

John L. Ruis, Ed.D.
Superintendent of Schools

**INVITATION TO BID
BID NO. 2011-02**

(904) 491-9900
Fax (904) 321-5879
www.nassau.k12.fl.us

Sealed bids will be received by the School Board of Nassau County, Director of Business Services, at her office located at the Nassau County School Board Building on the North side of Atlantic Avenue (between 11th and 13th Streets), 1201 Atlantic Avenue, Fernandina Beach, Florida, until 2:00 pm on Thursday, May 12, 2011, and thereafter publicly opened, read aloud and recorded for the following:

**PROVIDING INTEGRATED PEST MANAGEMENT SERVICES FOR
SCHOOL FACILITIES LOCATED IN NASSAU COUNTY, FLORIDA**

Any bid received after the specified time and date will not be considered.

No bidder may withdraw his bid for a period of 45 days after the date set for the opening thereof.

A recommendation for award of this bid will be presented to the School Board of Nassau County, at its regular meeting, held at 6:30 p.m. on Thursday, May 26, 2011.

A mandatory pre-bid conference is set for May 2, 2011 at 1:00 p.m. at the following location.

Facilities Department
86334 Goodbread Drive
Yulee, Florida 32097
(904) 225-0573

One set of specifications may be obtained by Commercial Pesticide Applicators, licensed by the Florida Department of Agriculture and Consumer Services (FDACS) in accordance with Florida Statute 482.071 and Pesticide Applicator Certificates in General Household Pest Control, in accordance with Florida Statute 482.111. All questions concerning this bid shall be directed to Tim Groat, Operations and Support Manager.

All bids must be made on the appropriate proposal forms, properly executed and placed in an envelope marked to identify the bid and then shall be delivered or mailed to The School Board of Nassau County, 1201 Atlantic Avenue, Fernandina Beach, Florida 32034.

The School Board of Nassau County reserves the right to reject any or all bids, waive informalities in any bid, make the award in part or whole and to make the award in the best interest of the School Board of Nassau County.

The School Board of Nassau County

BID NUMBER: 2011-02

RELEASE DATE: April 11, 2011

BID DUE DATE AND TIME: May 12, 2011 – 2:00 pm

SUBMIT BID TO: Nassau County School Board
Business Services
1201 Atlantic Avenue
Fernandina Beach, Florida 32034

Bids must be delivered to Business Services prior to BID DATE and TIME. All Bids must be clearly identified with the Bid number on the outside of the mailing package.

FAX BIDS ARE NOT ACCEPTABLE.

CONTACT PERSON: Tim Groat
Operations & Support Manager
904-225-0573

GENERAL CONDITIONS are a part of this bid request and are included herein. All bidders are advised to send full descriptions and information.

REQUIRED ITEMS:

1. Three References
2. Non-Collusion Affidavit
3. Public Entities Crimes Form
4. Pricing Sheet
5. Certification Page with Certificate number
6. Copy of state issued ID card

GENERAL CONDITIONS

1. **BID REQUIREMENTS:** The Bid Response Form on which the bidder actually submits a bid and any pages upon which information is required to be inserted must be completed and submitted with the bid response. Bid responses that fail to comply with these submittal requirements may not be considered for award.
 - (a.) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the bidder to be certain that all pages of the bid and all required attachments thereto are received; and all addenda released are received prior to submitting a bid. All bids are subject to the conditions specified herein on the attached documents, and on any addendum issued thereto.
 - (b.) **BID SUBMITTED:** Completed bid must be submitted sealed in an envelope. Bids must be time stamped in the Finance Department prior to the bid opening time on the date due. No bid will be considered if not time stamped in the Finance Department prior to the stated bid opening time. Bids submitted by telegraphic or facsimile transmission will not be accepted.
 - (c.) Each bid must be submitted in a sealed envelope with the bid number clearly identified on the outside of the mailing package.
 - (d.) Paragraph (2)(a) of Section 298.133 Florida Statutes states: "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 contract to provide any foods 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 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.) **EXECUTION OF BID:** All bids must be completed in ink or typewritten. Any illegible entries will not be considered for award. The original bid conditions and specifications cannot be changed or altered in any way by the bidder.
2. **SPECIFICATIONS** used are intended to be open and nonrestrictive. Any reference to brand name or number shall not be construed as restricting to that manufacturer, but is used as a minimum standard of quality. The Board, through its Operations Department, shall be the sole judge in making the determination as to the quality of the product/item bid.
3. **PRICES QUOTED:** Price submitted shall include all shipping, handling, insurance and any other costs associated with the delivery of the product. Prices must be stated in units to quantity specified in the bid.
4. **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 the bidders risk.
5. **BIDDER'S CONDITIONS:** The Board specifically reserves the right to reject any conditional bid submitted by bidders.

