



## Invitation to Bid #08-22

### Yearly Contract for Sentricon Termite Treatment Services

Santa Fe College invites you to submit a bid for Yearly Contract for Pest Control Services according to the terms and conditions herein.

Thank you for your interest in Santa Fe College.

ITB 08-22: Yearly Contract for Sentricon Termite Treatment Services  
INFORMATION SHEET

Date of Posting: September 15, 2021

<p><b>Santa Fe College Purchasing Department Contact</b></p>	<p>Phil Carver, Purchasing Agent E-mail: <a href="mailto:phil.carver@sfcollge.edu">phil.carver@sfcollge.edu</a></p>
<p align="center"><b>Site Visits</b></p> <p>Optional walk-through dates/times for all locations.</p> <p>Vendors must <b>RSVP</b> for specific site visits by 4 p.m. <b>Friday, September 24, 2021.</b> (See-mail address for Purchasing contact above)</p> <p>Bidders are permitted to visit each location Monday-Thursday from 8am-4pm on their own, if it is needed</p> <p align="center">(See Section 1.7 for more information)</p>	<p align="center"><b>Tuesday, September 28, 2021</b> Perry Center (Alachua): 9:00a.m. Davis Center (Archer): 11:00a.m. Blount Center (Gainesville): 1:00p.m.</p> <p align="center"><b>Wednesday, September 29, 2021</b> Kirkpatrick Center (Gainesville): 9:00a.m. Watson Center (Keystone): 11:00a.m. Andrews Center (Starke): 1:00p.m.</p> <p align="center"><b>Thursday, September 30, 2021</b> NW Campus: 9:00a.m.</p>
<p align="center"><b>Changes/Inquiry Deadline</b></p> <p><u>Unless specified otherwise in a College-issued addendum to this solicitation, requested changes to any conditions or specifications must be sent by the date in this section or they will not be considered.</u></p> <p align="center">(See Section 1.5 for more information)</p>	<p align="center">Friday, October 1, 2021, by 4:30pm</p>
<p align="center"><b>Date Addendum #1 to be Posted</b> <a href="https://www.sfcollge.edu/finance/purchasing/bids/index">https://www.sfcollge.edu/finance/purchasing/bids/index</a> (See Section 1.6 for more information)</p>	<p align="center">Wednesday, October 6, 2021, by 4:30pm</p>
<p align="center"><b>Date and Time Proposal is Due</b> (See Section 1.8 for more information)</p>	<p align="center">Wednesday, October 20, 2021, by 3:00pm</p>
<p align="center"><b>Date of Recommended Award Posting</b></p>	<p align="center">Monday, October 25, 2021</p>

Any changes to the above schedule will be posted in an addendum at <https://www.sfcollge.edu/finance/purchasing/bids/index>.

Solicitation Acknowledgement - REQUIRED

**This page must be included with your submission. Failure to do so will result in immediate rejection of your submission.**

<b>Solicitation Number/Title:</b> ITB 08-22: Yearly Contract for Sentricon Termite Treatment Services
<p>The undersigned hereby certifies that the response included herein is made without prior understanding, agreement, or connection with any person or business entity submitting a response for the same goods or services and is in all respects fair and without collusion or fraud.</p> <p><b><u>The undersigned understands and agrees that by submitting a response that the entirety of the response is subject to Florida Statute 119 and will be considered a public record upon solicitation award or recommendation to award subject to the following exemptions.</u></b> Confidential information shall include only information that is made exempt from disclosure by Florida Statute. Should the bidder/proposer believe any information submitted is protected from disclosure under Florida's public records law, the bidder/proposer <u>must provide evidence</u> of a statutory exemption under Florida law that is satisfactory to the College or obtain a protective order. All items of Confidential information must be labeled in writing as such when delivered to the recipient. (Any item marked "Confidential" that is not accompanied by sufficient evidence of statutory exemption or a protective order shall be considered a public record and by signing below the bidder/proposer hereby agrees to this provision.)</p> <p>The undersigned understands and agrees that any vendor-suggested changes and inquiries regarding this solicitation were due by the date shown on the solicitation information sheet (page 2), and that any vendor-required changes to the terms and conditions not already approved in an addendum issued by the College prior to the solicitation due date will likely be rejected and may (in the College's complete discretion) result in the rejection of the entire submission.</p> <p>The undersigned agrees to abide by all conditions of this invitation and certifies that he or she is authorized to sign this submission for the business entity indicated below.</p>
<b>Bidder/Proposer Business Entity Name:</b>
<b>Business Address:</b>
<b>Printed Name of Authorized Signatory:</b>
<b>Title of Authorized Signatory:</b>
<b>Authorized Signatory Signature:</b>

1.0 General Terms and Conditions

To ensure acceptance of your response to this solicitation, please be sure to follow the instructions herein. By signing the "Solicitation Acknowledgement", you agree to the terms and conditions below. **Any and all conditions within this solicitation document which vary from these general conditions shall have precedence. Any attempts by the bidder/proposer to alter these General Terms and Conditions shall be void and unenforceable unless agreed to specifically in a written agreement signed by the parties.** Any proposed changes must be submitted by the "Inquiry Deadline" specified on Page 2.

