

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/19/2021

Contract/Lease Control #: C20-2928-PW

Procurement#: ITB PW 22-20

Contract/Lease Type: RENEWAL

Award To/Lessee: ES OPCO USA, LLC. DBA VESERIS

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/25/2020

Expiration Date: 03/25/2022 W/ 3 (!) YEAR RENEWALS

Description of Contract/Lease: MOSQUITO CONTROL AUDLTICIDE

Department: PUBLIC WORKS

Department Monitor: AUTREY

Monitor's Telephone #: 850-609-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office



CONTRACT/LEASE RENEWAL FORM

Date: 2/16/2021
 Company: ES OPCO USA LLC dba Vesperis
 Attn: Jason Conrad
 Address: 7501 Municipal Drive
 City, St, Zip: Orlando, FL 32819
 RE: Okaloosa County Mosquito Control

Dear Mr. Conrad,

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C20-2928-PW for an additional term. The contract renewal period will be 3/25/2021 to 3/25/2022. The annual budgeted amount for this contract is \$70,000.00. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director _____
 Signature: [Handwritten Signature]

Contractor: _____

Date: 3/11/21

Approved By: Faye Douglas Digitally signed by Faye Douglas
 Date: 2021.03.03 15:13:34 -0600
 (as prescribed below on item 1)

Approved By: [Handwritten Signature]

Date: _____

Approved By: John Hofstad Digitally signed by John Hofstad
 Date: 2021.03.01 13:25:41 -0600
 (as prescribed below on item 1)

Title: Account executive

Date: _____

Date: 2-22-21

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department.
 If you have any questions please contact the Purchasing Manager at 850-689-5970. Fax: 850-689-5970

Contract #: C20-2928-PW
ES OPCO USA, LLC. DBA VESERIS
MOSQUITO CONTROL ADULTICIDE
EXPIRATION: 03/25/2022 W/ 3 (1)
YEAR RENEWALS

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 5/20/2020

Contract/Lease Control #: C20-2928-PW

Procurement#: ITB PW 22-20

Contract/Lease Type: CONTRACT

Award To/Lessee: UNIVAR ON BEHALF OF ES OPCO USA, LLC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/25/2020

Expiration Date: 03/25/2021 W/4- ONE (1) YR RENEWALS

Description of Contract/Lease: MOSQUITO CONTROL ADULTICIDE

Department: PUBLIC WORKS

Department Monitor: AUTREY

Monitor's Telephone #: 850-609-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

Purchasing Requisition Signature Workflow

Per Table 1 - Purchasing Manual (BOCC Approved 5.4.19)

Purchasing Requisition #: ITB PW 22-20

Vendor: [Univar ON Behalf of] ESOPCOUSA, LLC.

Amount: \$66,660⁰⁰

Buyer: Jessica Darr

Threshold	Designated Authority	Signature	Date
\$0 - \$3,500	Department Director or Designee	<i>Pre-approved by Requisition Process</i>	N/A
\$3,501 - \$25,000	Purchasing Manager	X 	05/06/2020
Grant Funds*	Grants and RESTORE Manager	X Not Applicable	N/A
\$25,001 - \$50,000	OMB Director	X 	5.11.2020
\$50,001 - \$100,000	County Administrator	X 	5/13/20
\$100,001+	BOCC - Board Approval	Attach BCC Agenda/Minutes	N/A

**If grant funds are being used, route to Grants & RESTORE Manager prior to OMB Director*

Additional Comments: Assignment and Amendment for
Company Name Change

Please return completed form to the Purchasing office, Attention: "Buyer named above"

**ASSIGNMENT AND AMENDMENT OF MOSQUITO CONTROL ADULTICIDE
AGREEMENT**

CONTRACT # C20-2928-PW

The Mosquito Control Adulticide Agreement, Contract # C20-2928-PW, by and between ES OPCO USA, LLC., (“Contractor”) is hereby assigned.

WHEREAS, the County and the Contractor entered into the Mosquito Control Adulticide Agreement March 25, 2020 (“Contract”); and

WHEREAS, the Contractor is no longer doing business as Univar USA Inc. and changed its legal name to “ES OPCO USA, LLC.” The Contractor began doing business as (dba) “Veseris” in March 2020; and

WHEREAS, the Contractor’s FEIN number changed from 911347935, assigned to Univar USA Inc. to the new account of FEIN number 843689531 assigned to ES OPCO USA, LLC; and

WHEREAS, as part of the transition service agreement between Univar USA Inc. and ES OPCO USA, LLC, Univar will continue to conduct certain business functions as a third-party provider on behalf of ES OPCO USA, LLC; including sending invoices, making payments against outstanding liabilities, issuing purchase orders, ectara until such time as ES OPCO USA, LLC. has established its own internal processes and systems.

WHEREAS, the County has determined that it is necessary to amend the Contract to reflect the following:

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to assign Contract # C20-2928-PW as follows:

1. Effective Contractor company name change from ES OPCO USA, LLC. to Univar on Behalf of ES OPCO USA, LLC.
2. Univar will continue to conduct certain business functions as a third-party provider on behalf of ES OPCO USA, LLC.
3. The invoices will be submitted to the County as Univar on Behalf of ES OPCO USA, LLC. until such time as ES OPCO USA, LLC. has established its own internal processes and systems.
4. The Contractor will inform the County, in writing, as such time it is conducting all of its own business functions without a third-party

**CONTRACT #: C20-2928-PW
ES OPCO USA, LLC.
Mosquito Control Adulticide
EXPIRES: 03/25/2023
W/2 - 1 YR RENEWALS**

5. The County consents to the assignment as set forth above.
6. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated March 25, 2020 and any amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the last date herein written below.

OKALOOSA COUNTY, FLORIDA



John Hofstad, County Administrator

Date:

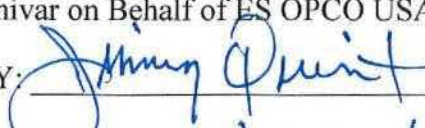
5/18/20

Univar on Behalf of ES OPCO USA, LLC.

BY:

Title:

Date:



Account executive

4-29-20



Univar USA Inc Name Change to ES OPCO USA LLC and Trade Name “Veseris”

3/20/2020

To Whom It May Concern:

The entity previously known as Univar Environmental Sciences, a business unit of Univar Solutions, registered for a new FEIN number on 11/14/2020 in preparation for the divestiture of the entity to AEA Investors. The company's legal name is "ES OPCO USA LLC" and began doing business as (dba) "Veseris" in March of 2020.

We are no longer doing business as Univar USA Inc FEIN 911347935.

The new account will be ES OPCO USA LLC FEIN 843689531.

This change was made because Univar Solutions decided to divest the Environmental Sciences business unit as part of its overall market strategy. This divestiture was finalized at 11:59pm on 12/31/2019.

As part of a transition service agreement, Univar will continue to conduct certain business functions as a third party provider on behalf of ES OPCO USA LLC, including sending invoices, making payments against outstanding liabilities, issuing purchase orders, etc. until such time as ES OPCO USA LLC has established its own internal processes and systems.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tyler Brothers'.

Tyler Brothers
VP, CFO, and Treasurer

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ES OPCO USA LLC	
2 Business name/disregarded entity name, if different from above Veseris	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 10800 Pecan Park Blvd #300	Requester's name and address (optional)
6 City, state, and ZIP code Austin, TX 78750	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
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8	4	-	3	6	8	9	5	3	1	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Jill Butts</i>	Date ▶ <i>3/13/2020</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Amended and Restated Securities Purchase Agreement

by and among

Univar Solutions Inc.

