

ITB SPC#09-12-13

Introduction: The College is seeking College-wide Pest Control Services

Please review the checklist below to ensure all required forms have been completed. If they are not completed at the time the bid is opened it could result in your bid being rejected.

- Page 18 – Anti-Collusion
- Page 19 – Bid Tender
- Page 20 - Contractor's Qualification Statement
- Page 24 – Drug Free Workplace
- Page 25 – Bid Certification
- Page 26 – Minority and Woman Owned Business Declaration (if applicable)
- A completed W9

Frequently Asked Questions

When will the bids be awarded?

The bid will generally be awarded within 72 hours of the submission date. This allows us adequate time to analyze the bids and determine which one is in the best interest of the College.

Where can we view the bid results?

The bid results can be viewed on the purchasing page found at <http://www.spcollege.edu/purchasing>

Where do we send questions regarding the bid?

All questions pertaining to the bid should be directed to Paul Spinelli via email at Spinelli.paul@spcollege.edu

Where do we submit our bid?

All bids should be submitted to the St. Petersburg College purchasing office located at:

EpiCenter Services Building, Second Floor, Room #242
14025 58th St. North
Clearwater, FL 33760

Invitation to Bid SPC#09-12-13

Pest Control College-Wide

St. Petersburg College

SPC

Due On

July 17, 2013 @ 2:00 P.M.

TABLE OF CONTENTS

<i>GENERAL CONDITIONS</i>	<i>4</i>
<i>BIDDING AND AWARDING PROCESS</i>	<i>12</i>
<i>BID SPECIFICATION</i>	<i>13</i>
<i>INSURANCE REQUIREMENTS</i>	<i>14</i>
<i>ANTI COLLUSION STATEMENT</i>	<i>18</i>
<i>BID TENDER</i>	<i>19</i>
<i>CONTRACTOR'S QUALIFICATIONS</i>	<i>20</i>
<i>STATEMENT OF NO BID</i>	<i>23</i>
<i>DRUG FREE WORKPLACE</i>	<i>24</i>
<i>BID CERTIFICATION</i>	<i>25</i>
<i>MINORITY AND WOMAN OWNED BUSINESS DECLARATION</i>	<i>26</i>
<i>PROPOSAL CERTIFICATION</i>	<i>27</i>
<i>W-9</i>	<i>28</i>

GENERAL CONDITIONS

Bidders: To insure acceptance of the bid, follow these instructions.

SEALED BIDS: Bids shall be prepared in duplicate. Please return one copy of the Bid Reply Form to submit your bid, retaining the second copy and detailed specifications for your records. The number of the bid and the date of opening shall be shown on the envelope containing each bid. Bidders are requested to show their name and address on the envelope. All bids are subject to the conditions specified herein and on the attached Bid documents.

Completed bid must be submitted sealed in an envelope. Telegraphic bids will not be accepted.

1. **EXECUTION OF BID:** Bid must contain a manual signature of an authorized representative in the space provided. Failure to properly sign proposal may invalidate same, and it may not be considered for award. All bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid. Any illegible entries, pencil bids or corrections not initialed may not be tabulated. The original conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letterform, signed by bidders and attached to the bid.
2. **BID PREPARATION COSTS:** The College shall not be liable for any expenses incurred in connection with the preparation of a response to this ITB.
3. **BID OPENING:** Shall be public, on the date and the time specified in the bid form. All bids received after that time shall be returned, unopened. The College will not be responsible for late deliveries or delayed mail. It is the bidder's sole responsibility to assure that his/her Bid is complete and delivered at the proper time and place of the bid opening. **Bids by email, facsimile, telegram or telephone are not acceptable.** Bids may not be altered in any way by the bidder after opening of the bids.
4. **NO BID:** If not submitting a bid, respond by returning one copy of the "No Bid" form, marking it "NO BID", and explain the reason. Repeated failure to quote without sufficient justification shall be cause for removal of a supplier's name from the bid mailing list.

Note: A bidder, to qualify as a respondent, must submit a "No Bid" and same must be received no later than the stated bid opening date and time.