1.1 Definitions

"Bidder/Proposer" refers to the business entity submitting a bid, proposal, or reply in response to this solicitation.

"Board" refers to Santa Fe College's Board of Trustees

"College" and/or "SF" refers to Santa Fe College.

"Contractor" refers to the bidder/proposer whose response is selected for award.

"Response" refers to a business entity's submission in response to this solicitation.

1.2 SEALED SUBMITTALS/DEADLINE: All responses must be submitted by the date/time required on the "Solicitation Information Sheet" in a sealed envelope or box addressed as follows:

Santa Fe College  
Director of Purchasing and Auxiliary Services  
Robertson Administration Bldg. Room 42  
3000 NW 83rd Street  
Gainesville, Florida 32606.

**The face of the envelope or box shall contain, in the lower left-hand corner, the Solicitation Number, Title, and Date and Time to be opened.**

Offers by fax, e-mail, or telephone will not be accepted. It is the sole responsibility of the bidder/proposer to deliver his or her response to the address contained herein on or before the closing hour and date shown above. Responses received after the specified due date/time shall be rejected and retained unopened for the record. The College is not responsible for late mail or any other circumstance resulting in a late submission. No Purchasing Department staff will incur responsibility for the inadvertent opening of a response not properly sealed, addressed or identified. Submissions are considered valid for 120 days from the due date unless otherwise stated herein.

1.3 EXECUTION OF RESPONSE: The response must contain a manual signature of an authorized representative of the bidder/proposer on the "Solicitation Acknowledgement" form (Page 3). Responses not submitted with the "Solicitation Acknowledgement" form shall be rejected.

1.4 COSTS: The College is not liable for any costs incurred by a bidder/proposer in responding to this solicitation, including those for oral presentations, if applicable.

1.5 INQUIRIES & INTERPRETATIONS: Any questions concerning terms, conditions and/or specifications shall **only** be directed via e-mail to the Purchasing Department Contact (see Page 2) no later than the inquiry deadline (see Page 2). The bidder who requests changes to the

College's specifications must identify and describe the bidder difficulty in meeting the College's specifications, must provide detailed justification for a change, and must recommend changes to the specifications. Failure to comply with this condition will result in bidder/proposer waiving his/her right to dispute the solicitation terms, conditions and/or specifications. Please reference the solicitation number in all inquiries. **Any vendor that contacts others at the College to discuss the solicitation may be disqualified.**

The Purchasing Department Contact may send inquiries to bidders/proposers for clarification of information, if necessary.

- 1.6 ADDENDA: Any addenda to this solicitation will be posted on the SF Purchasing web site (<https://www.sfcollege.edu/finance/purchasing/bids/index>) by 4:30 p.m. on the date indicated on the Solicitation Information Sheet (Page 2) or in the addenda itself if further addenda are necessary. **It is the bidder's/proposer's responsibility to assure that any addenda are received.** Calendar changes (bid due date, award date, etc.) may be posted at any time if necessary. It may be required that an addendum be signed and returned with the bidder's/proposer's response. Proposers who do not sign addenda (if required) may have their entire response rejected.
- 1.7 SITE VISIT(S): Non-Mandatory Pre-bid site visits will be held to assist responders with understanding the specifications and/or viewing the relevant location(s). Vendors must RSVP for specific site visits by 4 p.m. Friday, September 24, 2021. Send email to the Purchasing Agent, Phil Carver [phil.carver@sfcollege.edu](mailto:phil.carver@sfcollege.edu) to RSVP for any desired location(s).
- 1.8 SOLICITATION OPENING/DUE DATE AND TIME: Anyone may be present at a solicitation opening and/or receive a list of names of bidders/proposers. However, the contents of the solicitation responses shall not become public until an award or recommendation for award is made. Any responses received after the due date/time shall be deemed nonresponsive and retained unopened for the record.
- 1.9 NEGOTIATIONS: For an RFP, the College reserves the right to further negotiate terms to create an agreement with a top-ranked, awarded, or recommended awarded proposer. Any negotiations as part of an ITN shall be handled in accordance with the conditions of that ITN, which may vary.
- 1.10 AWARD: In the best interest of the College, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof. The College also reserves the right to reject any and all responses, to cancel a solicitation process at anytime, or waive any minor irregularity or technicality in responses received. Further, the College reserves the right to secure expert advice in selecting the best response to meet the requirements of the College. (Any such expert advice shall in no way be associated with a business entity submitting a response.) In some cases, an award may be based on the top-ranked bidder/proposer and the College being able to agree on final contract terms. If for any reason the top-ranked bidder/proposer and College cannot agree on final contract terms, the College may elect to re-open the solicitation, cancel the solicitation, or award to the second highest-ranked bidder/proposer, and so on.
- 1.11 POSTING AND TABULATION: The posting of the award or recommended award will be made on or about the date of award notification as indicated on the Solicitation Information sheet (Page 2). Award notices will be posted on the SF College Purchasing Office bulletin board (outside room F-042, 3000 NW 83<sup>rd</sup> Street, Gainesville, Florida, 32606) and on the College's purchasing solicitation website, <https://www.sfcollege.edu/finance/purchasing/bids/index>. After award, solicitation files may be examined during normal working hours by appointment. In accordance with Florida Statute 119.071(1), the contents of all solicitations become public records and are available to public inspection when an award or recommendation to award is posted or 30 days after responses are open – whichever is earlier. However, if the College rejects all responses,

and concurrently provides notice of its intent to reissue the solicitation, the responses shall remain exempt from disclosure until notice of an award or intended award concerning the reissued solicitation is made or 12 months has passed, whichever is sooner.

