

Indian River County Purchasing Division 1800 27<sup>th</sup> Street Vero Beach, FL 32960 Phone (772) 226-1416

# **Invitation to Bid**

Project Name:	Annual Bid for Pest Control Services
Bid #:	2022006
Bid Bond Required:	No
Public Construction Bond Required:	No

# Bid Opening Date: September 3, 2021Bid Opening Time: 2:00 P.M.

All bids must be received by the Purchasing Division, 1800 27<sup>th</sup> Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late bids will not be accepted, opened or considered.

> PLEASE SUBMIT: (1) ONE MARKED ORIGINAL AND (1) COPY OF YOUR BID

Refer All Questions to: Email: <u>purchasing@ircgov.com</u>

#### ADVERTISEMENT FOR BID

Notice is hereby given that the Indian River County Board of County Commissioners is calling for and requesting bids for the following:

#### Bid # 2022006 Annual Bid for Pest Control Services

Detailed specifications are available at: <u>www.demandstar.com</u> or by selecting "Current Solicitations" at <u>http://www.ircgov.com/Departments/Budget/Purchasing</u>.

Deadline for receipt of bids has been set for <u>2:00 P.M. on September 3, 2021.</u> Only bids received on or before the time and date listed will be considered. Bids should be addressed to Purchasing Division, 1800 27<sup>th</sup> Street, Room B1-301, Vero Beach, Florida 32960. All bids will be opened publicly and read aloud at 2:00 PM. Bids submitted after 2:00 PM on the day specified above, will not be opened or considered.

The Board of County Commissioners reserves the right to cancel the bid, accept or reject any and all bids in whole or in part and to waive any technicality or irregularity.

PURCHASING MANAGER INDIAN RIVER COUNTY

Publish: For Publication on Demandstar and Vendor Registry Date: Thursday, August 12, 2021

#### **Instructions to Bidders**

#### Definitions

Bidder – Individual or entity submitting a bid to Owner. Contractor – The lowest, responsive, and responsible bidder to whom Owner makes award. Owner – Indian River County

## **General Terms and Conditions**

**Cone of Silence.** Potential bidders and their agents must not communicate in any way with the Board of Commissioners, County Administrator or any County staff other than Purchasing personnel in reference or relation to this solicitation. This restriction is effective from the time of bid advertisement until the Board of County Commissioners meets to authorize award. Such communication may result in disqualification.

*Interpretations:* No oral interpretations will be made to any Bidder as to the meaning of the Specifications. Every request for such an interpretation shall be made in writing, addressed and forwarded to the Purchasing Division (<u>purchasing@ircgov.com</u>) ten (10) or more days before the date fixed for opening of the bids. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to bidder will be in the form of an Addendum to the specifications, which if issued, will be sent promptly as is practical to all persons to whom specifications have been issued. All such Addenda shall become part of the specifications. Further, it shall be the responsibility of each bidder, prior to submitting their bid, to determine if addenda were issued and to make such addenda a part of their bid.

*Licensure:* Bidder must possess licensure as indicated in the Technical Specifications Scope of Work. Indian River County Code section 400.01(1) requires that "No person shall engage in the business of construction, contracting or subcontracting as regulated by Florida Statutes or in a [any] categories listed in **Appendix A to Ordinance No. 94-16** without a valid certificate of competency issued by the Indian River County Building Department unless certified under Florida Statutes." Bidders who do not hold the appropriate licensure at the time of bid opening will be deemed non-responsive.

#### Insurance:

- **Owners and Subcontractors Insurance**: The Contractor shall not commence work until they have obtained all the insurance required under this section, and until such insurance has been approved by the owner, nor shall the contractor allow any subcontractor to commence work until the subcontractor has obtained the insurance required for a contractor herein and such insurance has been approved unless the subcontractor's work is covered by the protections afforded by the Contractor's insurance.
- Worker's Compensation Insurance: The Contractor shall procure and maintain worker's compensation insurance to the extent required by law for all their employees to be engaged in work under this contract. In case any employees are to be engaged in hazardous work under this contract and are not protected under the worker's compensation statute, the Contractor shall provide adequate coverage for the protection of such employees.
- **Public Liability Insurance**: The Contractor shall procure and maintain broad form commercial general liability insurance (including contractual coverage) and commercial automobile liability insurance in

amounts not less than shown below. The owner shall be an additional named insured on this insurance with respect to all claims arising out of the operations or work to be performed.

