

The School Board of Martin County, Florida

INVITATION TO BID

revised 9/05

PURCHASING DEPARTMENT

2845 SE Dixie Highway

Bidder

Acknowledgement

Stuart, Florida 34997-5037

Phone: (772) 219-1255, Ex. #204

Fax: (772) 219-1267

e-mail: carverj@martin.k12.fl.us

**Bid: Provide District Wide Fire
Ant Control**

Bids will be opened in the Purchasing Dept. at

2:00 P.M. on Tuesday October 16, 2007

Bid No.: MCSD Bid #1010-0-2007/JC

**and may not be withdrawn within sixty (60) days after
such date and time.**

Date Bid Released:

October 2, 2007

Vendor Name:

Terms: Bidder see 3. – General

Conditions

Address:

F.E.I.N.: (S.S. #)

City – State – Zip Code:

Certified or Cashier's Check is

attached,

Telephone Number: ()

when required, in the amount of

\$ _____

Toll Free Number: ()

e-mail:

Fax Number: ()

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 certify

Authorized Signature (Manual)

_____ that I am authorized to sign this bid for the bidder.
Printed) Title

Authorized Signature (Typed or

GENERAL CONDITIONS

Bidders: To Insure acceptance of the bid follow these instructions

SEALED BIDS: One copy of all bid documents that have page numbers, and this executed Invitation to Bid form must be returned with the Bid in order for the Bid to be considered for award. All bids are subject to the conditions specified hereon and on the attached Bid documents.

Completed bid must be submitted sealed in an envelope with the bid number clearly visible on the outside. Bids must be time stamped in the Purchasing Department no later than 2:00 P.M. on date due. Faxed or e-mailed bids will not be accepted.

1. **EXECUTION OF BID:** Bid must contain a manual signature of an authorized representative in the space provided above and on all applicable bid forms. Failure to properly sign proposal shall invalidate same, and it shall 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 will not be tabulated. The original bid 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. **NO BID:** If not submitting a bid, respond by returning one copy of this form, marking it "No Bid" and explain below the reason. 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 hour.

Reason for No Bid: _____

3. **PRICES QUOTED:** Deduct rate 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 line will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified. **TAXES:** The School Board of Martin County, Florida does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is as shown on the purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.

- a) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instruction pertaining to suppliers and services. Failure to do so will be a bidder's risk.
- b) **CONDITION 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 their bid.) All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- c) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by UL for the item(s) offered and furnished.
- d) **BIDDER'S CONDITIONS:** The Board specifically reserves the right to reject any conditional bid.

4. **EQUIVALENTS:** If bidder offers makes of equipment or brands of supplies other than those specified in the following bid form, he must so indicate on his 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 manufacturer's' and brand names, when listed, are informal 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.**

Lacking any written indication of intent to quote an alternate brand or model number, the bid will be considered as a quotation in complete compliance with the specifications as listed in the bid form.

5. **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. Any violation of these stipulations may also result in all departments being advised not to do business with vendor.

6. **SAMPLES:** Samples of items, when required must be furnished free of expense. If not destroyed they will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within 30 days after bid opening. All samples will be disposed of after 30 days. Each individual sample must be labeled with bidder's name, bid number, and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the

bid. Unless otherwise indicated, samples should be delivered to the office of Purchasing Department of the School Board of Martin County, Florida, 2845 SE Dixie Highway, Stuart, FL. 34997-5037.

7. DELIVERY: Unless actual date of delivery is specified (or if specified delivery cannot be met), indicate number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

8. INTERPRETATIONS: Any questions concerning conditions and specifications should be submitted to the Department of Purchasing no later than three (3) working days prior to the bid opening.

9. AWARDS: In the best interest of the School Board, the Board 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, and 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 FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes.

10. PUBLIC ENTITY CRIMES: The following statement informs you of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows: "A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, any may not transact business with any public entity in excess of the threshold amount provide in Section 287.017, for CATEGORY TWO FOR A PERIOD OF 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST."

