

SANTA FE INDEPENDENT SCHOOL DISTRICT

Santa Fe ISD, in partnership with our community, is an innovative district building a legacy of excellence



REQUEST FOR PROPOSALS #25-26-006
PEST CONTROL SERVICES

FOR THE FISCAL YEAR 2025-2026



SANTA FE INDEPENDENT SCHOOL DISTRICT

P.O. BOX 370
SANTA FE, TEXAS 77510-0370

PHONE: (409) 925-9023
FAX: (409) 925-4002
www.sfid.org

The Santa Fe Independent School District (Santa Fe ISD) is soliciting proposals from qualified vendors to provide Pest Control Services as identified herein.

Sealed proposals must be addressed to the Purchasing Department at the address listed below and marked as follows:

RFP# 25-26-006 PEST CONTROL SERVICES
Proposals accepted until 2:00 pm. May 6, 2026

Santa Fe ISD Purchasing Department
PO Box 370
Santa Fe, TX 77510 or
Emailed: janet.ferguson@sfisd.org

**At which time the names of the companies submitting proposals will be read aloud.
Vendors may attend but the presence of the vendor is not required.**

Prospective vendors shall submit one (1) electronic and two (2) hard copies in a sealed envelope clearly marked with the RFP number, name and deadline. Failure to submit a proposal in the manner requested may result in rejection of the proposal.

Any proposal received later than the specified time, whether delivered in person or mailed, shall be disqualified and returned to the vendor unopened.

Santa Fe ISD reserves the right to reject any or all proposals and to accept any proposal deemed most advantageous to the district and waive any informality.

The length of the contract award shall be twelve (12) months from July 1, 2026, through June 30, 2027, renewable annually for four (4) additional one- year (1) terms by mutual consent.



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Santa Fe ISD is offering a pest control services bid. Texas Education Agency, Financial Accountability System Resource Guide section 3 Purchasing, 3.2.3.2 Competitive Sealed Proposals / Request for Proposals states that school districts may open the proposal upon receipt and begin the negotiation for the offered goods/services. Proposal responses will be accepted until 2:00 pm, May 6, 2026.

Advertisement Dates: April 14, 2026
April 21, 2026

Janet Ferguson

Purchasing Specialist

Email: janet.ferguson@sfisd.org

Phone: 409-925-9023

Date



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GENERAL CONDITIONS

THE WORDS "BIDS, PROPOSALS, QUOTES" AND THEIR DERIVATIVES MAY BE USED INTERCHANGEABLY IN THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE APPLICABLE ON ALL BIDS, PROPOSALS, QUOTES, PURCHASE ORDERS AND THEIR DERIVATIVES.

Proposals shall be delivered with all required data by the time and date specified. Any proposal received after the required time and date will not be considered. Santa Fe ISD shall not be held liable for any proposal improperly identified and thus not considered for award.

NO BID: Bidders may opt to send a NO BID response to Santa Fe ISD. Vendors not responding to a bid request in any manner will be deleted from the vendor list and will not be reinstated unless a request is submitted to the district in writing.

LATE BID: Late bids will not be accepted or considered. Late bids will be returned to vendors unopened. Santa Fe ISD will not be responsible for bids delivered incorrectly or misplaced bids. The date/time stamp in the Business Department shall be the official time of receipt.

UNSIGNED BIDS will **NOT** be considered. Only **SEALED BIDS/PROPOSALS** will be accepted. Faxed or electronic submissions will **NOT** be accepted.

VENDOR shall provide with bid response, all required documentation and forms in the format received. Failure to provide this information may result in rejection of bid.

BID PRICES are to remain firm for one (1) year from date of award. In a multi-year contract, the vendor will have the option to increase price only at the end of the fiscal year, and to increase a maximum of 5%.

DURING THE LIFE OF THE CONTRACT: If the successful bidder's net prices to other customers for awarded items are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Santa Fe ISD.

BIDS MUST COMPLY with all federal, state, county and local laws concerning these types of goods/services. All items must meet OSHA Standards of Compliance and be asbestos free.

SAMPLES, if applicable or requested, shall be furnished at no cost to Santa Fe ISD



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within five (5) days of the request. If not destroyed or consumed during the evaluation, samples will be returned to the bidder, by request, at the bidder's expense. Samples received and not requested for return by the bidder, will be considered a donation to the district.

ALL ITEMS WHICH UTILIZE ELECTRICAL CURRENT MUST BE U.L. LISTING APPROVED.

DESIGN, STRENGTH, QUALITY of materials must be new and conform to the highest standards of manufacturing practice. All bid items shall be new, in first-class condition, including containers suitable for shipping or storage, unless otherwise indicated in the bid. Santa Fe ISD will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at the vendor's expense.

REMEDIES: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk. The bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of bidders.

If Vendor is unable to provide the goods or services at the prices quoted in Vendor's proposal or if Vendor fails to fulfill or abide by the terms and conditions of the Agreement, Santa Fe ISD may take the following action(s), in Santa Fe ISD's sole discretion, and Vendor agrees to comply with Santa Fe ISD's action(s):

- (a) insist that Vendor honor the quoted price(s) specified in Vendor's proposal.
- (b) have Vendor pay the difference between Vendor's price and the price of the next acceptable proposal (as determined by Santa Fe ISD).
- (c) have Vendor pay the difference between Vendor's price and the actual purchase price of the good or service on the open market; and/or recommend to Santa Fe ISD's Board of Trustees that Vendor no longer be given the opportunity to submit a proposal to Santa Fe ISD and/or that this Agreement be terminated.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

RESPONSIBLE BIDDER: The business must be a well-established organization and have an adequate number of trained personnel to ensure quality of performance and completion of



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contract within a specified time-period.

REFERENCES: Santa Fe ISD may request bidders to supply, with each bid, a list of at least three (3) references where like goods/services have been supplied by the vendor to entities of similar size and scope. Include name of firm/district, address, telephone number and name of representative.

WITHDRAWAL OF BID: A bid may not be withdrawn or cancelled by the bidder without the permission of Santa Fe ISD for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of the bid. Withdrawal of a bid or item(s) on a bid will be documented in the vendor's history file and may result in vendor being placed on an unresponsive vendor list.

BID EVALUATION: Bids must be submitted on Santa Fe ISD forms for consideration. Additional information may be attached for evaluation purposes. The lowest bid will not necessarily be the successful bid.

EVALUATION CRITERIA: The evaluation criteria will include but not be limited to: (1) the purchase price; (2) the reputation of the vendor and of the vendor's good or services; (3) the quality of the vendor's goods or services; (4) the extent to which the goods or services meet the district's needs; (5) the vendor's past relationship with the district; (6) the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses; (7) the long-term cost to the district to acquire the vendor's goods or services; (8) whether the vendor or vendor's parent company or majority owner has its principal place of business in Texas; and (9) any other relevant factor as listed in the project documents.

BID AWARD: Santa Fe ISD reserves the right to award bids as a whole or on a line-item basis, whichever proves most advantageous to the district. The bidder shall provide unit prices on quantity specified and extended amount. In the event of errors, the unit price shall govern.