5. **DELAYS:** The College, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of The College to do so. The College will notify Bidders of all changes in scheduled due dates by written addendum.
6. **REVISIONS AND AMENDMENTS:** The right is reserved, as the interest of the college may require, to revise or amend the specifications or drawings or both prior to the date set for opening of the bid, such revisions and amendments, if any, will be announced by an addendum to the bid. If the revisions and amendments are of a nature which require material changes in quantities or prices, the date set for the opening of the bid may be postponed by such number of days as in the opinion of the Purchasing Director will enable bidders to revise their bid. In such cases the addendum will include an announcement of the new bid opening date. The bidders shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their bid.
7. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the College. Further, all proposers must disclose the name of any Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

In accordance with Section 112.313(3), Florida Statutes, no College officer or employee acting in a private capacity may rent, lease, or sell any realty, goods or services to the College, unless the transaction is otherwise exempted under Section 112.313(12), Florida Statutes. Therefore, any vendor who is a College employee or who has an interest in the vendor's firm, and the transaction is not otherwise exempted, cannot contract with the College to provide the services set forth in this ITB.
8. **DISQUALIFICATION:** Any or all bids will be rejected if there is reason to believe that collusion exists between bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.
9. **LEGAL REQUIREMENTS:** Federal, State, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
10. **BID BONDS, PERFORMANCE BONDS, AND CERTIFICATES OF INSURANCE:** Bid bonds, when required YES X NO, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After acceptance of bid, the Board will notify the successful bidder to submit a performance and certificate of insurance in the amount specified in Special

Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.

- 11. PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the Unit Price quoted will govern. All prices F.O.B. destination, freight prepaid (unless otherwise stated in Special Conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

- a) **TAXES:** The College 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 tangible personal property in the performance of contracts for the improvement of the College owned real property as defined in chapter 192 of the Florida Statutes.
- b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In the event of extension error(s), the unit price will prevail and the bidder's extension and total offer will be corrected accordingly. In the event of addition error(s), the unit price and extension thereof will prevail and the bidder's total offer will be corrected accordingly.

Exception: If the unit price is so under/overstated that it is an obvious error, the extended line item price may be divided by the estimated quantity, or decimal corrected, to establish the intended unit price (a price that should be consistent with the other unit price bids). Verification of the error must be made in writing by the bidder. Price realism shall prevail over the "unit price governs" rule.

- c) **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) and that all containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- d) **BIDDER'S CONDITIONS:** The Board specifically reserves the right to reject any conditional bid.

12. **EQUIVALENTS:** If bidder offers makes of equipment or brands of supplies other than those specified in the following bid form, they must indicate so on their bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

13. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/ or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder
14. **SAMPLES:** Samples of items when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within 30 days. Each individual sample must be labeled with the bidder's name, bid number, and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the office of the Purchasing Department. In addition the College reserves the right at any reasonable time to inspect the bidder's facilities in order to determine that bidder has a bona fide place of business and is a responsible bidder.
15. **PROOF OF FUNCTIONAL CAPABILITIES:** It should be understood by the vendor that award of this contract may be subject to satisfactory proof of functional capabilities of the equipment, services, and items as specified under this solicitation. If required, the vendor will have to demonstrate these capabilities within seven (7) days after conditional award.
16. **SUBSTITUTIONS:** The College WILL NOT accept substituted shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their bid once awarded by the College. Any substitute shipments will be returned at the bidder's expense. The

bidder shall bear sole responsibility for any and all costs of claims arising from any changes, adjustments, or deviations not properly executed as herein.

17. **AWARDS:** In the best interest of the College, the Board/President or designee reserves the right to reject any and all bids and to waive any irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on this invitation unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards as a result of this bid shall conform to applicable Florida Statutes. Recommendation for award will be made for lowest, responsive, responsible bidder and in the best interest of the College. The College also reserves the right to award by individual item, group of items, "All or None" or any combination thereof; with one or more suppliers.
18. **IDENTICAL OR TIE BIDS:** In the event two (2) or more proposers submit the exact dollar amount as their proposal offer, the following criteria, in order of importance, shall be used to break said tie: (1) Drug Free Work Place, (2) Florida proposers, (3) Bidder's place of business is within Pinellas County.
19. **DISPUTES & PROTESTS:** In any case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties. Failure to file a protest within the prescribed in FS 120.57(3) shall constitute a waiver of proceedings under chapter 120, Florida Statutes.
20. **ACCEPTANCES, REJECTION AND TERMINATION:** The College reserves the right to reject all bids, to waive any informalities and technicalities, and to solicit and re-advertise for new bids, or to abandon the project in its entirety. The College reserves the right to make the award to that bidder who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College. The College reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in the College's opinion, is not in a position to perform properly under this award. The College reserves the right to inspect all facilities of proposer's in order to make a determination as to the foregoing.
21. **DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required making delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

22. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where bidders are required to enter or go onto the College property to deliver materials or perform work or services as a result of a bid award, the bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. The bidder shall be liable for any damages or loss to the Board occasioned by negligence of the bidder (or

agent) or any person the bidder has designated in the completion of the contract as a result of his or her bid.