6. No corrections of any apparent ambiguity, inconsistency, or error therein, will be made to any bidder orally. Every request for such interpretation or correction should be in writing, prior to bid date, addressed to the school district personnel responsible for the bid. All such interpretations and supplemental instructions will be in the form of written Addenda to the Bidding Documents. Only the interpretation or correction so given by the school district representative in writing shall be binding and prospective bidders are advised that no other source is authorized to give information concerning, or to explain or interpret the bid documents.
7. **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; 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 SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes.
8. **PROTEST PROCEDURE:** Failure to file a protest as outlines in Section 120.57 (3) Florida Statutes shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
9. **OTHER GOVERNMENTAL AGENCIES:** It is the intent of this solicitation to obtain bids to furnish the product/services herein specified to the School Board of Nassau County, Florida. Other school boards or governmental agencies may purchase from this solicitation if permitted by the contractor or supplier. Said product or services are to be furnished in accordance with the contract resulting from this solicitation.
10. **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 Nassau 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 of the total assets of capital stock in the bidder's firm.
11. **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.
12. **OSHA:** The bidder warrants that the product supplied to the School Board of Nassau 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 a breach of contract.
13. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
14. **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 agrees to the Hold Harmless Agreement stated herein and 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 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.
15. **CANCELLATION:** In the event any of the provisions of this bid are violated by the contractor, the Superintendent or Designee shall give written notice to the contractor stating the deficiencies

and unless deficiencies are corrected within five (5) days, recommendation will be made to the School Board for immediate cancellation. The School Board of Nassau 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.

- 16. BID TABULATIONS:** Bidders desiring a copy of bid tabulation may request same by enclosing a self addressed, stamped envelope with sufficient amount of postage on the envelope when submitting the bid.
- 17. HOLD HARMLESS AGREEMENT:** During the term of this bid the bidder shall indemnify, hold harmless, and defend the School Board of Nassau County, Florida its agents, servants and employees from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and recovery 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 demand, or assertion of liability, or any claim or actions founded, thereon arising or alleged to have arisen out of products, goods or services furnished by the bidder, his agents, servants or employees, or any of his equipment when such persons or equipment are on 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 claim or 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 bidder or the Board or otherwise.

SPECIAL CONDITIONS

- 1. INTENT:** The intent of this Request for Proposal is to establish the requirements and secure pricing.
- 2. CONTRACT PERIOD:** Prices shall hold firm for a contract period of approximately one (1) year. The effective contract period shall be from July 1, 2011 to June 30, 2012. The anticipated Board approval date is May 26, 2011. The School Board shall have the option to renew the contract for two (2) additional twelve (12) month periods.
- 3. RENEWAL:** The Board reserves the right to renew this bid or any portion thereof upon mutual agreement in writing by both parties.
- 4. AWARD:** This shall be an all or none contract award. The award will be made in the best interest of the Board.
- 5. TERMINATION OF CONTRACT:** The Board shall provide sixty (60) days written notification of termination of the contract. The termination shall be based upon the substantiated occurrence of any of the following events or conditions:
 - 5.1** The Board's lack of available funds due to the budget allocations.
 - 5.2** Vendor's failure to perform.

