

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
SCHOOL BOARD ADMINISTRATION BUILDING

COMPLETE USING
TYPEWRITER
OR
BALL-POINT PEN
ONLY.

1450 Northeast Second Avenue
Miami, Florida 33132



Direct all inquiries to the
Bureau of Procurement and
Materials Management.

BUYER NAMED:

G. Jackson

PHONE: (305) 995-2345

TDD PHONE (305) 995-2400

BIDDER QUALIFICATION FORM

BID NO. 165-CC06 BID TITLE Pest Control Services, Food Service and Home Economics Laboratories

BIDS WILL BE ACCEPTED UNTIL 2:00 ON 6/26/03 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 BIDS MAY NOT BE WITHDRAWN FOR 120 DAYS AFTER OPENING.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. (SEE INSTRUCTIONS TO BIDDERS, para. I. A.2.)

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 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,
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 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.

III. PERFORMANCE SECURITY. Refer to INSTRUCTIONS TO BIDDERS, para I.A.1., and VI., and check (x) below:

WHEN PERFORMANCE SECURITY IS REQUIRED I WILL FURNISH A:

Performance Bond _____ Check (Cashier's, Certified, or Equal) _____

PLEASE TYPE OR PRINT BELOW

LEGAL NAME OF VENDOR : _____

MAILING ADDRESS : _____

CITY, STATE, ZIP CODE : _____

TELEPHONE NUMBER : _____ FAX # _____

BY: SIGNATURE (ORIGINAL) : _____ DATE _____
OF AUTHORIZED REPRESENTATIVE

NAME (TYPED) : _____ TITLE _____
OF AUTHORIZED REPRESENTATIVE

INSTRUCTIONS TO BIDDERS

I. PREPARING 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 define 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 1X: Packaging.

2. PROTEST OF SPECIFICATIONS. Bidders and proposers may file letters of protest which shall serve as a notice of protest, with the School Board Clerk, and the Bureau of Procurement and Materials Management, within 72 hours prior to the date and hour specified in the Bidder Qualification Form for receipt of bids. The letters of protest will be reviewed by the Bureau of Procurement and Materials Management and 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 § 120.569 and 120.57, Fla. Stat., by filing a formal written protest within 10 days after filing the notice of protest. Petitions for hearing on protests pursuant to § 120.569 and 120.57, Fla. Stat. must be filed in accordance with School Board Rule 6Gx13-8C-1.064. Failure to file a timely notice of protest or failure to file a timely formal written protest shall constitute a waiver of the proceedings. This provision supersedes and governs over any conflicting provision in this document.

3. 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.

4. 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 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).

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 your 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 and Materials Testing.

III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

An invitation for bids or Request For Proposals, or other solicitations 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 Associate Superintendent, Bureau of Procurement and Materials Management, 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; and
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.

C. 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 re-solicitation on any future 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, Division of Procurement Management and Materials Testing, Room 364, School Board Administration Building, prior to date and hour of bid opening. The bidder's 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. 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. AWARD RECOMMENDATION. Bidder/Proposer information phone lines have been established in Procurement Management. Bidders/proposers may call 995-1375, each Friday, to be advised of the recommended bidders or proposers and the time it is contemplated that the recommendation will be made. This information will be provided by school system staff as available. In no case will information as to a recommended bidder/proposer be available later than the Friday preceding the week when the award is scheduled to be made by the School Board or the Superintendent.

Bidders and proposers may file letters of protests, with the School Board Clerk, within 72 hours after the posting of the bid tabulation or receipt of notice of the Board's decision or intended decision. The letters of protest will be reviewed by the Bureau of Procurement and Materials Management and will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the bidder is not satisfied with the response to the protest, he/she may invoke the provisions of §§ 120.569 and 120.57, Fla.Stat. Petitions for hearings on protests pursuant to §§ 120.569 and 120.57, Fla. Stat., must be filed in accordance with School Board Rule 6Gx13-8C-1.064. Protests filed later than the date specified herein shall constitute a waiver of proceedings under Chapter 120 Florida Statutes. This provision supersedes and governs over any conflicting provision in this document.

C. OFFICIAL AWARD DATE. Awards become official when made unless otherwise specified in the award recommendation.

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 in default of the contract and subject to the default provisions stated in Instructions to Bidders, Section V. E.

E. DEFAULT. In the event of default, which may include, but is not limited to non-performance and/or poor performance, the awardees shall pay to the Board as liquidated damages an amount equal to 10% 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. Where no performance bond or check has been required, each awardee who fails to pay the liquidated damages within 15 days after it is invoked shall 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 who are determined ineligible may request a hearing pursuant to §120.569 Fla. Stat., and School Board Rule 6Gx13-8C-1.064.

The Board reserves the right to waive liquidated damages/loss of eligibility.

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.

VI. 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 \$100,000

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

Contract Amount	Minimum Rating by A.M. Best
\$ 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 \$100,000 or Less

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

C. AMOUNT. When required as defined therein, 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.

VI. 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.

Revised February 2001

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: (305) 995-3290

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.** Interested bidders should contact the buyer, prior to the recommendation for award, to determine whether the item(s) submitted complies with the specifications requirements. If the item(s) does not comply, the buyer will advise the bidder to contact Materials Testing and Evaluation for further details.

VII. **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 the Bureau of Procurement and Materials Management, 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.

IX. **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 TRADE MARK
3. NAME(S) OF ITEM(S) CONTAINED
4. ITEM NUMBER(S) WITH QUANTITY(IES)

X. **PURCHASES BY OTHER PUBLIC AGENCIES.**

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by Metropolitan 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.