Univar Solutions USA Inc.

Univar Canada LTD.

ENS Holdings III Corp.

ENS Canada Holdings Corp. and

ENS Holdings II Corp.

for the purchase and sale of

all of the outstanding equity securities of

ES OpCo USA LLC

Sistemas Ecológicos Para el Control de Plagas S.A. de C.V.

and

ES OpCo Canada II ULC

Date: December 30, 2019

AMENDED AND RESTATED SECURITIES PURCHASE AGREEMENT

This Amended and Restated Securities Purchase Agreement (this “Agreement”), dated December 30, 2019, is made by and among UNIVAR SOLUTIONS INC., a Delaware corporation (“Seller Parent”), UNIVAR SOLUTIONS USA INC., a Washington corporation (“Seller 1”), UNIVAR CANADA LTD., an Alberta limited corporation (“Seller 2” and, collectively with Seller 1 and Seller Parent, referred to herein as “Seller”), ENS HOLDINGS III CORP., a Delaware corporation (“Purchaser 1”), ENS CANADA HOLDINGS CORP., British Columbia corporation (“Purchaser 2”), and ENS HOLDINGS II CORP., a Delaware corporation (“Purchaser 3”, and collectively, with Purchaser 1 and Purchaser 2, referred to herein as “Purchaser”). Seller Parent, Seller 1, Seller 2, Purchaser 1, Purchaser 2 and Purchaser 3 are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

The Parties entered into that certain Securities Purchase Agreement, dated as of December 5, 2019 (as in effect immediately prior to the effectiveness of this Agreement, the “Original SPA”).

The Parties have agreed to amend and restate the Original SPA, in the form hereof.

Seller 1 owns all of the issued and outstanding equity securities (the “Target 1 Securities”) of ES OpCo USA LLC, a Delaware limited liability company (“Target 1”);

Seller Parent and Seller 1 collectively own all of the issued and outstanding equity securities (the “Target 2 Securities”) of Sistemas Ecológicos Para el Control de Plagas S.A. de C.V., a Mexican *sociedad anónima de capital variable* (“Target 2”);

Seller 2 owns all of the issued and outstanding equity securities (the “Target 3 Securities” and, together with the Target 1 Securities and the Target 2 Securities, the “Company Group Securities”) of ES OpCo Canada II ULC, a British Columbia unlimited liability corporation (“Target 3” and, together with Target 1 and Target 2, the “Company Group” and each a “Company Group Entity”);

Seller Parent, directly or indirectly, owns all of the issued and outstanding equity securities of each of Seller 1 and Seller 2;

On October 28, 2019, Seller 1 formed Target 1, and on December 12, 2019, Seller 2 formed Target 3;

Prior to the Closing, Seller 1 and Target 1, will enter into the contribution agreement substantially in the form attached hereto as Exhibit A (with changes mutually agreed between the Parties, acting reasonably, the “U.S. Contribution Agreement”), pursuant to which Seller 1 will contribute, assign, transfer, convey and deliver to Target 1 certain of the Business Assets and Target 1 will assume certain of the Assumed Liabilities (such transactions collectively, the “U.S. Business Restructuring”);

Prior to the Closing, Seller 2 and Target 3, will enter into the contribution agreement substantially in the form attached hereto as Exhibit B (with changes mutually agreed between the

Parties, acting reasonably, the "Canadian Contribution Agreement" and collectively with the U.S. Contribution Agreement, the "Contribution Agreements"), pursuant to which Seller 2 will contribute, assign, transfer, convey and deliver to Target 3 certain of the Business Assets and Target 3 will issue 100 common shares of its capital to Seller 2 and assume certain of the Assumed Liabilities (such transactions collectively, the "Canadian Business Restructuring" and, together with the U.S. Business Restructuring, the Corporativo Employee Transfer, the Pre-Closing Asset Transfers and any other asset transfer contemplated by Section 7.23, the "Restructuring");

Concurrently with the execution of the Original SPA, AEA Investors SBF IV LP and AEA Investors Small Business Fund III LP (collectively, the "Sponsor") and Seller entered into a Limited Guarantee (the "Limited Guarantee");

Concurrently with the execution and delivery of the Original SPA, the individuals listed on Schedule I.1(a) entered into employment agreements; and

Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, after the consummation of the U.S. Business Restructuring and the Canadian Business Restructuring, the Company Group Securities in exchange for the Purchase Price (as adjusted in accordance herewith) and upon the terms and subject to the conditions hereinafter set forth.

AGREEMENT

In consideration of the foregoing premises and the representations, warranties, covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. All capitalized terms used in this Agreement, unless otherwise defined in the main body of this Agreement, have the meaning given to such terms in Annex A attached hereto.

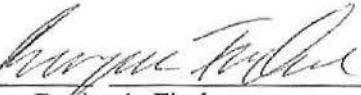
1.2 Interpretive Matters.

(a) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in beginning the calculation of such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

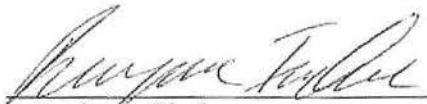
(b) Any reference in this Agreement to \$ shall mean U.S. dollars. All accounting terms used herein shall, to the extent not inconsistent with the express terms of this Agreement, be construed in conformity with GAAP.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first written above.

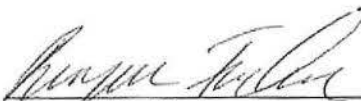
ENS HOLDINGS III CORP.

By: 
Name: Benjamin Fischer
Title: Vice President

ENS CANADA HOLDINGS CORP.

By: 
Name: Benjamin Fischer
Title: Vice President

ENS HOLDINGS II CORP.


By: 
Name: Benjamin Fischer
Title: Vice President

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.


UNIVAR SOLUTIONS INC., a Delaware corporation

By: 
Name: Kerri Howard
Title: Treasurer

UNIVAR SOLUTIONS USA INC., a Washington corporation

By: 
Name: Kerri Howard
Title: Treasurer

UNIVAR CANADA LTD., an Alberta limited corporation

By: 
Name: Kerri Howard
Title: Treasurer

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 3/20/2020
Contract/Lease Control #: C20-2928-PW
Procurement#: ITB PW 22-20
Contract/Lease Type: CONTRACT
Award To/Lessee: ES OPCO USA, LLC.
Owner/Lessor: OKALOOSA COUNTY
Effective Date: 03/25/2020
Expiration Date: 03/25/2020 W/ 2- ONE (1) YR RENEWALS
Description of Contract/Lease: MOSQUITO CONTROL ADULTICIDE
Department: PUBLIC WORKS
Department Monitor: AUTREY
Monitor's Telephone #: 850-609-5772
Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

Purchasing Requisition Signature Workflow

Per Table 1 - Purchasing Manual (BOCC Approved 6.4.19)

Purchasing Requisition #: ITB PW 22-20

Vendor: ES OPCO USA, LLC.

