Bradford County School Board
501 W. Washington Street
Starke, Florida 32091

REQUEST FOR PROPOSAL 26-003 FOR: *PEST CONTROL for Bradford District Schools*

RFP Purpose: It is the intent of the Bradford County School Board to solicit proposals from qualified businesses to provide pest control services in accordance with the conditions and specifications provided herein. One provider will be selected to provide all phases of Pest Control.

RFP Release Date: 05/13/2025
RFP Title: Request for Proposal, Pest Control for **Bradford District School Board**.
RFP No.: 26-003
RFP Contact: Patricia Tucker, tucker.patricia@mybradford.us, (904) 966-6002
Deadline for Submitting Questions: 06/05/2025 1:00 PMEST
Proposal Due Date and Time: 06/10/2025 1:00 PM EST
Proposal Opening Date, Time, and Location: 06/12/2025 1:00 PM EST; 501 W. Washington Street, Florida 32091
Tentative Award Recommendation Date: 06/30/2025 8:30 AM EST
RFP Submission Address: All proposals must be in a sealed envelope clearly marked "Request for Proposal No. for 26-003 Pest Control - Bradford District Schools" and be personally delivered or mailed to:

Site Visit: Non-Mandatory site visits will be accommodated on 6/02/2025 and 6/03/2025. Please contact Patricia Tucker to schedule.

Patricia Tucker
Bradford County School Board
Purchasing Department
501 W. Washington Street
Starke, Florida 32091

THE FOLLOWING MUST BE COMPLETED, SIGNED IN INK OR INDELIBLE PENCIL, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDER.

COMPANY NAME:
MAILING ADDRESS:
CITY, STATE, ZIP:
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):
SPIN NUMBER:
TELEPHONE NUMBER: (EXT.) FACSIMILE NUMBER:
EMAIL:

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDER SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THE PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDER.

TYPED OR PRINTED NAME:

AUTHORIZED SIGNATURE:

TITLE: DATE:

I. GENERAL TERMS AND CONDITIONS

NOTE: The term "Responder" as used within this RFP refers to the person, company or organization responding to this RFP. The Responder is responsible for understanding and complying with the terms and conditions herein.

A. GENERAL: Upon a recommendation of award, the terms and conditions of this RFP or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this RFP, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.

B. COMMUNICATION AND CONTACT REGARDING RFP: All questions and requests for additional information regarding this RFP must be submitted, via electronic mail, to Patricia Tucker, the Board's point of contact listed on page 1, by 06/05/2025 at 1:00 PM EST. All questions and requests submitted after this deadline may be cause for rejection of Responder's proposal. Responder(s) directing questions to any other employee, member, or official of the Board may be cause for rejection of Responder's proposal.

C. CONE OF SILENCE: Responders to this RFP or persons acting on their behalf may not contact, between the release of the RFP and the end of the 72-hour period following the Board posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee, member, or official of the Board concerning any aspect of this RFP, except in writing to Patricia Tucker, the Board's point of contact for this RFP as designated by the Superintendent or his designee. Any Responder or persons acting on their behalf who violates this provision may cause their proposal to be considered non responsive and therefore ineligible for award.

D. CONSIDERATION OF EXISTING STATE CONTRACTS: The Board has given consideration to the prices available to it under rules of the Department of Management Services and has determined that soliciting proposals through this RFP is in the Board's best interest.

E. OPENING OF PROPOSAL(S): Proposal openings will be public on the date and time specified on the title page of this RFP. All proposals received after the time indicated will be rejected as non-responsive and retained by the Board. Proposals by email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only; details concerning pricing, or the offering will not be announced.

F. PUBLIC RECORDS: Pursuant to section 119.071, Florida Statutes, proposals received as a result of this RFP will not become public record until 30 days after opening the proposals or until posting of a recommendation for award, whichever comes first. Thereafter, all proposal documents or other

materials submitted by Responders in response to this RFP will be open for inspection by any person in accordance with Chapter 119, Florida Statutes. If the Board rejects all proposals submitted in response to this RFP and the Board provides notice of its intent to reissue the RFP, the rejected proposals will be exempt from disclosure until the District posts a recommendation for award concerning the reissued RFP or until the Board withdraws the reissued RFP. However, under no circumstances shall rejected proposals remain exempt for longer than 12 months after the Board's initial notice rejecting all proposals to this RFP. To the extent a Responder asserts that any portion of its proposal is exempt or confidential from disclosure, the burden shall be on the Responder to obtain, and timely provide to the Board, a protective order from a court within the District's jurisdiction that protects such information from being disclosed to the public.