11. BID OPENING: Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall be returned unopened.

12. ADVERTISING: In submitting a proposal, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School Board.

13. INSPECTION, ACCEPTANCE, & TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer unless loss or damage result from negligence by the buyer. If the materials or services supplied to the Board are found to be defective or not conform to specifications, the Board reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.

14. PAYMENT: Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.

15. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the School Board of Martin County, Florida. Further, all bidders must disclose the name of any Board employee who owns, directly, or indirectly, an interest of five per cent (5%) or more in the bidder's firm or any of its branches.

16. DISPUTES: In 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.

17. 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.

18. PATENTS & ROYALTIES: The bidder, without exception, shall indemnify and save harmless The School Board of Martin County, Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Martin County, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed 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.

19. OSHA: The bidder warrants that the product supplied to The School Board of Martin County, Florida 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.

20. SPECIAL CONDITIONS: Any and all Special Conditions that may vary from these General Conditions shall have precedence.

21. ANTI-DISCRIMINATION: The bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202 Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, religion, disability, national origin, sex or marital status.

22. QUALITY: All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship.

23. LIABILITY, INSURANCE, LICENSES AND PERMITS: Where bidders are required to enter or go onto School Board 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 their bid.

24. BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE: Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After acceptance of bid, the Board will notify the successful bidder to submit a Performance Bond and Certificate of Insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.

25. DEFAULT: In the event of default on a contract, the successful bidder shall pay to the Board, as liquidated damages an amount equal to 25% of the unit price bid, times the quantity (or) \$50.00, whichever amount is larger in the event of default on a contract, the successful bidder shall pay all attorney's fees and court costs incurred in collecting any liquidated damages.

26. CANCELLATION: In the event any of the provisions of this bid are violated by the Contractor, the Superintendent shall give written notice to the Contractor stating the deficiencies and unless deficiencies are corrected with ten (10) days, recommendation will be made to the School Board for immediate cancellation. The School board of Martin County, Florida reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

27. BILLING INSTRUCTIONS: Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in duplicate to the School Board of Martin County, Florida, Finance Department, 500 East Ocean Blvd., Stuart, FL 34994. Payment will be made within 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.

28. NOTE TO VENDORS DELIVERING TO MARTIN COUNTY SCHOOLS WAREHOUSE: Normal receiving hours are Monday through Friday (excluding holidays) 8:00 A.M. to 3:30 P.M. Summer receiving hours, typically mid June to early August, are 7:30 AM to 4:30 PM, Monday through Thursday. This warehouse is located at 2845 SE Dixie Highway, Stuart, Florida 34997.

29. SUBSTITUTIONS: The School Board of Martin County, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their bid once awarded by the School Board. Any substitute shipments will be returned at the bidder's expense.

30. FACILITIES: The Board reserves the right to inspect the bidder's facilities at any time without prior notice.

31. BID ABSTRACTS: Bidder's desiring a copy of bid tabulation may view and download the tabulation at <http://www.demandstar.com>, (registration required). Bidder may subscribe at the DemandStar site.

Special Terms and Conditions

A1 **AS SPECIFIED**

A purchase order or blanket purchase order will be issued to the awarded bidder(s) with the understanding that all items delivered must meet the specifications herein. Items delivered not as specified will be picked up by the Bidder at no expense to the District. Replacement items meeting specifications shall be submitted within a reasonable time of rejection of the non-conforming items.

At the option of the District, item(s) from any delivery may be submitted to an independent testing laboratory to determine conformity to respective specifications. Bidders shall assume full responsibility for payment of any and all charges for testing and analysis of any product offered or delivered that does not conform to the minimum required specifications.

A2 **AWARD, ALL OR NONE,**

Award will be made on an "All-or-None Total Offer" basis.

B1 **BARRICADES AND SIGNS**

Contractor shall provide signs, barricades, and/or flashing lights necessary for the protection of the work and the safety of the public.

C1 **CANCELLATION, WITH CAUSE**

If either product or service does not comply with specifications as stated herein or fails to meet the District's performance standards, the contractor shall be given reasonable time to correct all deficiencies. Failure to remedy such deficiencies within a reasonable time shall result in immediate cancellation of the contract and (a) assessment of liquidated damages or (b) cover in accordance with the Uniform Commercial Code. Cancellation in this manner may result in suspension of the Contractor from the bidders list for a period of up to 3 years.