Amount: \$ 66,660⁰⁰

Buyer: Jessica Darr (Purchasing)

Threshold	Designated Authority	Signature	Date
\$0 - \$3,500	Department Director or Designee	<i>Pre-approved by Requisition Process</i>	N/A
\$3,501 - \$25,000	Purchasing Manager	X <i>Jeffrey A. Hyde</i>	03/19/20
Grant Funds*	Grants and RESTORE Manager	X <i>Mindy Karabky</i>	3/25/2020
\$25,001 - \$50,000	OMB Director	X <i>Fayyaz</i>	3.20.20
\$50,001 - \$100,000	County Administrator	X <i>[Signature]</i>	3/25/20
\$100,001+	BOCC - Board Approval	Attach BCC Agenda/Minutes	N/A

*If grant funds are being used, route to Grants & RESTORE Manager prior to OMB Director

Additional Comments: Formal Bid/Contract For Mosquito Control Chemicals

Please return completed form to the Purchasing office, Attention: "Buyer named above"

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: ITB PW 22-20 Tracking Number: 3977-20
Procurement/Contractor/Lessee Name: ESOPCO USA, LLC Grant Funded: YES NO
Purpose: Mosquito Control Adulticide for PW Okaloosa County
Date/Term: _____ 1. GREATER THAN \$100,000
Department #: 701904 2. GREATER THAN \$50,000
Account #: 552601 3. \$50,000 OR LESS
Amount: \$ 66,660⁰⁰
Department: Public Works Dept. Monitor Name: Jason Autrey

Purchasing Review

Procurement or Contract/Lease requirements are met:
Jessica Darr Date: 16 March, 2020
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: See Email dated Feb 17, 2020 at 9:40 A.M. Grant Name: Zika Grant SOW 19-127
Danielle Garcia Date: Feb 17, 2020
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: See Email dated Feb 13, 2020 at 4:54 p.m.
Karen Donaldson Date: Feb 13, 2020
Risk Manager or designee Edith Gibson or Karen Donaldson

County Attorney Review

Approved as written: See Email dated March 12, 2020 at 1:35 p.m.
Kerry Parsons Date: March 12, 2020
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Department funding confirmed: See Email dated Dec 18, 2019 at 7:21 A.M.
Mindy Kovalsky Date: December 18, 2019

Jesica Darr

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Thursday, March 12, 2020 1:35 PM
To: Jesica Darr
Cc: Lynn Hoshihara
Subject: RE: ITB PW 22-20 Draft contract for Review and Approval

This is approved for legal purposes. Thank you for filling out the contract form because it was very helpful.

Kerry A. Parsons, Esq.
Nabors
Giblin &
Nickerson
ATTORNEYS AT LAW
1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!

From: Jesica Darr <jdarr@myokaloosa.com>
Sent: Monday, March 9, 2020 12:02 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Jesica Darr <jdarr@myokaloosa.com>
Subject: FW: ITB PW 22-20 Draft contract for Review and Approval

Kerry,

Good Morning!

I cannot locate your approval for ITB ~~AP~~ 22-20, Mosquito Adulticide.
P.W.O.

Please review and approve in the next few business days, if possible.

You may have already sent me the approval. I can't locate the e-mail now that I need to send for contractor signature.

I was waiting on the contractor to get registered in SAM. Now that it is registered, I can send them the contract to sign.

Thank you for your time and help! Have a good day!

Jesica Darr

From: Danielle Garcia
Sent: Monday, February 17, 2020 9:40 AM
To: Jesica Darr
Subject: RE: ITB PW 22-20 Draft contract for Review and Approval

Approved for grant procurement purposes

Zika Grant SOW 19-127 – State Funded
Expires: 6.30.2020

Regards,
Danielle Garcia
850-689-5960 x 6971

From: Jesica Darr <jdarr@myokaloosa.com>
Sent: Thursday, February 13, 2020 4:08 PM
To: Karen Donaldson <kdonaldson@myokaloosa.com>; kparsons@ngn-tally.com; Danielle Garcia <dgarcia@myokaloosa.com>
Cc: Jesica Darr <jdarr@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: ITB PW 22-20 Draft contract for Review and Approval

Good Afternoon, All !

Please see the attached draft contract for requirement ITB PW 22-20 for Mosquito Control, for your review and approval.

Danielle, this is the Zika Grant. Please let me know if you'd like me to e-mail the grant info.

Thank you!

Respectfully,

Jesica



Contracts and Lease Coordinator
Okaloosa County Purchasing Department

Jesica Darr

From: Karen Donaldson
Sent: Thursday, February 13, 2020 4:54 PM
To: Jesica Darr
Subject: RE: ITB PW 22-20 Draft contract for Review and Approval

Categories: 22-20 MOSQUITO Control

Jesica

Please change the address on #9. Public Records. The last paragraph in BOLD has the Old Bethel address. Please change to 302 N Wilson St Ste 301 (Page 5)

This is approved by risk management for insurance purposes.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Jesica Darr <jdarr@myokaloosa.com>
Sent: Thursday, February 13, 2020 4:08 PM
To: Karen Donaldson <kdonaldson@myokaloosa.com>; kparsons@ngn-tally.com; Danielle Garcia <dgarcia@myokaloosa.com>
Cc: Jesica Darr <jdarr@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: ITB PW 22-20 Draft contract for Review and Approval

Good Afternoon, All !

Please see the attached draft contract for requirement ITB PW 22-20 for Mosquito Control, for your review and approval.

If there is another point of contact that should confirm this, then please let me know who that person is, as soon as possible.

Thank you for your time !

Respectfully,

Jesica



Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
jdarr@myokaloosa.com

Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Brian Shephard
Sent: Thursday, December 05, 2019 1:02 PM
To: Jesica Darr <jdarr@myokaloosa.com>
Cc: Scott Henson <shenson@myokaloosa.com>
Subject: RE: Review needed by Monday 9 Dec 19, please ITB PW 22-20 Mosquito Control for PW

Good Afternoon Jesica,

I have read through the sections that pertain to me. The only thing I see that needs changing, is under the Delivery option, the 84 Ready Ave address should say, Fort Walton Beach. (It shows Crestview right now)

Other than that, I see no other issues or changes that need to be made and when you have time, please move forward with bid.

I greatly appreciate all your help in getting this going for us !!!!

From: Jesica Darr
Sent: Thursday, December 05, 2019 11:27 AM
To: Brian Shephard
Cc: Scott Henson
Subject: Review needed by Monday 9 Dec 19, please ITB PW 22-20 Mosquito Control for PW

Jesica Darr

From: Mindy Kovalsky
Sent: Wednesday, December 18, 2019 7:21 AM
To: Scott Henson; Jesica Darr
Cc: Brian Shepheard
Subject: RE: ITB PW 22-20 Funding Confirmation

Jessica,

This information is correct, there is \$125,000 in budget remaining in Department 701904 – ZIKA.

Please let me know if you need anything further.

Thank you,
Mindy Kovalsky
Accountant

Okaloosa Board of County Commissioners
Grants Administration
1250 N. Eglin Pkwy, Suite 102
Shalimar, FL. 32579
(850) 609-7074
E-mail: mkovalsky@myokaloosa.com



Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Scott Henson <shenson@myokaloosa.com>
Sent: Wednesday, December 18, 2019 6:15 AM
To: Jesica Darr <jdarr@myokaloosa.com>
Cc: Brian Shepheard <bshepheard@myokaloosa.com>; Mindy Kovalsky <mkovalsky@myokaloosa.com>
Subject: RE: ITB PW 22-20 Funding Confirmation

Jessica... This purchase will be made with grant funding –specifically Grant Number PO SOW19-127, Department 701904 Account 552601. “Zika Grant” is how we refer to it. Below is a snippet from Pentamation indicating the status of the account. Mindy Kovalsky can validate funding from the Grant Department if needed.



**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA
AND ES OPCO USA LLC**

CONTRACT ID 84-3689531

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this 25th day of March, 2020, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and ES OPCO USA, LLC, a Foreign Limited Liability Company authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is 84-3689531.