G. **WARRANTY:** All goods and services furnished by the Responder(s), relating to and pursuant to the RFP will be warranted to meet or exceed the specifications contained herein. In the event of a breach, the Responder(s) will take all necessary action, at Responder's expense, to correct such breach in the most expeditious manner possible.

H. **PRICING:** All pricing must be submitted separately for each phase of the project as indicated in Attachments "B", "C", and "D" and shall remain firm for the entire duration of the contract, including any renewal periods. Pricing must be all-inclusive and reflect the total cost to the Board for the complete performance of the services outlined in this RFP by the Responder. Only one responder will be selected to complete all phases of the project. The Board is exempt from Federal Excise Tax and State of Florida Sales Tax and will not be responsible for any such charges.

I. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of services and Responder's invoice.

J. **FORCE MAJEURE:** In the event a contract is awarded under this RFP, except for payment of sums due, neither party shall be liable to the other nor deemed in default under such contract if and to the extent that such party's performance under such contract is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of such a contract, the term "force majeure" means an occurrence that is beyond the control of the affected party and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of such contract for all or part of the 2025-2026 academic year.

K. **INSURANCE AND INDEMNIFICATION:** The Responder(s) agrees to indemnify and save harmless the Board, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Responder(s) furnished services, except to the extent that such damage is due solely and directly to the negligence of the Board. The Responder(s) will carry comprehensive general liability insurance with minimum limits (see required insurance, C. Risk Management Provisions) acceptable to the Board. The Responder(s) will, at the request of the District, supply certificates evidencing such coverage.

L. **LAWS AND REGULATIONS:** Responder(s) will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards

Act, and the rules and regulations promulgated under these Acts. Responder(s) agree not to discriminate against any employee or applicant for employment because of race, sex, sexual orientation, marital status, disability, religion, color, age, or national origin.

All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement will be governed and construed in conformance to the laws of the State of Florida.

M. **PUBLIC ENTITY CRIMES:** A Responder, person, or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a proposal for a RFP to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provide in section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted Contractor list.

N. **PATENTS:** Responders agree to indemnify and hold harmless the Board, its officers, employees, agents, or representative using the goods specified herein from any loss damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under the solicitation, and will assume the defense of any and all suits and will pay all costs and expenses thereto.

O. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Responders must disclose the name of any company owner, officer, director or agent who is an employee of the Board, is an employee of the Board and owns, directly or indirectly, an interest of five percent (5%) or more of the company.

P. **TERMINATION OF AWARD:** The Board may terminate all or any part of a subsequent award by giving notice of default to Responder(s), if Responder(s): (1) refuses or fails to perform the services within the time specified; (2) fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief or debtors. In the event of termination for default, the Board's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. The Board may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the Board's sole obligations will be to reimburse Responder(s) for those services actually performed and accepted up to the date of termination. In no event is the Board responsible for loss of anticipated profit nor will reimbursement exceed the amounts paid to Responder(s) under this RFP.

Q. **DRUG-FREE WORKPLACE:** Whenever two (2) or more RFPs are equal with respect to price, quality, and service, and RFP received from a business that certifies that it has implemented a drug-free workplace program as defined by section 287.087 Florida Statutes, will be given preference in the award process.

R. **PERFORMANCE:** In an effort to reduce the cost of doing business with the Board, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Responder(s), the Board reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open

market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Responder(s) in default will be prohibited from activity for a period of time determined by the severity of the default, but not to exceeding two (2) years; (3) any other remedy available to the Board in tort or law.

S. **AUDIT AND INSPECTION:** The Board or its representative reserves the right to inspect or audit all Responder(s) documents and records as they pertain to the services delivered under this RFP award. Such rights will be exercised with notice to the Responder(s) to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form will be open to the Board's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the Board and the Responder(s).

T. **SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the Board expects to receive as a minimum. Responders offering equivalent or superior products to the brand/model referenced will: (1) reference in their proposal the manufacturer's name, brand name, model or part number; (2) next to the price Responders will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP; Responders will enclose sufficient technical specification sheets and literature to enable the Board to reach a preliminary evaluation; (4) the Board may request and Responder(s) must agree to submit a sample or to provide its product on-trial or demonstration, whichever the Board may deem appropriate, at no charge to the Board; (5) the Board reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by the RFP or to be provided at the Responder(s) option, should be forwarded under separate cover to the attention of the Purchasing Department. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Responder(s) are responsible for notifying and making arrangements for pick up from the Board if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the Board.