23. **INDEMNIFICATION:** To the fullest extent permitted by law, the bidder shall indemnify, hold harmless and defend the College, its Trustees, officers, agents, servants, and employees, or any of them, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Contract, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the bidder or other person utilized by the bidder in the performance of the work. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the College as set forth in Section 768.28, *Florida Statutes*.

The bidder, without exemption, shall indemnify and save harmless the College, its employees and/or any of its Board of Trustees Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process or item manufactured by the bidder. Further, if such a claim is made or is pending, the bidder may, at its option and expense, procure for the College the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the College agrees to return the article, on request, to the bidder and receive reimbursement. If the bidder used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

24. **PUBLIC ENTITY CRIMES:** No award will be executed with any person or affiliate identified on the Department of Management Services "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category Two with any person or affiliate on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list.

By signing and submitting the ITB proposal forms, the bidder attests that they have not been placed on the "Convicted Vendor List".

25. **ANTI-DISCRIMINATION**: The bidder certifies that he or she is in compliance with the non-discrimination clause in Section 202, Executive Order 11246, as amended by executive order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
26. **OSHA**: The bidder warrants that the product supplied to the College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. (MSDS Statement)
27. **DRUG FREE WORKPLACE**: Whenever two or more bids which are equal with respect to price, quality, and service are received by the College for the procurement of commodities or contractual services, a bid received that has completed the Drug Free Workplace form, certifying that it is a drug free workplace, shall be given preference.
28. **EQUAL OPPORTUNITY**: All work on this project will be carried out in compliance with the College's commitment to the concept of equal opportunity; that is, there will be no discrimination on the basis of race, color, religion, sex, age national origin, marital status, sexual orientation, gender identity or against any qualified person with a disability. Recognizing that sexual harassment constitutes discrimination on the basis of sex, the College shall not tolerate such conduct.
29. **INTERPRETATIONS**: All bidders shall carefully examine the ITB documents. Bidders are expected to examine the terms and conditions, specifications, Scope of Work, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Any questions concerning conditions and specifications should be submitted to the Purchasing Department no later than three (3) working days prior to the bid opening in writing via fax or email. Any questions concerning the intent, meaning and/or interpretations of the ITB documents shall be requested in writing, and received by the College's Purchasing Department at least seven (7) calendar days prior to bid opening. Any interpretation of or changes to the ITB will be made in the form of a written addendum to the ITB and will be furnished to all bidders.
30. **ADVERTISING**: In submitting a proposal, bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of the College.
31. **PUBLIC RECORDS**: Upon award or thirty (30) days after opening, whichever is earlier, bids become "public records" and shall be subject to public disclosure consistent with chapter 119.07(3) (m), Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the bid, and must identify the data or other materials to be protected, and must state reasons why such

exclusion from public disclosure is necessary. Any financial statements that are submitted are exempt from becoming public record [FS 119.07 (3) (t)]

32. **RENEWAL:** Renewal Option, X YES ___ NO; if yes, the terms in this ITB will automatically renew for one (1) year increments for up to an additional four years unless terminated, with 30 days written notice, by either party.
33. **SPECIAL CONDITIONS:** Any and all special conditions and specifications attached here to which vary from these general conditions shall have precedence.
34. **CONTRACTUAL AGREEMENT:** This Invitation to Bid shall be included and incorporated in the final contract or purchase order. The order for contract precedence will be the contract (purchase order), bid document and response. Any and all legal actions associated with this Invitation to Bid and/or the resultant contract (purchase order) shall be governed by the laws of the state of Florida.
35. **PREFERENCE TO FLORIDA VENDORS:** Pursuant to SBE Rule 6A-14.0734 when the College is required to make purchases of commodities or services through a competitive solicitation preference shall be provided to vendors with a principal place of business in Florida.
36. **SUBMITTAL:** Proposals must be submitted by July 12, 2013 @2:00PM. All sealed proposals will not be opened until then.