XI. **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 contain pre-consumer or post-consumer waste, and if the product and/or packaging may be recycled.

XI. **ENVIRONMENTAL PRODUCTS.**

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

XII. **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 the 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 direct payment to the bidder.

XIV. **NO GRATUITY POLICY.**

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

XV. **COMPLIANCE WITH FEDERAL REGULATIONS**

A. All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(j) 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 Associate Superintendent, Bureau of Procurement and Materials Management, 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 grantee (The Board), or subgrantee 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.

XVI. **DISCRIMINATION**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

ADDITIONAL INSTRUCTIONS TO BIDDERS FOR FOOD BIDS

I. PREPARING OF BIDS

A. BIDDERS RESPONSIBILITY. Each bidder shall carefully examine the Instructions to Bidders, specifications, Special Conditions listed and the number of schools to be served. It shall be the responsibility of the bidder to be fully informed as to the number and widespread locations of school. This will be of vital importance to assure the required schedule deliveries arrive on time.

II. AWARDS

A. BASIS FOR AWARDS. The awards of all items on this bid will be made on the basis of low bid meeting specifications, when the portion cost is within the acceptable cost range as determined by the Department of Food and Nutrition.

Award of items using USDA D/F Commodity are made conditional to the successful vendor submitting a current copy of either the commodity processing contract approved by the State of Florida HRS or National Commodity Processing, or a current copy of the signed agreement of their proposed contract that has been submitted and is pending approval.

B. AWARD OF FOREIGN PRODUCTS. Items and/or products grown, produced and processed in the United States or its territories will be considered for award purposes. Metal cans must be welded to insure no lead is utilized. Cans must be soldered. Foreign products will not be considered if a domestic supply is available. If product is not available as produced in the U.S.A., all foreign products must be submitted as an alternate and country of origin must be specified. All wholesomeness as well as grades and origins must be so noted on grade certificates.

All products of foreign origin accepted on the bid must have a pesticide analysis from a certified U.S. lab or Commodity Scientific Support Division (CSSD). If any pesticide residue is in excess of USDA or FDA recommendation, the product will not be considered acceptable. The pesticide analysis must accompany the grade certificate and must cover all shipments.

III. NEW FOOD ITEMS/BRANDS. Suppliers wishing to have new food items or new brands of existing food items approved for inclusion on our next bid must contact the below named for information concerning the submittal of samples: Department of Food and Nutrition c/o Planning and Production Coordinator, 7042 West Flagler Street, Miami, FL 33144, Telephone: (305) 995-3230.

IV. USAGE REPORTS. The successful vendor(s) shall submit a monthly usage report listing the total delivery quantities for each item delivered to each school location and a summary of monthly totals. This usage report must be submitted by the tenth day of the following month. This report shall be directed to: The Department of Food and Nutrition c/o Planning and Production Coordinator, 7042 West Flagler Street, Miami, FL 33144.

V. INSURANCE REQUIREMENTS. Successful vendor(s) are required to have coverage as specified in the indemnity and insurance form. The successful vendor(s) must submit completed certificates of insurance forms within 15 days from notification of award.

VI. USDA CERTIFICATION DOCUMENT. Each vendor is required to complete and submit with the bid the U.S. Department of Agriculture Certification form AD-1048 contained herein. Failure to do so may result in the vendor bid not being considered for award. Awards exceeding \$25,000 will not be made to vendors who have not submitted this form for each specific bid.

VII. NUTRIENT DATA SUBMISSION FORM. Successful vendors are requested to complete and submit a nutrient data submission form to assist in the gathering of nutrient information. Copies of nutrient data submission forms are included for vendor information.

VIII. 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. DELIVERED PRODUCTS. All products delivered shall be identical to the samples submitted for evaluation, and as awarded to successful vendors.

C. UNAUTHORIZED DELIVERIES. The successful vendor(s) will not be authorized to sell and/or deliver any item not listed in this bid. Unauthorized deliveries may result in non-payment of invoices.

D. SUBCONTRACTING DELIVERY. The successful vendor(s) may not be permitted to subcontract for the delivery of any item listed in the award(s) unless stipulated in writing at the time of bid submission, at no additional cost to the purchaser. In such instances, performance responsibility rests completely with the vendor(s) (awardees).

THE BOARD MAY REJECT ANY BID FOR FAILURE BY THE BIDDER TO COMPLY WITH ANY REQUIREMENT STATED ABOVE, IN THE BID PROPOSAL FORM OR IN ATTACHMENTS THERETO WHICH BECOMES PART OF THE BID.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA



SUPERINTENDENT OF SCHOOLS

Revised February 2001

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# 165-CC06

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 \$500,000 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 \$1,000,000 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.

