

INDEPENDENT SCHOOL DISTRICT

REQUEST FOR PROPOSAL

_____ Independent School District will receive competitive sealed proposals for the furnishing of all labor, material, equipment, and other things needed to perform **PEST CONTROL SERVICES**. Upon School Board approval in December, this service will be for the months of February 2005 through August 2005 with an option to renew for an additional (2) years if service and cost are satisfactory and the renewal is agreed to both parties. For your convenience a copy of the request for proposal is included under this cover.

ACKNOWLEDGMENT OF RECEIPT FOR A COMPETITIVE SEALED PROPOSAL # _____

Your signature here ensures that you will be kept on our active bidder's list for a period of one year, even if a no bid is submitted for this proposal

X _____
Signature of Authorized Representative

X _____
Company

Please return this Request for Proposal packet in a SEALED ENVELOPE CLEARLY MARKED:

Proposal _____ *COMPETITIVE SEALED PROPOSAL FOR PEST CONTROL SERVICES*

_____ INDEPENDENT SCHOOL DISTRICT
P.O. Box or Mailing address
Anywhere, TX 70000
Attn.: IPM Coordinator – Purchasing Agent

DATE ISSUED: _____, 2004

PRE-PROPOSAL MEETING
DATE: _____, 2004 (2:00P.M.)
Blank ISD
CONFERENCE ROOM
somewhere, TX

OPENING DATE: _____, 2004 (2:00PM)
OPENING LOCATION: Blank ISD
CENTRAL ADMINISTRATION OFFICES
BOARD ROOM
address
somewhere, TX

For further information concerning any bid item please contact IPM coordinator list name, phone and email

(TO BE COMPLETED BY VENDOR)

COMPETITIVE SEALED PROPOSAL FORM

PROPOSAL NUMBER _____, NON-EXCLUSIVE SERVICE AGREEMENT
FOR _____

THE UNDERSIGNED AGREES TO FULLY COMPLY IN STRICT ACCORDANCE WITH THE COMPETITIVE SEALED PROPOSAL SPECIFICATIONS AND PROVISIONS ATTACHED THERETO FOR THE AMOUNTS SHOWN, FOR THIRTY (30) CALENDAR DAYS AFTER THE DATE OF THE BID OPENING.

SIGNATURE OF PERSON _____

SIGNER'S NAME, TITLE, COMPANY _____

phone: _____

Item #	Description	Unit Price	Extended Price
Option 1	Quarterly perimeter inspection around ___ buildings (pharaoh ants, roaches, nuisance ants) and quarterly interior inspection of ___ buildings to include kitchens, cafeterias, lounges, coffee bars, home eco. labs, and special ed. classrooms or	\$	\$
Option 2	Quarterly perimeter inspection of ___ buildings and <u>monthly</u> interior inspection of ___ buildings to include kitchens, lounges, coffee bars, home eco. labs and special ed. classrooms	\$	\$
Option 3	Annual fire ant baiting for ___ campuses (August) and spot treatments as needed or	\$/ Acre	\$
Option 4	Bi-annual fire ant baiting for ___ campuses (August, March) and spot treatments as needed.	\$/ Acre	\$
Item 1	Spot treatment of fire ant mounds on grounds <u>not</u> baited (estimated 50 mounds)	\$/ mound	\$
Item 2	Fire ant inspection/treatment in classrooms/offices in buildings whose grounds were not treated by contractor (est. 20 treatments)	\$/ treatment	\$
Item 3	Rodent infestation (estimated 5,000 sq. ft.)	\$/ sq. ft.	\$
Item 4	Interior termite treatment per linear foot (estimated 100 ft.)	\$/ L. ft.	\$
item 5	Flea infestation (estimated 2,000 sq. ft.)	\$/ sq. ft.	\$
item 6	Bees, wasps, yellow jackets, etc. inside building (est. 5 treatments)	\$/ treatment	\$

Proposals above are to be based on the premise that there will be no charge for any treatment for pharaoh ants, nuisance ants, carpenter ants or tree roaches that might be required if a district threshold limit is exceeded in any area of a building that has had quarterly perimeter inspection/treatments. There will also be no charge by the contractor for any exterior or interior fire ant treatment if the contractor has performed an annual or bi-annual baiting. The cost to treat German roaches, silverfish, spiders or an occasional mouse (glue boards only) should also be included in monthly bid price.