6. **PRICE:** Price submitted by vendors shall include all shipping, handling, insurance and any other costs associated with the delivery of this product.
7. **REFERENCES:** Vendors shall furnish reference from three (3) current commercial establishments including at least one (1) food service facility and/or one with multiple delivery locations
8. **INSURANCE:** The successful bidder shall purchase and furnish certificated of insurance and maintain the following insurance for the life of the contract:
 - 8.1 Worker's Compensation: Statutory requirement of Chapter 440, Florida Statutes.
 - 8.2 Commercial Liability Insurance
 - 8.3 Business Automobile Insurance
 - 8.4 The School Board of Nassau County shall be named as an additional insured on the successful bidder's policies.
 - 8.5 The successful bidder shall furnish the School Board of Nassau County Finance Department certificates evidencing that required insurance is in effect before beginning work. Certificates shall be received in the Finance Department within ten (10) working days after notification of award of the contract.
9. **JESSICA LUNSFORD ACT:** Requirements are the responsibility of all vendors. This law became effective September 1, 2005. The Act states that contractual personnel who are permitted access to school grounds when students are present or who have direct contact with students must meet Level 2 requirements as described in Section 1012.32, Florida Statutes. Contractual personnel shall include any vendor, individual, or entity under contract with the District.
10. **CONTACT INFORMATION:** Please submit written bid specification questions to:

Tim Groat
Operations & Support Manager
Nassau County School Board
86334 Goodbread Dr
Yulee, FL 32097
904-225-0573

**CONTRACT SPECIFICATION FOR
INTEGRATED PEST MANAGEMENT PROGRAMS
FOR NASSAU COUNTY SCHOOL DISTRICT
BID NO. 2011-02**

1. GENERAL

- a. **Description of Program:** This specification is part of a comprehensive Integrated Pest Management (IPM) Program for the premises listed herein. IPM is a process for achieving long term, environmentally sound pest suppression through the use of a wide variety of technological and management practices. Control strategies in an IPM program extend beyond the application of pesticides to include structural and procedural modifications that reduce the food, water, harborage, and access used by pests.
- b. **Contractor Service Requirements:** The Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the surveillance, trapping, pesticide application, and pest removal components of the IPM program. The Contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications to aid in pest prevention.

2. PESTS INCLUDED AND EXCLUDED

- a. **The Contractor Shall Adequately Suppress the Following Pest:**
 - i. Indoor populations of rats, mice, cockroaches, flies, spiders, and any other arthropod pest.
 - ii. Populations of the above pest that are located outside of the specified buildings, but within the property boundaries of the buildings.
 - iii. Winged termite swarmers emerging indoors.
 - iv. Individuals of all excluded pest populations that are incidental invaders inside buildings.
- b. **Populations of the Following Pest are Excluded From This Contract:**
 - i. Birds, bats, snakes, and all other vertebrates other than commensal rodents.
 - ii. Termites and other wood-destroying organisms.
 - iii. Mosquitoes.
 - iv. Pests that primarily feed on outdoor vegetation.
 - v. Head lice.

3. INITIAL BUILDING INSPECTIONS

The Contractor shall complete a thorough, initial inspection of each building or site at least five (5) working days prior to the starting date of the contract. The purpose of the initial inspection is for the Contractor to evaluate the pest control needs of all premises and to identify problem areas and any equipment, structural features, or management practices that are contributing to pest infestations. Access to building space shall be coordinated with the Operations and Support Manager (OSM). The OSM will inform the Contractor of any restrictions or areas requiring special scheduling.

4. PEST CONTROL PLAN

The Contractor shall submit to the OSM a Pest Control Plan at least five (5) working days prior to the starting date of the contract. Upon receipt of the Pest Control Plan, the OSM will render a decision regarding its acceptability within two (2) working days. If aspects of the Pest Control Plan are incomplete or disapproved, the Contractor shall have two (2) working days to submit revisions. The Contractor shall be on-site to perform the initial service visit for each building within the first five (5) working days of the contract.

The Pest Control Plan shall consist of five parts as follows:

- a. **Proposed Materials and Equipment for Service:** The Contractor shall provide current labels and Material Safety Data Sheets (MSDS) of all pesticides to be used, and brand names of pesticide application equipment, rodent bat boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest control devices or equipment that may be used to provide service.
- b. **Monitoring and Surveillance:** The Contractor shall prescribe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessments of pest population levels throughout the term of the contract.
- c. **Service Schedule for Each Building or Site:** The Contractor shall provide complete service schedules that include weekly or monthly frequency of Contractor visits, specific day(s) of the week of Contractor visits, and approximate duration of each visit.
- d. **Description of any Structural or Operational Change That Would Facilitate the Pest Control Effort.** The Contractor shall describe site-specific solutions for observed sources of pest food, water harborage, and access.
- e. **Commercial Pesticide Applicator Certificates or Licenses:** The Contractor shall provide photocopies of the business' Pest Control License (Florida Statute 482.071) from Florida Department of Agriculture and Consumer Services (FDACS) and Pesticide Applicator Certificates in General Household Pest Control (Florida Statute 482.111) for every Contractor employee who will be performing on-site service under this contract.