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

R

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 each **officer**, director, and stockholder or owner who holds, directly or indirectly five percent (5%) or more 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

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID	BUYER	PAGE
165-CC06	G. Jackson	SC 1
TITLE		
Pest Control Services-Food Service and Home Economics Laboratories		

SPECIAL CONDITIONS

- 1.. **PURPOSE:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for one year from the date of award, and may, by mutual agreement between The School Board of Miami-Dade County, Florida and the awardee, upon final School Board approval, be renewable for two(2) additional one(1) year period(s) and, if needed, 90 days beyond the expiration date of the current contract period. The Board, through Procurement Management Services, may if considering to renew, request a letter of intent to renew from the awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the Board. All prices shall be firm for the term of the contract. The successful vendor(s) agrees to this condition by signing its bid.
2. **ESTIMATED QUANTITIES:** The estimated quantities provided in the bid proposal are for bidder's guidance only. No guarantee is expressed or implied, as to quantities that will be used during the contract period. The School Board of Miami-Dade County, Florida is not obligated to place an order for any given amount, subsequent to the award of this bid. Estimates are based upon M-DCPS's actual needs and usage during a twelve (12) month period, and include an additional ten percent to cover unanticipated increases in requirements.
3. **SERVICE:** All locations listed herein shall be serviced as listed in the specifications. Required call back services will be at no cost to the purchaser. All services shall be rendered as detailed in the attached specifications. Any ruling of the Environmental Protection Agency, Florida Department of Health and Rehabilitative Services or the Miami-Dade County Health Department issued subsequent to the award of this bid, which shall alter the method of treatment or a specific area contained in the specifications, will be acknowledged by the Board upon presentation of such proof, in writing, by the successful vendor.
4. **ADDITIONS AND DELETIONS:** The number of schools and locations listed is subject to change with additions and/or deletions as required by the Board.
5. **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.
6. **PRICING:** The School Board is cognizant of the fact that the schools differ in size. Vendors are to visit the different school sites and submit an average price per school per category. (Elementary, Middle, Senior High School, etc.). The average price shall be used for all additions and deletions during the term of the contract.
7. **REFERENCES:** Vendors shall provide three (3) written references from any type of facility that the vendor has serviced for at least one(1) year during the last five(5) years.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 165-CC06	BUYER G. Jackson	PAGE SC 2
TITLE Pest Control Services-Food Service and Home Economics Laboratories		

8. **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 requirement. 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.
9. **IDENTIFICATION:** Service personnel **MUST** have a picture identification, either pinned to their clothing or available upon request. The picture identification must identify the person(s) name and current company information. Other forms of picture identification such as drivers license are not acceptable.
10. **INVOICING:** All food service cafeteria locations and classrooms will be included on one master purchase order issued by the Division of Procurement Management. All invoices must be accompanied by a pest control inspection/action report signed by the cafeteria manager or authorized site personnel. Invoices shall be sent to:

School Board of Miami-Dade County, Florida
P.O. Box 01-2570
Miami, FL 33101
Attn: Accounts Payable Department

Home economics labs are the responsibility of each school. The school may either issue a School Board purchase order or a school internal purchase order to pay for the services. School internal purchase orders are to be billed directly to each school. The successful contractor is to contact each school to determine which type of purchase order is to be used. Service is not to be performed without the appropriate purchase order authorization.

11. **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).

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 165-CC06	BUYER G. Jackson	PAGE SC 3
TITLE Pest Control Services-Food Service and Home Economics Laboratories		

12. **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 Bidder(s) not to be awarded any new business. Vendor applications can be downloaded at dcps.dade.k12.fl.us (click District Offices, then click Procurement Management).

The School Board of Miami-Dade County, Florida
 Bid #165-CC06
 Pest Control Services-Food Services and Home Economics Laboratories

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder.
Bid #165-CC06
Title: Pest Control Services-Food Service and Home Economics Laboratories
Buyer: G. Jackson

**PLEASE COMPLETE
ALL SHADED AREAS**

NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	PRICE PER UNIT	MANUFACTURER & MODEL #
	VENDOR SHALL INDICATE MANUFACTURER'S WARRANTY, IF GREATER THAN ONE YEAR				
1	Items 1 through 9 to be awarded on a total low bid basis. Vendors must bid all items. Pest control services for elementary schools in accordance with attached specifications for school cafeterias, food service area and dining area, (including stage area if part of dining area, for any school listed).	201	Schools	Per month/per school	
2	Pest control services for middle schools in accordance with attached specifications for school cafeterias, food service area and dining area, (including stage area if part of dining area, for any school listed).	58	Schools	Per month/per school	
3	Pest control services for senior high schools in accordance with attached specifications for school cafeterias, food service area and dining area, (including stage area if part of dining area, for any school listed).	28	Schools	Per month/per school	
4	Pest control services for home economics laboratories in accordance with attached specifications.	118	Schools	Per month/per school	
5	Pest control service: Classrooms used for eating in accordance with attached specifications.	107	Schools	Per month/per school	
6	Pest control services for alternative education centers in accordance with attached specifications.	6	Schools	Per month/per school	
7	Pest control services for vocational adult education centers in accordance with attached specifications.	5	Schools	Per month/per school	
8	Pest control services for specialized educational centers in accordance with attached specifications.	5	Schools	Per month/per school	
9	Pest control service for additional locations	15	Schools	Per month/per school	

MIAMI-DADE COUNTY PUBLIC SCHOOLS

TECHNICAL SPECIFICATIONS FOR PEST CONTROL SERVICE FOR CAFETERIAS, HOME ECONOMICS COOKING LABORATORIES AND SELECTED CLASSROOMS BID # 165-CC06