- 1.12 **PROTEST:** The recommended award will be posted for review by interested parties both online (at <https://www.sfcollge.edu/finance/purchasing/bids/index>) and in the Alan J. Robertson Administration Building, outside Room F-46 and will remain posted for a period of at least seventy-two (72) hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. In accordance with FS 287.042(2)(c), any person who files an action protesting a decision or intended decision pertaining to contracts administered or purchases by the College pursuant to Section 120.57(3) shall post, at the time of filing the formal written protest, a bond payable to the College in an amount equal to one percent (1%) of the estimated total volume of the award. The bond shall be conditioned upon the payment of all costs which may be adjudged against him/her in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the College may accept a cashier's check or money order in the amount of the bond. If, after completion of the administrative hearing process and any appellate court proceedings, the College prevails, it shall recover all costs and charges that shall be included in the final order judgment, excluding attorney's fees. Upon payment of such costs and charges by the person protesting the award, the bond, cashier's check or money order shall be returned to him/her. If the person protesting the award prevails, he or she shall recover from the agency all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.
- 1.13 **INSURANCE:** Insurance Requirements will be provided in the specifications when necessary. If insurance is required, the Contractor must provide proof of this insurance prior to any delivery or work being performed and provide evidence that such insurance is in place at all times throughout the agreement. Failure to have required insurance coverage at any time during the agreement shall be grounds for default. The College may, at its option, immediately suspend the agreement until the required insurance coverage has been restored, or immediately terminate the agreement for default. Any amount due from the College under the agreement on an ongoing basis shall be reduced at a pro-rated rate for any suspended time due to inadequate insurance coverage.
- 1.14 **PRICES, TERMS, AND PAYMENT:** Contractor prices shall include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder/proposer is requested to offer cash discount for prompt invoice payment (where applicable). Unless otherwise stated in this solicitation, payment terms shall be Net 30 days.
- 1.15 **TAXES:** Santa Fe College does not pay Federal Excise or State Sales Tax. Do not include these items on invoices. The applicable tax exemption number is shown on the College's Purchase Order. A copy of the College's tax exempt certificate is available upon request.
- 1.16 **MISTAKES:** Failure to examine the specifications, delivery schedule, prices, extensions, and all instructions pertaining to any goods and services solicited herein will be at bidder/proposer's risk. In case of mistake in extension, the unit price will govern.
- 1.17 **DELIVERY:** Delivery time may become a basis for making an award. Unless otherwise specified, delivery shall be made within 30 days from the date of receiving a College purchase order. Unless otherwise agreed, deliveries to the College shall be within 8:30 a.m. - 3:30 p.m., Monday through Friday.
- 1.18 **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidders/proposers must disclose with their solicitation the name of any

officers, director, or agent who is also an employee of Santa Fe College. All bidders/proposers must disclose any College employee who owns, directly or indirectly, any interest in the bidder's/proposer's business or any of its branches. The bidder/proposer shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the College for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the bidder/proposer. No officer, agent, or employee of the College shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the College. The bidder/proposer shall have no interest and shall not acquire any interest that shall conflict in any manner with the performance of the products or services required under this solicitation.

- 1.19 **NON-CONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services or by other appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at bidder's/proposer's expense. Non-conforming items and items not delivered as per delivery date required by the solicitation and/or purchase order may result in bidder/proposer being found in default, in which event any and all re-procurement costs may be charged against the defaulting Contractor. Any such violation of the award/agreement may also result in the bidder/proposer being prohibited from participating in future business with the College in accordance with the College's vendor policy.
- 1.20 **DISPUTES:** In case of any doubt or difference of opinions as to the services to be furnished hereunder, the decision of the College's Purchasing Director shall be final and binding on both parties. However, should an administrative hearing occur, the party requesting the hearing shall be held accountable for any and all costs relating thereto.
- 1.21 **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of material, quality, workmanship, or performance of the items offered in this solicitation prior to their delivery, it shall be the responsibility of the successful bidder/proposer to notify the College at once, indicating in the notice the specific regulation which required an alteration. Santa Fe College reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the award/agreement at no expense to the College.
- 1.22 **LEGAL REQUIREMENTS:** Federal, State, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder/proposer will in no way be a cause for relief from responsibility.
- 1.23 **PATENTS AND ROYALTIES:** The bidder/proposer, without exception, shall indemnify and save harmless Santa Fe College and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Santa Fe College. If the bidder/proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the response prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- 1.24 **ADVERTISING:** Bidder/proposer agrees not to use the results of this solicitation as a part of any commercial advertising without prior approval from the SF Director of Purchasing.
- 1.25 **ASSIGNMENT:** Any Purchase Order issued pursuant to this solicitation and the monies which may become due hereunder may be assigned with written notification to the SF Director of

Purchasing and Auxiliary Services. However, any such assignment shall permit the College to terminate any ongoing agreement with 30 days notice if desired by the College.