Place an "X" in either Option 1 or 2 and either Option 3 or 4, then enter monthly charge

January 2005 thru August 2005 (Note you can change this depending on district requirements for all contracts)

Contract Month	Option 1	Option 2	Option 3	Option 4	Monthly Cost
February					\$
March					\$
April					\$
May					\$
June					\$
July					\$
August					\$
Total Annual Cost					\$

September 2005 thru August 2006

Contract Month	Option 1	Option 2	Option 3	Option 4	Monthly Cost
September					\$
October					\$
November					\$
December					\$
January					\$
February					\$
March					\$
April					\$
May					\$
June					\$
July					\$
August					\$
Total Annual Cost					\$

September 2006 thru August 2007

Contract Month	Option 1	Option 2	Option 3	Option 4	Monthly Cost
September					\$
October					\$
November					\$
December					\$
January					\$
February					\$
March					\$
April					\$
May					\$
June					\$
July					\$
August					\$
Total Annual Cost					\$

(TO BE COMPLETED BY VENDOR)

Vendors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Bidder certifies that the company complies with Executive order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations.

Acknowledgment by Signature:

VENDOR NON-COLLUSIVE PROPOSAL

By submission of this proposal, the Vendor certifies that:

- a. The proposal has been independently arrived at without collusion with another vendor or with any Competitor.
- b. This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals for this project, to any other Vendor, Competitor or potential Competitor.
- c. No attempt has been made or will be made to induce another person, partnership or corporation to submit or not to submit a proposal.
- d. The person signing this proposal certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Vendor as well as to the person signing in its behalf.

Acknowledgment by Signature:

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History of Contractor states:

- a. A person of business entity that enters into a contract 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.
- b. A school district may terminate a contract 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.
- c. This section does not apply to a publicly held corporation.

Please check off one box and sign the in the appropriate space(s):

My firm is a publicly held corporation; therefore this reporting requirement is not applicable.

My firm is not owned nor operated by anyone who has been convicted of a felony.

My firm is owned and operated by the following individual(s) who has/have been convicted of a felony: Name of Felon(s): _____

Details of

Conviction(s): _____

Acknowledgment by Signature:

(TO BE COMPLETED BY VENDOR)

INSURANCE REQUIREMENTS – REQUESTED FOR WORK PERFORMED ON DISTRICT PROPERTY

The vendor shall carry Statutory Workmen’s Compensation Insurance, Comprehensive General Liability Insurance covering premises operation and Contractor’s Liability in the amount of \$100,000/\$300,000 for bodily injury and \$100,000 each accident property damage and Automobile Liability covering all owned, non-owned, and hired vehicles in the amount of \$100,00/\$300,000 bodily injury and \$100,000 each accident property damage. Certificates of Insurance shall be delivered to the Maintenance Department before work is commenced.

Upon award of bid, the vendor shall supply maintenance department proof of insurance, in the manner prescribed by the Texas Worker’s Compensation Commission, informing all persons providing services on the project that they are required to be covered, and state how a person may verify coverage and report lack or coverage.

Acknowledgment by Signature:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, and VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

This certificate is required by the regulations implementing executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant’s responsibilities. The regulations were published as Part IV of the January 30, 1989 *Federal Register* (Pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

- (1) The prospective lower tier certifies, by submission of the proposal, that neither it nor its principals is 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 shall attach an explanation of the proposal.