	Cor	mmercial General
Commercial General (Public) Liability,	Α.	Premises / Operations
other than Automobile	В.	Independent Contractors
	C.	Products / Completed Operations
\$1,000,000.00 Combined single limit	D.	Personal Injury
for Bodily Injury and Property Damage	Ε.	Contractual Liability
	F.	Explosion, Collapse, and Underground Property Damage
Automobile	Α.	Owner Leased Automobiles
	В.	Non-Owned Automobiles
\$1,000,000.00 Combined single limit	C.	Hired Automobiles
Bodily Injury and Damage Liability	D.	Owned Automobiles

• **Proof of Insurance**: The Contractor shall furnish the owner a certificate of insurance in a form acceptable to the owner for the insurance required. Such certificate or an endorsement provided by the contractor must state that the owner will be given thirty (30) days written notice prior to cancellation or material change in coverage. Copies of an endorsement-naming owner as Additional Insured must accompany the Certificate of Insurance.

**Permits, Impact and Inspection Fees.** In accordance with Florida Statutes Section 218.80, the "Public Bid Disclosure Act", County as OWNER is obligated to disclose all license, permit, impact, or inspection fees that are payable to Indian River County in connection with the construction of the Work by the accepted bidder. The anticipated cost of the permit fees due to the Building Division is provided as a fixed line item on the bid form, specifically noted in the scope of work, or attached as an appendix to the invitation to bid. This amount does not include fees for any necessary re-inspection(s), which are the responsibility of the Contractor.

*Variations to Specifications:* For purposes of evaluation, Bidder must indicate any variances from the specifications and / or conditions on the form provided with this Invitation to Bid. Otherwise, it will be assumed that the product or service fully complies with the specifications. Items specifically described, as alternates shall be reviewed as an alternative bid to be considered by the County, in lieu of the primarily specified item(s). However, item(s) varying from the published specifications shall be considered substitutes, and the County reserves the right to consider or not to consider substitute bids. Substitutes shall be subject to disqualification if the County does not approve the substitution.

**Sealed Bids and Envelope Markings:** All bids must be submitted in a sealed opaque envelope. The outside of the envelope must be clearly marked with the Sealed Bid #, Title of the Bid, Date of the Bid opening, and Time of the Bid Opening and name of firm submitting.

**Bid Submission:** All bids must be signed with the legal Firm name and by an Officer or employee having authority to bind the company or firm by his / her signature. Bids must be submitted on forms provided by the County. The bid forms shall not be recreated. **Bids not submitted on the attached form(s) shall be rejected, as will bids submitted on rewritten or recreated bid forms.** Submittal of one marked original bid and one copy, plus one electronic copy as a single pdf is required unless otherwise instructed. Electronic bids emailed to <u>purchasing@ircgov.com</u> should have the subject "Sealed bid 20210xx" so that it will not be inadvertently read or opened prior to the bid opening

date and time. The County will not reimburse any bidder for costs associated with preparation or submittal of this bid.

**Public Record Exemption:** Correspondence, materials, and documents received pursuant to this Invitation for Bid become public records subject to the provisions of Chapter 119, Florida Statutes. Should the Bidder assert any exemptions to the requirements of Chapter 119, Florida Statutes, and related statutes, the burden of establishing such exemption, by the way of injunctive or other relief as provided by law, shall be upon the Bidder.

*Errors:* When an error is made in the bid extension of generating total bid prices or in any other process of completing the bid, the original unit prices submitted will govern. Discrepancies between words and figures will be resolved in favor of the words. Carelessness in quoting prices, or in preparation of the bid otherwise, will not relieve the bidder from performance.

Bid Rejection: Failure to comply with all the enclosed instructions may result in rejection of the bid.

Consideration of Bids: Verbal, emailed or faxed bids will not be considered.

**Opening Location:** It will be the sole responsibility of the Bidder to deliver their bid personally or by mail or other delivery service to "Indian River County Purchasing Division, 1800 27<sup>th</sup> Street, Vero Beach, FL 32960," on or before the closing hour and date shown for receipt of bids. Bids received in person or by mail after the stated time and date will not be accepted or considered.

*Irrevocable Offer:* Bidder warrants by virtue of submitting a signed bid, that the prices quoted will remain firm and be considered an irrevocable offer for a period of sixty (60) days, during which time one or more of the bids received may be accepted by the County. The Board of County Commissioners shall deem the offer accepted upon approval.