C2 **CERTIFICATION, CONTRACTOR**

Vendor must hold a Certificate of Competency and show proof by submission with bid response, of a copy of the certificate as a State of Florida or Martin County Certified Contractor. The Certificate of Competency must be in the name of the Bidder shown on the Bid Proposal Page.

C3 **CODES AND REGULATIONS, BUILDING AND SAFETY**

The vendor must strictly comply with all Federal, State and local building and safety codes.

C4 **CODES AND REGULATIONS, FEDERAL FUNDS**

Awarded bidder/contractor must comply with all Federal State and Local, (awarding agency) requirements and regulations pertaining to: reporting, patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract, and copyrights and rights in data.

Awarded bidder/contractor must provide access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract/purchase for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records shall be for three years after grantees or subgrantees make final payments and all other pending matters are closed.

The awarded bidder/contractor will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

The awarded bidder/contractor will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)

The awarded bidder/contractor will comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

The awarded bidder/contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

C5 CODES AND REGULATIONS, FINGERPRINTING

Awarded bidder will comply with all requirements of Fla. Stat. 1012.32 and 1012.465 by completing the fingerprint screening required of the awarded bidder and all of its employees who provide services under this contract. Awarded bidder shall contact the District's Personnel Department at 772/219-1200 ext. 30242 to schedule an appointment for the screening. The fingerprint screening must be completed in advance of the awarded bidder providing any services. The awarded bidder will bear the cost of acquiring the background screening required by Fla. Stat. 1012.32, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the awarded bidder and its employees. Awarded bidder will provide District with a list of its employees. Awarded bidder will update these lists in the event that any new employees are added and awarded bidder agrees that new employees shall be fingerprinted. Awarded bidder agrees that in the event any employee is convicted of a criminal offense, the awarded bidder will notify the District within forty-eight (48) hours.

The parties agree in the event that the awarded bidder fails to perform any of the duties described in the above paragraph, this will constitute a breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Awarded bidder agrees to indemnify and hold harmless the District, its officers and employees from any liability

whatsoever resulting from awarded bidder's failure to comply with the requirements of this paragraph or Fla. Stat. 1012.32 and 1012.465.

C6 **CONTRACT PERIOD/EXTENSIONS**

The successful bidder shall be awarded a contract to supply the goods/services for twelve (12) months with options to renew the contract for four (4) additional twelve (12) periods. Options for renewal will only be exercised upon mutual written agreement and with all original terms and conditions.

D1 **DEBRIS**

Bidder shall be responsible for the prompt and complete removal of all debris which is a result of this contractual service.

I1 **INFORMATION AND DESCRIPTIVE LITERATURE, ALL BIDDERS**

Bidders must furnish all information requested and in the space provided on the bid form, if any. Further, each bidder must submit with his proposal, descriptive literature and complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements shall be subject to rejection.

I2 **INSURANCE REQUIRED FOR WORK ON DISTRICT FACILITIES OR SITES**

It shall be the responsibility of the successful Bidder to provide evidence of the following minimum amounts of insurance coverage:

Workers' Compensation and Employers' Liability coverage to apply to all employees for Statutory Limits in compliance with applicable state and federal laws. Coverage must include Employers' Liability with a minimum limit of \$100,000 each accident;

Business Auto Policy or similar form, shall have minimum limits of \$300,000 Per Occurrence Combined Single Limit for Bodily Injury and Property Damage Liability. This shall include, Owned, Hired and Non Owned Vehicles;

Commercial General Liability or similar form, shall have minimum limits of \$300,000 Per Occurrence Combined Single Limit for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed.