Bid Number: SPC 09-12-13Pest Control College Wide

Do Not Open Until: June 18, 2012 @ 2:00 p.m.

Bids Will Be Opened In: Purchasing

Send Bid to:

Paul Spinelli, Director of Procurement and Asset Management
St. Petersburg College
14025 58th St. North
Clearwater, FL 33760

BIDING AND AWARD PROCESS

1. Award

- A. Recommendation for award shall be made for lowest, responsive, responsible bidder and as the best interest of St. Petersburg College may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids received, and may at its sole discretion, request a re-bid or abandon the project in its entirety. Bidders are cautioned to make no assumption until St. Petersburg College has entered into a contract or issued a purchase order.
- B. Award will be made by the District Board of Trustees as regularly held meeting, if the bid amount will exceed Category 5 per Florida Statute 287.017.

2. Extension of Time for Acceptance

- A. St. Petersburg College reserves the right to extend the time period of acceptance of the bids submitted, including all terms and conditions of the ITB documents, by mutual agreement in writing.

Time	Day/Date	Description
	FRIDAY 6/28/13	ITB 09-12-13 Issued
3:00PM	THURSDAY 7/11/13	Final day to submit questions pertaining to this ITB. Please email all questions to: Paul Spinelli Spinelli.Paul@spcollege.edu
2:00 PM	WEDNESDAY 7/17/13	ITB Deadline. Deliver sealed Proposals to: Paul Spinelli St. Petersburg College/Purchasing EpiCenter Services Bldg. 14025-58th St. North Clearwater, FL 33760
	MONDAY 7/22/13	Recommendation to Award

BID SPECIFICATIONS

I. GENERAL

1.01 DESCRIPTION

- A. The contractor shall supply all materials, labors, tools, equipment and services necessary to provide annual pest control services in accordance with **these specifications** at the sites listed below. Pest control services shall be provided for interior areas and around all the perimeters of all buildings including all portables at sites listed to include: entrance ways, classrooms, mechanical rooms, custodial closets, restrooms, lunch/break rooms and storage /closets. Garage bays, shops and maintenance areas are considered part of the Buildings and shall be included. All vending areas shall receive special attention.

Allstate Center 3200 34 th Street South St. Petersburg, FL 33711 4 Buildings /131,132 SF	Health Education Center 6698 66 th Street North Pinellas Park, FL 33781 5 Buildings /198,633 SF
Clearwater Campus 2465 Drew Street Clearwater, FL 33765 13 Buildings / 311,599 SF	SPC Midtown 1048 22 nd Street, South St. Petersburg, FL 33712 1 Building / 10,234 SF
Downtown Center 244 2 nd Avenue North St. Petersburg, FL 33701 2 Buildings / 287,956 SF (115,052 Garage)	Pinellas County Fire/EMS Training 5005 126 th Avenue North Clearwater, FL 33760 3 Buildings / 9,076 SF
Epi Center Services Building 14025 58 th Street North Clearwater, FL 33760 1 Building / 51,261 SF	Seminole Campus 9200 113 th Street North Seminole, FL 33772 6 Buildings / 226,225 SF (includes 77,562 SF Library)
Epi Center Tech Building 13805 58 th Street North Clearwater, FL 33760 1 Building / 128,519 SF	St. Petersburg/Gibbs Campus 6500 5 th Avenue North St. Petersburg, FL 33710 15 Buildings / 477,771 SF (includes PE Bldg.)
Epi Center Annex II Building 14155 58 th Street North Clearwater, FL 33760 1 Building / 41,055 SF	Tarpon Springs Campus 600 Klosterman Road Palm Harbor, FL 34689 16 Buildings / 163,381 SF (does not include Olympia bldg.)
District Office 6021 142 nd Avenue North Clearwater, FL 33760 1 Building / 79,100 SF	The Palladium 253 5 th Avenue North St. Petersburg, FL 33701 1 Building / 29,609
Health Education Center 7200 68 th Avenue North Pinellas Park, FL 33781 1Building /50,138 SF	Vet Tech 12376 Ulmerton Road Largo, Florida 33774 1 Building / 32,514 SF