Organization Name

PR/Award # of Project Name

Name and Title of Authorized Representative

Signature

Date

COMPETITIVE SEALED PROPOSAL INSTRUCTIONS

GENERAL CONDITIONS:

1. Sums of money shall be indicated both by Unit Cost and Total Item Cost when applicable. In case of discrepancy, the Unit Cost shall govern.
2. Deviations to Proposal Instruction, Terms and Conditions of Specifications shall be conspicuously noted in writing by the vendor of these forms.
3. _____ ISD reserves the right to accept or reject any or all quotations and/or proposals in its entirety and to waive all formalities. This inquiry implies no obligation on the part of the buyer, nor does the buyer's silence imply an acceptance or rejections of any quotation offer.
4. It is understood and agreed that the School District reserves the right to increase or decrease quantities of modify conditions and specifications by mutual agreement with the selected supplier/vendor, both at the time of acceptance of the quotation offer as so modified and subsequent thereto.
5. TERMS of PAYMENT – Funds for completed contracts concerning this proposal will be available within thirty (30) days of delivery and acceptance by the District.
6. The successful vendor will be required to execute a Waiver of Liability Document as presented by Owner. (See Attachment 1).
7. Prior to expediting a Purchase Order with an error in pricing, vendor must contact Accounts Payable or the **Contact Person** indicated on the purchase order to correct the matter. Only after the purchase order amounts are correct, shall an order be processed and delivered. Failure to contact _____ ISD of discrepancies prior to delivery will mean Vendor has assumed the cost presented on the purchase order and payment will be made reflecting these costs. It is anticipated all purchase orders and invoices must correlate with one another prior to expediting a check for payment.
8. Send all invoices to:
_____ Independent School District
Mailing address
Somewhere, TX

Send all service tickets/pesticide application use records, and justification forms within 48 hours to:

IPM Coordinator
_____ ISD
Mailing address
Somewhere, TX
9. Payment will be made on the District's regular payment schedule. _____ ISD makes payments upon receipt of a properly executed invoice.
10. The vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses as set forth in the vendor's or manufacturer's warranty, which will result for either delivery or use of product which does not meet the specifications within this document.
11. _____ ISD reserves the right to modify conditions and specifications by mutual agreement with the selected supplier(s)/vendor(s) both at the time of acceptance of this quotation offer as so modified, and subsequent thereto.
12. _____ ISD will have the right to cancel and contract entered into under the terms and conditions of this proposal for any reason at any time on thirty (30) days written notice and justification. Vendor shall have the right to cancel the contract subject to _____ ISD approval at any time on thirty (30) days written notice and justification. In the event of any actual contract cancellation, _____ ISD will not be held responsible for loss of business or any termination expenses incurred by the vendor.
13. The School District is exempt from all applicable Federal and State taxes. All quotation offers and/or proposals are to be made taking this fact into consideration.
14. PLEASE NOTE CAREFULLY – In quoting, give complete information in spaces provided, otherwise your quotation may not be considered. In evaluating qualified proposals, the following considerations will be taken

into account for award recommendations: business organization, experience, references and price. It is not the policy of _____ ISD to purchase on the basis of low cost alone. **ISD reserves the right to determine what is of best value and most advantageous to the School District.**

15. In the event any article to be sold or delivered hereunder is covered by any patent, copyright, trade-mark, or application the seller shall indemnify and hold harmless the School District from any and all loss, cost, expenses and legal fees on account of any claims, legal actions, or judgments on account of manufacture, sales, or use of such article in violation infringement or the like of rights under such patent, copyright or application.
16. Vendors who do not submit a proposal should notify _____ ISD in writing that they wish to remain on our bidding list. Failure to do so may result in their deletion from it.
17. _____ ISD reserves the right to award items in-groups or “item by item” basis depending on which best affects the School District.
18. _____ ISD reserves the right to award this proposal on an “all or none” basis.
19. All vendors must submit a list of at least three (3) references for which the vendor has provided like products/services. References will include contact name and telephone number. **Proposals submitted without three references may be disqualified from consideration.**