RECITALS

WHEREAS, the County is in need of a contractor to provide Mosquito Control Adulticide, as listed within Attachment A ("Services"); and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County went through a competitive selection via a sealed Invitation to Bid (ITB) to perform these Services. A copy of the procurement Contractor's response is included as Attachment "A"; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount of Sixty-six thousand, six-hundred and sixty Dollars (\$ 66,660.00), as further detailed below.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

- Attachment "A" – Procurement ITB PW 22-20 and Contractor's Response;
- Attachment "B" – Insurance Requirements;
- Attachment "C" – Title VI list of pertinent nondiscrimination acts and authorities;
- Attachment "D" – Scrutinized Companies Certification;

Not Applicable N/A



2. Services. Contractor agrees to perform the following services, delivery of Mosquito Control Adulticide, as ordered by OC Public Works Department customer, in accordance with Attachment A

The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term and Renewal. The term of this Agreement shall begin on the effective date of the contract _____, and shall continue for a period of one year (1) _____ from the date of full execution of this Agreement, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 8 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This agreement may not be renewed; or

This agreement may be renewed upon mutual written agreement of the parties for a period of up to four (4), one year renewals.

4. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of Sixty-six thousand, six-hundred and sixty Dollars (\$ 66,660.00).

a. Contractor shall submit an invoice to the County upon submission of invoice(s) and approval of acceptances by Oklahoma County Board of County Commissioners. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.

b. **Disbursement.** Check one:

There are no reimbursable expenses associated with this Agreement.

The following are reimbursable expenses associated with this Agreement:

N/A



- c. **Payment Schedule.** Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- d. **Availability of Funds.** The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor ____ (____) days to cure such default. If the default remains uncured after ____ (____) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable



to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.

- i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
 - c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
 - d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.



9. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 NORTH WILSON STREET, SUITE 301 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

10. Audit. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise

ITB PW 22-20



provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:	Public Works Department Attn: Brian Shephard 84 Ready Avenue Fort Walton Beach FL, 32548 (850) 978- 9333	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:	Es Opco USA, LLC. Attn: Jason Conrad 7501 Municipal Drive Orlando, FL 32819	

12. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

13. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

14. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:



- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including



sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

16. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

17. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

18. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

19. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

20. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is



attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

21. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

22. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made



in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

23. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments "A", "B", "C", and "D".

24. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

25. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

26. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

(Remainder of Page Intentionally Left Blank)



IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

WITNESS:

Nancy B Wilkes
Signature

Nancy B. Wilkes
Print Name

BY: [Signature]
Mr. Jason Conrad

WITNESS:

[Signature]

Robert C. Sims Tr.
Print Name

OKALOOSA COUNTY, FLORIDA

BY: [Signature]
John Hofstad, County Administrator

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 3/26/2020

Contract/Lease Control #: C20-2928-PW

Procurement#: ITB PW 22-20

Contract/Lease Type: CONTRACT

Award To/Lessee: ES OPCO USA, LLC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/25/2020

Expiration Date: 03/25/2023 W/ 2- ONE (1) YR RENEWALS

Description of Contract/Lease: MOSQUITO CONTROL ADULTICIDE

Department: PUBLIC WORKS

Department Monitor: AUTREY

Monitor's Telephone #: 850-609-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

Purchasing Requisition Signature Workflow

Per Table 1 - Purchasing Manual (BOCC Approved 6.4.19)

Purchasing Requisition #: ITB PW 22-20

Vendor: ES OPCO USA, LLC.

Amount: \$ 66,660⁰⁰

Buyer: Jessica Darr (Purchasing)

Threshold	Designated Authority	Signature	Date
\$0 - \$3,500	Department Director or Designee	<i>Pre-approved by Requisition Process</i>	N/A
\$3,501 - \$25,000	Purchasing Manager	X 	03/19/20
Grant Funds*	Grants and RESTORE Manager	X 	3/25/2020
\$25,001 - \$50,000	OMB Director	X 	3.20.20
\$50,001 - \$100,000	County Administrator	X 	3/25/20
\$100,001+	BOCC - Board Approval	Attach BCC Agenda/Minutes	N/A

**If grant funds are being used, route to Grants & RESTORE Manager prior to OMB Director*

Additional Comments: Formal Bid/Contract For Mosquito Control Chemicals

Please return completed form to the Purchasing office, Attention: "Buyer named above"

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: ITB PW 22-20 Tracking Number: 3977-20
 Procurement/Contractor/Lessee Name: ESOPCO USA, LLC. Grant Funded: YES NO
 Purpose: Mosquito Control Adulticide for PW Okaloosa County
 Date/Term: _____ 1. GREATER THAN \$100,000
 Department #: 701904 2. GREATER THAN \$50,000
 Account #: 552601 3. \$50,000 OR LESS
 Amount: \$66,660⁰⁰
 Department: Public Works Dept. Monitor Name: Jason Autrey

Purchasing Review

Procurement or Contract/Lease requirements are met:
Jessica Darr Date: 16 March, 2020
 Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: See Email dated Feb 17, 2020 at 9:40 A.M. Grant Name: Zika Grant SOW 19-127
Danielle Garcia Date: Feb 17, 2020
 Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: See Email dated Feb 13, 2020 at 4:54 p.m.
Karen Donaldson Date: Feb 13, 2020
 Risk Manager or designee Edith Gibson or Karen Donaldson

County Attorney Review

Approved as written: See Email dated March 12, 2020 at 1:35 p.m.
Kerry Parsons Date: March 12, 2020
 County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Department funding confirmed: See Email dated Dec 18, 2019 at 7:21 AM.
Mindy Kovalsky Date: December 18, 2019

Jesica Darr

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Thursday, March 12, 2020 1:35 PM
To: Jesica Darr
Cc: Lynn Hoshihara
Subject: RE: ITB PW 22-20 Draft contract for Review and Approval

This is approved for legal purposes. Thank you for filling out the contract form because it was very helpful.

Kerry A. Parsons, Esq.
**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW
1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
kparsons@ngn-tally.com

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From: Jesica Darr <jdarr@myokaloosa.com>
Sent: Monday, March 9, 2020 12:02 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Jesica Darr <jdarr@myokaloosa.com>
Subject: FW: ITB PW 22-20 Draft contract for Review and Approval

Kerry,

Good Morning!

I cannot locate your approval for ITB ~~AP~~ 22-20, Mosquito Adulticide.
P.W.O.D.

Please review and approve in the next few business days, if possible.

You may have already sent me the approval. I can't locate the e-mail now that I need to send for contractor signature.

I was waiting on the contractor to get registered in SAM. Now that it is registered, I can send them the contract to sign.

Thank you for your time and help! Have a good day!

Jesica Darr

From: Danielle Garcia
Sent: Monday, February 17, 2020 9:40 AM
To: Jesica Darr
Subject: RE: ITB PW 22-20 Draft contract for Review and Approval

Approved for grant procurement purposes

Zika Grant SOW 19-127 – State Funded
Expires: 6.30.2020

Regards,
Danielle Garcia
850-689-5960 x 6971

From: Jesica Darr <jdarr@myokaloosa.com>
Sent: Thursday, February 13, 2020 4:08 PM
To: Karen Donaldson <kdonaldson@myokaloosa.com>; kparsons@ngn-tally.com; Danielle Garcia <dgarcia@myokaloosa.com>
Cc: Jesica Darr <jdarr@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: ITB PW 22-20 Draft contract for Review and Approval

Good Afternoon, All !

Please see the attached draft contract for requirement ITB PW 22-20 for Mosquito Control, for your review and approval.

Danielle, this is the Zika Grant. Please let me know if you'd like me to e-mail the grant info.

Thank you!