An original or certified copy of the signed Certificate or Certificates of Insurance, evidencing that required insurance coverage(s) has been procured by Contractor in the types and amount(s) required hereunder, shall be transmitted to the District prior to Contractor performing any operations under the terms of the contract.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include the School Board of Martin County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured. Required insurance shall support Contractor's agreement of indemnity set forth in the Contract and shall so state in said Certificate. Further, said Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the District prior to any adverse change, cancellation or non-renewal of coverage thereunder. Said liability insurance must be acceptable to and approved by the District as to form and types of coverage. In the event that the statutory liability of the District is amended during the term of this agreement to exceed

the above limits, Contractor shall be required, upon thirty (30) days written notice by the District, to provide coverage at least equal to the amended statutory limit of liability of the District.

It shall be the responsibility of the contractor to insure that all subcontractors comply with the same insurance requirements referenced above.

I3 INSPECTION OF FACILITIES, OPTIONAL REJECTION

It is the bidder's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangements for bidder's inspection of facilities and/or activity schedules may be secured from Mark Cocco, Operations Manager. Failure to visually inspect the facilities may be cause for disqualification of your bid.

L1 LICENSES AND PERMITS

It shall be the responsibility of the successful bidder to obtain, at no additional cost to the District, any and all licenses and permits required to complete this contractual service. A copy of these licenses and permits shall be submitted to the District prior to commencement of work.

M1 METHOD OF ORDERING, PURCHASE ORDER

A purchase order shall be issued for Fire Ant Control.

P1 PRICING, FIRM PRIOR TO AWARD

All prices bid shall be effective for a minimum of 60 days after bid opening date, prior to award.

P2 PROTECTION OF PROPERTY

The successful Bidder shall at all times guard against damage or loss to the property of the District or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The District may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or his agents. The Bidder shall also be responsible for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, by rainstorm, wind damage, vandalism or other acts of God).

P3 PUBLIC SAFETY AND CONVENIENCE, OBSTRUCTION LIMITS

In the Contractor's use of streets and highways for the work to be done under these specifications, he shall conform to all Municipal, County, State and Federal laws and regulations as applicable.

The Contractor shall, at all times, so conduct his work as to insure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages of construction, and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property, in a manner satisfactory to the Director of Purchasing and Warehousing or their designee.

No more than one-half (1/2) the road or street shall be closed and traffic shall be controlled, so as to provide minimum hindrance.

There shall be no obstruction of the travel lanes between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. without approval from the Director Purchasing and Warehousing or his designee.

No road or street shall be closed to the public, except with the permission of the proper governmental District. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks, public telephones and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.

P4 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

All Bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all political subdivisions under the same conditions, for the same prices and the same effective period as this bid, should the Bidder feel it is in their best interest to do so.

This agreement in no way restricts or interferes with the right of any political subdivision to re-bid any or all items.

Q1 QUALIFICATION OF BIDDERS, SERVICE/CONSTRUCTION

This bid shall be awarded only to a responsible bidder, qualified to provide the work specified. The bidder shall submit the following information with his proposal:

- A. Experience record showing the bidder's training and experience in similar work.
- B. List and brief description of similar work satisfactorily completed with location, dates of contracts, names and addresses of owners.
- C. List of equipment and facilities available to do the work.

Failure to submit the above requested information may be cause for rejection of your bid. Information previously submitted to the District in response to another Invitation to Bid shall not satisfy this requirement.

S1 SECURITY OF WORK SITE

The successful Bidder shall at all times guard against damage or loss to the property of the District and injury to its employees or the public. The Bidder shall properly fence and secure the construction site(s) at all times, including evenings and weekends. The Bidder must, at all times, comply with State of Florida and OSHA safety regulations.

U1 UTILITIES INTERRUPTION

Interruption to water, electrical or other service shall be minimized. The Contractor shall submit plans and schedules to the Facilities Department for approval by the proper authorities before any shutdown or any interruption in service takes place.

Technical Specifications

SCOPE OF SERVICES

Provide a twice a year broadcast bait control system for controlling fire ants at all sites for Martin County School District according to the following chart showing a total net acreage of property of approximately 619 acres. A combination of baits may be used if necessary to control ant infestation in the short term for quick "knock down" of existing mounds and to control the ant population in the long term as well. All baits must be approved for use on school sites and agricultural areas. Some samples of chemicals would be Extinguish, Extinguish Plus, Amdro, Logic/Award, Firestar/Ceasefire, Advion and Top Choice.