U. **PRIMARY EVALUATION CRITERIA:** Primary criteria evaluated in reviewing proposals submitted in response to this RFP include, but are not limited to: total price, the prior relevant experience of each Responder, and the responsiveness of each proposal to the specifications stated within the RFP.

V. **IDENTICAL PROPOSALS:** Whenever two or more proposals are received by the Board that are equal with respect to price and service, preference shall be given to the Responder whose business headquartered in Bradford County, Florida.

W. **REJECTION OF PROPOSALS:** All proposals which are timely submitted and in compliance with the specifications provided herein will be considered. However, the Board reserves the right to reject, with or without cause, any or all proposals if deemed to be in the best interest(s) of the Board. In the event the Board exercises its right to reject all proposals, the Board reserves the right to reissue or not reissue this RFP if deemed to be in the best interest(s) of the Board.

X. **RECOMMENDATION OF AWARD:** If and when a recommendation of award is determined by the Board, notice of the Board's recommendation of award will be electronically posted on the Board

website. Responders desiring to protest the intended decision shall file a written notice of protest within 72 hours after the Board's recommendation of award is posted on the Board's website and shall file a formal written protest within 10 days after filing the notice of protest. At the time of filing the formal written protest, Responders desiring to protest the recommendation of award shall post with the Board, a bond made payable to the Board in an amount pursuant to section 287.042(2)(c), Florida Statutes.

Y. **PROPOSAL PREPARATION COSTS:** Neither the Board nor its representatives will be liable for any expenses incurred in connection with the preparation of a response to this proposal.

Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, will incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.

AA. **ADDITIONAL TERMS AND CONDITIONS:** The Board reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.

II. SPECIAL CONDITIONS

These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS will have precedence.

A. **TERMS OF AGREEMENT:** The term of this contract shall be from July 1, 2025 through June 30, 2026. If applicable, the contract may be extended beyond the contract expiration date upon mutual written agreement between the awardee and the Board. Once the Board has approved, the Responder will be notified. Services and billing will NOT start earlier than July 01, 2025. All prices shall be firm for the term of this contract. The awardee agrees to this condition by signing their proposal.

B. **EMPLOYEE SCREENINGS:** If services are to be provided when Board students are present, or the Responder will have access to Board funds, or the Responder will be working directly with students, the following additional provision shall be incorporated and made a part of any award pursuant to this RFP:

Responder will comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes; by certifying that the Responder and all of its employees who provide services under this RFP have completed the background screening required by the reference statutes and meet the standards established by the statutes. This certification will be provided to the Board in the form of a list of employees with current badge expiration dates to be verified no later than sixty (60) days after award or in advance of the Responder providing any services on campus while students are present, whichever is sooner. The Responder will bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Responder and its employees. Responders will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Responder agrees that in the event that Responder fails to perform any of the duties described in this paragraph, this will constitute a material breach of an award entitling the Board to terminate immediately with no further responsibility to make payment or perform any other duties under the award. Responder agrees to indemnify and hold harmless the Board, its officers and employees from any liability in the form of physical injury,

death, or property damage resulting from Responder(s) failure to comply with the requirements of this paragraph or sections 1012.32 and 1012.465, Florida Statutes.

C. **RISK MANAGEMENT PROVISIONS:** Anything in the foregoing Articles to the contrary notwithstanding, each Responder hereby agrees to:

1. **HOLD HARMLESS/INDEMNIFICATION AGREEMENT**: Save and hold harmless, pay on behalf of, protect, defend, and indemnify the Board (including the Superintendent of Schools, the Board's officers, agents, and employees) from and against any demand, claim, suite, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Responder (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of the award, or the maintenance of any facility, or the operation of any program, which is the subject to or, or is related to the performance of the award. The obligations of the Responder pursuant to this paragraph will not be limited in any way by any limitations in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Responder.