Respectfully,

Jesica



Contracts and Lease Coordinator
Okaloosa County Purchasing Department

Jesica Darr

From: Karen Donaldson
Sent: Thursday, February 13, 2020 4:54 PM
To: Jesica Darr
Subject: RE: ITB PW 22-20 Draft contract for Review and Approval

Categories: 22-20 MOSQUITO Control

Jesica

Please change the address on #9. Public Records. The last paragraph in BOLD has the Old Bethel address. Please change to 302 N Wilson St Ste 301 (Page 5)

This is approved by risk management for insurance purposes.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Jesica Darr <jdarr@myokaloosa.com>
Sent: Thursday, February 13, 2020 4:08 PM
To: Karen Donaldson <kdonaldson@myokaloosa.com>; kparsons@ngn-tally.com; Danielle Garcia <dgarcia@myokaloosa.com>
Cc: Jesica Darr <jdarr@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: ITB PW 22-20 Draft contract for Review and Approval

Good Afternoon, All !

Please see the attached draft contract for requirement ITB PW 22-20 for Mosquito Control, for your review and approval.

If there is another point of contact that should confirm this, then please let me know who that person is, as soon as possible.

Thank you for your time !

Respectfully,

Jesica



Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
jdarr@myokaloosa.com

Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Brian Shephard
Sent: Thursday, December 05, 2019 1:02 PM
To: Jesica Darr <jdarr@myokaloosa.com>
Cc: Scott Henson <shenson@myokaloosa.com>
Subject: RE: Review needed by Monday 9 Dec 19, please ITB PW 22-20 Mosquito Control for PW

Good Afternoon Jesica,

I have read through the sections that pertain to me. The only thing I see that needs changing, is under the Delivery option, the 84 Ready Ave address should say, Fort Walton Beach. (It shows Crestview right now)

Other than that, I see no other issues or changes that need to be made and when you have time, please move forward with bid.

I greatly appreciate all your help in getting this going for us !!!!

From: Jesica Darr
Sent: Thursday, December 05, 2019 11:27 AM
To: Brian Shephard
Cc: Scott Henson
Subject: Review needed by Monday 9 Dec 19, please ITB PW 22-20 Mosquito Control for PW

Jesica Darr

From: Mindy Kovalsky
Sent: Wednesday, December 18, 2019 7:21 AM
To: Scott Henson; Jesica Darr
Cc: Brian Shepheard
Subject: RE: ITB PW 22-20 Funding Confirmation

Jessica,

This information is correct, there is \$125,000 in budget remaining in Department 701904 – ZIKA.

Please let me know if you need anything further.

Thank you,
Mindy Kovalsky
Accountant

Okaloosa Board of County Commissioners
Grants Administration
1250 N. Eglin Pkwy, Suite 102
Shalimar, FL. 32579
(850) 609-7074
E-mail: mkovalsky@myokaloosa.com



Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Scott Henson <shenson@myokaloosa.com>
Sent: Wednesday, December 18, 2019 6:15 AM
To: Jesica Darr <jdarr@myokaloosa.com>
Cc: Brian Shepheard <bshepheard@myokaloosa.com>; Mindy Kovalsky <mkovalsky@myokaloosa.com>
Subject: RE: ITB PW 22-20 Funding Confirmation

Jessica... This purchase will be made with grant funding –specifically Grant Number PO SOW19-127, Department 701904 Account 552601. “Zika Grant” is how we refer to it. Below is a snippet from Pentamation indicating the status of the account. Mindy Kovalsky can validate funding from the Grant Department if needed.



**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA
AND ES OPCO USA LLC**
CONTRACT ID 84-3689531

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made this 25th, day of March, 2020, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the “County”), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and ES OPCO USA, LLC., a Foreign Limited Liability Company authorized to do business in the State of Florida (hereinafter referred to as “Contractor”) whose Federal I.D. # is 84-3689531.

RECITALS

WHEREAS, the County is in need of a contractor to provide Mosquito Control Adulticide, as listed within Attachment A (“Services”); and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County went through a competitive selection via a sealed Invitation to Bid (ITB) to perform these Services. A copy of the procurement Contractor’s response is included as Attachment “A”; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount of Sixty-six thousand, six-hundred and sixty Dollars (\$ 66,660.00), as further detailed below.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

- Attachment “A” – Procurement ITB PW 22-20 and Contractor’s Response;
- Attachment “B” – Insurance Requirements;
- Attachment “C” – Title VI list of pertinent nondiscrimination acts and authorities;
- Attachment “D” – Scrutinized Companies Certification;

Not Applicable N/A



2. Services. Contractor agrees to perform the following services, delivery of Mosquito Control Adulticide, as ordered by OC Public Works Department customer, in accordance with Attachment A

The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term and Renewal. The term of this Agreement shall begin on the effective date of the contract, and shall continue for a period of one year (1) from the date of full execution of this Agreement, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 8 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This agreement may not be renewed; or

This agreement may be renewed upon mutual written agreement of the parties for a period of up to four (4) , one year renewals.

4. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of Sixty-six thousand, six-hundred and sixty Dollars (\$ 66,660.00).

a. Contractor shall submit an invoice to the County upon submission of invoice(s) and approval of acceptance by Oklahoma County Board of County Commissioners. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.

b. Disbursement. Check one:

There are no reimbursable expenses associated with this Agreement.

The following are reimbursable expenses associated with this Agreement:

N/A



- c. **Payment Schedule.** Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- d. **Availability of Funds.** The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor _____ (_____) days to cure such default. If the default remains uncured after _____ (_____) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable



to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.

- i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
 - c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
 - d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.



9. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 NORTH WILSON STREET, SUITE 301 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

10. Audit. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise

ITB PW 22-20



provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:	Public Works Department Attn: Brian Shephard 84 Ready Avenue Fort Walton Beach FL, 32548 (850) 978- 9333	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:	Es Opco USA, LLC. Attn: Jason Conrad 7501 Municipal Drive Orlando, FL 32819	

12. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

13. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

14. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:



- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including



sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

16. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

17. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

18. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

19. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

20. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is



attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

21. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

22. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made



in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

23. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments "A", "B", "C", and "D".

24. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

25. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

26. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

(Remainder of Page Intentionally Left Blank)



IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

WITNESS:

Nancy B Wilkes
Signature

Nancy B. Wilkes
Print Name

BY: [Signature]
Mr. Jason Conrad

WITNESS:

[Signature]

Poland C. Sims Tr.
Print Name

OKALOOSA COUNTY, FLORIDA

BY: [Signature]
John Hofstad, County Administrator

ES OPCO USA LLC

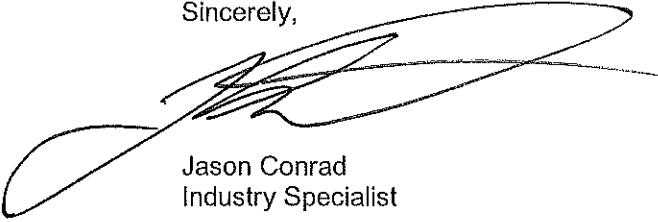
10800 Pecan Park Blvd. Ste 300
Austin, TX 78750-1477

ATTACHMENT A
ES OPCO USA, LLC.
ITB PW 22-20
Mosquito Control Adulticide for
Okaloosa County Public Works

1-13-20

Please note that Univar Solutions ES divisions was sold as of January 1 2020 and is now identified as ES OPCO USA LLC (UNIVAR). Currently we are in the process of getting all info updated including DUNN's Number and Cage Code, this will be available as soon as possible.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jason Conrad', with a large, sweeping flourish extending to the left.