The Contractor shall be responsible for carrying out work according to the approved Pest Control Plan. The Contractor shall receive the concurrence of the OSM prior to implementing any subsequent changes to the approved Pest Control Plan, including additional or replacement pesticides and on-site service personnel.

5. **RECORD KEEPING**

The Contractor shall be responsible for maintaining a pest control logbook or file for each building or site specified in this contract. These records shall be kept on site and maintained on each visit by the Contractor. Each logbook or file shall contain at least the following items:

- a. **Pest Control Plan:** A copy of the Contractor's approved Pest Control Plan, including labels and MSDS for all pesticides used in the buildings, brand names of all pest control devices and equipment used in the buildings, and the Contractor's service schedule for the buildings.
- b. **Work Request and Inspection Forms:** Work Request and Inspection Forms will be used to advise the Contractor of routine service requests and to document the performance of all work, including emergency work. Upon completion of a service visit to the building or site, the Contractor's employee performing the service shall complete, sign, and date the form, and return it to the logbook or file on the same or succeeding day of the service rendered.
- c. **Contractor's Service Report Forms:** Customer copies of a Contractor's Service Report Form documenting all information on pesticide application.

6. **MANNER AND TIME TO CONDUCT SERVICE**

- a. **Time Frame of Service Visits:** The Contractor shall perform routine pest control services that do not adversely affect tenant health or productivity during the regular hours of operation in buildings. When it is necessary to perform work outside of the regularly scheduled hours set forth in the Pest Control Plan, the Contractor shall notify the OSM at least one (1) day in advance.
- b. **Safety and Health:**
 - i. The Contractor shall observe all safety precautions throughout the performance of this contract. All work shall comply with applicable state and municipal safety and health Requirements. Where there is a conflict between applicable regulations, the most stringent will apply.
 - ii. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.
- c. **Special Entrance:** Certain areas within some buildings may require special instructions for persons entering them. Any restrictions associated with these special areas will be explained by the OSM. The Contractor shall adhere to these restrictions and incorporate them into the Pest Control Plan.
- d. **Uniforms and Protective Clothing:** All Contractor personnel working in or around buildings designated under this contract shall wear distinctive uniform clothing. The Contractor shall determine the need for and provide any personal protective items required for the safe performance of work. Protective clothing equipment, and devices shall, as a minimum, conform to U.S. Occupational Safety and Health Administration (OSHA) standards for the products being used.

- e. **Vehicles:** Vehicles used by the Contractor shall be identified in accordance with state (FDACS#- 14.103) and local regulations.

7. SPECIAL REQUESTS AND EMERGENCY SERVICE

On occasion, the OSM may request that the Contractor perform corrective, special, or emergency service(s) that are beyond routine service requests. The Contractor shall respond to these exceptional circumstances and complete the necessary work within one (1) working day after receipt of the request. In the event that such services cannot be completed within one working day, the Contractor shall immediately notify the OSM and indicate an anticipated completion date.

8. CONTRACTORS AND CONTRACTOR PERSONNEL

All contractors must be licensed as a qualified pest control business with FDACS.

Throughout the term of this contract, all Contractor personnel providing on-site pest control service must work under supervision of a supervisor holding certification as a **Certified Pesticide Applicator** in the category of General Household Pest Control.

9. USE OF PESTICIDES

The Contractor shall be responsible for application of pesticides according to the label. All pesticides used by the Contractor must be registered with the U. S. Environmental Protection Agency (EPA), state and/or local jurisdiction. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, state, and local laws and regulations.

The Contractor shall adhere to the following rules for pesticide use:

- a. **Approved Products:** The Contractor shall not apply any pesticide product that has not been included in the Pest Control Plan or approved in writing by the OSM.
- b. **Pesticide Storage:** The Contractor shall not store any pesticide product on the premises listed herein.
- c. **Application by Need:** Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any inside or outside area shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area. Preventive pesticide treatments of areas where surveillance indicates a potential insect or rodent infestations are acceptable on a case-by-case basis. Written approval must be granted by the OSM prior to any preventive pesticide application.
- d. **Minimizing Risk:** When pesticide use is necessary, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.