DELIVERY: All products delivered as a result of an awarded bid must have the delivery and/or freight charges (FOB) to Santa Fe ISD DESIGNATED LOCATION with inside delivery included in the bid price.

SALES TAX: Santa Fe ISD is exempt by law from payment of Texas and Local Sales Tax and Federal Excise Tax. Santa Fe ISD shall not pay taxes for goods and/or services provided under this Agreement. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Agreement, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. Santa Fe ISD shall not be liable for any taxes resulting from this Agreement.



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DISCOUNTS: No cash advance discounts will be considered.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171.

ETHICS: The bidder shall not offer or accept gifts or anything of value to enter any business arrangement with any employee, official or agent of Santa Fe ISD.

DEVIATIONS FROM SPECIFICATIONS: All deviations from specifications must be noted in writing and in detail by the bidder at the time of submitting the bid. The absence of a written list of specification deviations will hold the bidder strictly accountable to the district's specifications as written. Any deviations from the specifications written, not previously submitted as required, will be grounds for rejection of the materials, goods, equipment or services upon delivery.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and Santa Fe ISD shall hold the bidder responsible to perform in strict accordance with specifications of the invitation. Santa Fe ISD will not accept substitutes after item(s) have been awarded as specified. Santa Fe ISD reserves the right to accept or reject any, all or none of the bid exception(s)/substitution(s), as deemed in the best interest of Santa Fe ISD.

DESCRIPTIONS: Any reference to model, make or manufacturer used in bid specifications is descriptive, not restrictive. References will be used to indicate the type and quality desired by the district. Bids on items of like quality will be considered. "OR EQUAL" PRODUCTS will be evaluated after bids are received, based on literature submitted and any required testing of the product. It is the vendor's responsibility to submit sufficient data for the district to properly analyze an "or equal" item.

ADDENDA: Any interpretations, corrections or changes to this bid and specifications, will be made by addenda. Sole issuing authority of addenda shall be vested in Janet Ferguson, Purchasing Specialist for Santa Fe ISD. Inquiries shall be made in the form of an email to janet.ferguson@sfisd.org. No addenda will be issued later than five (5) business days prior to the proposal closing, except an addendum withdrawing the proposal or postponing the opening of the proposal. Addenda will be emailed to all who are known to have received a copy of the bid.

CHANGE ORDERS: No oral statement of any person shall modify otherwise change, or affect



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the terms, conditions, pricing or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Santa Fe ISD Chief Financial Officer.

INDEMNIFICATION: VENDOR SHALL INDEMNIFY AND HOLD SFISD HARMLESS FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM THE ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER.

Vendor's obligations under this clause shall survive acceptance and payment by Santa Fe ISD.

FORMATION OF CONTRACT: A response to this solicitation is an offer to contract with Santa Fe ISD based upon the terms, conditions, scope of work, and specifications contained in this procurement solicitation. A solicitation/response does not become a contract unless and until it is accepted by Santa Fe ISD after approval by the Santa Fe ISD Board of Trustees.

NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation is non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of Santa Fe ISD. Santa Fe ISD is free to have multiple contracts for the awarded goods and services and may initiate other procurement solicitations or purchasing activity with other vendors at any time, in Santa Fe ISD's sole discretion.

AGREEMENT TERMS; AMENDMENT: The terms of this Agreement shall govern all procurements conducted hereunder. No pre-published terms on the Vendor's order acknowledgments, invoices, or other forms shall have any force or effect. Further, no amendment of this Agreement shall be permitted unless first approved in writing by Santa Fe ISD, and no such amendments shall have any effect unless and until a written amendment to this Agreement is executed by Santa Fe ISD's Superintendent or its Assistant Superintendent for Business Services (or their designees) after any necessary approvals have been obtained from the SFISD Board of Trustees.

CONTRACT TERM: The initial term of the Agreement is for a period of one (1) year, with SFISD having the option to renew the Agreement for four (4) additional one (1) year terms. Consequently, the total term of the Agreement may be for a period of five (5), one (1) year terms. The phrase "Term" in this Agreement shall mean the then-current Term of the Agreement, whether the initial term or a renewal term.



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TERMINATION OF CONTRACT: This contract shall remain in effect until expiration. Delivery and acceptance of products and/or performance of services is subject to the following conditions:

- Santa Fe ISD reserves the right to review the performance of vendor at all times and Santa Fe ISD will have the right to cancel any contract entered into under the terms and conditions of this bid for any reason at any time on thirty (30) days' written notice.
- Vendor shall have the right to cancel the contract subject to Santa Fe ISD approval at any time on (30) days written notice and justification. The successful bidder must state therein the reasons for such cancellation. In the event of any actual contract cancellation, Santa Fe ISD will not be held responsible for loss of business or any termination expenses incurred by the vendor.

NON-APPROPRIATION CLAUSE: Renewal of this Agreement, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on Santa Fe ISD by this Agreement, Santa Fe ISD shall have the right to terminate this Agreement without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of Santa Fe ISD if it is determined by Santa Fe ISD, in Santa Fe ISD's sole discretion, that there are insufficient funds to extend this Agreement. The parties agree that this Agreement is a commitment of Santa Fe ISD's current revenue only.

TERMINATION FOR DEFAULT: Santa Fe ISD reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of Santa Fe ISD in the event of breach or default of this contract. Santa Fe ISD reserves the right to terminate the contract immediately in the event the successful bidder fails to:

- Meet schedules.
- Default in the payment of any fees.
- Otherwise perform in accordance with these specifications.

REPRESENTATION: The vendor represents that the items and/or services provided by the vendor hereunder shall conform to those represented and described in the attachments.

Notwithstanding anything to the contrary herein, if for any reason Santa Fe ISD determines in its sole discretion, that part or all of such items and /or services fails to meet the expectation of Santa Fe ISD, the district may, on ten (10) days' notice , terminate this agreement and receive the pro-rata portion of the contract sum paid to the vendor by Santa Fe ISD for the unexpired term of the agreement.

BREACH OF CONTRACT or default authorizes Santa Fe ISD to exercise any or all of the following rights:



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- Santa Fe ISD may take possession of the assigned premises, and any fees accrued or becoming due to date.
- Santa Fe ISD may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.
- Santa Fe ISD reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of Santa Fe ISD. In such event, the district may charge the successful bidder the difference for any additional cost of such bid items.
- Santa Fe ISD reserves the right to deduct a penalty of \$50.00 per occurrence of missed services after the (fifth) 5th written notification of default. The amount of penalty will be deducted from the following month's bill.

SEVERABILITY: In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

IN THE EVENT the successful bidder shall fail to perform, keep or observe any of the terms and conditions, Santa Fe ISD shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of Santa Fe ISD within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

BIDDER, IN SUBMITTING THIS BID, agrees that Santa Fe ISD shall not be liable to prosecution for damages in the event that Santa Fe ISD declares the bidder in default.

GRACE PERIOD: Santa Fe ISD requests the right to continue in force this contract for a period not to exceed ninety (90) days after expiration date for unforeseeable reasons on a month-to-month basis if agreed to by both parties.

NOTICE: Any notice provided by this bid, (or required by law) , to be given to the successful bidder by Santa Fe ISD, shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Santa Fe, Texas, by registered or certified mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful bidder agrees to protect Santa Fe ISD from claims involving infringements of patents and /or copyrights.