*Withdrawal of Bids:* A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time of opening of bids. If, within 48 business hours after Bids are opened, any bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that bidder may withdraw its bid and bid security will be returned. Thereafter, if the work is rebid, that bidder may be disqualified from further bidding on the work.

**Co-Operative Purchasing:** It is the intent of the Invitation of Bid to secure goods or services to be used by Indian River County. However, by virtue of bidding, the bidder accepts the right of other Florida Governmental agencies to purchase from this bid proposal, when appropriate. The successful bidder and the requesting Governmental agency, apart from Indian River County, shall handle any such purchases separately. Further, County assumes no liability for materials or services ordered by any other Governmental agency by virtue of this bid. Bidders that find this condition unsatisfactory should indicate this by showing exception on the Bid Form.

**Public Record Exemption:** Correspondence, materials, and documents received pursuant to this Invitation for Bid become public records subject to the provisions of Chapter 119, Florida Statutes. Should the Bidder assert any exemptions to the requirements of Chapter 119, Florida Statutes, and related statutes, the burden of establishing such exemption, by the way of injunctive or other relief as provided by law, shall be upon the Bidder.

*Local Preference:* County has no local ordinance or preferences, as set forth in Florida Statutes section 255.0991(2) in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this bid.

*Supplemental Information:* The County reserves the right to conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other relevant parties to perform and furnish the work. To demonstrate qualifications to perform the work, each Bidder must be prepared to submit, within 5 days of Owner's request, written evidence, such as financial data, previous experience, present commitments, and other such data as may be necessary to prove to the satisfaction of the Owner that the Bidder is qualified by experience to do the work and is prepared to complete the work within the stated time period. Failure to provide any requested information may result in the determination of the Bidder as non-responsible.

*Awards:* The County reserves the right to cancel the bid, accept or reject any and all bids in whole or in part, and waive any irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsive, responsible Bidder, rebidding of the project is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. The County reserves the right to not make any award(s) under this bid.

**Bid Protest:** Any actual or prospective bidder or proposer who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within seven (7) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the using Department and the Office of the County Attorney.

**Applicable Law and Venue:** The resulting Agreement and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated within. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

*Cancellation:* It is the intention of the County to purchase material and / or services from sources of supply that will provide prompt and convenient shipment and service. Any failure of the supplier to satisfy the requirements of the County shall be reason for termination of the award.

**Termination by the County:** The County reserves the right to terminate a contract by giving thirty (30) days notice, in writing, of the intention to terminate, if at any time the contractor fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for convenience of the County and / or with or without cause.

Non-Collusion: By signing and submitting the Bid Form, the Bidder certifies that,

• This bid has been arrived at by the Bidder independently and has been submitted without collusion, and without any agreement, understanding, or planned common course, or action with, any vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition, and

- The contents of the bid have not been communicated by the Bidder or its employees or agents to any person not an employee or an agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.
- No attempt has been made or will be made by the Bidder to induce any other person(s) or firm(s) to submit or not to submit a bid for the purpose of restricting competition.

**Conflict of Interest**: Any entity submitting a bid or proposal or entering into a contract with the County shall disclose any relationship that may exist between the contracting entity and a County Commissioner or a County Employee. The relationship with a County Commissioner or a County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.* The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a County approved form. Failure to submit the form may be cause for rejection of the bid or proposal.

*Public Entity Crimes:* Pursuant to Florida Statutes Section 287.133(2)(a), all Bidders are hereby notified that 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 (defined as the State of Florida, any of its departments or agencies, or any political subdivision); 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 Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

*Suspension and Debarment:* County will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. By submittal of a bid in response to this solicitation, bidder asserts neither it nor its principals is presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participation in this work by any Federal department or agency. For work funded by federal grant, contractor is required to have an active registration with the System for Award Management (SAM) (https://www.sam.gov) prior to execution of the agreement.

*Scrutinized Companies Lists:* The bidder certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined by

Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

*Non-Discrimination:* County will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

**E-Verify:** Bidder must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system (<u>www.e-verify.gov</u>) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Contractor is responsible for obtaining proof of E-Verify registration for all subcontractors. This requirement applies to any provider of services or goods.

**Assignment/Delegation:** No right, obligation or interest in an awarded Agreement may be assigned or delegated by the Bidder without prior written consent of the County, without prejudice to County's other rights and remedies.