- 1.26 **LIABILITY (HOLD HARMLESS AGREEMENT):** The awarded business entity (Contractor) agrees, by accepting the award of this solicitation, to the following:

On behalf of Contractor and any heirs, executors, administrators and assigns, Contractor hereby waives, releases, covenants not to sue, forever discharges, and AGREES TO INDEMNIFY, DEFEND AND SAVE AND HOLD HARMLESS the District Board of Trustees of Santa Fe College and the State of Florida and their respective trustees, employees, agents, successors, and assigns (collectively, "Releasees") from all claims, liabilities, actions and causes of action, damages, costs and/or expenses of any nature, including but not limited to attorneys' fees and costs (collectively "Claims"), arising out of or in any way connected with the appropriate use of the products or performance of the services set forth herein.

- 1.27 **ANTI-DISCRIMINATION CLAUSE:** Santa Fe College is committed to an environment that embraces diversity, respects the rights of all individuals, is open and accessible, and is free of harassment and discrimination based on, but not limited to, ethnicity, race, creed, color, religion, age, disability, sex, marital status, national origin, genetic information, political opinions or affiliations, and veteran status. To the extent applicable, the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

- 1.28 **AMERICANS WITH DISABILITIES ACT:** The successful bidder/proposer shall comply with the Americans with Disabilities Act. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, any agreement resulting from this solicitation may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts.

- 1.29 **STATE LICENSING REQUIREMENT:** All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the College shall be on file and in good standing with the State of Florida's Department of State.

- 1.30 **PUBLIC ENTITY CRIME INFORMATION:** As per Florida Statutes, Section 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

- 1.31 **DISCRIMINATORY VENDORS LIST:** An entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a response to provide goods or services to a public entity, may not be awarded a contract or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity and may not transact business with any public entity.



1.32 UNAUTHORIZED EMPLOYMENT OF ALIEN WORKERS: The College does not intend to award publicly funded contracts to those entities or affiliates who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions as determined pursuant to Section 274A of the Immigration and Nationality Act.

1.33 RECORDS: All responses become the property of the College and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes.

1.33.1 PUBLIC RECORDS LAW: The bidder/proposer agrees to allow the College and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, made or received by the bidder/proposer in conjunction with any submission or agreement resulting from this solicitation. Refusal to comply with this provision shall constitute sufficient cause for termination of any agreement resulting from this solicitation. All written records received by College in connection with the transaction of official business, including information contained in any responses to this solicitation may be deemed public records and are subject to the provisions of Ch. 119, Florida Statutes. In addition, if federal funds are used in this procurement, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

1.33.2 AUDIT RECORDS: The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the College under any agreement resulting from this solicitation, and agrees to provide a financial and compliance audit to the College or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor. The Contractor agrees to include all record-keeping requirements on all subcontracts and assignments related to any agreement resulting from this solicitation.

1.33.3 RETENTION OF RECORDS: The Contractor agrees to retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to any agreement resulting from this solicitation for a period of five (5) years. The Contractor shall maintain complete and accurate record keeping and documentation as required by the College and the terms of any agreement resulting from this solicitation. Copies of all records and documents shall be made available to the College upon request. All invoices and documentation must be clear and legible for audit purposes. For the duration of any agreement resulting from this solicitation, all documents must be retained by the Contractor within the State of Florida, at an address to be provided in writing to the Purchasing Director within thirty (30) days of the agreement execution. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the College's Inspector General and/or legal counsel for review. The Contractor shall cooperate with the College to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the College of the location of all records pertaining to the Contract resulting from this solicitation and shall notify the College by e-mail (with proof of receipt by the Director of Purchasing) or certified mail within ten (10) days if/when the records are moved to a new location.

1.34 SEVERABILITY: The invalidity or unenforceability of any particular provision of any agreement resulting from this solicitation shall not affect the other provisions hereof and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of the agreement can still be determined and effectuated.