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NON-WARRANTY OF PROPOSAL: Due care and diligence have been exercised in the preparation of the proposal and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the service required, the exposures to risk, and verification of all information herein shall rest solely with those submitting proposals. Neither the District nor its representatives shall be responsible for any errors or omissions in this proposal. The district reserves the right to request additional information from the vendor after the submission date.

PURCHASE ORDER: A purchase order(s) shall be generated by Santa Fe ISD business office to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Santa Fe ISD will not be held responsible for any orders placed/delivered without a valid current purchase order number.

PACKING SLIPS or other suitable shipping documents shall accompany each special-order shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department delivery location, (c) Santa Fe ISD purchase order number, (d) descriptive information as to the item(s) delivered, including project code, item number, quantity, number of containers, etc.

PRODUCTS SUPPLIED under this contract shall be subject to Santa Fe ISD approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to Santa Fe ISD. If the item is not picked up within one (1) week after notification, the item will become a donation to Santa Fe ISD.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Santa Fe ISD, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

BIDDERS MUST SUBMIT chemical content literature and/or specifications and Material Safety Data with their bid for evaluation where applicable. Failure to comply with this requirement could eliminate bidders from consideration on item or items concerned.

WARRANTY: Successful bidder shall warrant that all items /services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title. Detailed explanation of warranties must be provided with a bid. The warranty will not begin until all components are installed and accepted by Santa Fe ISD.

VENUE: This agreement will be governed and construed according to the laws of the State of



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Texas. Both parties agree that venue for any litigation arising from this contract shall lie in Santa Fe, Galveston County, Texas.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Santa Fe ISD.

SILENCE OF SPECIFICATION: the apparent silence of these specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

ENTIRE AGREEMENT: This Agreement, the procurement solicitation issued by Santa Fe ISD, and Vendor's response submitted in response to Santa Fe ISD's procurement solicitation, and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between the procurement solicitation issued by Santa Fe ISD and Vendor's response submitted in response to Santa Fe ISD's procurement solicitation, Santa Fe ISD's procurement solicitation shall control. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Agreement.

FORCE MAJEURE: Neither party shall be liable in damages for any delay or default in the performance of this contract, if such delay or default is caused by conditions beyond its control including, but not limited to acts of God, government restrictions, wars, insurrections, and/or any other cause beyond the reasonable control of the party whose performance is affected.

INCLEMENT WEATHER: PRE-BID: If Santa Fe ISD Schools are **closed** (either the "schools" and/or "offices") on the day a pre-bid is scheduled, **"THE PRE-BID IS CANCELLED"** and **will not be rescheduled unless an addendum is issued.** Bidders are advised that they are to email or FAX questions to the purchasing agent by the date and time required within this solicitation. **BID OPENING:** If Santa Fe ISD Schools "offices" are closed on the day a bid is "DUE", or prior to the due time, that **bid will be due at the same time the next day that the Santa Fe ISD Schools "offices" are open.** The bid opening shall not be impacted if Santa Fe ISD Schools "schools" are closed. If Santa Fe ISD Schools (either the "schools" and/or "offices") open late, due to inclement weather, the Bid Due Date and Time of Opening will be conducted AS SCHEDULED. If Santa Fe ISD Schools "offices" close early, due to inclement weather, the Bid Due Date and Time of Opening will be conducted **at the same time the next day that the Santa Fe ISD County Schools "offices" are open.** If Santa Fe ISD Schools "schools" close early, due to inclement weather, the Bid Due Date and Time of Opening



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will be conducted AS SCHEDULED.

EQUAL EMPLOYMENT OPPORTUNITIES LAWS: Successful bidder will be required to comply with applicable equal employment opportunity laws and regulations.

PAYMENT will be made upon receipt and acceptance by Santa Fe ISD of items(s) ordered and receipt of a valid invoice, in accordance with the State of Texas prompt Payment Act, Chapter 2251, Government Code VTCA. As required by law, the awarded contractor is required to pay subcontractors within ten (10) days from receipt of payment. Vendors and contractors may negotiate, and the district will consider earlier payment terms if such terms are advantageous to Santa Fe ISD. **ACH payment is required.**

SFISD PROPERTY: In the event of loss, damage, or destruction of any property owned by or loaned by Santa Fe ISD that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify Santa Fe ISD and pay to Santa Fe ISD the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Vendor's receipt of written notice of Santa Fe ISD's determination of the amount due. If Vendor fails to make timely payment, Santa Fe ISD may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by Santa Fe ISD.

INSURANCE: The vendor is required to provide Santa Fe ISD with copies of certificates of insurance for Texas Worker's Compensation and General Liability Insurance. Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to Santa Fe ISD prior to commencement of any work under this Agreement. The insurance company insuring Vendor shall be licensed in the State of Texas and shall be acceptable to Santa Fe ISD. Vendor shall give Santa Fe ISD a minimum of ten (10) days' notice prior to any modifications or cancellation of said policies of insurance. Vendor shall require all subcontractors performing any work under or relating to this Agreement to maintain coverage as specified below.

MINIMUM INSURANCE REQUIREMENTS:

- Vendor shall, at all times during the Term of this Agreement, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of Vendor. These requirements do not establish limits of Vendor's liability.
- All policies of insurance shall waive all rights of subrogation against Santa Fe ISD, its officers, employees, and agents.
- Santa Fe ISD shall be named as an "additional insured" on insurance policies, except Worker's Compensation.



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- Upon request, certified copies of original insurance policies shall be furnished to Santa Fe ISD.
- Santa Fe ISD reserves the right to require additional insurance should Santa Fe ISD deem additional insurance necessary, in Santa Fe ISD's sole discretion.
 - A. Workers' Compensation (with Waiver of subrogation to Santa Fe ISD) Employer's Liability, including all states, U.S. Longshoremens, Harbor Workers and other endorsements.
 - B. Statutory and Bodily Injury by Accident: \$100,000 each employee. Bodily Injury by Disease: \$500,000, policy limit \$100,000 each employee. Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, catering and underground damage.

INTERPRETATION: Vendor agrees that the normal rules of construction that require that any ambiguities in this Agreement are to be construed against the drafter shall not be employed in the interpretation of this Agreement.

NO AGENCY OR ENDORSEMENTS: Santa Fe ISD and Vendor are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. This Agreement shall not be construed or deemed an endorsement of a specific company or product. It is the intention of the parties that Vendor is independent of Santa Fe ISD and is not an employee, agent, joint venture, or partner of Santa Fe ISD, and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner, between Santa Fe ISD and Vendor or Santa Fe ISD and any of Vendor's agents. Vendor agrees that Santa Fe ISD has no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

NOTICE: Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested. Notice shall be sufficient if made or addressed to the address listed in the signature line of this Agreement. Notice shall be deemed effective upon receipt. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified or registered mail, return receipt requested.

RECORDS RETENTION: Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all goods and/or services provided by Vendor to Santa Fe ISD under this Agreement. These records and accounts shall be retained by Vendor and made available for audit by Santa Fe ISD for a period of not less than three (3) years from the date of



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completion of the services, receipt of the goods, or the date of the receipt by Santa Fe ISD of Vendor's final invoice or claim for payment in connection with this Agreement, whichever is later. If an audit has been announced, Vendor shall retain its records and accounts until such audit has been completed.