**Energy Policy and Conservation Act** – The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**Compliance with Laws and Regulations:** Bidder agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by the resulting Agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

*Affirmative Steps:* CONTRACTOR must take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.

2. Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**DHS Seal:** If this project is federally-funded, the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials shall not be used by the Bidder without specific FEMA pre-approval.

*Indemnification:* CONTRACTOR shall defend, indemnify and hold harmless the County and its commissioners, officers, employees and agents, from any and all losses, damages, expenses (including reasonable attorneys fees) and other liabilities of any type whatsoever, arising out of or relating to any negligence, intentional tort, breach of contract, or breach of applicable law by the contractor, or its employees, agents, subcontractors, or other persons or entities performing work under the contract.

**Records/Audit:** The Bidder shall maintain books, records and documents pertinent to performance under this Invitation and any resulting Agreement in accordance with generally accepted accounting principles consistently applied. The County and the Florida Office of the Inspector General shall have inspection and audit rights to such records for audit purposes during the term of the contract and for three years following the termination of obligations hereunder. Records which relate to any litigation, appeals or settlements of claims arising from performance under this work or purchase shall be made available until a final disposition has been made of such litigation, appeals, or claims.

**Public Access:** The Bidder shall allow public access to all documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.

**Delivery Requirements:** Delivery of goods is "FOB Destination" unless delivery terms are specified otherwise in the specifications. If County agrees in writing to reimburse Seller for transportation costs, County shall have the right to designate the method of shipment. In either case, the title and all risk of loss of the goods shall remain with the Seller until the goods are received and accepted by the County. Rejected materials will be returned to Seller at the Seller's risk and expense.

**Descriptive Information:** Descriptive literature including Specifications must accompany your bid. Manufacturer's name and model numbers are used herein solely for the purpose of establishing a standard of design, quality, and use of the merchandise required. Products of other manufacturers will be acceptable if they meet or exceed established standards with the exception of those items specified "NO SUBSTITUTION".

*Manufacturer's Certification:* County reserves the right to request from the Bidder a separate manufacturer's certification of all statements made in the bid.

**Domestic Preference for Procurement:** In accordance with 2 CFR 200.322, County will extend a preference for the purchase, acquisition or use of goods, products or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement and other manufactured products), to the maximum extent practicable.

*Price and Discount Requirements:* Quote net prices after deducting trade discounts. All discounts must be incorporated in the prices contained in the bid, and not shown separately. Invoices submitted must agree with the prices formally bid.

*Taxes:* County is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful bidder and will be filled out by the County.

**Delivery and Completion Dates:** Indicate delivery and completion dates. This may be a determining factor in the award of the bid. The County may, at its option, grant additional time for any delay or failure to perform hereunder if the delay will not adversely affect the best interests of the County and is due to causes beyond the control of the Bidder. Such grant must be in writing and made part of the resulting Agreement.

*Direct Purchase:* County reserves the option to purchase certain tangible materials necessary for the performance of the Contract, and thereby save the amount of the sales tax thereon by virtue of the Owner's status as a Tax Exempt Institution. For the purpose of these procedures, the Contractor will assign to the County any rights the Contractor may have under quotes, contracts or commitments received from the particular vendor or supplier for the materials described in the requisition. The invoiced amount of County Purchased Materials and applicable sales tax, had the purchases not been tax exempt, once finalized through the Owner's Purchase Order and after confirmation of completed delivery and acceptance, will be deducted from the Contractor's Contract price via Change Order.

**Acceptance:** Receipt of an item shall not be an indication that the items are acceptable. Final acceptance and authorization of payment shall be given after a thorough inspection indicates that the item is delivered in accordance with the Bid Specifications. Suppliers are advised that in the event the delivered item does not meet specifications, payment will be withheld until such time the supplier takes necessary corrective action.

**Default Provision:** In case of default by the Bidder, County may procure the articles or services from other sources and hold the Bidder responsible for excess costs incurred thereby, and may take such action, as it deems appropriate, including legal action for Damages or Specific Performance.

Note: Any and all special conditions attached hereto, which may vary from these General Conditions, shall have precedence.

End of General Terms and Conditions

## **Technical Specifications**

#### **Overview**

This annual bid is solicited to establish firm fixed prices for the period October 1, 2021 through September 30, 2022 for monthly pest control services. Service for all County buildings is to be provided during normal working hours.

This Bid may be renewed for two (2) additional one-year periods, subject to a zero base increase, vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County. Notification of interest to renew will be mailed 60 calendar days prior to the expiration date of this award.