10. INSECT CONTROL

- a. **Emphasis on Non-pesticide Methods:** The Contractor shall use non-pesticide methods of control wherever possible. For example:
 - i. Portable vacuums rather than pesticide sprays shall be used for initial cleanouts of cockroach infestations, for swarming (winged) ants and termites, and for control of spiders in webs wherever appropriate.
 - ii. Trapping devices rather than pesticide sprays shall be used for indoor fly control wherever appropriate.
- b. **Application of Insecticides to Cracks and Crevices:** As a general rule, the Contractor shall apply all insecticides as “crack and crevice” treatments only, defined in this contract as treatments in which the formulated insecticide is not able to be contacted or is not visible to a bystander during or after the application process.
- c. **Application of Insecticides to Exposed Surfaces or as Space Sprays:** Application of insecticides to exposed surfaces or as space sprays (including fogs, mists, and ultra-low volume applications) shall be restricted to unique situations where no alternative measures are practical. The Contractor shall obtain the approval of the OSM prior to any application of insecticide to an exposed surface or any space spray treatment. No surface application or space spray shall be made while tenant personnel are present. The Contractor shall take all necessary precautions to ensure tenant and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application.
- d. **Insecticide Bait Formulations:** Bait formulations shall be used for cockroach and ant control wherever appropriate.
- e. **Monitoring:** Sticky traps shall be used to guide and evaluate indoor insect control efforts wherever necessary.

11. RODENT CONTROL

- a. **Indoor Trapping:** As a general rule, rodent control inside occupied buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations.
Trapping devices shall be checked on a schedule approved by the OSM. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.
- b. **Use of Rodenticides:** In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside occupied buildings, the Contractor shall obtain the approval of the OSM prior to making any interior rodenticide treatment. All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant bait boxes. As a general rule,

rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible.

- c. **Use of Bait Boxes:** Frequency of bait box servicing shall depend upon the level of rodent infestation. All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following five points:
- i. All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.
 - ii. The lids of all bait boxes shall be securely locked or fastened shut.
 - iii. All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved.
 - iv. Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
 - v. All bait boxes shall be labeled on the inside with the Contractor's business name and address, and dated by the Contractor's employee at the time of installation and each servicing.

12. STRUCTURAL MODIFICATIONS AND RECOMMENDATIONS

Throughout the term of this contract, the Contractor shall be responsible for advising the OSM about any structural, sanitary, or procedural modifications that would reduce pest food, water, harborage, or access. The Contractor shall be responsible for adequately suppressing all pests included in this contract regardless of whether or not the suggested modifications are implemented. The Contractor will not be held responsible for carrying out structural modifications as part of the pest control effort. However, minor applications of caulk and other sealing materials by the Contractor to eliminate pest harborage or access may be approved by the OSM on a case-by-case basis. The Contractor shall obtain the approval of the OSM prior to any application of sealing material or other structural modification.

13. PROGRAM EVALUATION

The OSM will continually evaluate the progress of this contract in terms of effectiveness and safety, and will require such changes as are necessary. The Contractor shall take prompt action to correct all identified deficiencies.

14. QUALITY CONTROL PROGRAM

The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Within five (5) working days prior to the starting date of the contract, the Contractor shall submit a copy of his program to the Contacting Officer. The program shall include at least the following items:

- a. **Inspection System:** The Contractor's quality control inspection system shall cover all the services stated in this contract. The purpose of the system is to detect and correct deficiencies in the services before the quality of level of performance becomes acceptable and/or the OSM identifies the deficiencies.
- b. **Checklist:** A quality control checklist shall be used in evaluating contract performance during regularly scheduled and unscheduled inspections. The checklist shall include every building or site serviced by the Contractor as well as every task required to be performed.
- c. **File:** A quality control file shall contain a record of all inspections conducted by the Contractor and any corrective actions taken. The file shall be maintained throughout the term of the contract and made available to the OSM upon request.
- d. **Inspector(s):** The Contractor shall state the name(s) of the individual(s) responsible for performing the quality control inspections.