1. **DESCRIPTION OF SERVICE:** This contract is intended to provide the pest inspection, evaluation and treatment components of an Integrated Pest Management (IPM) program in the specified areas for Miami-Dade County Public Schools (MDCPS). The successful bidder(s) (Contractor) shall also provide site-specific **recommendations for structural and procedural modifications necessary to achieve pest prevention.**
2. **PESTS INCLUDED AND EXCLUDED:** The contractor shall eliminate rats, mice, cockroaches, flies, ants, silverfish, wasps and any other arthropod pest not specifically excluded from this contract. Populations of these pests which are located outside the facilities listed herein, but within the property boundaries, are included. Populations of the following pests are excluded from this contract: Birds, bats, snakes, and all other vertebrates other than communal rodents, termites and other wood-destroying organisms, mosquitoes, pests that primarily feed on outdoor vegetation. However, individuals of pests which primarily feed on outdoor vegetation, which become incidental invaders inside of buildings, shall be eliminated.
3. **SCHEDULE OF SERVICE:** Regular service visits shall be performed on a scheduled basis twice per month, as specified for the individual cafeteria and dining areas in the specified facilities. Regular service visits shall be performed on a scheduled basis once per month, as specified for the food laboratories and selected class rooms in the specified facilities. The pest control inspections shall have a minimum of eight (8) working days in-between service visits, unless otherwise approved by the Facilities Planning Coordinator or designee at the Department of Food and Nutrition. The schedule of regular service shall be established by agreement between the Contractor and the Facility Administrator, Cafeteria Manager or their Assigned Designees. The Contractor shall adhere to the service schedule at all times, unless previously arranged with the Food Service Manager or designee. The contractor shall allocate sufficient time during the Regular and Emergency service visits at each facility to allow the Contractor's Pest Control Technician (s) to inspect and provide treatment as necessary to effectively eliminate the included pests. Once the schedule of regular service is arranged with each facility, the contractor shall submit a list of the schedule of regular service for each facility to the appropriate administrator at the MDCPS Department of Food and Nutrition. **NOTE: The number of service areas ie: dining areas, home labs and class rooms is subject to change and are amounts currently serviced at bid time. Vendor will be notified in writing of any increases or decreases.**

4. **Service during the summer/closed periods.** Service during the aforementioned time periods shall continue upon pre-arrangement with the Food Service Manager and the representative of the pest control company/technician if the following information/action is provided to or by Pest Control Company before the last day of operation before the closed period.

5. **The following information shall be provided/coordinated** between the vendor and the Department of Food and Nutrition and or designee.

- * Name, position and phone number of contact person who can give access to food service area.
- * Assurance by Pest Control Company, through a phone call to contact person that all arrangements are made and understood for entry into food service area, ie time of service, length of service and handling of invoice.
- * Dates beginning and ending of this summer service.

6. **AREAS OF SERVICE:**

- A. The Contractor is responsible for inspection and elimination of pests present in all areas associated with the food service kitchen at each facility, including, but not necessarily limited to the food preparation areas and equipment, spaces above ceilings, serving lines, tables, storage room, offices, food waste processing and storage areas (waste pulping and extractor areas), custodial rooms, can wash rooms, restrooms, locker rooms, receiving area, dumpster area, and exterior perimeter. The Contractor shall arrange for access to all areas with the Cafeteria Manager, Principal or their Designee which describes the results of inspections, actions taken to eliminate encountered pests and recommendations for eliminating conditions which may be encouraging pests in these areas. The recommendations for eliminating conditions, must be written clearly and legibly on each inspection report.
- B. The Contractor is responsible for inspection and elimination of pests in all areas of the dining room and areas connected to the dining area at each facility, including, but not necessarily limited to cabinets, pianos, desks, space above ceilings, the stage and all rooms and storage spaces associated with the stage, if present. The Contractor shall arrange for access to all areas with the Cafeteria Manager, Principal or their Designee and provide an Inspection/Action Report to the Cafeteria Manager, Principal or their Designee which describes the results of inspections, actions taken to eliminate encountered pests and recommendations for eliminating conditions which may be encouraging pests in these areas.
- C. The Contractor is responsible for inspection and elimination of pests present in all areas of the Home Economics Food Laboratories, where present, including, but not necessarily limited to cabinets, closets, appliances, equipment, tables, spaces above ceilings, storage rooms and preparation/work rooms associated or connected to the food lab. The Contractor shall arrange for access to all areas of the cooking labs with the Principal or their Designee and provide an Inspection/Action Report to the Principal or their Designee which describes the

results of inspections, actions taken to eliminate encountered pests and recommendations for eliminating conditions which may be encouraging pests in these areas.

- D. The Contractor is responsible for inspection and elimination of pests in all areas of selected classrooms, specified by the MDCPS Department of Food and Nutrition, including, but not necessarily limited to cabinets, closets, connected storage rooms, work rooms, subflooring crawl spaces, if present, spaces above ceilings, if present and exterior perimeter. The Contractor shall arrange for access to the selected classrooms with the Principal or their Designee and provide an Inspection/Action Report to the Principal or their Designee which describes the results of inspections, actions taken to eliminate encountered pests and recommendations for eliminating conditions which may be encouraging pests in these areas.

7. **SPECIFIED SERVICES:** The Contractor shall perform pest control in MDCPS facilities according to the species of pest(s) encountered and the site-specific situation(s) in which the pests are found. The Contractor shall perform pest control in MDCPS facilities using the least toxic methods and materials possible to achieve a pest free environment. "Least toxic" shall mean the use of pesticides which have little or no toxicity to man, such as, but not limited to, containerized baits, like MAX FORCE or equivalent, directed powder baits, like AVERT, or equivalent, directed PUDDY, ALPHA 3 or equivalent, silica aerogel, diatomaceous earth, glue traps and paste baits, like STAPLETON'S MRF 2000, MAX FORCE gel bait, BUDDY'S mechanical traps. Furthermore, "least toxic" shall mean the application of pesticides or 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. Using HEPA-filtered vacuums has shown to be effective in rapidly reducing cockroach populations in specific spots in conjunction with crack and crevice injection of such products as silica aerogel and pyrethrum combinations without the need for spraying surfaces. **NOTE: Pesticides are to be applied only as needed to eliminate current populations of pests and only to the specific harborage sites of the pests. The routine use of liquid 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 MDCPS 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 MDCPS Pest Control Manager. The Contractor shall determine the presence and location of included pests by thorough inspection, which includes visual inspection, monitoring with sticky traps, reports from occupants of pest sightings, and other surveillance techniques.**