2. **REQUIRED INSURANCE**:

   a. Maintain, keep in full force and effect during the term of this RFP and any extension and renewals thereof, and furnish to the Board's Purchasing Department good and sufficient evidence of general liability and auto liability insurance in an amount not less than $1,000,000 with and insurance company rated not lower than "A" by A.M. Best and Company. The Board will be named as an additional insured. The policy and evidence of such insurance will be names as an additional insured. The policy and evidence of such insurance will be endorsed so as to provide coverage for all liability hereby contractually assumed by the Responder and a copy thereof will be delivered to the attention of the Purchasing Department at the address provided on page 1 of the RFP no later than sixty (60) days after RFP award or before beginning performance of an award, whichever is sooner. Such insurance will not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with forty-five (45) days prior written notice to the Board, which notice will be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification will relieve the insurance company or its agents, or representative of responsibility

   b. If this RFP involves performance by officers, employees, agents or sub-contractors of the Responder, the Responder will also maintain, keep in full force and effect during the term of this RFP and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of Workers' Compensation insurance in the amount required by Chapter 440, Florida Statutes, and Employer Legal Liability Insurance in the amount of $100,000.

D. **CONFLICT OF INTEREST:** The Responder(s) affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Responder(s) family, business, or financial interests and its services under this Agreement; and, in event of change in either its private interests or services under this Agreement, the Responder(s) will raise with the Board any questions regarding possible conflict of interest which may arise as a result of such change

E. **THE RESPONDER AS INDEPENDENT CONTRACTOR:** The Responder will have sole control over the manner and means of providing the services performed under an award. The Responder's relationship to the Board under this Agreement will be that of an Independent Contractor. The Responder will not be considered an agent or employee of the Board for any purpose.

F. **COMPLIANCE WITH LAWS:** The Responder agrees to comply with all applicable laws, statutes, regulations rulings, or enactments of any governmental authority. The Responder will obtain from third parties, including State and local governments, all licenses and permissions necessary for the performance of the work. In the event that any changes or updates to the laws, regulations, statutes, rulings or enactment of any applicable governmental authority resulting in additional administrative, reporting or documentation costs will not be charged to the Board during the term of this Agreement, including any additional renewals.

G. **GOVERNING LAWS:** This Agreement is to be governed and construed in accordance with the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this Agreement will be solely with the Circuit Courts of Bradford County, Florida. The parties hereby waive venue in any other forum.

H. **EXAMINATION OF RECORDS:** The Responder agrees that the Board, the Comptroller General of the United States of America, the Inspector General of the Federal Sponsoring Agency, the Auditor General of the State of Florida or their duly authorized representatives will have access to, and right to examine, any directly pertinent books, papers, and records of the Responder involving transactions related to this agreement until the expiration of ten (10) years after final payment under an award or such longer period as required by law.

I. **FLORIDA PUBLIC RECORDS LAW AND COMPLIANCE:** Pursuant to section 119.0701, Florida Statutes, Responder agrees to comply with all public records laws, specifically to:

   A. Keep and maintain public records required by the Board to perform the services:

      1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/).
      2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the Board. Responder's records under an award include but are not limited to, supplies/subcontractor invoices and contracts, project documents, meeting notes, emails, and all other documentation generated during an award.

   B. Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. If Responder does not comply with the Board's request for records, Board shall enforce the provisions in accordance with the award.

   C. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the

contract term and following completion of the contract if the Responder does not transfer the records to Board.

D. Upon completion of the award, transfer, at no cost, to the **Board** all public records in possession of the Responder or keep and maintain public records required by the **Board** to perform the service. If Responder transfers all public records to the **Board** upon completion of the award, Responder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Responder keeps and maintains public records upon the completion of the contract, Responder shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the **Board**, upon request from the **Board**'s custodian of public records, in a format that is compatible with the Information Technology systems of the **Board**.

A Responder who fails to provide the public records to the **Board** within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

It is the responsibility of the Responder to maintain, in a retrievable format, any and all records associated with this RFP and subsequent provision of services. The **Board** will not be responsible for Responder's failure to adhere to this requirement and the **Board** reserves the right to define this failure as a material breach and pursue legal remedies in the event the **Board** is required to return any or all award amounts as a result of the Responder's failure to maintain all associated records.

J. **GOVERNMENTAL RESTRICTIONS:** If the Responder believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the services offered under the Proposal, the Responder shall immediately notify the Board in writing, indicating the specific restriction. The Board reserves the sole right to accept any such alteration or to cancel the Proposal at no further expense to the District.