1.02 INSURANCE & Licensure REQUIREMENTS

TYPE OF POLICY	AMOUNT REQUIRED
A) Workmen's Compensation	Statutory
B) Comprehensive General Liability Insurance to include but not limited to: Consumption or use of products; Existence of equipment or machines on location; & contractual obligations to Customers.	
(1) Bodily Injury Liability Insurance	\$1,000,000 Each Person \$1,000,000 Each Occurrence \$2,000,000 Aggregate
(2) Property Damage Liability	\$100,000 Each Occurrence \$300,000 Aggregate
(3) Comprehensive Automobile Liability Insurance	
(a) Bodily Injury Liability	\$500,000 Each Person \$500,000 Each Occurrence
(b) Property Damage Liability	\$500,000 Each Occurrence
Single limit Bodily Injury and/or Property Damage	\$500,000 each Aggregate

As to any insurance required herein, a certified copy of each of the policies or Certificates of Insurance evidencing the existence thereof, or binders, shall be delivered to the College's designated representative within five (5) days before Vendor begins services on the College's premises. In the event any binder is delivered, a certified copy of the policy or a Certificate of Insurance shall replace it within thirty (30) days in lieu thereof. Each such copy of a certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) days written advance notice thereof to the College's representative. This Agreement may be subject to immediate termination, at the Colleges discretion, in the event that vendor fails to maintain or comply with any of the Insurance requirements set forth herein.

- C) This Agreement shall be governed by and interpreted in accordance with any applicable federal laws and the laws of the State of Florida. In the event of any legal or equitable action arising under this Agreement or in connection therewith, the parties agree that the jurisdiction and venue of such action shall lie exclusively within the courts of record of the State of Florida located in Pinellas County, Florida and the parties specifically waive any other jurisdiction and venue.

1.03 SITE VISITS

- A. The contractor shall be responsible for visiting the sites and taking all measures to ensure that all work is done in accordance with standard industry practices. The contractor shall become familiar with existing conditions and will be responsible for same when work is undertaken.

II. SERVICES

The intent of this contract is to render professional pest control service for the extermination and control of roaches, ants, silverfish, rats, mice, bees, carpet beetles, centipedes, millipedes, wasps, spiders, earwigs, crickets and clothes moths. Visits will be rendered once per month or more often if deemed necessary to maintain control and applications will be done in those areas deemed necessary.

III. EXECUTION

3.01 SCHEDULING

- A. Services shall be rendered Monday through Friday between the hours of 4:00 p.m. and 11:00 p.m. This service shall occur monthly at approximately the same time and date each month with the exception of St. Petersburg /Gibbs and Clearwater Campus, which are to be done twice a month.
- B. If a pest concern arises, The Contractor is responsible for service within 24 hours (between the hours of 4 p.m. and 11:00 p.m.) at no additional cost to the Owner.
- C. Whenever regularly scheduled service is disrupted, The Contractor will reschedule as soon as possible with a time that is convenient to both parties.

3.02 DETAILS

- A. There will be no initial cleanout charge.
- B. Contractor shall use only low odor EPA approved gel and granular baits and traps. Material Safety Data Sheets (MSDS) for all products to be used must be provided with bid response. The contractor shall not use liquid sprays inside facilities.
- C. Contractor shall notify St. Petersburg College if conditions are present which may be conducive to breeding or harborage of pests covered in this contract.
- D. All pesticides or insecticides or other applications must be registered with the United States Environmental Protection Agency (USEPA).
- E. A service slip will be left at each designated site with Facilities Services representative whenever extermination or pest control services are performed. The slip will show

chemicals and the exact dosages used. **No products will be allowed for which the College does not have MSDS sheets.**

- F. Contractor shall be required to provide a copy of service statement along with billing invoice at time of service.

3.03 CLEAN UP AND PROTECTION

- A. Contractor shall remove all service related debris from site and will not be allowed to use the Owner's trash facilities for disposal of his material.
- B. Contractor shall be responsible for storage of equipment and shall repair or replace any damage done to Owner's property from work done under this contract at no additional cost to Owner.