When a pest infestation is discovered or reported, a thorough inspection of the infested and surrounding areas shall be performed to determine the location and extent of all pest harborage locations. The approved pesticides or traps shall be intensively placed in all area (s) of infestation. Cockroach control is achieved by locating and treating all harborage locations. Rodent trapping shall be intensively

carried out by the Contractor in accordance with accepted rodent trapping procedures depending on the rodent species encountered (as described in recognized pest control books, periodicals and manuals containing information on rodent control). The Contractor shall arrange with the facility administrator or the administrator's designee to prepare areas which develop pest infestations for inspection and/or treatment. The Contractor shall provide written instructions to the Site Administrator for the preparation of the infested area.

Regular service shall consist of inspection, surveillance, monitoring to find all the active harborage spots and treat them. **The Contractor shall perform follow-up inspections and necessary additional treatments within two days following any treatments** which have been performed because of the presence of pests to determine that the initial and any follow-up treatments were effective. **Upon report of a pest concern at any site, a written report of findings and recommendations must be faxed to the Facilities Planning Coordinator or designee at the Department of Food and Nutrition (24) twenty-four hours after service is performed. Pests shall not be endured in MDCPS facilities for weeks until the next "Regular" Service.**

If the Contractor's technician observes rodent and other pests entry points or conditions which are conducive to pests or interfere with the application of pest control materials, such as, but not limited to, build up of food and grease, uncleaned areas, broken or missing screens, spaces around exterior doors or windows, cracks or holes in walls, improper waste disposal, improper housekeeping and cluttered storage, the Contractor shall notify, **in writing**, the Cafeteria Manager, Principal or their Designee, with a copy provided to the Food Service Systems Coordinator at the Department of Food and Nutrition, 7042 West Flagler Street, Miami, Florida 33144, Telephone: (305) 995-3230.

8. **PESTICIDES AND CAPTURE DEVICES:** Before any pesticides are applied under this contract, the Contractor(s) shall submit a list of all proposed pest control chemicals, supplies and equipment designating the site(s), method(s) of application of their intended use, complete, current, legible pesticide "specimen" labels, E.P.A. Registration Numbers and Material Safety Data Sheets (MSDS). As per Florida Statutes Chapter 442,, the Right To Know Law, MSDS are required for all items, materials and/or substances in this bid. **All MSDS submitted must be either an original as received from the manufacturer or supplier or a legible copy (facsimile copies or originals that have been highlighted, marked or altered before or after reproduction are not acceptable), must be either current version or updated within the last year and must include in a clear delineation of chemical contents (s) of the product. For the purpose of this bid, "current version" is defined as follows: The entire contents of the MSDS shall be reviewed and revised in compliance with Federal, State and local legislation (as it pertains to Worker's Right To Know and/or Hazards Communication). Proof of said review/revision shall be noted on MSDS, and must be dated within the last calendar year. All information and reports that are required in**

this contract shall be submitted on letter-size (8.5 inch by 11 inch) format for possible inclusion into 3-ring binders.

- A. Before any pesticides are applied, the Department of Safety, Environment and Hazards Management shall approve of all pest control materials and methods used. The Contractor certifies that these will be the only materials and methods used, unless prior written approval is obtained from the Department of Safety, Environment and Hazards management Pest Control Manager.
- B. In the event that any of the pest control materials on the original list submitted with this bid are not acceptable to the School Board of Miami Dade County Department of Safety, Environment and Hazards Management , for any reason, bidder will have an opportunity to substitute other materials, without any increase to the original bid prices. Such substitutions shall be submitted, along with labels, intended methods of application and Material Safety Data Sheets within five (5) working days of notification of rejection or entire bid will be disqualified.
- C. **Success in pest control is largely determined by the skill, thoroughness and follow-up of the Contractor's Pest Control Technicians and the cooperation given from all concerned and involved in a particular pest problem.**

However, where it has been determined that any pest control material and method being used have become ineffective or perform unsatisfactorily for whatever reason, such as pest resistance, the Contractor shall submit recommendations for replacement materials and methods. An ineffective pest control material and method is any that is used repeatedly without significant reduction of the pest population. Recommendations for replacement materials along with labels, intended methods of application and Material Safety Data Sheets shall be submitted, in writing, to the Department of Safety, Environment and Hazards Management Pest Control Manager for written approval. The least toxic replacement product and method shall be selected.

- D. Routine rodent control activities at MDCPS facilities shall be limited to the use of capture devices only. Any type of capture device, deployed as specified, is permissible.
9. **GUARANTEE:** Treatment shall eliminate populations of rats, mice, ants, cockroaches, fleas, silverfish, mites, wasps, stored product pests and any other arthropod pest not specifically excluded from the contract. Populations of these pests which are located outside the facilities listed herein, but within the property boundaries of the facilities, are included. Should reinfestation or continued infestation occur, the Contractor shall provide Emergency Pest Management Service, defined as, unscheduled service provided under the scope of services of

this contract in response to a report of an unexpected and sudden appearance of an insect or rodent population that affects the health or safety of occupants of MDCPS facilities or disrupts the efficient operation of that facility. The need for Emergency Pest Management, the MDCPS Facilities Planning Coordinator, or the MDCPS Pest Control Manager. The Contractor shall respond to a request for Emergency Pest Management Service within twenty-four (24) hours and at no additional cost to MDCPS.