SAFETY: Vendor, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Agreement, including, without limitation, those promulgated by Santa Fe ISD and by the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by Santa Fe ISD. Vendor shall indemnify and hold Santa Fe ISD harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

SUBCONTRACTORS: If Vendor uses subcontractors in the performance of any part of this Agreement, Vendor shall be fully responsible to Santa Fe ISD for all acts and omissions of the subcontractors just as Vendor is responsible for Vendor's own acts and omissions. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between Santa Fe ISD and any such subcontractor, nor shall it create any obligation on the part of Santa Fe ISD to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.

TITLE AND RISK LOSS: Whenever Santa Fe ISD is purchasing (and not leasing) an item under this Agreement, title and risk of loss shall pass upon the later of Santa Fe ISD's acceptance of the item or payment of the applicable invoice. All deliveries under this Agreement shall be delivered: **Freight Prepaid, F.O.B. Destination, Full Freight Allowed, Inside Delivery and shall be included in all pricing in Vendor's proposal unless otherwise clearly stated in writing in Vendor's proposal.**

WORKFORCE: Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Agreement. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on Santa Fe ISD's property, nor may such workers be intoxicated or under the influence of alcohol or drugs on Santa Fe ISD's property.

ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH SANTA FE ISD must submit a Conflict-of-Interest Questionnaire, if required, no later than the seventh (7th) business day after the date the person becomes aware of facts that require the statement to be filed, as required by Local Government Code, Section 176.006.



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ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH SANTA FE ISD must have Form W-9 Request for Taxpayer Identification Number and Certification on file with district.

ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH SANTA FE ISD must complete Form 1295 - Certificate of Interested Parties, electronically with the Texas Ethics Commission.

ALL VENDORS MUST ALSO INCLUDE: A Felony Conviction Notification as required by Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a) with the bid.

ANY QUESTIONS CONCERNING SPECIFICATIONS SHOULD BE DIRECTED TO JANET FERGUSON, SFISD PURCHASING SPECIALIST- janet.ferguson@sfisd.org

NOTE: Santa Fe ISD does not discriminate on the basis of sex, race, disability, color or national origin in its educational programs, activities and/or employment practices.

STATE CERTIFICATIONS

The following State of Texas certifications are required to be completed and submitted as part of the Bidder's response to this solicitation. By submitting a bid or proposal, the Bidder certifies and verifies compliance with the applicable provisions of Texas law as outlined below.

TERRORIST ORGANIZATIONS (TEXAS GOVERNMENT CODE § 2252.152)

Pursuant to Texas Government Code § 2252.152, the Bidder certifies that it is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts as a company that is engaged in business with Iran, Sudan, or a foreign terrorist organization. The Bidder further certifies that it will not engage in such business during the term of any contract resulting from this solicitation.

BOYCOTTING OF ISRAEL (TEXAS GOVERNMENT CODE CHAPTER 2271)

Pursuant to Texas Government Code Chapter 2271, the Bidder certifies that:

The Bidder does not currently boycott Israel; and the Bidder will not boycott Israel during the term of any contract awarded as a result of this solicitation.



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This certification applies only if the Bidder meets the statutory applicability thresholds (including contract value and number of employees) as defined by law.

CONTRACTING INFORMATION (TEXAS GOVERNMENT CODE § 552.372(B))

Pursuant to Texas Government Code § 552.372(b), the Bidder acknowledges and agrees that:

“The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and any resulting contract, and the contractor or Bidder agrees that the contract may be terminated if the contractor or Bidder knowingly or intentionally fails to comply with a requirement of that subchapter.”

The Bidder further agrees to preserve, provide, and retain contracting information as required by applicable records retention laws.

BOYCOTTING CERTAIN ENERGY COMPANIES (TEXAS GOVERNMENT CODE CHAPTER 2274; SENATE BILL 13)

Pursuant to Texas Government Code Chapter 2274, as enacted by Senate Bill 13, the Bidder certifies that: The bidder does not boycott energy companies; and The bidder will not boycott energy companies during the term of any contract resulting from this solicitation. This certification applies only if the Bidder meets the statutory applicability thresholds or does not qualify for a statutory exemption.

DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES (TEXAS GOVERNMENT CODE CHAPTER 2274; SENATE BILL 19)

Pursuant to Texas Government Code Chapter 2274, as enacted by Senate Bill 19, certifies that: The bidder does not discriminate against a firearm entity or firearm trade association; and The bidder will not discriminate against a firearm entity or firearm trade association during the term of any contract resulting from this solicitation.

This certification applies only if the bidder meets the statutory applicability thresholds or does not qualify for a statutory exemption.

CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE (SENATE BILL 2116)

Pursuant to Senate Bill 2116 (the Lone Star Infrastructure Protection Act), the bidder certifies that it is not a company that is prohibited from entering into agreements relating to critical



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infrastructure in the State of Texas due to foreign ownership or control as defined by applicable law. The bidder further certifies that no agreement resulting from this solicitation will provide a prohibited foreign-owned company with direct or remote access to, or control of, critical infrastructure in the State of Texas.

BACKGROUND CHECKS FOR CERTAIN CONTRACTORS (SENATE BILL 571)

Pursuant to Senate Bill 571 and applicable provisions of Texas law, the bidder certifies that it has conducted, and will continue to conduct, required criminal history background checks on its employees, agents, or subcontractors who will have direct contact with students or who will have access to district facilities where students are present, as required by law.

The bidder further certifies that it has complied, and will comply, with all applicable requirements relating to fingerprinting, national criminal history record information reviews,

and employment eligibility determinations, and that it will not permit an individual to perform services under any resulting contract who is disqualified under Texas law.

CERTIFICATION ACKNOWLEDGMENT

By signing and submitting a response to this solicitation, the bidder acknowledges that the above certifications are true and correct and understands that false certification may be grounds for disqualification, contract termination, and other remedies available under law.



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SCOPE OF WORK:

Santa Fe ISD, (the district), is seeking sealed proposals from qualified vendors for the purpose of supplying pest control services to the district. Evaluation will be based on determining the best overall value to the district. See section under General Conditions on Evaluation Criteria for detail.

TENTATIVE TIMETABLE:

SFISD anticipates following the timetable listed below for this job:

Item	Activity	Date & Time
1	Initial Release 1 st advertisement	04/14/26
2	2 nd advertisement	04/21/26
3	Pre-Proposal Meeting	n/a
4	Addenda (if any)	4/28/26 2:00pm CST
5	Deadline for submission of proposals	5/06/26 2:00pm CST
6	Anticipated Award Date	5/19/26

*The table above is only an estimate and may vary.

All attachments must be completed for the vendor to be evaluated.

The district intends to initiate this contract for a twelve (12) month period beginning July 1, 2026, through June 30, 2027, with renewal options for four (4) additional one (1) year terms from July 1 through June 30 requiring approval by the Board of Trustees. It is the desire of the district to maintain a long-term relationship with the vendor selected, assuming the service and product quality meets requirements and pricing remains competitive.