### Scope

Successful bidder shall provide complete integrated pest management services consistent with industry standards for commercial buildings, for the buildings listed on the Invitation to Bid form.

Unless otherwise agreed upon, exterior perimeter service will be performed at each location using an integrated pest management approach. This may include a combination or granular baits, liquid baits and/or gel baits.

Insect monitors are to be placed in key harborage areas inside County Buildings and are to be monitored monthly.

In the event of pest activity inside a building, Situational Pest Management methods of control are to be employed first so as not to disrupt the day-to-day operations of the employees and public. Only in extreme cases should pesticides be applied inside and only with the approval of the Facilities Management Division Office.

Re-treatments if determined necessary by the County shall be provided at no cost. Vendors shall list the pests/rodents and insects controlled by their service and the list of pests/rodents and insects not controlled under the monthly service in the spaces provided on the Invitation of Bid form. Bidder will provide written warnings to toxicity or precautions to building occupants.

Additions or Deletions: The County reserves the right to add or delete buildings to the building list. With proper notice to the Vendor, compensation shall be reduced by monthly bid amount when a deletion occurs. Increase for compensation for added space shall be negotiated at the time service is added. No increase will be allowed for buildings included in this list during the term of this bid unless a substantial change or increase of size occurs and then only to the extent the change affects that building service area.

Applicators: All services shall be performed by a State of Florida Certified applicator.

**Approved Product List:** The following products are representative of integrated pest management baits and controls. The products listed should not be interpreted as an endorsement or limitation of the products and use of other similarly manufactured products normally used in integrated pest management, is allowed.

- Advance Carpenter Ant Granules
- Advance Granules
- B&G Insect Monitors
- Bell Protecta Bait Stations
- CynOff EC
- Demon

- Eaton Locking Tamper Proof Bait Stations
- Eaton Rodents Blocks
- Intice Granules
- MaxForce Ant Gel
- MaxForce Roach Gel
- MaxForce Granules
- NiBan Granules
- Phantom
- Precor
- Precor 2000
- Pre-Empt Roach Gel
- Siege Roach Gel
- Termidor
- Terro Ant gel
- Uncle Albert's Ant Gel
- Victor Insect monitors
- Wasp Freeze

#### **PROJECT REQUIREMENTS**

Bidder must possess the following licenses and registrations at the time of bid: State of Florida: Certified Pest Control Operator

End of Technical Specifications

#### **Bid Form**

#### **Annual Bid for Pest Control Services**

Bid #:	2022006	
Bid Opening Date and Time:	September 3, 2021	2:00 P.M.
Bid Opening Location:	Purchasing Division 1800 27 <sup>th</sup> Street Vero Beach, FL 32960	
The following addenda are hereby acknowledged:		
Addendum Number	Date	

\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

In accordance with all terms, conditions, specifications, and requirements, the Bidder offers the following:

Loc	ation	Hours	Service Required	Cost Per Month	Number of Months	Extended Annual Price
1	County Administration Building "A" 1801 27 <sup>h</sup> Street Vero Beach, FL	M-F 8:30- 5:00	Entire Building	\$	12	\$
2	<b>County Administration</b> <b>Building "B"</b> 1800 27 <sup>th</sup> Street Vero Beach, FL	M-F 8:30- 5:00	Entire Building	\$	12	\$
3	Veteran's Service Office 2525 St. Lucie Ave. Vero Beach, FL	M-F 8:30- 5:00	Offices and Restroom	\$	12	\$
4	<b>Main Library</b> 1600 21 <sup>st</sup> Street Vero Beach, FL	M-F 10:00- 5:00	Entire Building	\$	12	\$
5	North County Library 1001 Fellsmere Road Sebastian, FL	M-F 10:00- 5:00	Entire Building	\$	12	\$
6	<b>Sebastian Corners</b> 1921 U.S. Hwy 1 Sebastian, FL	M-F 8:30- 5:00	Entire Building	\$	12	\$