15. **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 rooms, 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 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.
- 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 (Food Services), 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 inspections and elimination of pests 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/workrooms 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 and OSM, 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 all classrooms, including portable buildings, including but not necessarily limited to cabinets, closets, connected storage rooms, work rooms, sub flooring crawl spaces, if present, spaces above ceilings, if present and exterior perimeter. The Contractor shall arrange for access to the classrooms with the Principal or their Designee and provide an Inspection/Action Report to the Principal or their Designee and OSM which described the results of inspections, actions taken to eliminate encountered pests and recommendations for eliminating conditions, which may be encouraging pests in these areas.
- e. The Contractor is responsible for inspection and elimination of pests in all other building spaces, including, but not necessarily limited to mechanical rooms and storage facilities. This shall include off site facilities such as the Administrative Complex, Family Services, Transportation, Maintenance, Warehouse and Stadium buildings.

16. SPECIFIED SERVICES:

The Contractor shall perform pest control in NCSB 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 NCSB 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 paste baits like STAPLETON’S MRF 2000, MAX FORCE gel bait, BUDDY’S PUDDY, ALPHA 3, SIEGE, BORIC ACID or equivalent, silica aerogel diatomaceous earth, glue traps and mechanical traps. Furthermore, “least toxic” shall mean the application of pesticide or non-pesticidal 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 pest. The routine use of liquid sprays, aerosols and powders is not permitted in regularly occupied areas (such as, but not limited to, offices, classrooms, kitchens, dining rooms, day care centers, storerooms, etc.), unless written approval is obtained from the Maintenance and Food Services Department. The use of powders, dusts, liquids and aerosols is not permitted in areas above drop-ceiling tiles, unless written approval is obtained from the Maintenance and Food Services Departments. 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. Locating and treating all harborage locations achieve cockroach control. 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 and OSM 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. Pests shall not be endured in NCSB facilities for weeks until the next "Regular" service.

If the Contractor's technician observes rodent and other post 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, unclean areas, broken or missing screens, spaces around exterior doors or windows, cracks or holes in wall, 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 OSM respectively.

17. 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, EPA Registration Numbers and Material Safety Data Sheets (MSDS). As per Chapter 442, Florida Statutes, 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 a clear delineation of chemical content(s) of the product. For the purposes 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 1/2 x 11") format for possible inclusion into 3-ring binders.

- a. Before any pesticides are applied, the Maintenance and Food Services Departments shall approve 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 Maintenance and Food Services Departments.

- b. In the event that any of the pest control materials on the original list submitted with this bid are not acceptable to the OSM 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 OSM for written approval. The least toxic replacement product and method shall be selected.
- d. Routine rodent control activities at NCSB facilities shall be limited to the use of capture devices only. Any type of capture device, deployed as specified, is permissible.

18. GUARANTEE:

Treatment shall eliminate populations of pest included in these specifications. 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 Services defined as an unscheduled service provided under the scope of service 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 NCSB facilities or disrupts the efficient operation of that facility. The request for Emergency Pest Management Service shall be determined by the Site Administrator, their Designee, the Cafeteria Manager, the Food Service Systems Coordinator, the NCSB Maintenance Department, and approved by the OSM. The Contractor shall respond to a request for Emergency Pest Management Service within twenty four (24) hours and at no additional cost to NCSB.

19. 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 NCSB 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. If it becomes necessary to use many 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 OSM.

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 NCSB 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 OSM.
- 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 or pest problems may be conducted while school is in session.
- e. All containers holding pesticides used in the treatment of NCSB facilities shall be properly labeled with the name and strength of the pesticide product therein, as prescribed by law. NCSB or OSM 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 NCSB facilities.
- g. No empty pesticide containers and excess pesticides are to be discarded by the Contractor at NCSB facilities.
- h. Appropriate protective clothing and equipment consistent with the chemical manufacturers 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 OSM. The Contractor shall be responsible for said traps and the immediate removal from the facility of all captured animals. Traps shall be placed so that they do not interfere with 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 OSM. The information provided shall be as schematic drawings or narratives indicating the location of the capture devices.

