capabilities 305-995-4924. To enhance the transfer of information the Contractor must show fax capabilities as part of this bid.

Contractor's fax capability: No.: \_\_\_\_\_

- E. The Contractor shall provide three letters of reference from commercial establishments, currently under contract.
- 8. **PESTICIDES LABELS AND MATERIAL SAFETY DATA SHEETS:** The contractor shall have the MSDS sheets available for each pesticide that is used. The MSDS shall be provided to the principal prior to the application of a pesticide.
  - 9. **CONTRACTOR'S EQUIPMENT:** M-DCPS shall not be responsible for the loss or damage to any equipment, pest control materials or devices belonging to the Contractor.
  - 10. **PERSONNEL IDENTIFICATIONS:** All Contractor personnel working in M-DCPS facilities shall wear distinctive clothing and picture identification badge issued by the Contractor. The uniform shall have the Contractor's name easily identifiable and affixed to the uniform. All Contractor's personnel shall carry their employee identification card, issued by the State of Florida, Department of Agriculture and Consumer Services, and show the card when requested.
  - 11. **SERVICE REPORTS:** All service reports must be legibly printed. The pest control company must leave one (1) copies of the service report with the principal and send a copy to the M-DCPS Pest Control Manager. All service reports must have the specific conditions of the school that may contribute to a pest problem such as holes in walls and ceilings, damaged door sweeps, sanitation, and occupant behaviors.

## **APPENDIX A**

### **Cleaning of Bird Feces**

1. The intent of this specification is to provide for the complete removal of pigeon excrement by pressure washing or hand cleaning, if necessary, and application of an approved disinfectant to the exterior walls, shutters, and accessible window areas.
2. The Contractor shall provide all supervision, labor, materials and equipment necessary for pressure washing, hand cleaning, if necessary, and applying an approved disinfectant, such as, Steri-Zone™ disinfectant. Written requests for approval of alternate disinfectant products, including SPECIMEN LABELS and Material Safety Data Sheets (MSDS), shall be submitted to the Pest Control Manager.
3. Disinfectant may be applied as part of the pressure wash process, if so labeled for that use, or applied separately using a hand-held or back pack compressed air sprayer immediately following the removal of the excrement. The Contractor shall deliver the approved disinfectant to the job site in manufacturer's original and unopened containers and packaging, bearing the federally registered labels.
4. The contractor shall provide the water and power source(s) for all equipment used for this project. The school Principal, at their sole discretion, may allow the Contractor to use one or more faucets for water, and electric outlets for power, otherwise the Contractor shall provide its own source of power and clean, potable water for the cleaning process.
5. The Contractor shall provide to its cleaning technician(s) personal protective clothing and equipment (PPE) suitable for protection from possible infectious organisms contained in the bird excrement and from the chemicals used in the cleaning and disinfecting process, such as, but not necessarily limited to coveralls, gloves, boots, hats, goggles or face shield and respirator. The Contractor shall train its technicians in the proper use of PPE.
6. The Contractor shall provide all safety equipment necessary to prevent falls and other injuries which may occur during the cleaning and sanitizing operation. Miami-Dade County Public Schools (M-DCPS) shall not be responsible for injuries incurred by the Contractor's personnel while at M-DCPS facilities.
7. Prior to removal, all excrement must be saturated with water under low

pressure to prevent debris from becoming airborne.

8. The Contractor shall use care to prevent the removal of paint from the surfaces being cleaned by using equipment and methods (adjust water pressure, etc.) suitable for the type of work specified herein.
9. In situations where the bird excrement does not completely dislodge with the pressure washer, the Contractor shall remove the excrement by hand using only nonmetallic tools, such as, plastic spatulas and brushes with natural fiber or nylon bristles, or their equivalent, to prevent the removal of paint and damage to the masonry or other surface being cleaned and sanitized.
10. Removed excrement shall be collected in plastic bags, sealed and removed from the job site and disposed of by the Contractor at a sanitary landfill.
11. All work shall be performed from the outside of the building. Building occupants and the general public must be kept clear of the work site during all operations. It is the Contractor's responsibility to provide all barricades, signage, guards, etc. necessary for public protection.
12. The Contractor shall take all precautions necessary to protect surrounding materials on the site, surfaces of the building not being cleaned, adjacent buildings, pedestrians and vehicles from coming in contact with cleaning chemicals, overspray, spray drift or runoff.
13. The Contractor shall use polyethylene film, masking tape, barriers and whatever means necessary to protect plantings, building occupants, pedestrians and automobiles. The Contractor shall remove such coverings and other protective devices when cleaning operations have been completed at that area of the building.
14. The contractor shall coordinate with the school Principal all times for performing the cleaning and sanitizing operations in order to coordinate accessibility of the job site and availability of school personnel to be present. Cleaning operations shall not be performed during instructional hours.
15. At the conclusion of the cleaning process, the contractor shall remove all materials and equipment from the job site. The Contractor shall be responsible for picking up or cleaning from all walkways, slabs and other paved areas under and around the treatment site, any excrement or other debris dislodged during the cleaning process. Following the completion of the cleaning and sanitizing procedures, the Contractor shall inspect the grounds around the building, pick up all debris, food wrappers, empty containers and any other waste which was generated by the Contractor's personnel. The Contractor shall leave the job site in a clean condition.

16. The Contractor shall not discard any empty disinfectant or other chemical containers at the school site.
17. The Contractor shall clean the accessible window panes and window frames by hand only in order to prevent water from entering into the rooms through cracks which may be present around the window frames and to prevent the breakage of the glass window panes.
18. M-DCPS shall not be responsible for the loss or damage of the Contractor's tools, equipment and materials.