K. **COVENANT AGAINST CONTINGENT FEES:** The Responder warrants that no person or selling agency has been employed or retained to solicit or secure an award upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Independent Contractor for purposes of securing business. For breach or violation of this warranty, the Board will have the right to terminate an award without liability, or, in its discretion, to deduct from the award price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

L. **INVOICES:** Invoices must be detailed as specified in section **IV. EVALUATION AND AWARD, Proposal Submission Format.** Invoices submitted more than sixty (60) days after service period may be deemed waived and not subject to payment. Audits will be conducted at the discretion of the Board. Responder agrees that all documentation necessary to validate pricing listed on invoice will be provided to the requesting Board representative within ten (10) business days of the written request. In the event additional time is required to obtain the necessary documentation, the successful Responder will notify the Board designee within five (5) business days of the Board's written request and provide a specified date that the documentation will be ready, which will not exceed thirty (30) days from the date of the written request. Further, the Responder agrees that payment for the invoice in question will be held, without penalty to the Board, until the requested documentation has been provided and reviewed by the Board, which will not be unreasonably delayed.

M. PRICING: All pricing must be submitted separately for each phase of the projectand shall remain firm for the entire duration of the contract, including any renewal periods. Pricing must be all-inclusive and represent the total cost to the Board for the complete performance of services as outlined in this RFP by the Responder. Only one Responder will be selected to complete all phases of the project. The Board is exempt from Federal Excise Tax and State of Florida Sales Tax and will not be responsible for any such charges.

N. MISCELLANEOUS:

1. The submission of a proposal will be prima facie evidence that the Responder has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.

2. Any proposal may be withdrawn until the date and time set for the opening of the RFP. Any proposal not withdrawn will constitute an irrevocable offer to provide the Board the services/products set forth in this RFP.

3. The Board reserves the right to use other existing contracts when determined to be in their best interest. The District also reserves the right to bid separately any item(s) or service(s) covered under this RFP if deemed to be in the best interest of the Board at any time during the term of this Agreement.

4. Except as it relates to any warranty provision established by an award, and in addition to any and all rights by the parties in law or equity, the Responder may only terminate an award upon mutual agreement between the Responder and the Board following sixty (60) days' written notice submitted to the Purchasing Department listed on page 1. The Board may unilaterally terminate an award or subsequent renewals in writing at any time. The District will be responsible for payment of all services completed prior to termination. All warranty provisions as it relates to services purchased during an award will survive any termination between the parties regardless of cause.

5. During the course of an award, including renewals, should the Board encounter performance issues in the execution of this RFP, the Board will begin documenting information concerning those instances. After three (3) instances are recorded within an award term, a meeting will occur involving representatives from the Responder in question and the Purchasing Department or its designee to address these issues. If performance does not improve in accordance with the established benchmarks from the joint meeting, the Board reserves the right to terminate the award. Should an instance be of such severity that the Board has reasonable concern for the safety or viability of the operational ability, then the Board reserves the right to request an immediate meeting to address the issue without waiting for three (3) documented records.

III. EVALUATION OF PROPOSALS

Points will be awarded based on the responses in each proposal received. Lack of a response for any item may receive (0) zero points for that item. All attachments must be clearly marked and reference the appropriate item. Additional information may be submitted by the Responder, however, the evaluation committee will be solely responsible for determining the weight, if any, such information will be assigned.

IV. PROPOSAL EVALUATION PROCESS

Proposals are received and publicly opened. Only names of Responders are read at this time.

An Evaluation Committee will review, convene and evaluate all proposals submitted based on the factors set forth in the RFP. Purchasing personnel may participate in an administrative and advisory capacity only. The Board reserves the right to waive any irregularities and technicalities.

The Evaluation Committee reserves the right to interview any or all Responders and to require a formal presentation with the key people who will administer and be assigned to work on the RFP before recommendation of award. This interview is to be based upon the written proposal received. The Board will not be liable for any costs incurred by the Responder in connection with such interviews (i.e., travel, accommodations, etc.). The Board also has the right to require Responders to submit additional evidence of qualifications or any other information the Board may deem necessary. Such information will not materially change the original proposal response nor serve to allow the addition of new information that was not originally expressed or referenced.

All proposals will be evaluated in accordance with the evaluation criteria specified in this document. Information derived by investigation and overall due diligence of Board staff will be considered. Based on the proposals received, the Board may elect to proceed based on any of the following options, but will not necessarily be limited only to these options: (1) award to the best initial proposal without any further discussion or negotiation; (2) negotiate with the highest ranked Responder; or, (3) allow the top ranked Responders to make oral presentations.