NOTE: 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 NCSB By facilities unless the Contractor obtains written approval for each intended use from the OSM. 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 powder, 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 to the facility where rodenticide baits or tracking powders have been used are required. If the Contractor fails to obtain written approval from the NCSB or designee, prior to using rodenticide baits or tracking powders, the Contractor shall be considered in violation of technical specifications. OSM will notify the Contractor, in writing, indicating three (3) business days to correct the violation or face default.
- k. NCSB reserves the right to obtain product samples at anytime during application, to verify that the pesticide complies fully with pesticides approved by the OSM. Refusal by the Contractor to provide such samples shall be grounds for default of contract.
- l. 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, mist, ULVs or other space sprays into areas containing open flames. The Contractor shall not apply any pesticides onto tabletops, food serving utensils or any other surface that 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 ovens or inside the plenum spaces and hot plates of steam tables of serving lines and food conveyors. If a technician applies a pesticide in a manner which is inconsistent with the label directions or these specifications, the technician will be prohibited access to NCSB property. The technician may be reinstated only after the Contractor submits documentation showing date(s) of training, subject(s) of training and test results to the OSM verifying that the technician has received additional training in the proper use of the pesticide by a qualified trainer(s).
- m. 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 material, 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.

20. CONTRACTOR AND TECHNICIAN CREDENTIALS:

Bidders shall be licensed by the Florida Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control to perform pest control in the State of Florida, Bidders shall submit a copy of their current business license. Bidders shall have, at the time of bidding, the following personnel:

- a. A full-time Certified Pest Control Operator-In-Charge (C.P.C.O.) minimally certified by the Florida Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control, in the category of General Household Pest and Rodent Control, as prescribed by law. 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.

NAME OF C.P.C.O.:

CERTIFICATE NUMBER:

- b. Contractor's technicians conducting on-site treatments and inspections must hold current, valid company identification cards, issued by the Florida Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control. The Contractor shall provide one competent, trained and properly equipped technician, Certified Operator 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 NCSB OSM prior to servicing any NCSB 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 NCSB facilities.
- d. NCSB designee's have FAX capabilities. 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 technicians, the Contractor shall indicate that each technician has a cellular mobile telephone, two-way radio or an assigned beeper.
- e. The Contractor shall notify the OSM of a technician change, contact number change and office location change.

CONTRACTOR'S FAX NUMBER:

TECHNICIAN'S NAME:

CELLULAR PHONE NUMBER:

RADIO:

BEEPER:

21. PESTICIDE 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 1/2 x 11") format. This information shall be supplied to the Cafeteria Manager, Principal, Site Administrator or their Assigned Designees as specified for the Inspection/Activation 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 MSDS.

22. CONTRACTOR'S EQUIPMENT:

NCSB shall not be responsible for the loss or damage to any equipment, pest control materials or devices belonging to the Contractor.

23. NCSB RESPONSIBILITY:

The failure of NCSB 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.

24. PERSONNEL IDENTIFICATION:

All Contractor personnel working in NCSB facilities shall wear distinctive uniform clothing. The uniform shall have the Contractor's name easily identifiable and affixed to the uniform in a permanent or semi-permanent manner. All Contractor personnel, while working at NCSB Facilities shall carry their employee identification card, issued by the State of Florida Departments of Agriculture and Consumer Services, and shall show the card when requested.

25. DEFAULT OF CONTRACT:

Continued infestations of included pests in any facility specified herein shall be reasonable grounds for contract default.

26. AWARD/RENEWAL/CANCELLATION:

- (1) AWARD OF BID: will be made to responsible bidder with an overall low bid.
- (2) TERM: Contract shall be for one (1) year, beginning July 1st, 2011.
- (3) RENEWAL CLAUSE: The contract may be renewed annually at the same price, not to exceed two (2) additional years upon mutual agreement of the Vendor and the NCSB.
- (4) CANCELLATION: The School Board reserves the right to cancel the bid, with 30 days written notice, if for any reason the successful bidder does not provide services according to the specifications and conditions of the bid.

27. PROFESSIONAL'S LIABILITY INSURANCE:

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's obligations under the Contract, whether such operations be by himself or by any of his subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- A. Claims under Worker's Compensation, disability benefit and other similar employee benefit acts.
- B. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.
- C. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor or (2) by any person, and
- D. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.
- E. Claims for damages, including the loss of use of property due to a professional error and/or omission.