IV. TERMS OF CONTRACT

4.01 CONTRACT TERMS

- A. The initial term of the contract shall be for 11 months beginning on August 1, 2013 through June 30, 2014, followed by a renewal option to extend this agreement for four (4) additional years, beginning July 1, 2014, one year at a time, based on mutual agreement between the parties, provided the renewal prices do not exceed the annual rate of inflation as determined by the Consumer Price Index (C.P.I.) published by the Bureau of Labor Statistics, U.S. Department of Labor, 1982-84=100, for urban wage earners and clerical employees.
- B. The College reserves the right to cancel the contract within thirty days of written notice.
- C. The contractor shall provide the service on a monthly basis except for St. Petersburg/Gibbs and Clearwater Campus, which are done twice a month. The College shall have the option to call the contractor back to the site when there is evidence of pest infestation or evidence of inadequate treatment at no additional cost to the College.
- D. The College reserves the right, during the term of any contract or contract extension arising from this Invitation to Bid to negotiate prices or rates in the event the College needs to add (new sires, buildings, etc.) or to negotiate a (price/rate/etc.) deduction in the event a site (or a building, etc.) is to be deleted for any reason.

V. REFERENCES

5.01 YEARS IN SERVICE

- A. Contractor must state the number of years in business in Pinellas County as a pest control service.
- B. Contractor must furnish the company name, contract person and telephone number for at least three (3) large accounts during the last three (3) years.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

ANTI-COLLUSION STATEMENT: The below signed bidder has not divulged to, discussed or compared his/her proposal with other bidders and has not colluded with any other bidders or parties to this invitation to bid whatsoever. (NOTE: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery or personal contact. Any such violation will result in the cancellation of this proposal and the removal from Bid Lists.)

Dated at _____ **this** _____ **day of** _____ , 2010

Name of Company: _____

By: _____

Printed Name of signer:

(Authorized signature)

Title:

Telephone: _____ **Fax:** _____

NOTARIZATION

The foregoing Bid Tender-Contractor's Qualification Statement was Sworn to and _____ subscribed before me this _____ day of _____ 2013. The individual signing before me is Personally Known or produced appropriate

identification: _____

Signature of Notary

Notary Public—State of: _____

My Commission expires: _____

(Printed, typed or stamped
commissioned Name of notary
public)

**INVITATION TO BID NO. SPC 09-12-13
Pest Control Services College-wide
BID TENDER**

	<u>Monthly Cost</u>	<u>Total Cost</u>
1. State the cost to supply all materials, labor, tools and equipment to provide pest control services to all sites specified in bid specifications.	_____	_____
2. Certificates of Insurance will be provided to the Purchasing Director prior to August 1, 2013.	YES	NO
3. Proof of license through the Florida Department of Agriculture; Bureau of Entomology and Pest Control is provided.	YES	NO
4. MSDS for all products to be used are provided with This bid response.	YES	NO
5. Provide a sample service slip and service statement.	YES	NO
6. State any exception or additional costs to the specifications, as stated.		

DATE _____, 2013 TELEPHONE (_____) _____

FAX NUMBER (_____) _____

COMPANY _____

ADDRESS _____

SIGNATURE _____

(Authorized Representative)

PRINTED NAME/TITLE _____

(Authorized Representative)

Contractor's Qualification Statement

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions and information provided hereinafter. Submitted to: St. Petersburg College Director of Procurement

Submitted by:

Name: _____ ()

Corporation Address: _____ ()

Partnership Principal Office: _____ ()

Individual (Note: Attach separate sheets as required.) () Joint Venture () Other

1. How many years has your organization provided the requested services? _____
2. How many years under the present business name _____
3. If applicable: Former business name: _____ # Years: _____

4. Corporations, answer the following:

Date of incorporation: _____

State of incorporation: _____

President: _____

Regional Manager: _____

District Manager: _____

Partnerships, answer the following:

Date of organization: _____

Type of partnership: _____

Names and addresses of partners (if applicable):

1). _____

2). _____

- 3). _____
5. If other than a corporation or partnership, describe organization and name principals:
- 1). _____
- 2). _____
- 3). _____
6. Have you ever failed to complete any contract awarded to you? If so, indicate when, where, why, and name/telephone number of persons we may talk to about this:
- 1). _____
- 2). _____
- 3). _____
7. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract? Yes _____ No _____
- If yes, state circumstances:
- _____
8. Worker's Compensation insurance policy number: _____
- Name of company: _____
- Policy amount: _____
- Comprehensive General Liability policy number: _____
9. Name of company: _____
- Policy amount: _____
- (\$500,000 combined single limit minimum).
10. The Board of Trustees, St. Petersburg College, will be named additional insured for General Liability coverage if our firm is awarded the bid? Yes _____ No _____ (A "No" answer will disqualify your bid.)