A. _____
Company

_____ Contact Name _____ Phone #

B. _____
Company

_____ Contact Name _____ Phone #

C. _____
Company

_____ Contact Name _____ Phone #

Specifications

1. Scope:

- _____ Independent School District would like to enter into a Pest Control Services agreement with a qualified contractor. The term of the agreement, based on School Board approval, shall cover a period of (7) months starting February 1, 2005 with the option to renew for an additional (2) years if service and costs are satisfactory and the renewal is agreed to by both parties.
2. Contractor shall comply with all current laws, IPM Strategies, ordinances, rules, and regulations pertaining to pest control in public schools. All necessary permits and licenses shall be obtained and paid for by the contractor.
 3. Successful vendor shall furnish evidence of any required bond and/or license prior to award of contract.
 4. Contractor shall be required to provide proof of liability insurance within thirty (30) days of notification of award of contract.
 5. Pest control shall consist of IPM Strategies (inspections, using least toxic means, etc.), "crack and crevice" treatment and bait application. Attached is a copy of the district's IPM policy statement, we expect the awardees to abide by this policy at all times.
 6. Option 1 on the bid form shall consist of a quarterly perimeter inspection of 19 buildings and the quarterly inspection of 11 kitchens, 12 cafeterias, 22 lounges, 17 coffee bars, 13 special ed. classrooms and 1 home economics lab. These inspections shall be performed in July, October, January and March.
 7. Option 2 on the bid form shall consist of a quarterly perimeter inspection of 19 buildings (to be performed in July, October, January and March) and the monthly inspection of 11 kitchens, 12 cafeterias, 22 lounges, 17 coffee bars, 13 special ed. classrooms and 1 home economics lab.
 8. Option 3 is the annual fire ant baiting of (8) campuses for a total of 59 acres to be performed in August.
 9. Option 4 is the bi-annual fire ant baiting of (8) campuses for a total of 59 acres to be performed in March and August.
 10. Items 1-6 are for services outside the monthly service fee.
 11. Contractor is responsible to arrange treatment schedule in such a manner as to provide sufficient time for the "48 Hour Notification Rule" and "12 Hour Following Treatment Rule".
 12. Contractor must be available to re-act with 12 hours to a request for an emergency waiver for cases of "Eminent Danger".
 13. Contractor is responsible to provide each facility manager with copies of the posted "Notification of Pest Control Treatment," with all the required information on the notice.
 14. Contractor shall provide each facility manager with Material Safety Data Sheets (MSDS) pertaining to pest control products to be used in said facility. The **Blank** Department shall be provided with one MSDS and product label for all products to be used throughout the school district.
 15. Records of each treatment at _____ ISD shall include location, date of treatment, and products used for each treatment at a minimum. One copy of the record of treatment **shall be faxed** each month to the (name your dept) Department. The contractor and _____ ISD shall retain treatment records for a minimum of two (2) years. In addition, a log in sheet provided by the district in each kitchen and at or near the front entry of each building shall be signed by the contractor's employee performing the service. The log sheet shall include location, date of treatment, initials of employee performing service and the type and amounts of products and/or devices used for treatment or monitoring purposes.
 16. Successful vendor shall be required to provide the IPM Coordinator with a list of contractor's employees that will be performing this work. The employee list shall include full name and social security number.

17. The contractor shall maintain adequate protection of all his work from damage and shall protect the School District's property from injury or loss arising from this agreement.
18. The contract workers shall wear a photo ID badge supplied by the district.
19. All contractors are required to furnish their own tools and equipment.
20. Payment to Contractor shall be on a monthly basis. Contractor shall submit an invoice to _____ ISD Accounts Payable Department, with Purchase Order number, for each payment. The invoice shall include a breakdown of services provided.
21. Contractor is responsible for any required bonds, permits, or licenses required for this type work.