- 1.35 GOVERNING LAW AND VENUE: Any agreement resulting from this solicitation is executed and entered into in the State of Florida and shall be construed, performed, and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Alachua County, Florida.
- 1.36 TERMINATION FOR CONVENIENCE: Unless otherwise stated herein or agreed to, any agreement resulting from this solicitation may be terminated by either party upon no less than ninety (90) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by e-mail (with verified receipt by the recipient) or certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.
- 1.37 TERMINATION FOR CAUSE: Failure by either party to adhere to the terms and conditions herein will place the defaulting party in default status. The defaulting party shall have 30 days to correct such default to the satisfaction of the other party. Should the corrections be insufficient, the non-defaulting party may terminate the agreement for cause. Regardless of which party terminates, any obligations due to either party for work performed up to the point of default shall be paid within 30 days of termination of the Agreement.
- 1.38 AVAILABILITY OF FUNDS: The obligations of the College under the award(s) from this solicitation are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.
- 1.39 FORCE MAJURE: Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Agreement resulting from this solicitation due directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, terrorism, strikes, or labor disputes.
- 1.40 VERBAL INSTRUCTIONS: No negotiations, decisions, or actions shall be initiated or executed by the bidder/proposer as a result of any discussions with any College employee. Only those communications that are in writing from the College's Purchasing staff identified in this solicitation shall be considered a duly authorized expression on behalf of the College. Only communications from the bidder's/proposer's representative that are in writing will be recognized by the College as duly authorized expressions on behalf of the bidder/proposer.
- 1.41 PREFERENCE TO FLORIDA BUSINESS: In accordance with Florida Statute 287.084, if this solicitation is for personal property, then a preference of at least five percent (see below) must be provided to businesses that have a principal place of business in the State of Florida. Vendors whose principal place of business is outside the State of Florida must submit a written opinion of an attorney as required in 287.084(2). The written opinion is only required if this solicitation is for personal property. The statute is reprinted here for your convenience:  
287.084 Preference to Florida businesses. —

(1)(a) When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose

principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent.

(b) Paragraph (a) does not apply to transportation projects for which federal aid funds are available.

(c) As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.

(2) A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

(3)(a) A vendor whose principal place of business is in this state may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.

(b) This subsection applies to any renewal of any state contract executed on or after July 1, 2012.

History.—s. 1, ch. 77-460; s. 117, ch. 79-400; s. 215, ch. 95-148; s. 3, ch. 95-420; ss. 16, 53, ch. 99-228; s. 6, ch. 2000-340; s. 23, ch. 2002-207; s. 14, ch. 2012-32.

<sup>1</sup>Note.—Section 25, ch. 2012-32, provides that:

“(1) The executive director of the Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules under ss. 120.536(1) and 120.54(4), Florida Statutes, for the purpose of implementing this act.

“(2) Notwithstanding any provision of law, such emergency rules shall remain in effect for 6 months after the date adopted and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.”

- 1.42 COLLEGE RULES: Contractor understands and agrees to follow all current College rules that may apply to any service they perform, including, but not limited to, College Rule 2.8 (Policy Prohibiting Discrimination and Harassment), Rule 2.12 (Prohibition Against Fraudulent or Other Dishonest Acts), and Rule 3.38 (Prohibition of Firearms and Weapons on College Premises). These rules, which may be changed from time to time, can be viewed at <http://www.sfcollege.edu/rules/>. Contractor further understands that Board Rule 2.8 prohibits sexual harassment, including sexual violence, as a violation of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681). Contractor understands that Contractor personnel must report any suspected sexual harassment or violence to the appropriate authorities including the SF College Police Department and the College's Equal Access/Equal Opportunity Coordinator. Contractor understands that current Florida law provides that any person who knows, or has reasonable cause to suspect, that a child is abused, neglected, or abandoned by a parent, legal custodian, caregiver, or other person responsible for the child's welfare shall immediately report such knowledge or suspicion to the Florida Abuse Hotline of the Department of Children and Families at 1-800-962-2873. More information about reporting abuse may be found online at <https://www.myflfamilies.com/service-programs/samh/>. Additionally, Contractor understands that

Florida law requires reporting suspected abuse of a child even when the alleged abuser is not the parent or caregiver of the child.

- 1.43 **E-VERIFY:** To the extent that Contractor meets the definition of “contractor” in Fla. Stat. § 448.095(1)(b), Contractor shall comply with Fla. Stat. § 448.095 and this section. Contractor and its subcontractors, if any, will register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor will provide appropriate evidence of enrollment to College upon request. Contractor will require each subcontractor, if any, to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor will maintain a copy of such affidavits for the duration of its contract with College. If the College, the Contractor, or a subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Fla. Stat. § 448.09(1), it shall terminate the contract with that person or entity. This termination is not a breach of contract and may not be considered as such. Contractor will be liable for any additional cost or expense incurred by College as a result of such termination of a contract. If College has a good faith belief that a subcontractor knowingly violated this section, but the Contractor otherwise complied with the relevant law, College will promptly notify the Contractor and direct the Contractor to immediately terminate the contract with the subcontractor. This termination is not a breach of contract and may not be considered as such. Contractor will be liable for any additional costs or expenses incurred by College as a result of such termination of a contract.