10. **SERVICE CALLS:** For Regular, Emergency (complaint calls) and follow-up service visits, the Contractor's service technician will first report to the Cafeteria Manager, Facility Administrator or the assigned Designee to find out the areas of pest problems. All chemicals and application methods will be on the approved list and used according to the federally registered label of each product in a manner which will eliminate the pests in the shortest possible time with the least impact on occupant health and safety. On completion of the service visit, the Contractor's technician will prepare a report to discuss the technician's actions and the status of the problem(s), if any. At this time the technician will present an inspection /action report, including the required written information, as required below. The technician may use additional pages, if required. The written record of these service visits should be filed at the service location and at the Contractor's licensed business location.

For both Regular and Emergency (complaint calls) service visits, the Contractor may use a form of its own design provided that all the required information is present, detailed and legible. The Contractor may use additional sheets, drawings, charts and graphs to provide a complete description of inspection results and action taken. **The Contractor shall provide a copy of this form upon bid submission.** The Contractor shall provide all information and reports on information and reports on letter-size (8.5 inch by 11 inch) paper, suitable for inclusion in a three-ring binder. The Contractor shall report these conditions each and every time they are encountered at each visit. Reports shall be legible on all copies. The service report shall show:

- A. Name and address of the facility.
- B. Date and duration (time in and time out) of service visit.
- C. Type of service: Regular service or Emergency service (trouble calls)
- D. Location of service within the facility (kitchen, dining room, storage room, waste disposal area, receiving area, food lab, office, snack area, classroom, etc. The specific name of pests or evidence found, such as German Cockroaches, not just cockroaches, ghost ants, not just ants, mice or roof rats or sewer rats not just rodents.
- E. Action taken to eliminate the pest population including the full names of pesticides used, quantities, percentages, methods of application and specific sites of application and non-pesticidal procedures used.
- F. Notes on sanitation problems and/or required maintenance, such as broken screens, doors, uncleaned areas, improper waste removal improper housekeeping and storage, etc.
- G. The Facility Administrator's or Designee's signature to verify that the services were satisfactorily performed and pest problems, if any were addressed and

discussed.

H. Contractor's technician's printed full name and signature.

11. **CONSULTATION WITH THE MDCPS PEST CONTROL MANAGER:** If, the efforts by the Contractor's technician and Certified Operator have failed to achieve effective results, the Contractor may request assistance from the MDCPS Pest Control Manager, 4300 Biscayne Blvd. Room 110, Miami, Florida 33137, phone: (305) 995-4907/4900, fax: (305) 995-4924.

The Pest Control Manager, after reviewing the Contractor's Inspection /Action Reports and, if necessary, conducting an inspection of the facility in question, shall offer recommendations to the Contractor for improved results. Facility inspections conducted by the Pest Control Manager under this provision, shall be accompanied by the Contractor's Certified Pest Control Operator-in-Charge or other assigned administrator. The Contractor's technician may also be present during this inspection, however, it is the responsibility of the Contractor to provide training to its technicians, not the MDCPS Pest Control Manager.

12. **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 or devices shall be given by the Contractor or their representatives to MDCPS personnel for any reason.** All pest control materials and devices used shall be applied, deployed, monitored and serviced 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 quickly 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 Department of Safety, Environment and Hazards Management 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 shall be used at MDCPS facilities by the Contractor unless the Contractor submits written request prior to each intended use and written approval is obtained prior to each intended use from the Department of Safety, Environment and Hazards Management Pest Control Management, 120 N.E. 16th Street, Miami, Florida 33132, telephone: (305) 358-4810, fax: (305)371-9551.

- 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 tops and undersides of dining 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 containers holding pesticides used in the treatment of MDCPS facilities shall be properly labeled with the name and strength of the pesticide product therein, as prescribed by law.

The Department of Safety, Environment and Hazards Management Pest Control Manager reserves the right to inspect the Contractor's chemicals at the time of application to ensure all chemicals are properly labeled, including manufacturer's recommended dilution and usage data.

- F. No materials and chemicals are to be stored by the Contractor at MDCPS facilities.
- G. No empty pesticide containers and excess pesticides are to be discarded by the Contractor at MDCPS facilities.
- H. Appropriate protective clothing and equipment consistent with the chemical manufacturer's label and MSDS recommendations shall be provided by the Contractor and worn by the Contractor's Pest Control Technicians during application.
- I. If the Contractor uses glue boards or other capture devices to control and eradicate a rodent infestation, the Contractor must receive permission from the Principal or administrator of that facility. The Contractor shall be responsible for said traps and the immediate removal from the normal operation in the area of placement. Traps shall be placed so that they are not visible to students, staff or other occupants. Glue boards can sometimes be placed inside of anchored tamper proof bait stations or sections of PVC pipes. **When using capture devices for rodent control, the contractor shall provide the location and type of capture devices to the Principal or Food Service Manager. The information provided shall be schematic drawings or narratives indicating the location of the capture devices.**

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

- J. No rodenticide baits or tracking powders are to be used at MDCPS facilities unless the Contractor obtains written approval for each intended use from the Department of Safety, Environment and Hazards Management Pest Control Manager.
- K. Rodenticide baits, when used, shall be in anchored and locked tamper proof containers and placed in areas not accessible to students and /or faculty.