11. Name(s) and telephone number(s) of person(s) designated as liaison with the College in administering the contract in the event of bid award (attach sheet if necessary):

Date: _____

Name of Company: _____

By: _____ (Authorized Signature)

Title: _____

NOTARIZATION Sworn to and subscribed before me this ____ day of _____, 2013,
Personally known _____ or Produced Identification _____ Type of Identification:
_____.

Notary Public State of: _____

My Commission expires: _____

(Printed, typed or stamped Commissioned name
of Notary Public)

STATEMENT OF NO BID

If your company does not intend to respond to this RFP, please complete and return this form prior to the date shown for receipt of Proposals to: St. Petersburg College, Purchasing Department, P. O. Box 13489, St. Petersburg, Florida 33733-3489. Fax # 727-341-3368

The undersigned declines to submit a bid on the above referenced Invitation to Bid for the following reason(s):

- ☐ Specifications are too "restrictive." (Please explain below)
- ☐ Unable to meet specifications
- ☐ Specifications were unclear. (please explain below)
- ☐ Insufficient time to respond
- ☐ We do not offer this type of product or equivalent
- ☐ Our production schedule would not permit us to perform
- ☐ Other (please explain below)

_____ Company Name	_____ Title
_____ Signature	_____ Telephone
_____ Printed Name	_____ Fax
_____ Address	_____ City
	_____ State
	_____ Zip

DRUG FREE WORK PLACE

The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies to have a drug-free workplace program that does:

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

As the person authorized to sign the statement, I certify that this firm



Complies fully with the above requirements

Does not comply fully with the above requirements

Signature

Title

Date

BID CERTIFICATION

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; I certify that I am authorized to sign this bid.

I hereby agree to furnish the items and/or services at the prices and terms stated in my bid. I have read and understand the terms and conditions of the Invitation to Bid.

This company is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all people without regard to race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the Secretary of Labor.

I certify that I have received the following addenda (if any):

Addendum _____ Dated _____

Addendum _____ Dated _____

Signature _____

Name(s) and Title(s) _____

Legal Name of Bidder _____

Mailing Address _____

City, State, Zip _____

Telephone _____ FAX _____

Date _____

NOTE: Please return to St. Petersburg College with your bid proposal.

Minority and Woman Owned Business Declaration

Bidder hereby declares that it is a Minority/Woman Owned Business Enterprise by virtue of the following:

Type of Business: Check applicable block(s)

- ☐ **"African American"** includes persons having origins in any of the Black racial groups of Africa.
- ☐ **"Hispanic American"** includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish cultures or origins, regardless of race.
- ☐ **"Native American"** includes American Indians, Eskimos, Alaskan Indians, Aleuts and Native Hawaiians.
- ☐ **"Asian-American"** includes persons whose origins are from Japan, China, Taiwan, Korea, Southeast Asia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and Northern Marianas.
- ☐ **"American Woman-Owned Business Enterprise"**
- ☐ **"Service-Disabled Veteran"**

Note: MBE and WBE are defined by Federal Register 49 CFR, Part 23, as a business firm which as at least fifty-one percent (51%) owned by minority or women group members, or in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by the minority or woman. The minority or woman ownership must exercise actual day to day management and control of the business.

Bidder:	
Certified by (name of Public Entity, if applicable)	
City:	County:
State:	Zip Code
Certificate Number:	
Attach copy	
Signature:	Date:

**Minority and Woman Owned Businesses (M/WBE) shall complete this page,
and return with their submittal**

Proposal Certification

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal 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 proposal; I certify that I am authorized to sign this proposal.

I hereby agree to furnish the items and/or services at the prices and terms stated in my proposal. I have read and understand the terms and conditions of the Invitation To Bid.

This company is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all people without regard to race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the Secretary of Labor.

I certify that I have received the following addenda (if any):

Addendum _____ Dated _____

Addendum _____ Dated _____

Signature _____

Name(s) and Title(s): _____

Legal Name of Proposer: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Date _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		

Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.