## **2.0 Submittals**

You must submit the following for your bid to be considered:

1. A signed Submission Acknowledgement Form (Page 3).
2. Copy of Sentricon certification
3. Section 4.0 (Price Sheet)
4. Section 5.0 (Bidder Contact Information Sheet)
5. Signed addendum (if required by an addendum)
6. Appendix A: Drug-Free Workplace Statement signed

## **3.0 Specifications**

- 3.1 Term of Contract:** It is anticipated that the initial term of the contract resulting from this solicitation shall be for an 8-month period, effective November 1, 2021, through June 30, 2022. At its sole discretion, the College may renew the contract for 2 one-year periods beginning July 1, 2022-June 30, 2023, and July 1, 2023 – June 30, 2024. Renewals shall be contingent, at a minimum, on satisfactory performance of the contract by the Contractor as determined by the College, and subject to the availability of funds. If the College desires to renew the contract, a written notice to the Contractor will be provided no later than thirty (30) days prior to the contract expiration date. Each renewal year term shall be considered separate and shall require the exercise of the renewal option for each year the College chooses to renew the Contract.
- 3.2 Scope of work:** The College largely utilizes the Sentricon Termite Treatment system for treating subterranean wood-destroying organisms at various College properties. NOT all of the properties/building listed below are currently on the Sentricon System. The College reserves the right to ADD a building or remove a building, or location, and/or NOT Award a location or building if the price is not cost effective for the college to switch from the current termite treatment services to the Sentricon System. In the even a building/location is added after the beginning of

this contract, the awarded vendor will be contacted for pricing in accordance with existing locations/buildings.

**NW Campus:** 3000 NW 83rd St, Gainesville FL 32606

A Building: 43,400 sq ft.  
E Building: 26,190 sq ft. (includes Auditorium)  
F Building: 26,668 sq ft.  
J Building: 11,634 sq ft.  
M Building: 23,540 sq ft.  
Q Building: 10,042 sq ft. (Little School - all buildings)  
R Building: 37,162 sq ft.  
S Building: 57,420 sq ft.  
T Building: 3,797 sq ft.  
V Building: 48,000 sq ft. (Gym)  
Z Building: 2,336 sq ft. (Zoo)

**Andrews Center:** 209 W 194th St, Starke, FL 32091

Main Building: Gross square footage: 13,589  
Stump Building: Gross square footage: 3,956  
Cultural Arts Building: Gross square footage: 8,634

**Davis Center:** 17500 SW Archer Rd, Archer, FL 32618

Gross square footage: 10,000

**Watson Center:** 4150 State Road 21, Keystone Heights, FL 32656

KA: Gross Square footage: 10,000  
KB: Gross Square footage: 10,000

**Perry Center:** 14180 NW 119 Terr, Alachua, FL 32615

Gross square footage: 29,708

**Kirkpatrick Center:** 3737 NE 39th Ave, Gainesville, FL 32609

Gross Square Footage (all buildings): 52,343

**Blount Campus:** 401 NW 6th St, Gainesville, FL 32601

DA bldg.: Gross square footage: 14,885.  
DC bldg.: Gross square footage: 12,720.  
Blount Hall (approx. 77,175 sq ft) effective January 1, 2022.

**Geological Center:** 28200 NW 46th Ave, Newberry, Gross square footage: 476.

(Contractor will need to coordinate with NW Campus Facilities Department for entry.)

- 3.3 Awarded contract will be responsible to provide a "map" for each location showing where the Sentricon "bait" stations are at.
- 3.4 Contractor shall submit a written identification and notification to the College designating one (1) representative within its organization to whom all correspondence, official notices, and requests related to the Contractor's performance under the contract shall be addressed to.
- 3.5 The Contractor will furnish all labor, tools, equipment, and chemicals required to perform the work. Equipment shall be of a size and type suitable for the various types of work described herein.
- 3.6 Work to be performed without interference to the public, College classes, employees, students, and vehicles. Work must be done on a schedule to be determined by discussion with the Facilities designee, and the Director at each Center. Contractor shall make contact with designated contact persons each month to determine any special needs or problems

- 3.7 Contractor to provide 3 references for similar jobs (Sentricon) in the county (Alachua/Bradford). In its sole discretion, the College may disqualify any bidder that fails to provide references or that receives a poor performance rating from references and/or the reference is not applicable.
- 3.8 Any damages due to operations of Contractor's equipment in performing the contract will be repaired or compensated for by the Contractor.
- 3.9 Contractor must be an authorized contractor for the Sentricon System.
- 3.10 **Contractor Personnel:** The College intends to provide a safe, effective, and efficient service to its students, staff, and faculty. The College requires that all persons who work on College property are committed to seeing that the College's mission and philosophy are given the highest consideration. Therefore, the Contractor shall ensure that personnel hired will reflect the College's intent in this manner. The College retains the right to refuse access to any person(s) it deems necessary in the best interest of the College.

**3.10.1 Background Checks:** The Contractor shall ensure that all persons performing work on College property have a current (within six months prior to being assigned to work at a College location) and complete FDLE criminal background check. The Contractor will not allow any persons to work on College premises if their background indicates that they would pose a threat to other persons or College property. The Contractor shall be held responsible for the actions of its employees. If requested by the College's Human Resources Director (or designee), the Contractor will provide for inspection the background check results on any Contractor employee who performs work at any College facility. Failure to provide proof of a background check being conducted on a particular individual shall be grounds for default and any such individual shall be immediately prohibited from working at any College location.

**3.10.2 Prohibition of Sexual Offenders/Predators:** Contractor will ensure that any employee of the Contractor coming upon the College premises for any reason whatsoever is not a registered sex offender or sexual predator.