Loc	ation	Hours	Service Required	Cost Per Month	Number of Months	Extended Annual Price
7	Indian River County Courthouse 2000 16 <sup>th</sup> Avenue Vero Beach, FL	M-F 8:00- 5:00	Integrated Pest Management	\$	12	\$
8	Indian River County Courthouse Garage 2065 16 <sup>th</sup> Avenue Vero Beach, FL	M-F 8:00 - 5:00	Entire Building Perimeter	\$	12	\$
9	<b>Public Health Building</b> 1900 27 <sup>th</sup> Street Vero Beach, FL	M-F 8:00- 5:00	Entire Building	\$	12	\$
10	Indian River County Jail 4055 41st Street Vero Beach, FL	M-F 8:00- 5:00	Entire Building (including but not limited to: Kitchen, Office, Plumbing Chases, Cell Areas, Dayroom, and Restrooms)	\$	12	\$
11	Indian River County Jail Kitchen 4055 41 <sup>st</sup> Street Vero Beach, FL	M-F 7:00P- 10:00P	Kitchen (additional cost for service after closing)	\$	12	\$
12	Sheriff's Department & 3 on-site trailers 4055 41 <sup>st</sup> Street Vero Beach, FL	M-F 8:00- 5:00	Entire Building (including but not limited to: Restrooms, Offices, Trailers, Shop (Garage), Lounge, and Weight / Shower Room)	\$	12	\$
13	Sheriff's Department Crime Scene 3885 41 <sup>st</sup> Street Vero Beach, FL	M-F 8:00- 5:00	Offices & Restrooms	\$	12	\$
14	Sheriff's Department Hangar 2520 N. Airport Dr. Vero Beach Municipal Airport, Vero Beach, FL	M-F 8:00- 5:00	Entire Office	\$	12	\$
15	Sheriff's Office Vero Fashion Outlets 1872 94 <sup>th</sup> Drive, C-140 Vero Beach, FL	M-F 8:30- 5:00	Entire Office	\$	12	\$

Loc	ation	Hours Service Required		Cost Per Month	Number of Months	Extended Annual Price
16	<b>Sheriff's Office</b> Indian River Mall 6200 20 <sup>th</sup> Street, Room 471 Vero Beach, FL	M-F 8:30- 5:00	Entire Office	\$	12	\$
17	<b>Sheriff's Mace Office</b> 1860 82 <sup>nd</sup> Ave Vero Beach, FL	M-F 8:30- 5:00	Entire Office	\$	12	\$
18	<b>Sheriff's Warehouse</b> 4055 41 <sup>st</sup> Street Vero Beach, FL	M-F 8:30- 5:00	Entire Building	\$	12	\$
19	<b>Road and Bridge Dept.</b> 4550 41 <sup>st</sup> Street Vero Beach, FL	M-F 7:00- 3:00	Entire Office Space and Restrooms (Inside)	\$	12	\$
20	Indian River County Landfill 1325 74 <sup>th</sup> Avenue SW Vero Beach, FL	M-F 7:00- 5:00	Offices and Restrooms	\$	12	\$
21	Fleet Management Facility 5235 41st Street, Suite A Vero Beach, FL	M-F 7:00- 3:00	Exterior portion of offices, interior offices, bathrooms, break room and parts room	\$	12	\$
22	<b>Traffic Operations</b> 4548 41 <sup>st</sup> Street Vero Beach, FL	M-F 7:00- 3:00	Entire Building	\$	12	\$
23	Utilities Operation Buildings 4350 41st Street Vero Beach, FL	M-F 7:00- 3:30	Office area, bathrooms, employee meeting rooms and warehouse office area only	\$	12	\$
24	West Regional WWTF 8405 8 <sup>th</sup> Street Vero Beach, FL	M-F 7:00- 3:30	Entire North Office Building	\$	12	\$
25	<b>South Regional WWTF</b> 2500 6 <sup>th</sup> Avenue SW Vero Beach, FL	M-F 7:00- 3:30	Entire West Office Building	\$	12	\$
26	<b>Central Regional</b> <b>WWTF / Sludge Facility</b> 3550 49 <sup>th</sup> Street Vero Beach, FL	M-F 7:00- 3:30	Entire East Office Building	\$	12	\$