Rodenticide tracking powders, when used, shall be injected, using appropriate equipment, directly into rodent burrows and the burrows are to be covered with earth. **Daily follow-up visits, before students arrive to the facility where rodenticide baits or tracking powders have been used are required.**

If the Contractor fails to obtain written approval from the Department of Safety, Environment and Hazards Management Pest Control Manager, prior to using rodenticide baits or tracking powders, the Contractor shall be considered in violation of technical specifications. The Pest Control Manager will notify the Contractor, in writing, indicating three (3) business days to correct the violation or face default.

- L. MDCPS reserves the right to obtain product samples at anytime during application, to verify that the pesticide complies fully with the pesticides approved by the Department of Safety, Environment and Hazards Management. Refusal by the Contractor to provide such samples shall be grounds for default of contract.
- M. The Contractor shall not apply a water based liquid pesticide directly on or into the electrical component of any equipment. Furthermore, the Contractor shall not apply any aerosols, mists, ULV's or other space sprays into areas containing open flames. The Contractor shall not apply any pesticides onto table tops, food serving utensils or any other surface which comes in contact with food. The Contractor shall not apply liquid or other pesticides, which can volatilize onto any surface which generates heat, such as the inside surfaces of the baking chamber of ovens or inside the plenum spaces and hot plates of steam tables of serving lines and food conveyers.

If a technician applies a pesticide in a manner which is inconsistent with the label directions or these specifications, the technician will be prohibited from access to MDCPS property. The technician will be reinstated only after the Contractor submits documentation showing date(s) of training, subject (s) of training and test results to the Department of Safety, Environment and Hazards Management Pest Control Manager verifying that the technician has received additional training in the proper uses of the pesticide by a qualified trainer(s).

- N. If pest control materials must be applied to sites that contain stored items, such as food, utensils, paper goods, contents of desks and filing cabinets, and the stored items interfere with the proper application of the pest control material or risk contact by the pest control, then the Contractor shall arrange with the food service manager to remove the food, utensils and/or other stored items and clean the area prior to the application of the pest control materials.

- 13. **CONTRACTOR AND TECHNICIAN CREDENTIALS:** Bidders shall be licensed by the Florida Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control license. Bidders shall, at the time of bidding, have 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. Bidder shall submit copies of the certificate and current renewal. Bidder shall also submit a notarized statement attesting that the Certified Operator-in-Charge is a full time employee of the bidding firm and is not employed elsewhere.

NAME OF C.P.C.O.: _____

CERTIFICATE NUMBER: _____

- B. Contractors' 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 provide a sufficient number of competent, trained and properly equipped Technicians, Certified Operators and support personnel to provide the service necessary to effectively monitor and control the covered pests at the locations included in this contract.** Bidders shall submit with their bid copies of the current required state-issued identification cards.
- C. Over the term of this bid, any additions and/or deletions of personnel on the above items must be submitted to the Department of Safety, Environment and Hazards Management Pest Control Manager prior to servicing any MDCPS Facilities. During the course of this contract and any renewals thereof, when the business license and identification cards expire annually, the Contractor shall submit copies of the current renewals of the business license and identification cards for each employee performing work at MDCPS facilities.
- D. The Department of Safety, Environment and Hazards Management has FAX capabilities (305)371-9551. To enhance the rapid accurate transfer of information, including diagrams, sketches and detailed descriptions of situations, the Contractor shall show FAX capabilities as part of this bid. To support communication between the Contractor's office and its technician has a cellular mobile telephone contact with the office.

Contractor's FAX capability: No.: _____

Technician Contact: Cellular Telephone: _____

Beeper: _____

- E. The Contractor shall provide three written letters of reference from any type of facility that it has serviced for at least (1) one year during the last 5 years.

14. **PESTICIDES LABELS AND MATERIAL SAFETY DATA SHEETS:** After approval of the pesticide list, the Contractor shall supply to each facility, the Specimen label and MSDS for each pesticide that is **actually used** at that facility. If available, the "end-use dilution" MSDS shall be supplied to the facility. This information shall be provided on letter-size (8.5 inch by 11-inch) format. This information shall be supplied to the Cafeteria Manager, Principal, Site Administrator or their Assigned Designees as specified for the Inspection/Action Reports. The provided Labels and MSDSs shall match the materials included in the Inspection/Action Reports required to be provided at each service. Each label and MSDS need only be supplied once to each facility, provided no subsequent changes have occurred in the labels or MSDSs.
15. **CONTRACTOR'S EQUIPMENT:** MDCPS shall not be responsible for the loss or damage to any equipment, pest control materials or devices belonging to the Contractor.
16. **MDCPS RESPONSIBILITY:** The failure of MDCPS to implement the Contractor's recommendations to upgrade sanitation, make repairs or modify personnel practices shall not relieve the Contractor of its requirements in this contract.
17. **PERSONNEL IDENTIFICATIONS:** All Contractor personnel working in MDCPS facilities shall wear distinctive uniform clothing and picture identification badge issued by the contractor. The uniform shall have the Contractor's name easily identifiable and affixed to the uniform in a permanent or semi-permanent manner. All Contractors personnel, while working at MDCPS facilities shall carry their employee identification card, issued by the State of Florida, Department of Agriculture and Consumer Services, and shall show the card when requested.
18. **DEFAULT OF CONTRACT:** Continued infestations of included pests in any facility specified herein shall be reasonable grounds for contract default.
19. All service reports must be legibly printed. The pest control company must leave three (3) copies of the service report with the Food Service Manager and follow the other billing instructions per bid specifications.
20. All service reports must have specific details of the condition of the school site [i.e., structural (holes in the wall and ceiling, peeling paint, door sweeps and insect fans), sanitation, work habits] etc.
21. Any reports that have any type of infestation of pests must be faxed or delivered within 24 hours to the Food Service Systems Coordinator at the Department of Food and Nutrition.
22. If a report reflects an infestation of pests, then the school site must be serviced at a minimum of twice a week until resolved at no additional cost.