School	Address	Phone	Contact	
Bessey Creek Elementary	2201 SW Matheson Ave	(772)219-1500	Carl Holbrook	14.3
Challenger	5150 SE Willoughby Blvd	(772)219-1515	Tony Barrett	8.9
Crystal Lake Elementary	2095 SW 96th Street	(772)2191525	Sean Rowell	29.6
David Anderson Middle	7000 SE Atlantic Ridge Drive	(772)221-7100	Frank Nubelo	24.2
Environmental Studies Center	2900 NE Indian River Drive	(772)219-1887	Larry Burick	4.6
Felix A. Williams Elementary	401 Baker Road	(772)219-1640	Luther Yates	22.8
Head Start/Pre-K	3940 SE Salerno Road	(772)219-1893	Clarissa Cartozian	3.7
Hidden Oaks Middle	2801 SW Martin Highway	(772)219-1665	Brian Hunter	19.8
Hobe Sound Elementary	11555 SE Gomez Avenue	(772)219-1540	Johnny Wobbleton	11.4
Indiantown Adult Learning Center	15255 SW Jackson Ave	(772)597-3848	Elia Vidaillet	0.7
Indiantown Middle	16303 SW Farm Road	(772)597-2146	Frank Kasmire	17.7
Instructional Center	500 East Ocean Blvd	(772)219-1200	Donna Wiseman	0.9
J. D. Parker Elementary	1010 SE 10th Street	(772)219-1580	Debbie Johns	2.1
Jensen Beach Elementary	2525 NE Savanna Road	(772)219-1555	Mike Hickling	17.7
Jensen Beach High	2875 Goldenrod Road	(772)232-3500	Rudy Manna	92.6
Martin County High	2801 SE Kanner Highway	(772)219-1800	Neil Flood	56.5
Migrant Program	15383 Osceola Street	(772)597-3848	Elia Vidaillet	0.9
Murray Middle	4400 SE Murray Street	(772)219-1670	Carl Williams	14.6
One Stop Center	16491 SW Farm Road	(772)597-3848	Elia Vidaillet	9.8
Palm City Elementary	1951 SW 34th Street	(772)219-1565	David Garcia	10.4
Perkins Center	16868 Palm Beach Street	(772)597-2685	Clarissa Cartozian	1.7
Pinewood Elementary	5200 SE Willoughby Blvd	(772)219-1595	Tony Barrett	12.4
Port Salerno Elementary	3260 Lionel Terrace	(772)219-1610	John Dunham	11.5
Salerno Learning Center	Jack Ave	(772)219-1893	Clarissa Cartozian	13
Seawind Elementary	3700 SE Seabranh Blvd	(772)219-1625	Vince Costello	17.2
Service Center	2845 SE Dixie Highway	(772)219-1275	Mark Cocco	13.2
South Fork High	10205 SW Pratt-Whitney Road	(772)219-1870	Susan Fertitta	139.9

School	Address	Phone	Contact	
Spectrum Jr/Sr High School	800 Bahama Ave	(772)219-1870	Kenyatta Rucker	14.5
Stuart Learning Center	1050 SE 10th Street	(772)223-3105	Bill Guyton	11.4
Stuart Middle	575 Georgia Ave	(772)219-1685	Tom Kimbler	12.9
Warfield Elementary	15261 SW 150th Street	(772)597-2551	Jody Garrett	8
Totals				618.9

BID PROPOSAL

BID SUMMARY SHEET

THE UNDERSIGNED BIDDER, having familiarized themselves with the specifications in the Invitation to Bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied themselves of the expense and difficulties attended in the performance of a contract.

HEREBY PROPOSES AND AGREES, in this **MCS D BID NO. 1010-0-2007/JC** that the Bidder hereby accepts all terms and conditions as stated herein, and shall enter into a Contract to perform for the following price.