Location		Hours Service Required		Cost Per Month	Number of Months	Extended Annual Price
27	<b>South County RO Plant</b> 1550 9 <sup>th</sup> Street SW Vero Beach, FL	M-F 7:00- 3:30	Control Room, Offices, Bathrooms, MCC Room, Lab	\$	12	\$
28	<b>North County RO Plant</b> 7751 58 <sup>th</sup> Ave Vero Beach, FL	M-F 7:00- 3:30	Control Room, Offices, Bathrooms, MCC Room, Lab	\$	12	\$
29	Public Shooting Range 10455 102 <sup>nd</sup> Terrace Sebastian, FL	TH-M 9:00- 5:00	Entire Office Building	\$	12	\$
30	<b>Gifford Aquatics</b> 4895 43 <sup>rd</sup> Ave. Vero Beach, FL	TU-F 12:00- 5:00	Main Office, Classroom & Concession Area	\$	12	\$
31	North County Aquatics 9450 95 <sup>th</sup> Street Sebastian, FL	M-F 6:00- 6:00	Main Office, Managers Office & Classroom	\$	12	\$
32	Elections Office 4375 43 <sup>rd</sup> Ave. Vero Beach, FL	M-F 8:30-5	Entire Building	\$	12	\$
33	Facilities Management and Animal Control 4305A 43 <sup>rd</sup> Ave Vero Beach, FL	M-F 7:30-4	Entire Building	\$	12	\$
34	<b>Parks Division</b> 5350 77th St. Wabasso, FL	M-F 7:00- 3:00	Office Building	\$	12	\$
35	<b>Fairgrounds Building</b> 7955 58th Ave Wabasso, FL	M-F 7:00- 3:00	Expo Building	\$	12	\$
36	Wabasso Causeway Park CR 510 Wabasso, FL	M-F 7:30- 5:00	Restrooms and Chase Area	\$	12	\$
37	<b>Wabasso Beach Park</b> A1A at CR 510 Oceanside Wabasso, FL	M-F 7:30- 5:00	Restrooms and Lifeguard Tower	\$	12	\$
38	<b>Treasure Shores Park</b> 11300 North A1A Vero Beach, FL	M-F 7:30- 5:00	Restrooms and Chase Area	\$	12	\$
39	<b>Tracking Station Park</b> 800 46th PL (North A1A) Vero Beach, FL	M-F 7:30- 5:00	Restrooms and Chase Area	\$	12	\$

Loca	ation	Hours	Service Required	Cost Per Month	Number of Months	Extended Annual Price
40	Round Island Oceanside Park 2200 South A1A Vero Beach, FL	M-F 7:30- 5:00	Restrooms and Chase Area	\$	12	\$
41	Round Island Riverside Park 2205 South A1A Vero Beach, FL	M-F 7:30- 5:00	Restrooms and Chase Area	\$	12	\$
42	Emergency Operations Center 4225 43 <sup>rd</sup> Ave Vero Beach, FL	M-F 8:00- 5:00	Entire Building	\$	12	\$
43	<b>Fire Station 1</b> 1500 Old Dixie Hwy Vero Beach	M-F 8:00- 5:00	Entire Building	\$	12	\$
44	<b>Fire Station 2</b> 3301 Bridge Plaza Drive Vero Beach, FL	M-F 8:00- 5:00	Entire Building	\$	12	\$
45	Fire Station 3 2900 Airport West Drive Vero Beach, FL	M-F 8:00- 5:00	Entire Building	\$	12	\$
46	<b>Fire Station 4</b> 1500 9th Street SW Vero Beach, FL	M-F 8:00- 5:00	Entire Building	\$	12	\$
47	<b>Fire Station 5</b> 6580 Old Dixie Hwy Vero Beach, FL	M-F 8:00- 5:00	Entire Building	\$	12	\$
48	<b>Fire Station 6</b> 101 Hwy A1A Vero Beach, FL	M-F 8:00- 5:00	Entire Building	\$	12	\$
49	<b>Fire Station 7</b> 1891 90th Ave Vero Beach, FL	M-F 8:00- 5:00	Entire Building	\$	12	\$
50	<b>Fire Station 8</b> 1115 Barber Street Sebastian, FL	M-F 8:00- 5:00	Entire Building	\$	12	\$
51	<b>Fire Station 9</b> 13550 Roseland Road Sebastian, FL	M-F 8:00- 5:00	Entire Building	\$	12	\$
52	Fire Station 10 62 North Broadway Fellsmere, FL	M-F 8:00- 5:00	Entire Building	\$	12	\$