**3.10.3 Valid Driver's License:** The Contractor shall ensure that any person that will drive on College property has a Valid Florida Driver's license.

**3.10.4 Work Force Appearance:** Contractor's employees shall be neat and clean in appearance and shall wear matching/easily identifiable smocks/uniforms and an identification badge while on College property. The badge shall have a picture of the employee with his/her name and company name on the face of the badge. This ID badge must be worn in plain sight at all times while the employee is on the premises. The employee uniforms must be acceptable to the College, and Contractor and any College-required uniform change shall be at the expense of the Contractor.

**3.10.5 Removal of Objectionable Contractor Personnel:** Any Contractor employee whose work performance or conduct is objectionable shall be immediately removed from the College premises at the request of the College's Facilities Services Director of Operations. Such removal shall be by the Contractor. Objectionable behavior includes using any College property, not specifically designated for Contractor use.

**3.10.6 Safety Procedures:** Contractor shall ensure its employees follow all College fire, safety, and security procedures.

#### 4.0 Price Sheet

Lot 1: Annual Sentricon Termite Treatment Services price per location.

NW Campus (A Building):

\$ \_\_\_\_\_/month (11/1/21 - 6/30/22)  
Renewal #1: \$ \_\_\_\_\_/month (7/1/22 - 6/30/23)  
Renewal #2: \$ \_\_\_\_\_/month (7/1/23 - 6/30/24)

NW Campus (E Building):

\$ \_\_\_\_\_/month (11/1/21 - 6/30/22)  
Renewal #1: \$ \_\_\_\_\_/month (7/1/22 - 6/30/23)  
Renewal #2: \$ \_\_\_\_\_/month (7/1/23 - 6/30/24)

NW Campus (F Building):

\$ \_\_\_\_\_/month (11/1/21 - 6/30/22)  
Renewal #1: \$ \_\_\_\_\_/month (7/1/22 - 6/30/23)  
Renewal #2: \$ \_\_\_\_\_/month (7/1/23 - 6/30/24)

NW Campus (J Building):

\$ \_\_\_\_\_/month (11/1/21 - 6/30/22)  
Renewal #1: \$ \_\_\_\_\_/month (7/1/22 - 6/30/23)  
Renewal #2: \$ \_\_\_\_\_/month (7/1/23 - 6/30/24)

NW Campus (M Building):

\$ \_\_\_\_\_/month (11/1/21 - 6/30/22)  
Renewal #1: \$ \_\_\_\_\_/month (7/1/22 - 6/30/23)  
Renewal #2: \$ \_\_\_\_\_/month (7/1/23 - 6/30/24)

NW Campus (Q Building - Little School (all buildings):

\$ \_\_\_\_\_/month (11/1/21 - 6/30/22)  
Renewal #1: \$ \_\_\_\_\_/month (7/1/22 - 6/30/23)  
Renewal #2: \$ \_\_\_\_\_/month (7/1/23 - 6/30/24)

NW Campus (R Building):

\$ \_\_\_\_\_/month (11/1/21 - 6/30/22)  
Renewal #1: \$ \_\_\_\_\_/month (7/1/22 - 6/30/23)  
Renewal #2: \$ \_\_\_\_\_/month (7/1/23 - 6/30/24)

NW Campus (S Building):

\$ \_\_\_\_\_/month (11/1/21 - 6/30/22)  
Renewal #1: \$ \_\_\_\_\_/month (7/1/22 - 6/30/23)  
Renewal #2: \$ \_\_\_\_\_/month (7/1/23 - 6/30/24)

NW Campus (T Building):

\$ \_\_\_\_\_/month (11/1/21 - 6/30/22)  
Renewal #1: \$ \_\_\_\_\_/month (7/1/22 - 6/30/23)  
Renewal #2: \$ \_\_\_\_\_/month (7/1/23 - 6/30/24)

NW Campus (V Building - Gym):

\$ \_\_\_\_\_/month (11/1/21 - 6/30/22)  
Renewal #1: \$ \_\_\_\_\_/month (7/1/22 - 6/30/23)  
Renewal #2: \$ \_\_\_\_\_/month (7/1/23 - 6/30/24)

NW Campus (Z Building - Zoo):  
\$ \_\_\_\_\_/month (11/1/21 - 6/30/22)  
Renewal #1: \$ \_\_\_\_\_/month (7/1/22 - 6/30/23)  
Renewal #2: \$ \_\_\_\_\_/month (7/1/23 - 6/30/24)

Blount Campus (Gainesville - 3 buildings):  
\$ \_\_\_\_\_/month (11/1/21 - 6/30/22)  
Renewal #1: \$ \_\_\_\_\_/month (7/1/22 - 6/30/23)  
Renewal #2: \$ \_\_\_\_\_/month (7/1/23 - 6/30/24)

Andrews Center (Starke - 3 buildings):  
\$ \_\_\_\_\_/month (11/1/21 - 6/30/22)  
Renewal #1: \$ \_\_\_\_\_/month (7/1/22 - 6/30/23)  
Renewal #2: \$ \_\_\_\_\_/month (7/1/23 - 6/30/24)