The insurance required shall be written for not less than the limits of liability specified below, or required by law, whichever is greater and shall include contractual liability insurance as applicable to the Contractor's obligation:

Worker's Compensation shall be in compliance with Chapter 440, Florida Statutes and Employers Liability Comprehensive General Liability:	Statutory Limits
Bodily Injury	\$100,000.00
Property Damage	\$200,000.00
or/Combined Single Unit	\$200,000.00
Comprehensive Automobile:	
Bodily Injury and Property Damage	\$100,000.00

Certificates of Insurance acceptable to the NCSB shall be filed with the NCSB prior to commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the NCSB.

The NCSB shall be named as an additional named insured on all insurance coverage required by this contract except Worker's Compensation and coverage which provides that this insurance applies separately to the School Board except with respect to limits of liability and is primary to rather than contributory with any insurance carried by the School Board.

Indemnification for the sum of ten (\$10.00) and other good and valuable consideration paid by the NCSB, receipt of which is hereby acknowledged by the Contractor, indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees out of or resulting from the performance of the work provided that such claims, damage, loss or expense:

(1) Is attributable to bodily injury, sickness, disease or death, or injury to, or destruction of tangible property other than the work itself, including the loss of use resulting there from, or (2) is caused in whole or in part by any negligent act or omission of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This obligation shall not be construed to reduce or negate any other right or obligation of indemnity that would otherwise exist as to any party or person described.

BID SHEET
BID NO. 2011-02
BID FILE

Authorized Representative's Signature

Printed Name of Authorized Representative

Vendor 's Name

Address

Telephone #

Fax #

form AD 1048(1/92)

**BID PRICE SHEET
BID FILE # 2011-02
INTEGRATED PEST MANAGEMENT**

NCSB FACILITIES	SQ FOOT	COST PER MONTH
1.DISTRICT OFFICE	76,153	\$
2.EMMA LOVE HARDEE	85,888	\$
3.FERNANDINA BEACH HIGH	190,843	\$
4. FERNANDINA BEACH MIDDLE	110,997	\$
5.SOUTHSIDE ELEMENTARY	88,641	\$
6.CHILD & FAMILY SERVICES	6,645	\$
7.FACILITIES	3,878	\$
8.TRANSPORTATION	7,238	\$
9.YULEE ADULT ED	3,200	\$
10.YULEE ELEMENTARY	114,149	\$
11.YULEE HIGH	182,582	\$
12.YULEE MIDDLE	134,810	\$
13.YULEE PRIMARY	110,371	\$
14. BRYCEVILLE ELEMENTARY	46,876	\$
15.CALLAHAN ELEMENTARY	105,410	\$
16.CALLAHAN INTERMEDIATE	81,028	\$
17.CALLAHAN MIDDLE	130,059	\$
18.WEST NASSAU HIGH	155,586	\$
19.HILLIARD ELEMENTARY	138,792	\$
20. HILLIARD MIDDLE-SR	149,792	\$
21. CALLAHAN ADULT ED	2,500	\$
TOTAL PER MONTH	1,925,438	\$

ALL PORTABLES AT ALL NASSAU COUNTY SCHOOL BOARD SITES SHALL BE INCLUDED. VENDOR SHALL BE RESPONSIBLE FOR SITES FOR PURPOSE OF NUMBER AND DIMENSIONS APPLICABLE TO FIGURING BIDS.

NOTE: Bid prices **MUST** be on Nassau County School Board "**BID PRICE SHEETS**" (included in Invitation to Bid).

Any questions regarding bid specifications and requirements should be referred to:

TIM GROAT, OPERATIONS & SUPPORT MANAGER (904) 225-0573

NON-COLLUSION AFFIDAVIT

(Attachment A)

State of _____

Contract/Bid No. _____

County of _____

I state that I am _____ of _____

(Title)

(Name of my firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- 1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractors, bidder, or potential bidder.
- 2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- 3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- 4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- 5) _____, its affiliates, subsidiaries, officers,

(Name of my firm)

directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Non-Collusion Affidavit (Attachment A)

Part 2

I state that _____ understands and
(Name of my firm)

acknowledges that the above representations are material and important, and will be relied on by

(Name of public entity)

in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from

(Name of public entity)

of the true facts relating to submission of bids for this contract.

Name and Company Position _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public _____

My commission expires: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

SIGNATURE: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____ Notary Public, State of _____

Or Produced Identification _____ My commission expires _____

Type of identification

(Printed typed or stamped commissioned
name of notary public)