The Board reserves the right to negotiate out unacceptable clauses or restrictions incorporated within an otherwise acceptable proposal. In the event that a mutually acceptable Agreement between the District and the selected Responder(s) cannot be successfully negotiated and executed, then the Board reserves the right to discontinue negotiations with such Responder(s) and to negotiate and execute a contract with the next-ranked Responder(s).

The Board reserves all rights, in its sole discretion, not to issue an award to any Responder, to cancel this RFP at any time, to reissue this RFP for any reason, or a combination of any or all of the above. The Board will not be liable to any Responder for any costs incurred in connection with this RFP as a result of any of the above stated actions taken by the Board.

V. PROPOSAL SUBMISSION FORMAT:

Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the Board. In order to maintain comparability and enhance the review process, it is required that the items below be organized as specified. Responders are encouraged to provide their proposals in a three (3) ring binder with tab separations for each item. Proposals received which do not contain ALL items listed in this section will be considered non-responsive at the sole discretion of the Board. Proposals which do not contain the "minimum items" as listed below will automatically be disqualified. A total of five (5) proposals (one (1) original and four (4) copies) should be submitted. The District will not be responsible for late or lost proposals. It is advised that Responders utilize a method that provides tracking and proof of delivery.

The address to submit proposals will be:

Patrica Tucker

Bradford County School Board
Purchasing Department
501 W. Washington Street
Starke, Florida 32091

1. MINIMUM ITEMS (Failure to supply these pages and items will automatically disqualify your proposal submission): NOTE: On the proposal submission marked "Original," signatures should be original and while a blue ink signature is preferred, failure to sign in blue ink on the "Original" proposal submission will not, by itself, be a disqualifying factor:

a. Completed and signed "Request for Proposal" acknowledgement (pgs. 1-2)
b. Completed and signed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions Pages 14-15
c. Completed and Signed Drug Free Workforce statement, Page 16
d. Completed and signed Conflict of Interest Disclosure Page 17
e. Human Trafficking Affidavit Page 18
f. E-Verify Affidavit Page 19

2. PRICE (25 points maximum):

- Provide pricing **for each** the following phases inclusive of all sites in attachment "A":
  - Ant/Fireant and outside pest control as outlined in attachment "B".
  - Inside pest control as specified in Attachment "C".
  - Termite Control as specified in Attachment "D".

3. RESPONSE (25 points maximum):

- Response to Bid Specifications to Attachments "B", "C" and "D"

4. STATEMENT OF WORK (25 points maximum):

- Submit a Statement of Work detailing the proposed plan on how the Responder proposes to ensure pest control services are provided to the Site beginning July 1, 2025, including the schedule the Responder will be on the Site to perform pest control services, how many personnel from Responder will be on each site when performing services, and any services which will be provided by Responder beyond those listed in Attachment B, C, and D.
- Statement of assurance that all technicians are licensed and trained in IPM best practices.
- Assurance of staffing and scheduling flexibility to treat schools in the afternoons or during school breaks.
- Describe your ability to respond to emergency situations.

5. ADMINISTRATIVE (25 points maximum):

- Submit a maximum of three (3) references for similar services within the last five (5) years for school districts or public entities with equal to or greater than the Board's requested numbers. Each reference must be for a separate entity/location and contain; name, title, phone number, email, brief explanation of type of work completed and when. If references are submitted, Responder agrees

the submission of contact information serves as permission to contact and receive information from references.

- Indicate if the Board will be provided a dedicated Point of Contact and if so, provide his/her contact information
- Indicate what type of documentation and how the District will receive documentation of services rendered.
- Provide a brief (maximum two pages) overview of the company to specifically address:
    - Number of years in business as a pest control provider
    - Insurance held
    - Number of employees in company
    - Any past, current or pending suspension and/or debarment from participating as an E-Rate provider
    - What sets your company apart as a pest control provider?
- Indicate if subcontractors will or are expected to be utilized in the performance of this service. If subcontractors will be used, describe the extent of involvement as well as the company names and type of work they would be contracted to perform if utilized.
- Indicate the level of assistance to be provided by Board personnel (e.g., dedicated Point of Contact).
- Provide a sample invoice that will be used during the term of this proposal. At a minimum, the invoice should clearly identify the name and location of the Responder and include:
    - Date of invoice
    - Date(s) of service
    - FRN #
    - Detailed description of services provided
    - Clearly identify the breakdown of eligible/ineligible charges (as applicable)
    - Statement certifying the invoice is accurate with Responder authorized signature

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions.