ISD Locations for Pest Control

Facility	Location
Central Administration Building (1 building, 2 ports.)	1 Lounge and (2) coffee bars <u>14,290</u> sq. ft. <u>636</u> L. ft. (perimeter)
Curriculum and Instruction Building (1 building)	Coffee bar <u>2,550</u> sq. ft. <u>206</u> L. ft. (perimeter)
Ancillary Services Complex (2 buildings, 2 ports)	2 lounges with coffee bars. <u>29,160</u> Total sq. ft. <u>1,520</u> Total L. ft. (perimeter)
High School Complex (4 buildings, 2 ports.)	Main Campus - Kitchen/Cafeteria Teachers Lounge, custodial lounge, home eco lab, functional living kitchen CATE building – coffee bar Field House – coffee bar. NJROTC bldg. – coffee bar <u>573,680</u> Total sq. ft. <u>7,500</u> Total L. ft. (perimeter)
Junior High (1 building, 5 ports.)	Kitchen/Cafeteria, teachers lounge, custodial lounge, 1 functional living lab, 1 life skills lab, 1 coffee bar <u>172,080</u> Total sq. ft. <u>4,080</u> Total L. ft. (perimeter)
Junior High (1 building)	Kitchen/Cafeteria, teachers lounge, custodial lounge, 1 functional living lab, 1 life skills lab, 1 coffee bar <u>170,000</u> sq. ft. <u>2,946</u> L. ft. (perimeter)
Intermediate School (1 building)	Kitchen/Cafeteria, teachers lounge, special ed. room <u>106,000</u> sq. ft. <u>2,370</u> L. ft. (perimeter) <u>10.5</u> Acres
Intermediate School (3 buildings, 3 ports.)	Kitchen/Cafeteria, teachers lounge, special ed. room <u>91,205</u> sq. ft. <u>2,758</u> Total L. ft. <u>11</u> Acres
Intermediate School (3 buildings, 8 ports.)	Kitchen/Cafeteria, teachers lounge, special ed. room <u>91,380</u> Total sq. ft. <u>3,962</u> Total L. ft. (perimeter) <u>11</u> Acres

Elementary School (1 building, 5 ports)	Kitchen/Cafeteria, teachers lounge, special ed. room, kindergarten kitchen <u>102,200</u> Total sq. ft. <u>3,145</u> Total L. ft. (perimeter) <u>14</u> Acres
Elementary School (1 building, 3 ports)	Kitchen/Cafeteria, teachers lounge, special ed. room, kindergarten kitchen <u>99,320</u> Total sq. ft. <u>2,809</u> Total L. ft. (perimeter) <u>12.5</u> Acres
Elementary School (1 building)	Kitchen/Cafeteria, teachers lounge, special ed. room, kindergarten kitchen <u>95,000</u> sq. ft. <u>2,305</u> L. ft. (perimeter) <u>11</u> Acres
Elementary School (1 building, 2 ports.)	Kitchen/Cafeteria, teachers lounge, special ed. room, <u>80,850</u> Total sq. ft. <u>2,515</u> Total L. ft. (perimeter) <u>14</u> Acres
Elementary School (1 building)	Kitchen/Cafeteria, teachers lounge, special ed. room, <u>79,410</u> sq. ft. <u>2,180</u> L. ft. (perimeter) <u>10</u> Acres
Keefer St. Complex (8 buildings)	Cafeteria, 3 lounges with coffee bars <u>66,780</u> Total sq. ft. <u>3,515</u> Total L. ft. (perimeter)
Transportation Center (1 building)	Drivers lounge w/ coffee bar, mechanics lounge <u>21,000</u> sq. ft. <u>542</u> L. ft. (perimeter)
District Warehouse #1 (1 building)	 <u>5,530</u> sq. ft. <u>320</u> L. ft. (perimeter)
District Warehouse #2 (1 building)	 <u>3,010</u> sq. ft. <u>226</u> L. ft. (perimeter)
Aquatic Center (1 building)	 <u>23,000</u> sq. ft. <u>695</u> L. ft. (perimeter)

Attachment 1

WAIVER OF LIABILITY

Contractor hereby agrees, to indemnify and hold harmless, _____ Independent School District, for and against any loss or liability arising out of any claim or cause of action for loss or damage to property and injury to or death of persons; including Contractor's employees, caused by, resulting from, growing out of, or incidental to the work performed under this contract and shall at the option of the District, defend the District at Contractor's sole expense in any litigation involving the same, regardless of whether such work is performed by Contractor, its employees, or by its subcontractors, their employees, or all or either of them; provided however, that such indemnification and hold harmless shall not apply to claims of loss, damage, injury or death (other than loss of damage to or loss of use of Contractor's property if caused by the sole negligence of the District. In no case, however, shall Contractor be liable for consequential damages resulting from the loss of use of or anticipated profits for the facilities covered by the contract.