The district expects to award this contract after approval by the Board of Trustees at the May 2026 regular meeting. Service and cost price comparisons will be made as required using the terms and conditions of this proposal.

This Scope and Specifications are part of the final contract in each commodity and/or service contract and are part of the terms and conditions of each purchase order or other bid/proposal forms issued in connection with this solicitation.



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EVALUATION AND AWARD OF PROPOSALS:

In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the responsible proposer(s) whose proposal(s) is/are determined, after evaluation, to be the best value to Santa Fe ISD. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this document.

EVALUATION CRITERIA:

SFISD will review and evaluate proposals and make a recommendation to the Santa Fe ISD Board of Trustees. Santa Fe ISD will base a recommendation for contract award on the following factors, in accordance with Texas Education Code § 44.031:

<u>Evaluation Factors</u>	<u>Weighted Value</u>
1. Price	Points 40
2. Reputation of Vendor and Vendor's goods and/or services	Points 10
3. Quality of Vendor's goods and/or services	Points 20
4. Extent to which the goods and/or services meet SFISD's needs, including Vendor's demonstrated ability to obtain replacement parts and equipment	Points 10
5. The Vendor's past relationship with any educational entity	Points 05
6. Employs 25 or more people in this state who will perform services	Points 05
7. Total long-term cost to Santa Fe ISD to acquire Vendor's goods and/or services	Points 10
	<u>100 Points</u>

ESTIMATED QUANTITIES:

Santa Fe ISD makes no guarantee or commitment of any kind concerning quantities that will be purchased. SFISD makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation.



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SPECIFICATIONS:

Services provided shall meet the approved standards of the Texas Department of Health and Welfare governing bodies. Initial Service will be calculated on a twelve (12) month basis, beginning July 1, 2026, and ending June 30, 2027. Summer service, as dictated per the district calendar, will be twice weekly. Additionally, four (4) one (1) year renewals will be calculated on a twelve (12) month basis, beginning July 1st through June 30th. Containers will be provided by the successful bidder at locations listed in these specifications. All 8-yard containers must be "side fill", with two (2) doors. All containers must be lockable. The district will provide the locks.

DESCRIPTION OF SERVICES:

INTRODUCTION: The purpose of this proposal is to provide Santa Fe ISD with a source to provide pest control services at the prices offered herein, for the term of the agreement and any renewal periods. It is the policy of Santa Fe ISD to use Integrated Pest Management (IPM) as the strategy for control of pests in and around school facilities. The following description of services details the district's understanding of the scope and content of IPM services as it will apply to district property.

Bidders should read the entire set of specifications carefully, as these will form the basis of the contractual agreement with Santa Fe ISD. Failure to comply with the specifications may provide grounds for termination of the contract agreement. Bids should reflect not only the expected costs to the contractor for providing basic pest control services, but also the costs for providing supplementary services such as reporting, emergency treatments, in-service training and quality control.

BID REQUIREMENTS:

SITE VISITS: Bidder is required to inspect all premises to be covered in the contract and render a bid detailing specific charges for each of the listed sites/facilities. Bidders may examine the facilities by contacting Chris Wheeler, Director of Facilities and Maintenance, at 409-925-9201, to request an appointment. **Bids will not be accepted from prospective vendors who have not conducted site visits prior to submitting their bid.**

BIDDER QUALIFICATION: Bids shall be considered only from vendors who, in the judgment of Santa Fe ISD, are regularly established in business, financially responsible, able to show evidence of satisfactory past performance and capable of rendering prompt and satisfactory services. Each vendor shall furnish documentation specifically stating length of time in business and the availability of personnel available to properly fulfill the services and conditions required under these specifications. Each vendor shall complete the references form attached to this proposal and list customers who have contracts for similar service.

Santa Fe ISD may request additional information sufficient to determine the vendor's ability to meet these minimum specifications as listed. Requests for information contained in this section may also occur at any other time during the effective period of this contract, including any extensions thereof.



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BOARD CERTIFIED ENTOMOLOGIST: Preference shall be given to vendors with a trained entomologist or access to one as a consultant. A **Board-Certified Entomologist (BCE)** is a person with formal training in entomology whose expertise has been examined and certified by the Entomological Society of America. A copy of certifications for all BCE staff should be attached to the proposal. If the vendor does not employ a BCE, the vendor shall provide Santa Fe ISD with the name, address and phone number of the consulting entomologist used by the vendor.

SERVICE PLAN: The vendor shall provide a comprehensive Integrated Pest Management Plan (IPM), for the buildings and other areas specified herein. The submitted plan shall be in accordance with the district's IPM Policy. 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 Plan should extend beyond the application of pesticides to include structural and procedural modifications that reduce the food, water, harborage and access used by pests.

The vendor shall furnish all supervision, labor, materials and equipment necessary to accomplish the surveillance, trapping and pesticide application components of the IPM Plan. The vendor shall also provide detailed, site-specific recommendations for structural and procedural modifications necessary to achieve pest prevention.

PESTS INCLUDED AND EXCLUDED: The vendor shall adequately suppress the following pests:

- Indoor populations of commensal rodents (Norway and roof rats, house mice), cockroaches, ants including but not limited to Fire Ants, Pharaoh Ants, Sugar Ants, and Raspberry "Crazy" Ants, flies, spiders and other arthropod pests not specifically excluded from the contract
- Populations of the above pests that are located outside of the specified buildings, but within areas immediately adjacent to buildings
- Winged termite swarms emerging indoors

The following pest populations are excluded from this contract:

- Termites, Carpenter Ants and other wood-destroying organisms
- Mosquitoes
- Birds, bats, snakes and all other vertebrates other than commensal rodents
- Pests that primarily feed on outdoor vegetation

GENERAL CONTRACTOR RESPONSIBILITIES:

INITIAL INSPECTIONS OF FACILITIES: The vendor shall conduct a thorough, initial inspection of each building or site within ten (10) days of the initial awarded contract. The purpose of the initial inspection will be for the vendor to evaluate the pest control needs of all premises and to identify problem areas and any equipment, structural features or management practices that may be contributing to pest infestation. Access to building space shall be coordinated with the district IPM Coordinator, who will inform the vendor of any restrictions or areas requiring special scheduling.

PEST CONTROL PLAN: Prior to initiation of service, the vendor shall submit to the IPM Coordinator



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a Pest Control Plan (PCP), for each building or site within ten (10) days following the initial inspection

Upon receipt of the PCP, the IPM Coordinator will render a decision concerning its acceptability within five (5) working days. If aspects of the PCP are incomplete or disapproved, the vendor shall have two (2) working days to submit revisions. The vendor should be on site to initiate service within five (5) working days following notice of approval.

THE PCP SHALL CONSIST OF FIVE (5) PARTS AS FOLLOWS:

1. **Proposed Methods and Equipment for Service** – The vendor shall provide a summary of proposed control methods including current labels and Material Safety Data Sheets (MSDS) of all pesticides to be used, brand names of pesticide application equipment, rodent bait 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.
2. **Proposed Methods for Monitoring and Surveillance** – The vendor shall describe 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. In addition, the vendor will work with the IPM Coordinator to establish population levels that constitute unacceptable levels of pest presence in school facilities.
3. **Service Schedule for Each Building or Site** – The vendor shall provide complete service schedules that include planned frequency of contracted visits, specific day(s) of the week for contracted visits and approximate duration of each visit.
4. **Preventative Site Solutions** – The vendor shall describe site-specific solutions for observed sources of pest food, water, harborage and access.
5. **Commercial Applicator or Technician Licenses** – The vendor shall provide a current list of names along with photocopies of the commercial applicator or technician's licenses for every employee who will be performing on-site services under the contract.