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant, "person," "primary covered transaction," " principal," "proposal," and voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations (13CFR Part 145).
5. The prospective lower tier participants agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction when it does not know that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but Is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except of transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant will attach an explanation to this proposal.

Business Name: _____

Date: _____

By: _____

_____
Signature of Authorized Representative

DRUG FREE WORKPLACE

Preference will be given to businesses with drug-free workplace programs. Whenever two or more proposals 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 proposal received from a business that certifies that it has implemented a drug-free workplace program will be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Responders have a drug-free workplace program. In order to have a drug- free workplace program, a business will:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under RFP 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 RFP, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Responder's Signature _____

CONFLICT OF INTEREST DISCLOSURE

Conflict of Interest and Ethical Considerations. The Responder affirms that, to the best of his or her knowledge, there exists no actual or potential conflict between the Responder's business or financial interests and its services under this RFP. In the event there may be an actual or potential conflict, the Responder will notify the Purchasing Agent on page 1 of the possible conflict(s) of interest which may arise as a result of such change.

Examples of potential conflicts of interest are listed below:

1. Recent hiring or in-progress consideration for employment of persons that are currently or have been with the District (last three (3) years) in connection to the Information Technology Department.

2. Recent termination (voluntary or otherwise) of Responder's employee(s) to be gainfully employed by the District in connection with the Information Technology Department.

3. Current bid submission directly or as a sub-contractor with the District.

4. Holding a consulting, advisory, or other similar position with the District outside of direct correlation of authorized work.

5. Holding any current membership on a committee, board, or similar position with the District.

6. Having a relationship with District personnel specifically connected to the Information Technology Department. Additionally, having a relationship specifically connected with School Board personnel or School District Administration, inclusive of the Superintendent, Deputy Superintendent and Assistant Superintendents. This includes any affiliation or relationship by marriage or through family membership, any business or professional partnership, close personal friendship, or any other relationship.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Responder's Printed Name _____

Human Trafficking Affidavit

If Contractor is not a governmental entity, then Contractor shall execute the Board's "Affidavit Regarding the Use of Coercion for Labor Services" and provide a copy to the Board no later than the tie of execution of the agreement by the contractor.

Failure to comply with this provision is a material breach of the agreement, and Board may choose to terminate the agreement at its sole discretion. Contractor may be liable for all costs associated with Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Responder's Signature _____

E-VERIFY

A. E-Verify – To the extent Section 448.095, Florida Statutes, applies to Contractor, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired on or after January 1, 2021 during the term of this agreement.

1. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, Florida Statutes.
   (iii) Contractor shall provide a copy of such affidavit to the Board upon receipt and shall maintain a copy for the duration of the agreement.

B. Contractor must provide evidence of compliance with Section 448.095, Florida Statutes, by the date of execution of this agreement. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

C. Failure to comply with this provision is a material breach of the agreement, and Board may choose to terminate the agreement at its sole discretion. Contractor may be liable for all costs associated with Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary.

As the person authorized to sign the statement, I certify that this firm will comply fully with the above requirements.

Responder's Signature _____

VI. ATTACHMENTS

Attachment "A": LOCATIONS OF SCHOOLS/COST CENTERS

Attachment "B": COUNTY-WIDE All TYPES OF ANT/FIREANT AND OUTSIDE PEST CONTROL

Attachment "C": *COUNTY-WIDE All TYPES OF roaches, spiders, weevils, ants (inside of buildings), rats, mice, bats and other non-listed pests which may be of concern*

Attachment "D": TERMITE CONTROL AT DISTRICT WIDE AT ALL CENTERS INDICATED ON ATTACHMENT "A".