Jason Conrad
Industry Specialist

MasterLine®

By Univar

KONTROL 4 - 4

For Mosquitoes, Flies and Gnats

A Quick Knockdown, Low Odor, Non-Corrosive Synergized Synthetic Pyrethroid
for the Control of Adult Mosquitoes in Residential, Recreational, and Other Areas.
Also for Use Against Biting and Non-Biting Midge and Black Flies

For use only by federal, state, tribal, or local governmental officials responsible for public health or vector control, or by persons certified in the appropriate category or otherwise authorized by the state or tribal lead pesticide regulatory agency to perform adult mosquito control applications, or by persons under their direct supervision.

ACTIVE INGREDIENTS:

*Permethrin 4.6%

**Piperonyl Butoxide 4.6%

OTHER INGREDIENTS: 90.8%

Contains Petroleum Distillate

TOTAL 100.0%

*(3-phenoxyphenyl)methyl(+/-) *Cis/trans* 3-(2,2-dichloroethenyl)2,2-Dimethyl cyclopropanecarboxylate

Cis/trans ratio: min. 35% (+/-) *cis* and max. 65% (+/-) *trans*

** (butylcarbityl)(6-propylpiperonyl) ether and related compounds

Contains 0.3344 pounds of Permethrin and 0.3344 pounds of Piperonyl Butoxide per gallon.

EPA Registration No. 73748-4

KEEP OUT OF REACH OF CHILDREN
CAUTION

See Inside Attached Booklet For Additional Precautionary Statements.

"PRECAUCION AL USUARIO: Si usted no lee Ingles, no use este producto hasta que la etiqueta haya sido explicado ampliamente"

Univar Environmental Sciences

11305 Four Points Drive

Building 1, Suite 210

Austin, Texas 78726

First Aid	
If in Eyes:	Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.
If on Skin or Clothing:	Take off contaminated clothing. Rinse skin immediately with plenty of water for 15 – 20 minutes. Call a poison control center or doctor for treatment advice.
If Swallowed:	Immediately call a poison control center or doctor. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give any liquid to the person. Do not give anything by mouth to an unconscious person.
If Inhaled:	Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible. Call a poison control center or doctor for further advice.
HOTLINE NUMBER	
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. For additional information on this pesticide product (including health concerns, medical emergencies, or pesticide concerns), you may call 1-800-222-1222, twenty-four (24) hours a day, seven (7) days per week.	
Note to Physician: Contains petroleum distillate – vomiting may cause aspiration pneumonia.	

PRECAUTIONARY STATEMENTS HAZARDS TO DOMESTIC ANIMALS AND HUMANS

Contains Petroleum Distillate. Causes moderate eye irritation. Avoid contact with eyes or clothing. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet. Wear long-sleeved shirt and long pants, socks and shoes, and chemical-resistant gloves (such as barrier laminate, nitrile rubber, neoprene rubber, or viton). Remove contaminated clothing and wash before reuse.

Personal Protective Equipment (PPE)

Some materials that are chemical-resistant to this product are barrier laminate, nitrile rubber greater or equal to 14 mils or neoprene rubber greater or equal to 14 mils. If you want more options, follow the instructions for category E on an EPA chemical-resistance category selection chart.

Mixers, loaders, applicators, and other handlers must wear: Long-sleeve shirt; Long pants; Shoes and socks; Chemical-resistant gloves for all handlers except for applicators using motorized ground equipment, pilots and flaggers; and Chemical-resistant apron for mixers/loaders, persons cleaning equipment, and persons exposed to the concentrate.

See engineering controls for additional information.

User Safety Requirements:

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry.

Discard clothing and other absorbent materials that have been drenched or heavily contaminated with this product's concentrate. Do not reuse them.

User Safety Recommendations:

- Users should wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet.
- Users should remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Users should remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

Engineering Controls

Pilots must use an enclosed cockpit that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticide [40 CFR §170.240(d)(6)].

Human flagging is prohibited. Flagging to support aerial application is limited to use of the Global Positioning System (GPS) or mechanical flaggers.

ENVIRONMENTAL HAZARDS

This pesticide is extremely toxic to aquatic organisms, including fish and aquatic invertebrates. To protect the environment, do not allow pesticide to enter or run-off into storm drains, drainage ditches, gutters, or surface waters. Applying this product in calm weather when rain is not predicted for the next 24 hours will help to ensure that wind or rain does not blow or wash pesticide off the treatment area. Rinsing application equipment over the treated area will help avoid run-off to water bodies or drainage systems.

This pesticide is highly toxic to bees exposed to direct treatment on blooming crops or weeds. Do not apply this product or allow it to drift on blooming crops or weeds while bees are actively visiting the treatment areas.

ENVIRONMENTAL HAZARDS FOR WIDE AREA MOSQUITO ADULTICIDE APPLICATIONS

This pesticide is extremely toxic to aquatic organisms, including fish and aquatic invertebrates. Run-off from treated areas or deposition of spray droplets into a body of water may be hazardous to fish and aquatic invertebrates.

When applying as a wide area mosquito adulticide, before making the first application in a season, it is advisable to consult with the state or tribal agency with primary responsibility for pesticide regulation to determine if other regulatory requirements exist.

When applying as a wide area mosquito adulticide, do not apply over bodies of water (lakes, rivers, permanent streams, natural ponds, commercial fish ponds, swamps, marshes or estuaries), except when necessary to target areas where adult mosquitoes are present, and weather conditions will facilitate movement of applied material away from the water in order to minimize incidental deposition into the water body.

PHYSICAL AND CHEMICAL HAZARDS

Do not use, pour, spill or store near heat or open flame.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

Use Restrictions:

- Apply this product only as specified on this label.
- Do not contaminate food or feedstuffs.
- Application of this product using hand-held cold or thermal fogging equipment is prohibited.
- This product is not for use in outdoor residential misting systems (indoor and outdoor) and metered release misting devices.
- Do not apply as a broadcast or spot treatment to indoor surfaces at residential sites, including nurseries, day-care centers, schools, hospitals, and nursing homes.
- Except when applying for mosquito control, do not enter or allow others to enter treated area until sprays have dried.
- Except when applying for mosquito control, do not enter or allow others to enter until vapors, mists, and aerosols have dispersed, and the treated area has been thoroughly ventilated.
- Except when applying for mosquito control, do not apply this product in a way that will contact workers or other persons, either directly or through drift.
- Application of this product is prohibited directly into sewers or drains, or to any area like a gutter where drainage to storm sewers, storm drains, water bodies, or aquatic habitat can occur. Do not allow this product to enter any drain during or after application.
- Remove pets, birds, and cover fish aquariums and ornamental fish ponds before spraying, and turn aquarium systems off prior to use.
- Except when applying for mosquito control, only protected handlers may be in the area during application.
- Aerial application of this product is prohibited in the State of Florida unless specifically authorized by the Bureau of Entomology and Pest Control, Florida Department of Agriculture and Consumer Services.

NON-AGRICULTURAL USE REQUIREMENTS

The requirements in this box apply to uses of this product that are NOT within the scope of the Worker Protection Standards for agricultural pesticides (40 CFR Part 170). The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries and greenhouses.

Keep unprotected persons out of treated areas until sprays have dried. Wear protective clothing when using or handling this product to help avoid exposure to eyes and skin. Eye protection, gloves, a long-sleeved shirt and long pants are recommended.

Allow spray to dry before allowing adults, children or pets on treated areas.

For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulation.