RECORD KEEPING: The vendor shall be responsible for maintaining a pest control logbook or file for each building or site specified in the contract. These records shall be kept on school district property and maintained on each visit by the vendor. Each logbook shall contain the following items:

1. **Pest Control Plan** – A copy of the approved PCP for that facility, including labels and MSDS for all pesticides used in the building, brand names of all pest control devices and equipment used in the building and the service schedule for that location.
2. **Service and Complaint Log** – Record of service visit activities and complaints from staff concerning pest observations or pesticide applications. The record should show times in and out and signed by the vendor at each service visit.
3. **Service Report Forms** – Documentation of information on pesticide applications, pest sightings, sanitation/environmental status and building maintenance needs should also be present in the logbook.

In addition, copies of completed Service Report Forms should be forwarded to the District IPC Coordinator at least once a month for all facilities/sites.



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POSTING: The vendor shall fulfill all obligations with regard to posting, as required by the Texas Structural Pest Control Board. Santa Fe ISD will be responsible to post, in a prominent location, pest control signs provided by the vendor in fulfillment of obligations under Texas laws and regulations. In the event of emergency applications, Santa Fe ISD will display the pest control sign in a prominent location at the time of treatment.

TIMES OF SERVICE: The vendor shall perform routine pest control services only during times when students are not expected to be present for normal academic activities for at least twelve (12) hours after the application (*as defined under Article 135B-6 '4J(e) of the Structural Pest Control Act and Title 22, Texas Administrative Code, '595.11*). In the event of a possible need for an emergency treatment, (*as defined by Title 22, Texas Administrative Code, "595.8 (d) and '595.11*), the vendor shall work with the IPM Coordinator to determine whether an emergency situation exists before applying any pesticides. In such cases pesticides may be applied only to the local area of infestation if students are present or if less than twelve (12) hours will elapse before students are expected to be present. In the event of such an emergency treatment, the vendor will maintain records of the reasons for such treatments for the period prescribed by law.

SAFETY AND HEALTH: The vendor shall observe all safety precautions throughout the performance of the contract and 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, and shall hold Santa Fe ISD harmless for any action on its part or that of its employees that results in illness, injury or death.

UNIFORMS AND PROTECTIVE CLOTHING: All designated vendor personnel working in or around designated district buildings shall wear distinctive uniform clothing. The vendor shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

VEHICLES: Vehicles used by the vendor shall be identified in accordance with state and local regulations and shall be operated in a safe manner on district property. Vehicles must meet Texas Department of Transportation requirements.

LICENSING: Throughout the term of the contract, the vendor shall maintain a current business license issued by the Texas Department of Agriculture. In addition, all vendor personnel providing on-site pest control service must maintain licensing (in categories appropriate to the work being performed), as commercial applicators or licensed technicians. Unlicensed applicators will not be permitted to provide service to the district under the contract agreement. A copy of licenses for all vendor technicians shall be attached to the proposal.



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INSURANCE REQUIREMENTS: The successful vendor shall provide the following insurance verification:

GENERAL:

Santa Fe ISD requires that the following insurance requirement be met:

- The insurance shall contain a provision that at least thirty (30) days prior written notice shall be given to the owner in the event of cancellation, material change, or non-renewal.
- The Contractor shall not commence any portion of the work under this contract until all the insurance required herein and certificate of such insurance have been completed and approved by the owner.
- There shall be a hold harmless agreement in which the Contractor assumes liability on the contract and holds the Owner harmless.
- The Contractor shall purchase and maintain in force the following kinds of insurance for operations under this contract and provide the Owner with a certificate of insurance as evidence. Copies of such insurance documents shall be part of the contract agreements, and the Contractor shall maintain such in force throughout the term of any contract let by the district.

CASUALTY INSURANCE AND SECURITIES-MINIMUM REQUIREMENTS:

- Workers Compensation Insurance, as statutory provision required.
- Contractor must be a subscriber to the Texas Workers Compensation Act.
- Comprehensive-General Liability Insurance (Occurrence basis only) Bodily

- **Injury and property Damage:**

Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

- **Personal and Advertising Injury:**

Occurrence	\$ 500,000
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- **Broad Form Property Damage:**

Each Occurrence (Include Complete Operations)	\$ 500,000
Aggregate (Include X-C-U Coverage)	\$ 300,000

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- **Covering Hold Harmless Property Damage:**

Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

- **Independent Contractors Bodily Injury/Damage:**

Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

- **Products and Completed Operations Bodily Injury:**

Each Occurrence	\$1,000,000
Property Damage: Each Occurrence	\$500,000
Aggregate	\$1,000,000
Fire Damage, Legal Liability Any One Fire	\$50,000
Medical Expenses Any One Person	\$5,000
Sexual Molestation	\$10,000

Santa Fe ISD shall be named as an additional insured by endorsement on the Contractor's policy as to the subject job.

- **Comprehensive Vehicle Liability Insurance Business (Commercial) Vehicle Liability Insurance* Covering all owned, non-owned and hired vehicles:**

Bodily Injury Each Person	\$250,000
Each Accident	\$500,000
Property Damage Each Occurrence	\$100,000

- **Umbrella Liability Insurance (Excess)** \$1,000,000

*No deletion/exclusions from standard coverage from allowed without the written consent of Santa Fe ISD.



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The successful vendor must provide current copies of all insurance required, naming Santa Fe ISD as additional insured, within ten (10) working days of notification of award. Failure to provide copies of the required insurance within the given time may be cause for termination of the contract.

The successful vendor shall furnish any renewal certificates for insurance that may expire during the term of the contract.

COMPLAINTS: Should at any time Santa Fe ISD become dissatisfied with the pest control service, the successful vendor shall be notified in writing by the IPM Coordinator regarding problems that occurred. The notice will detail the problems and site(s) experiencing problems. The vendor will be required to contact the IPM Coordinator to discuss possible solutions and the vendor will be given a date by which a written response with the proposed solutions must be submitted.

PEST CONTROL RESPONSIBILITIES

STRUCTURAL MODIFICATIONS AND RECOMMENDATIONS: The vendor shall be responsible for advising the IPC Coordinator about any structural, sanitary or procedural modifications that would reduce pest food, water, harborage or access. The vendor shall be responsible for adequately suppressing all pests included in the contract regardless of whether or not Santa Fe ISD implements suggested modifications. Santa Fe ISD will not hold the vendor responsible for carrying out structural modifications as part of the pest control effort. However, minor applications of caulk and other sealing materials by the vendor to eliminate pest harborage or access may be approved by Santa Fe ISD on a case-by-case basis. The vendor shall obtain the approval of the IPM Coordinator prior to any application of sealing material or other structural modification.