ATTACHMENT "A"

LOCATIONS OF SCHOOLS/COST CENTERS
**** DENOTES PLAYGROUND ON THE CAMPUS**
THIS INCLUDES ALL BUILDINGS ON EACH SITE INCLUDING KITCHENS AND CAFETERIA

LAWTEY ELEM**
22703 N PARK ST, LAWTEY FL
904.966.6795

STARKE ELEM**
1000 WELDON ST, STARKE FL
904.966.6045

BRADFORD ELEM**
SE 144TH ST, STARKE FL
904.966.6061

DISTRICT OFFICE
510 W WASHINGTON ST, STARKE FL
904.966.6018

BRADFORD HIGH
581 N TEMPLE AVE, STARKE FL
904.966.6075

BRADFORD MIDDLE
527 N ORANGE ST, STARKE FL
904.966.6701

NORTH FL. TECH COLLEGE
609 N ORANGE ST, STARKE FL
904.966.6764

MAINTENANCE AND TRANSPORTATION
519 N ORANGE ST, STARKE
904.966.6732

Bid Specifications

Attachment B

COUNTY-WIDE All TYPES OF ANT/FIREANT AND OUTSIDE PEST CONTROL

The services described below are to be performed by responder bi-annually at each **BRADFORD DISTRICT SITE LISTED IN ATTACHMENT "A".** Responder will be responsible for establishing a schedule with the Director of Operations for each **site.** It is preferable to treat schools in the afternoon after school hours.

- SUCCESSFUL RESPONDER WILL TREAT FACILITIES AT LEAST 2 (TWO) TIMES A YEAR WITH A TOP CHOICE ANT KILLER OR COMPARABLE PRODUCT TO ALL FACILITIES LISTED IN ATTACHMENT "A". APPLICATION WILL OCCUR IN JULY/AUGUST BEFORE SCHOOL BEGINS AND IN THE SPRING OF THE YEAR DURING SPRING BREAK.
- MONTHLY INSPECTION FOR ALL TYPES OF ANT/FIREANT CONTROL SHALL CONDUCTED ON ALL PRIMARY PLAYGROUND AREAS WITH PLAYGROUND EQUIPMENT AND TREATMENT AS NEEDED AT NO ADDITIONAL COST
- SPOT TREAT FACILITIES FOR ANT/FIRE ANT CONTROL AS NEEDED.
- OUTSIDE SPRAYING AS NEEDED FOR BEES, WASPS, FLIES, ETC.
- SERVICE REPORTS OR INSPECTION LOGS SHALL BE PROVIDED AFTER EACH VISIT.

ADDITIONAL REQUIREMENTS/INFORMATION:

EACH VENDOR MUST INCLUDE IN THEIR BID PACKET THEIR INTEGRATED PEST MANAGEMENT (IPM) PROGRAM FOR ALL TYPES OF ANT/FIREANT/INSECT CONTROL.

Bid Specifications

Attachment "D"

ANNUAL TERMITE CONTROL AT DISTRICT WIDE AT ALL CENTERS INDICATED ON ATTACHMENT "A".

SUCCESSFUL VENDOR WILL ASSUME CURRENT TERMITE CONTRACT WARRANTIES FOR EACH COST CENTER/SCHOOLS AS LISTED

EACH VENDOR MUST INCLUDE IN THEIR BID PACKET THE **"IPM"** FOR TERMITE CONTROL.

EACH VENDOR MUST INCLUDE IN THEIR BID PACKET AN OUTLINE FOR THEIR PRACTICED TERMITE PROCEDURES INCLUDING GUARANTEES FOR THEIR TREATMENTS.

PROCEDURES SHOULD ADDRESS DIFFERENT TYPES OF TERMITES (SUBTERRANEAN, DRYWOOD, ETC) AND THEIR TREATMENT METHODS

Bid Specifications

Attachment "C"

COUNTY-WIDE All TYPES OF roaches, spiders, weevils, ants(inside of buildings), rats, mice, bats and other non-listed pests which may be of concern.

This service is to be performed by the successful bidder monthly at each site listed in Attachment "A"

Monthly

- Spraying and inspection for roaches, spiders, spider web removal, insects and pests. Inspect for signs of rodents. **SUCCESSFUL RESPONDER WILL INCLUDE ALL REQUIRED SPOT TREATMENTS BETWEEN MONTHLY TREATMENTS (AT NO EXTRA COST)**

Twice Annually

- All school buses will be treated for roaches, spiders, insects and pests. Responder will coordinate treatment times/dates with the Transportation Supervisor to provide this service before school starts and during Christmas break.

As needed

- Perform control measures for rats, mice, and other pests/rodents

Bat removal is to be **within 1-hour** of call.

EACH VENDOR MUST INCLUDE IN THEIR BID PACKET THE **"IPM"** FOR PEST CONTROL.

EACH VENDOR MUST INCLUDE IN THEIR BID PACKET AN OUTLINE FOR THEIR PRACTICED PEST CONTROL PROCEDURES.