Watson Center (Keystone - 2 buildings):  
\$ \_\_\_\_\_/month (11/1/21 - 6/30/22)  
Renewal #1: \$ \_\_\_\_\_/month (7/1/22 - 6/30/23)  
Renewal #2: \$ \_\_\_\_\_/month (7/1/23 - 6/30/24)

Davis Center (Archer):  
\$ \_\_\_\_\_/month (11/1/21 - 6/30/22)  
Renewal #1: \$ \_\_\_\_\_/month (7/1/22 - 6/30/23)  
Renewal #2: \$ \_\_\_\_\_/month (7/1/23 - 6/30/24)

Perry Center (Alachua):  
\$ \_\_\_\_\_/month (11/1/21 - 6/30/22)  
Renewal #1: \$ \_\_\_\_\_/month (7/1/22 - 6/30/23)  
Renewal #2: \$ \_\_\_\_\_/month (7/1/23 - 6/30/24)

Kirkpatrick Center (Gainesville):  
\$ \_\_\_\_\_/month (11/1/21 - 6/30/22)  
Renewal #1: \$ \_\_\_\_\_/month (7/1/22 - 6/30/23)  
Renewal #2: \$ \_\_\_\_\_/month (7/1/23 - 6/30/24)

Geological Center, 28200 NW 46th Ave, Newberry:  
\$ \_\_\_\_\_/month (11/1/21 - 6/30/22)  
Renewal #1: \$ \_\_\_\_\_/month (7/1/22 - 6/30/23)  
Renewal #2: \$ \_\_\_\_\_/month (7/1/23 - 6/30/24)

Lot 2: Initial fee for building additions and/or cost per square foot for additions:  
\$ \_\_\_\_\_/per addition - \$ \_\_\_\_\_/per sq ft



**5.0 Proposer Contact Information Sheet**

The bidder must provide a contact person to which all College communications should be directed.

(Please type or print clearly!)

Name of Bidder Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**REFERENCES**

List experience record showing 3 references:

**REFERENCE #1**  
COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTRACT LIAISON \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

**REFERENCE #2**  
COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTRACT LIAISON \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

**REFERENCE #3**  
COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTRACT LIAISON \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

Number of years in this type of business? \_\_\_\_\_

List any currently held College, Public School, or other Florida Public Institution contracts:

\_\_\_\_\_

Do you maintain service personnel within the Gainesville/Alachua/Archer/Starke/Keystone Heights area?  
Yes \_\_\_\_\_ No \_\_\_\_\_

Have any contracts or agreements for services held by your firm ever been cancelled or terminated before the end of the term by either party? Yes \_\_\_\_\_ No \_\_\_\_\_ (If yes, attach a separate sheet and state the location and circumstances.)

### Insurance Requirements

TYPE OF INSURANCE	MINIMUM(S)
General Liability	
<b>General Aggregate</b>	<b>\$2,000,000</b>
<b>Each occurrence</b>	<b>\$1,000,000</b>
<b>Personal Injury Liability</b>	<b>\$1,000,000</b>
<b>Builder's risk</b>	<b>\$1,000,000</b>
Automobile Liability	
<b>(Includes owned, non-owned and hired autos) Combined single limit</b>	<b>\$1,000,000</b>
Worker's Compensation	<b>Statutory Limits (of exemption certificate)</b>

In the box titled "Description of Operations" list the "District Board of Trustees for Santa Fe College as additional insured".

In the box titled "Certificate Holder" list "District Board of Trustees for Santa Fe College, 3000 NW 83<sup>rd</sup> Street, Gainesville, Florida 32606".

These policies shall contain a covenant requiring thirty (30) days written notice to Santa Fe College Insurance and Risk Management office before cancellation, reduction or other modification of coverage.

In the event that the Contractor fails to maintain and keep in force the insurance and Worker's Compensation as herein provided, the College shall have the right to cancel and terminate the contract forthwith and without notice. The Contractor shall advise each insuring agency to automatically renew all policies and coverage in force at the start of and resulting from this contract until notified coverage requirements are revised. Insurance certificates indicating the required minimum coverage and signed by Florida Resident Agent shall be furnished by the Contractor prior to contract award and forwarded to the Director of Purchasing, Santa Fe College.

The Contractor shall indemnify, keep and hold harmless and defend the District Board of Trustees of Santa Fe College and its employees and agents against any and all liability, claims and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (College or otherwise) occurring in connection with or in any way incident to or arising out of the or part from the negligent or intentional acts or omissions of Contractor, or employee(s), agent(s) or representative of Contractor.

The Contractor shall bear the full responsibility for all risk, loss, or equipment damage, including that owned or leased by the College and for money or product loss resulting from vandalism or theft, caused by contractor or its' employee(s).

APPENDIX A: DRUG-FREE WORKPLACE PROGRAM STATEMENT

**In accordance with Section 287.087, Florida Statutes, preference must be given to vendors submitting a certificate of a drug-free workplace. This requirement affects all public entities of the State and becomes effective January 1, 1991. The Special condition is as follows:**

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

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

Give each employee, engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in subsection 1.

In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

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

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

**SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**TITLE** \_\_\_\_\_