CONDITIONS AND RATES TO USE FOR MOSQUITO CONTROL

KONTROL 4 - 4 may be applied either diluted or undiluted as a non-thermal fog.

KONTROL 4 - 4 is recommended for application in ultra low volume (ULV) non-thermal fog to control adult mosquitoes, flies and gnats in residential and recreational areas where these insects are a problem, such as parks, campsites, woodlands, athletic fields, golf courses, residential areas, municipalities, gardens, playgrounds, recreational areas and overgrown waste areas. For best results, treat when insects are most active and conditions are conducive to keeping the fog close to the ground.

Both ground and aerial applications should be made when meteorological conditions are conducive to keeping the spray cloud close to the ground, such as when an air temperature inversion is present. Applications during the cool hours of early morning or evening are preferable. Air temperatures should be greater than 50° F when conducting all types of applications. Application in calm air conditions is to be avoided. Apply only when ground wind speed is greater than 1 mph. Do not apply when wind speeds exceed 10 mph. Applications cannot exceed the recommended rates.

For use by federal, state, tribal, or local government officials responsible for public health or vector control, or by persons certified in the appropriate category or otherwise authorized by the state or tribal lead pesticide regulatory agency to perform adult mosquito control applications, or by persons under their direct supervision.

Do not re-treat a site more than once in 3 days. Do not exceed 25 applications at 0.007 lbs. of permethrin per acre per application or 0.025 lbs. PBO

per acre per application, or 0.18 lbs. of permethrin per acre per season or 2.0 lbs. PBO per acre per year. When targeting *Aedes Taeniorhynchus* and other difficult species, applications of PBO may be made up to 0.08 lbs. PBO per acre. More frequent treatments may be made to prevent or control a threat to public and/or animal health determined by a state, tribal or local health or vector control agency on the basis of documented evidence of disease causing agents in vector mosquitoes or the occurrence of mosquito-borne disease in animal or human populations, or if specifically approved by the state or tribe during a natural disaster recovery effort.

KONTROL 4 - 4 can be applied over specific growing crops and range grasses prior to harvest for the control of adult mosquitoes and biting flies within or adjacent to these areas. Application can only be made where the following crops are present:

Alfalfa	Celery	Filbert	Pears
Almonds	Cherries	Garlic	Pepper, bell
Apples	Corn, fodder	Range Grasses	Pistachio
Artichoke, globe	Corn, forage	Horseradish	Potato
Asparagus	Corn, grain (field and pop)	Leafy Vegetables (except Brassica)	Soybeans
Avocado	Corn, stover	Lettuce, head	Spinach
Broccoli	Corn, sweet kernel plus cob	Mushrooms	Tomatoes
Brussels Sprouts	with husks removed	Onion, dry bulb	Vegetable, cucurbits
Cabbage	Eggplant	Peaches	Walnuts
Cauliflower			

In the treatment of corrals, feedlots, animal confinements/houses, swine lots, poultry ranges and zoos, cover any exposed drinking water, drinking fountains and animal feed before application. Do not contaminate non-approved sites with spray drift.

GROUND-BASED APPLICATION INSTRUCTIONS (Non-Thermal Application)

DROPLET SIZE CALIBRATION FOR GROUND-BASED APPLICATION EQUIPMENT: Spray equipment must be adjusted so that the volume median diameter is less than 30 microns ($Dv\ 0.5 < 30\ \mu m$) and that 90% of the spray is contained in droplets smaller than 48 microns ($Dv\ 0.9 < 48\ \mu m$). Directions from the equipment manufacturer or vendor, pesticide registrant or a test facility using a laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rate(s) are properly calibrated.

Suggested Dilution Rates to Achieve 0.00175# a.i. per Acre

HAND HELD THERMAL FOGGERS 50 FT SWATH AT 2 MPH 0.00310# A.I. PER ACRE				
MACHINE OUTPUT GAL/HOUR	DILUTION RATIO WITH FOG OIL 5MPH	DILUTION RATIO WITH FOG OIL 10 MPH	MACHINE OUTPUT	DILUTION RATE
10 gal/hr	1 : 9.5	1 : 4.25	0.25 gal/hr	1 : 1.2
20 gal/hr	1 : 20	1 : 9.5	2.0 gal/hr	1 : 16.4
30 gal/hr	1 : 30	1 : 14.75	5.0 gal/hr	1 : 42.4
			8.0 gal/hr	1 : 68.4

NON-THERMAL AEROSOL FOGGER APPLICATION

KONTROL 4 - 4 ULV Non-Thermal Aerosol Fogger Application: To control mosquitoes, midges and blackflies, apply **KONTROL 4 - 4** using any standard ULV ground applicator capable of producing a non-thermal aerosol spray. Apply the product at a flow rate of 4.1 to 16.2 ounces per minute at an average vehicle speed of 10 mph. If different vehicle speed is used, adjust the rate accordingly. These rates are equivalent to 0.00175 to 0.007 pounds of permethrin and the same amount of 0.00175 to 0.007 pounds of synergist piperonyl butoxide per acre. Vary flow rates accordingly to vegetation density and mosquito population. Use higher flow rates in heavy vegetation or when populations are high. An accurate flow control system must be used to ensure proper flow rate. **KONTROL 4 - 4** may also be applied by diluting with a suitable solvent such as mineral oil and applying so as not to exceed the maximum pounds of active ingredient per acre as shown in the first column of the ULV table shown below. That table represents some suggested application rates for ground ULV applications. If an alternative dilution rate is used, adjust the flow rate accordingly.

Conditions and Rates to use KONTROL 4 - 4 Undiluted for Mosquito Control

PERMETHRIN/PBO LBS. A.I./ACRE	APPLICATION RATES/FLUID OUNCES TO USE PER MINUTE			
	5 mph	10 mph	15 mph	20 mph
0.007/0.007	8.1	16.2	24.4	32.5
0.0035/0.0035	4.0	8.1	12.2	16.2
0.00175/0.00175	2.0	4.1	6.1	8.2

AERIAL APPLICATION INSTRUCTIONS

The use of aircraft specially equipped and capable of applying ULTRA LOW VOLUMES of KONTROL 4 - 4 may be necessary.

DROPLET SIZE CALIBRATION FOR AERIAL APPLICATION EQUIPMENT:

Aerial Application made at ≤ 200 above ground elevation: Spray equipment must be adjusted so that the volume median diameter produced is less than 60 microns ($D_v 0.5 < 60 \mu m$) and that 90% of the spray is contained in droplets smaller than 100 microns ($D_v 0.9 < 100 \mu m$). The effects of flight speed and, for non-rotary nozzles, nozzle angle on the droplet size spectrum must be considered. Directions from the equipment manufacturer or vendor, pesticide registrant or a test facility using a wind tunnel and laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rate(s) are properly calibrated.

Aerial Application made at >200 above ground elevation: Spray equipment must be adjusted so that the volume median diameter produced is less than 70 microns ($D_v 0.5 < 70 \mu m$) and that 90% of the spray is contained in droplets smaller than 145 microns ($D_v 0.9 < 145 \mu m$). The effects of flight speed and, for non-rotary nozzles, nozzle angle on the droplet size spectrum must be considered. Directions from the equipment manufacturer or vendor, pesticide registrant or a test facility using a wind tunnel and laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rate(s) are properly calibrated.

Do not apply by fixed wing aircraft at a height less than 100 feet, or by helicopter at a height less than 75 feet unless specifically approved by the state or tribe based on public health needs.

Apply at a sufficient airspeed to deliver the appropriate amount of a.i./acre (from 0.00175 to 0.007 # a.i./acre) and to achieve the appropriate droplet range. Flight speed and nozzle orientation must be considered in determining droplet size. Apply when wind speed is greater than 1 mph.