Loc	ation	Hours	Service Required	Cost Per Month	Number of Months	Extended Annual Price
53	Fire Station 11 2555 93rd Street Vero Beach, FL	M-F 8:00- 5:00	Entire Building	\$	12	\$
54	Fire Station 12 3620 49th Street Vero Beach, FL	M-F 8:00- 5:00	Entire Building	\$	12	\$
55	<b>Fire Station 13</b> 4440 4 <sup>th</sup> Street Vero Beach, FL	M-F 8:00- 5:00	Entire Building	\$	12	\$
56	<b>Fire Station 14</b> 6780 26 <sup>th</sup> Street Vero Beach, FL	M-F 8:00- 5:00	Entire Building	\$	12	\$
57	<b>Fire Station 15</b> 9470 County Road 512 Sebastian, FL	M-F 8:00- 5:00	Entire Building	\$	12	\$
58	Sandridge Golf Course Clubhouse 5300 73rd Street Vero Beach, FL	M-F 7:30- 5:00	Entire Clubhouse Building; Rodent treatment only at cart barn	\$	12	\$
59	<b>Recreation</b> 1590 9 <sup>th</sup> Street SW Vero Beach, FL	M-F 8:00a- 9:00a	Entire Building	\$	12	\$
		al Annual Bid	\$			

#### Total annual bid in words

List pests/rodents covered by this service		
List pests/rodents <u>not</u> covered by this service		
Rodent Bait Station not cover by service	Cost Per Box	Monthly Monitoring/Rebating
Cover by service	\$	\$

Will your	company	extend	these	prices	to	other	governmental	agencies	Yes	No
within the	State of Fl	orida?								

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications, and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Company Name:	
Company Address:	
City, State	Zip Code
Telephone:	Fax:
E-mail:	
Business Tax Receipt Number:	FEIN Number:
Authorized Signature:	Date:
Name:(Type / Printed)	Title:

# **Qualifications Questionnaire**

1. How many years has your organization been providing these services?				
2. List State of Florida Registration Number(s):				
3. List government agencies and pri	ivate firm(s) with whom you have completed similar work:			
Agency/Firm Name:				
Address:				
Contact Name:	litle:			
	Phone:			
Dates of Service:				
Agency/Firm Name:				
Address:				
Contact Name:	Title:			
	Phone:			
Services Provided:				
Dates of Service:				
Agency/Firm Name:				
Address:				
Contact Name:	Title:			
E-Mail:	Phone:			
Services Provided:				
Dates of Service:				
Agency/Firm Name:				
Address:				
Contact Name:	Title:			
E-Mail:	Phone:			
Services Provided:				
Dates of Service:				

#### 4. Subcontractors:

Type of Work	Subcontractor Name	License Number

5. Date Registered with e-Verify.gov: \_\_\_\_\_

6. List all ligation cases during the past three (3) years in which the Contractor has been a named party.

Use additional sheets, as necessary.

Year filed	Case number	Venue	Description

Attach Occupational License/Business Tax Receipt, proof of current liability insurance and W-9.

## DRUG-FREE WORKPLACE CERTIFICATION

#### (Please include this form with your bid)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

(Name of Business)

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under 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 5 days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087.

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

Company Name

Bidder's Signature

Date:\_\_\_\_\_

Affidavit of Compliance					
(Please include this form with your bid. Failure to include will be interpreted as indication you take no exceptions.)					
Indian River County Bid # <u>2022006</u> for	Annual Bid for Pest Control Services				
We DO NOT take exception to the Bid / Specifications.					
We TAKE exception to the Bid / Specifications as follows:					
Company Name:					
Company Address:					
Telephone Number:	Fax:				
E-mail:					
Authorized Signature:	Date:				
Name:	Title:				

(Typed / Printed)

# SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF RELATIONSHIPS

# THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. <u>2022006</u>

for <u>Annual Bid for Pest Control Services</u>

2. This sworn statement is submitted by:

(Name of entity submitting Statement)

whose business address is:

and its Federal Employer Identification Number (FEIN) is \_\_\_\_\_\_

3. My name is \_\_\_\_\_\_ (Please print name of individual signing)

and my relationship to the entity named above is \_\_\_\_\_\_

4. I understand that an "affiliate" as defined in Section 105.08, Indian River County Code, means:

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the

entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

Name of Affiliate or entity	Name of County Commissioner or employee	Relationship

(Signature)

(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  $\Box$  physical presence or  $\Box$  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_, by \_\_\_\_\_ (name of person making statement).

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

□ who is personally known to me or □ who has produced \_\_\_\_\_\_\_as identification.

#### CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

#### (This form MUST be submitted with your bid)

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent:\_\_\_\_\_\_

By:\_\_\_\_\_ (Authorized Signature)

Title:

Date:\_\_\_\_\_

#### **CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (This form MUST be submitted with each bid or offer exceeding \$100,000)

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date