USE OF PESTICIDES: The vendor shall be responsible for applications of pesticides according to the label. All pesticides used by the vendor must be registered with the U.S. Environmental Protection Agency (EPA) and by the State of Texas. 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 vendor shall adhere to the following rules for pesticide selection and use:

1. **Non-Pesticide Products and Their Use** – The vendor shall use non-pesticide methods of control wherever possible. For example:
 - Portable vacuums rather than pesticide sprays shall be used for initial clean-outs of cockroach infestations, swarming (winged) ants and termites and for control of spiders in webs wherever appropriate.
 - Trapping devices rather than pesticide sprays shall be used for indoor fly control wherever appropriate.
2. **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. Preventative pesticide treatment of areas where surveillance indicates a potential insect or rodent infestation, are acceptable on a case-by-case basis, as approved by the IPM Coordinator.



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3. **Pesticide Products and Their Use** – When it is determined that a pesticide must be used in order to obtain adequate control, the vendor shall employ the least hazardous material, most precise application technique and minimum quantity of pesticide necessary to achieve control. When selecting pesticide products, highest priority shall be given to use of products on the Green and Yellow Lists, in that order, according to the criteria established in the most recent Structural Pest Control Board definitions of these products (*Title 22, Texas Administrative Code, '595.12(f)*). Containerized and other types of crack and crevice-applied bait formulations, rather than sprays, shall be used for cockroach and ant control wherever appropriate. As a general rule, liquid aerosol, or dust formulations shall be applied only as crack and crevice treatments with application devices specifically designed or modified for this purpose. "Crack and Crevice Treatment" is defined in this proposal as an application of small amounts of insecticides into cracks and crevices in which insects hide or through which they may enter a building. Application of pesticide liquid, aerosol, or dust to exposed surfaces or any space sprays (including fogs, mists and ultra-low volume applications), shall be restricted to unique situations where no alternative measures are practical. The vendor shall obtain the approval of the IPM Coordinator prior to any application of pesticide liquid, aerosol or dust to exposed surfaces, or any space spray treatment. The vendor shall take all necessary precautions to ensure student and staff safety, and all necessary steps to ensure the containment of the pesticide to the site of application.
4. **Pesticide Storage/Disposal** – The vendor shall not store or dispose of any pesticide product on Santa Fe ISD property.
5. **Pesticide Sales and Distribution** – The vendor shall not sell, share or make available any pesticide products to any non-licensed Santa Fe ISD employee.

RODENT CONTROL: As a general rule, rodent control inside occupied buildings shall be accomplished with bait stations. 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 IPM Coordinator. Trapping shall not be performed during periods when maintenance will be delayed by holidays, weekends, etc. The vendor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate and timely manner. In circumstances when rodenticides are deemed essential for adequate rodent control inside occupied buildings, the vendor shall obtain the approval of the IPM Coordinator prior to making any interior rodenticide treatment. All rodenticides, regardless of packaging, shall be placed either in locations inaccessible 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.

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 vendor shall adhere to the following rules:

- All bait boxes shall be placed out of the general view in locations where they will not be disturbed by routine operations.
- The lids of all bait boxes shall be securely locked or fastened shut.



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- All bait boxes shall be securely attached or anchored to the floor, ground wall or other surfaces, so that the box cannot be moved.
- Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
- All bait boxes shall be labeled with the vendors' business name and address and dated by the vendor technician at the time of installation and at each servicing.

QUALITY CONTROL PROGRAM: The vendor 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 vendor shall submit a copy of the quality control program to the IPM Coordinator. The program shall include the following items:

1. **Inspection System** – The vendor shall develop a system for monitoring the effectiveness of the services provided to Santa Fe ISD. The purpose of this system is to detect and correct deficiencies in the quality of services before the level of performance becomes unacceptable and/or Santa Fe ISD or State Health Department Inspectors identify the deficiencies.
2. **Quality Control Checklist** – A quality control checklist shall be used in evaluating contract performance during regularly scheduled and unscheduled inspections. The checklist shall include all buildings or sites serviced by the vendor as well as every task required to be performed.
3. **Quality Control File** – A quality control file shall contain a record of all inspections conducted by the vendor and any corrective actions taken. The file shall be maintained throughout the term of the contract and made available to Santa Fe ISD upon request.
4. **Inspectors** – the vendor shall state the name(s) of individuals responsible for performing the quality control inspections.



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SPECIAL CONDITIONS:

The provisions of this section entitled "**SPECIAL CONDITIONS**" shall govern in the event of any conflict between them and the "**GENERAL CONDITIONS**" of this agreement.

EVALUATION OF PROPOSALS: All submissions received from interested companies will receive a fair evaluation. While price is a paramount consideration, the district will consider all applicable factors, including services and responsibility of the vendor in determining the best submission. Respondents shall not contact any district personnel other than the Purchasing Specialist with regard to the proposal process, status of evaluation, questions in the form of an addendum, or contents of proposals. Failure to abide by this requirement may be because to reject the proposal and to accept any proposal considered to be in the best interest of the district. The district reserves the right to waive any information or minor technicalities or to accept any submission deemed advantageous to it. Proposals received by the district that do not comply with this specific proposal may not be considered.

AWARD: At the conclusion of all evaluation activities, an award recommendation will be made to the District Board of Trustees. The district will act as the sole judge in determining the suitability of goods and services of respondents. Upon award, the implementation plan will be further developed along with a timetable for the implementation as needed. Any or all portions of this proposal and all portions of the response may be incorporated into the final contractual agreement. All negotiated agreements must ultimately be reduced to writing and signed by the respondent.

AUDITS: The district shall be given reasonable rights to perform audits by the district's own personnel and /or an outside firm of consultants/auditors, in order to investigate the district's administration services, and evaluate performance of the vendor. The vendor agrees to provide full cooperation during this process. Performance of these functions shall be conducted with proper notification per customary industry standards.

MATERIAL SAFETY DATA SHEETS (MSDS): The Federal Government requires that the district obtain current and accurate MSDS for each product that may contain hazardous substances, create hazardous substance as a by-product, cause harmful physical effects, or otherwise be considered hazardous. The successful vendor(s) must furnish these sheets on all items with the initial delivery of each item to the warehouse and/or department location. This information shall be provided on an OSHA Form 20 MSDS or a suitable equivalent.



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PROPOSAL FORM:

Having examined the Request for Proposal prepared by the Owner, and in submitting this proposal, the undersigned agrees to the following:

1. To hold the proposal open for acceptance by the Owner for 60 days.
2. To hold alternate proposals, open for acceptance by the Owner for 120 days
3. The Owner maintains the right to reject any or all proposals, to waive informalities or minor irregularities in the proposal process and to accept the proposal which the Owner considers most advantageous. The Owner reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the Owner without regard to whether such information appears in the submission.
4. The Owner reserves the right to award some, none, or combinations of proposals deemed most advantageous to the Owner.
5. That this Proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over respondents in the award of this proposal.
6. The Owner reserves the right to negotiate with any Respondent in a manner permitted by law.
7. The undersigned has reviewed the Contract and exhibits as modified by Owner and agrees to execute a final version of these contracts in accordance with the attached terms, subject to final approval by Owner.
8. By providing a response, each Applicant agrees to waive any claim it has or may have against the Owner, its Trustees, agents and employees, and any reference sources, arising out of or in connection with: the administration, evaluation, or recommendation of any response; waiver of any requirements in the Request for Proposals; acceptance or rejection of any response and award of the Contract.
9. The cost of developing a response is the sole responsibility of the Applicant. The Owner will not provide reimbursement of such cost and will not be liable for any preparation cost for any reason whatsoever.
10. Respondents have visited the site of the proposed work and fully acquaint themselves with the existing conditions there and should fully inform themselves as to the facilities involved, the difficulties and restrictions attending the performance of the contract. The Respondent should thoroughly examine and familiarize themselves with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to his failure to receive or



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examine any form or legal document or to visit the site or acquaint themselves with the conditions there existing. The Owner will be justified in rejecting any claim based on lack of inspection of the site prior to the proposal.