\$ _____ **Per Acre/Per Application**

QUESTIONS:

Was Visual Inspection made, per Term and Condition, #I3? Yes _____ No _____

Is Qualification of Bidders information included, per Term and Condition, #Q1? Yes _____ No _____

Is Certificate of Competency included, per Term and Condition #C2? Yes _____ No _____

Are Information/descriptive literature included per Term and Condition #I1? Yes _____ No _____

Is the Drug-Free Workplace Form attached? Yes _____ No _____

Does your firm have a location/office/facility in Martin County? Yes _____ No _____

Address:

Bidder understands that the District reserves the right to reject all Bids and to waive any informality in bidding. The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids, prior to award.

Payment Terms: Net 30 days

Company

Name: _____

Address: _____

Telephone: _____ Fax _____

E-mail address: _____

By (Signature): _____ **Date:** _____

Name (Printed): _____ Title: _____

BID PROPOSAL

DRUG-FREE WORKPLACE

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that 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 novo contender 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 work place no later than 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.

BID PROPOSAL

**MARTIN COUNTY SCHOOL DISTRICT'S
INSURANCE REQUIREMENTS**

PROOF OF THE FOLLOWING INSURANCE WILL BE FURNISHED BY THE SUCCESSFUL BIDDER BY **CERTIFICATE OF INSURANCE**, WHICH NAMES MARTIN COUNTY SCHOOL BOARD AS ADDITIONAL INSURED (NOT CERTIFICATE HOLDER). SUCH CERTIFICATE MUST CONTAIN A PROVISION FOR NOTIFICATION OF THE BOARD TEN (10) DAYS IN ADVANCE OF ANY MATERIAL CHANGE OR CANCELLATION.

COMMERCIAL GENERAL LIABILITY INSURANCE, INCLUDING CONTRACTUAL LIABILITY, TO COVER THE HOLD HARMLESS AGREEMENT SET FORTH HEREIN, WITH LIMITS OF NOT LESS THAN:

EACH OCCURRENCE	\$300,000
PERSONAL/ADVERTISING INJURY	\$300,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE	\$300,000
GENERAL AGGREGATE	\$600,000
FIRE DAMAGE	\$100,000 ANY 1 FIRE
MEDICAL EXPENSE PERSON	\$ 5,000 ANY 1

BUSINESS AUTOMOBILE LIABILITY FOR ANY AUTO (ALL OWNED, HIRED, AND NON-OWNED AUTOS) WITH LIMITS OF NOT LESS THAN \$300,000 PER PERSON/\$1,000,000 PER ACCIDENT

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE WITH LIMITS EQUAL TO FLORIDA STATUTORY REQUIREMENTS.

THE SUCCESSFUL BIDDER AGREES, BY ACCEPTING THE AWARD OF THE BID, TO THE FOLLOWING "**HOLD HARMLESS AGREEMENT**":

DURING THE TERM OF THIS BID THE VENDOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA, ITS AGENTS, SERVANTS, AND EMPLOYEES FROM ANY AN ALL COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, REASONABLE INVESTIGATIVE AND DISCOVERY COSTS, COURT COSTS, AND ALL OTHER SUMS WHICH THE BOARD, ITS AGENTS, SERVANTS, AND EMPLOYEES MAY PAY OR BECOME OBLIGATED TO PAY ON ACCOUNT OF ANY, ALL AND EVERY CLAIM OR ACTION FOUNDED THEREON, ARISING OR ALLEGED TO HAVE ARISEN OUT OF THE PRODUCTS, GOODS OR SERVICES FURNISHED BY THE VENDOR, THEIR AGENTS, SERVANTS, EMPLOYEES OR ANY OF THEIR EQUIPMENT WHEN SUCH PERSON OR EQUIPMENT ARE ON THE PREMISES OWNED OR CONTROLLED BY THE BOARD FOR THE PURPOSE OF PERFORMING SERVICES, DELIVERING PRODUCTS OR GOODS, INSTALLING EQUIPMENT OR OTHERWISE TRANSACTING BUSINESS, WHETHER SUCH CLAIMS BE FOR DAMAGES, INJURY TO PERSON OR PROPERTY, INCLUDING THE BOARD'S PROPERTY, OR DEATH, OF ANY PERSON, GROUP OR ORGANIZATION, WHETHER EMPLOYED BY THE VENDOR OF THE BOARD OTHERWISE.