23. The Facilities Planning Coordinator or Designee will supervise the bid and all communication regarding food service school site pest situations. If needed, Food Service Systems Coordinator will direct the pest control company to contact the Department of Safety, Environment and Hazards Management, School Principal, Food Service Manager and any other related personnel to resolve any situations at the school site.
24. Areas of the school, other than the food service area, that are infested with pest activity, may receive an estimate for service to eliminate the situation (If requested by the Principal). The cost on this service will be submitted to the principal at the time of inspection. Additional cost for treatments and/or service to the school facility other than food service area, will be the sole responsibility of the principal and/or designee at the school site.
25. **ADDITIONAL INFORMATION FOR CONTRACT:** Vendor shall provide a price should the following types of schools need Pest Control Service for the other areas besides the designated Food Service area. This agreement will be for one (1) year and will be billed to the school, paid from the Principals fund structure/budget of discretionary funds. Food Service will not be responsible for this payment. Vendor will provide contract to Principal upon mutual written agreement to do service. All facets of Pest Control Service outlined in this bid will be followed with same guideline applied. Arrangements will be listed on contract according to individual site and agreement.
- * **Elementary Schools**
 - * **Middle Schools**
 - * **Senior High Schools**
 - * **Primary Learning Center**
 - * **Administrative office of: Food and Nutrition, Training Center of Food and Nutrition, Delivery Trucks of Food and Nutrition and Materials Control Department connected to Food and Nutrition.**
26. **ADDITIONAL REQUIREMENT:** The vendors shall provide three (3) written references from any type of facility that the vendor has serviced for at least (1) one year during the last 5 years. List company, contact and phone number of each reference. References will be verified.

- (A) FOOD SERVICE AND DINING AREAS (STAGE AREA IF PART OF DINING AREA)
 (B) HOME LABS (S)
 (C) CLASSROOM (S) USED FOR EATING (IF LISTED)

SPECIALIZED EDUCATIONAL CENTERS

<u>LOCATIONS</u>	<u>(A)</u>	<u>(B)</u>	<u>(C)</u>
COOPER, NEVA KING ED. CTR. 151 N.W. 5 TH STREET, HOMESTEAD	1	1	
KRUSE, RUTH OWENS EDUCATIONAL CTR. 11001 SW 67 TH STREET	1		
MERRICK EDUCATIONAL CENTER 39 ZAMORA AVE., CORAL GABLES	1		
RENICK, ROBERT EDUCATIONAL CTR. 2201 NW 207 TH STREET	1	1	
ROSA PARKS COMMUNITY 255 NE 2 ND DR., HOMESTEAD	1		

- (A) FOOD SERVICE AND DINING AREAS (STAGE AREA IF PART OF DINING AREA)
 (B) HOME LABS (S)
 (C) CLASSROOM (S) USED FOR EATING (IF LISTED)

VOCATIONAL ADULT EDUCATION CENTERS

<u>LOCATIONS</u>	<u>(A)</u>	<u>(B)</u>	<u>(C)</u>
BAKER, GEORGE T. AVIATION 3275 NW 42 ND AVE.	1		
DORSEY, D.A. EDUCATIONAL CTR. 1700 NW 17 TH AVE.	1	2	
ENGLISH CENTER 3501 SW 28 TH STREET		1	
LINDSEY HOPKINS TECHNICAL EDUCATIONAL CTR 750 NW 20 TH STREET		2	
MIAMI LAKES TECHNICAL CENTER 5780 NW 158 TH STREET		2	
MORGAN, ROBERT VOCATIONAL TECHNICAL CTR. 18180 SW 122 ND AVE.	1	2	
SOUTH DADE SKILL CENTER 28300 SW 152 ND AVE.		3	1
TURNER, WILLIAM H. TECHNICAL ARTS 10151 NW 19 TH AVE.	1		
ROBERT MORGAN VOC. SCHOOL 18180 SW 122 AVE	1		

- (A) FOOD SERVICE AND DINING AREAS (STAGE AREA IF PART OF DINING AREA)
 (B) HOME LABS (S)
 (C) CLASSROOM (S) USED FOR EATING (IF LISTED)

ALTERNATIVE EDUCATION CENTERS

<u>LOCATIONS</u>	<u>(A)</u>	<u>(B)</u>	<u>(C)</u>
ACADEMY FOR COMMUNITY EDUCATION 39 ZAMORA AVE., CORAL GABLES			12
C.O.P.E. CENTER SOUTH 10225 SW 147 TH TERR.	1	1	
C.O.P.E. CENTER NORTH 9950 NW 19 TH AVE.	1	3	
LEE, J.R.E. - YOUTH OPP. SOUTH 6521 SW 62 ND AVE.	1	1	
MANN, JAN OPPORTUNITY NORTH 16101 NW 44 TH CT.	1		
MIAMI DOUGLAS MAC ARTHUR SOUTH 11035 SW 84 TH ST.	1	2	
MIAMI DOUGLAS MAC ARTHUR NORTH 13835 NW 97 TH AVE., HIALEAH	1	1	