11. The unit price, if requested, for each of the several items in the proposal shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price proposal represents the total proposal. Any proposal not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

Proposers must provide evidence that either they directly hold all appropriate licenses to apply herbicides, including all required Texas Department of Agriculture licenses, or that a subcontractor of Proposer holds all such appropriate licenses. If Proposer proposes to use a subcontractor who holds all required licenses to apply herbicides on Santa Fe ISD property, Proposer must provide evidence of the subcontractor's licenses, and by submitting a proposal, Proposer agrees that only the properly licensed subcontractor shall apply herbicides on Santa Fe ISD's property and that Proposer shall be fully responsible to Santa Fe ISD for all acts and omissions of the subcontractor.



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SANTA FE ISD FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.” Subsection (c) states “this section does not apply to a publicly held corporation”.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the information furnished is true to the best of my knowledge.

Contractor’s Name/Company Name:

Authorized Official’s Name (Printed or Typed):



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You must select one and sign below:

- ☐ Firm is a publicly held corporation; therefore, the above reporting requirement does not apply per Section 44.034, Texas Education Code, Subsection (c).
- ☐ Contractor/Firm **is not** owned nor operated by anyone who has been convicted of a felony.
- ☐ Contractor/Firm **is** operated or owned by the following individual(s) who has/have been convicted of a felony:

Name of Individual(s):

Detail of Conviction(s):

(Attach additional pages if necessary.)

Signature of Company Official

Date



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SANTA FE ISD CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Form 1295 must be filled out electronically with the Texas Ethics Commission's online filing application and included with the proposal. Section 2252.908 of the Texas Government Code prohibits the district from entering into a contract resulting from this CSP with a business entity unless the business entity submits a Disclosure of Interested Parties – Form 1295 to the district. Effective January 1, 2018, the Form 1295 requirement does not apply to: (1) a contract with a publicly traded business entity or wholly owned subsidiary of the same; (2) an electric utility; or (3) a gas utility.

The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following definitions apply:

- (1) **“Business Entity”** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV'T CODE § 2252.908(1).
- (2) **“Interested Party”** means a person: a) who has a controlling interest in a business entity with whom the district contracts; or b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV'T CODE § 2252.908(3).
- (3) **“Controlling interest”** means: a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (c) does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries. TEX. ETHICS COMM. RULE 46.3(c).
- (4) **“Intermediary”** means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who: a) receives compensation from the business entity for the person's participation; b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).



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As a “business entity”, all vendors must:

- (1) **Complete Form 1295 electronically** with the Texas Ethics Commission using the online filing application, which can be found at:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm All vendors must complete Form 1295 **even if no interested parties exist.**
- (2) **Print a copy of the completed form.** Make sure that the form has a computer-generated certification number in the “Office Use Only” box.
- (3) **Have an authorized agent of the business entity sign the form.**

Submit the completed Form 1295 by including the form with your proposal.



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**CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION REVIEW BY
SERVICE CONTRACTOR:**

Certifying Affidavit submitted to:

Name of School District: _____

Mailing Address: _____

Project/Agreement: _____

STATE OF TEXAS §
COUNTY OF _____ §

(1) The undersigned representative, on behalf of the contracting firm identified below, swears and affirms to _____ Independent School District (the "District") the following (please check the option that applies):

- Such firm has obtained, reviewed and verified, from a law enforcement or criminal justice agency, the criminal history record information of all employees of the contracting firm who (i) have or will have continuing duties related to the contracted services, and (ii) have or will have direct contact with students (substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional District employee). The undersigned further certifies that no employees of the contracting firm who meet the requirements of (i) and (ii) herein have been convicted of any offense identified in Section 22.085 of the Texas Education Code or prohibited by District policy.
- Such firm has ensured that all employees of the contracting firm who (i) have or will have continuing duties related to the contracted services, and (ii) have or will have direct contact with students (substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional District employee) have submitted all information necessary for the LEE Fast Pass process, but such firm does not have access to the results of the criminal history search.
- No employees, including the undersigned, have or will have direct contact with students, as defined by Tex. Admin Code §153.1101(7).
- If the public work involves an existing "instructional facility," as defined by Tex. Ed. Code §46.001, such firm certifies that (1) the public work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and (2) that the contractor has adopted a policy prohibiting employees, including subcontractor employees, from interacting with students or entering areas used by students, informs employees of the policy, and enforces the policy at the public work area. Such firm further certifies that it has an ongoing responsibility to make a reasonable effort to ensure that the aforementioned conditions/precautions continue to exist throughout the time that the contracted services are provided.



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- (2) The undersigned firm swears and covenants that no present or future employee of the contracting firm, no present or future independent contractor, and no present or future employee or independent contractor of any subcontractor of the contracting firm, will provide services to the Project on a continuing basis that involve direct contact with students unless and until such employee's or independent contractor's national criminal history record information has been reviewed, cleared and certified, as required herein. In the event of an emergency, an employee or independent contractor who has not been previously certified may only provide services that involve direct contact with students if such employee is escorted by a District employee.
- (3) The undersigned firm swears and covenants that, upon receipt of information, directly or indirectly, that any employee or independent contractor of the contracting firm has been convicted of an offense identified in Section 22.085 of the Texas Education Code or prohibited by District policy, the contracting firm will immediately remove or cause the removal of such employee from the Project or scope of the Agreement and notify the District.
- (4) If applicable, the undersigned agrees that its use of the District's DPS LEE Pass account/number to obtain criminal history information in no way creates any agency relationship between the district and the undersigned or its employees.

_____, being duly sworn, affirms and certifies that he/she is the _____ (position) of _____ (contracting firm), and that all statements and acknowledgements contained herein are true and correct, and that he/she has the authority to bind such firm to the covenants set out above.

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____, 20____.

Notary Public _____ State of _____

My Commission expires: _____



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THE FOLLOWING FORMS MUST BE COMPLETED AND SIGNED WHERE APPLICABLE, FOR CONTRACT CONSIDERATION. FAILURE TO COMPLETE THE FORMS IN THEIR ENTIRETY, MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

- **Vendor Response Form**
- **Bid Acknowledgement Form**
- **Reference Form**
- **Proposal Cost Sheet**
- **Deviation Form**
- **Form W-9**
- **Form CIQ (Conflict of Interest Questionnaire)**
- **Vendor Certifications**
- **HB 1295 Vendor Information**
- **ACH Vendor Form**