SIGNED: _____
Authorized Signature

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

Attachment 2

Action Levels

_____ **I.S.D.**

Action level will prompt call for treatment by vendor at no charge to district only after district has attempted through mechanical or other non-chemical means to dispose of pests (i.e. removal of food or water source, 2 day waiting period on some pests, plugging entry ways, glue boards, vacuuming of pests, etc.).

Pest	Classrooms/ Public Areas	Clinic	Kitchen	Outside Building Playground
Ants, Fire	1/ Room	1 / Room	3 / Room	3 Mounds per campus on grounds treated by vendor
Ants, Carpenter	3/ Room	1 / Room	3 / Room	1 Nest within 50' of building
Ants, Pavement	5/ Room	1 / Room	3 / Room	1 Nest within 25' of building
Ants, Pharaoh	5/ Room	1 / Room	1 / Room	1 Nest within 25' of building
Roaches, Wood	3/ Room	2 / Room	2 / Room	5 in area within 10 feet of building
Spiders, poisonous	1/ Room	1 / Room	1 / Room	1/Activity in any student area
Spiders, other	3/ Room	2 / Room	2 / Room	Only if Nuisance
Roaches, German	3/ Room	1 / Room	2 / Room	
Rodent, Mouse	1/ Room	1 / Room	1 / Room	Activity in any student area.

Action level will prompt call for treatment by vendor at cost to district over and above monthly charge.

Pest	Classrooms/ Public Areas	Clinic	Kitchen	Outside Building Playground
Ants, Fire	1/ Room	1 / Room	3 / Room	3 Mounds per campus on grounds not treated by vendor
Bees, Honey	1/ Room	1 / Room	1 / Room	If threatening students or staff
Bees, Bumble	1/ Room	1 / Room	1 / Room	If threatening students or staff
Bees, Carpenter	1/ Room	1 / Room	1 / Room	If threatening students or staff 1 Carpenter bee/5 linear feet of surface
Wasps	1/ Room	1 / Room	1 / Room	If threatening students or staff
Yellow jackets	1/ Room	1 / Room	1 / Room	10 or more at trash or if threatening students or staff
Ground hornets	N/A	N/A	N/A	5 or more if found near playgrounds or student pathways
Rodent, Rat	1/ Room	1 / Room	1 / Room	Activity in any student area
Termites	1/ Room	1 / Room	1 / Room	Activity in any student area
Lice	No Action Needed, Refer to school nurse			

Situations considered “Eminent Danger” by the IPM Coordinator will be treated by trained district personnel only.

Attachment 3

VENDOR RATING SHEET

CATEGORY	CATEGORY INDICATORS	RATING	CATEGORY WT.	TOTAL	COMMENTS
Business Organization	1. Reputation of vendor and services 2. Location of vendor 3. Quality of goods and services 4. Extent to which the goods and services meet District needs. 5. Felony convictions TOTAL RATING	1. _____ 2. _____ 3. _____ 4. _____ 5. _____ _____	X 5	=	
Experience	6. Experience with Tomball I.S.D. 7. Years of experience in pest control business. 8. Age of company 9. Vendor knowledge of business TOTAL RATING	6. _____ 7. _____ 8. _____ 9. _____ _____	X 10	=	
References	10. Reference No. 1 11. Reference No. 2 12. Reference No. 3 TOTAL RATING	10. _____ 11. _____ 12. _____ _____	X 10	=	
Price	13. Monthly purchase price 14. Costs outside monthly purchase price TOTAL RATING	13. _____ 14. _____ _____	X 5	=	