The spray boom should be mounted on the aircraft as to minimize drift caused by wingtip or rotor vortices. The minimum practical boom length should be used and must not exceed 75% of the wing span or 90% rotor diameter.

STORAGE AND DISPOSAL

Do not contaminate water, food or feed by storage or disposal.

Pesticide Storage and Spill Procedures: Keep this product in its tightly closed original container when not in use. Store in a cool, dry (preferably locked) area that is designated for such insecticides and also inaccessible to children and animals. Avoid exposure to extreme temperatures. In case of spillage, soak up with absorbent material, such as sawdust or fullers' earth, sweep up and place in a labeled container and dispose of as follows.

Pesticide Disposal: Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility.

Container Handling: Nonrefillable Container: Metal or Plastic Container. Do not reuse or refill container. Triple rinse or pressure rinse container (or equivalent) promptly after emptying. Offer for recycling, if available, reconditioning if appropriate, or puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities.

Triple rinse as follows:

Containers 5 gallons or less: Empty the remaining contents into application equipment and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Once cleaned, offer for recycling if available or reconditioning if appropriate, or puncture and dispose of in a sanitary landfill or by other procedures approved by State and local authorities. Do not cut or weld metal containers.

Containers larger than 5 gallons: Empty the remaining contents into application equipment. Fill the container 1/4 full with water. Replace and tighten closures. Tip container on its side and roll back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times. Once cleaned, offer for recycling if available or reconditioning if appropriate, or puncture and dispose of in a sanitary landfill or by other procedures approved by State and local authorities.

Pressure rinse as follows (all sizes): Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of the container and rinse at about 40 PSI for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

BULK STORAGE AND DISPOSAL

AGITATE BEFORE USE

Do not contaminate water, food or feed by storage or disposal. Open dumping is prohibited.

Storage: Ground water contamination may be reduced by diking and flooring of permanent liquid bulk storage sites with an impermeable material.

Pesticide Disposal: Pesticide spray mixture or rinsate that cannot be used according to label instructions must be disposed of according to Federal and local procedures under Subtitle C or the Resource Conservation and Recovery Act.

NOTICE: Buyer and user assume all risks and liability of use, storage and/or handling of this product not in accordance with the terms of this label.

BUYER GUARANTEE LIMITED TO LABEL CLAIMS

Univar Environmental Sciences
11305 Four Points Drive
Building 1, Suite 210
Austin, Texas 78726

EPA Registration Number: 73748-4

INVITATION TO BID (ITB) & RESPONDENT'S ACKNOWLEDGEMENT

ITB TITLE:
Mosquito Control Adulticide for Okaloosa County
Public Works

ITB NUMBER:
ITB PW 22-20

<u>ISSUE DATE:</u>	December 16, 2019	8:00 A.M. CST
<u>LAST DAY FOR QUESTIONS:</u>	December 31, 2019	3:00 P.M. CST
<u>ITB OPENING DATE & TIME:</u>	January 15, 2020	3:00 P.M. CST

NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this ITB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received by the Okaloosa County Clerk of Court. All envelopes containing sealed bids must reference the "ITB Title" and "ITB Number". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME ES OPCO USA LLC (UNIVAR)
MAILING ADDRESS 7501 Municipal Dr. Orlando FL. 32819
CITY, STATE, ZIP Orlando, FL. 32819
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 84-3689531
TELEPHONE NUMBER: 912-764-1407 EXT: _____ FAX: _____
EMAIL: Jason.Conrad@univar.com

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

AUTHORIZED SIGNATURE: [Signature] TYPED OR PRINTED NAME Jason Conrad
TITLE: Specialist DATE 1-11-20

NOTICE TO RESPONDENTS
ITB PW 20-22

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **3:00 p.m. (CST) January 15, 2020**, for **Mosquito Control Adulticide for Okaloosa County Public Works**.

Interested respondents desiring consideration shall provide one (1) original and two (2) copies (total of 3) of their Invitation to Bids (ITB) response with the requested quotes. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical.

All originals must have original signatures in blue ink. Bid documents are available for download by accessing the Okaloosa County website at <http://www.myokaloosa.com/purchasing/home> then accessing the link "View Current Solicitations & Public Notices" or by accessing the Florida Purchasing Group website at <http://www.floridabidsystem.com/Bids/ViewOpenSolicitations.asp>

At **3:00 p.m. (CST) on January 15, 2020** all bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the Respondent's name and "**Mosquito Control Adulticide for Okaloosa County Public Works**." The County will consider all bids properly submitted at its scheduled bid opening in the **Okaloosa County Courthouse** located at 101 E. James Lee Boulevard, Room 282, Crestview, FL 32536. If delivering on the bid opening day, delivery must be in person to 101 E. James Lee Boulevard, Room 282, Crestview, FL 32536.

****NOTE: MUST RING DOORBELL TO GAIN ENTRANCE INTO ROOM 282. THE CLERK WILL COME ACCEPT YOUR PACKAGE OR SHOW YOU TO THE CONFERENCE ROOM FOR THE SCHEDULED BID OPENING****

NOTE: THE NEW CRESTVIEW COURTHOUSE HAS SECURITY AT ENTRY POINT-PLEASE ALLOW FOR TIME TO GET THROUGH SECURITY WHEN ARRIVING FOR THE BID OPENING.

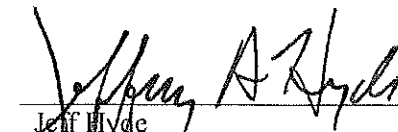
NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery services assume all risks of late or non-delivery.

The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting Agreement that is in its best interest and its decision shall be final. The County reserves the right to award to multiple vendors if it is in the best interest of the County.

Any Respondent failing to mark outside of the envelope as set forth herein may not be entitled to have their bid considered.

All bids shall be addressed as follows:

Mosquito Control Adulticide for Okaloosa County Public Works
Okaloosa County Courthouse
101 E. James Lee Boulevard
Room 282, Crestview, FL 32536
ITB PW 22-20



Jeff Hyde
Purchasing Manager

12/12/2019

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Chairman

SPECIFICATIONS

BID #: ITB PW 22-20

BID ITEM: Mosquito Control Adulticide for Okaloosa County Public Works.

GENERAL

The intent of this solicitation is to enter into a contract with a qualified vendor to provide an adulticide which contains at least Permethrin chemical 4% (no more than 5%), or, an adulticide chemical such as Control 4-4 (name-brand or equal to) to be utilized in mosquito control efforts for the Okaloosa County Public Works Department.

SPECIFICATIONS:

The County will accept an "or equal to" product as long as the product meets the Florida Department of Agriculture & Consumer Services (FDACS) definition of adulticide, IAW Florida Administrative Code Chapter 5E-13 and the product contains at least Permethrin chemical 4% (no more than 5%). Below quantities are an approximate quantity, which is estimated to be delivered in FY20.

Adulticide (275 Gallon Tote) = 4,400 Gallons total

The quantities listed are approximate and represent the estimated requirements for a 12-month period. There is no obligation on the part of the County to purchase any part or all of the quantities listed. The County reserves the right to purchase more than or less than the quantities listed, depending upon actual requirements, during the life of the agreement.

- **Please quote separately other size containers available for the above products.**
- **Okaloosa County reserves the right to add any size containers to the contract.**

PROCEDURE FOR REQUESTING SUBSTITUTION:

- a. In order for the County to determine if a proposed substitute item shall be allowed - the specified information below shall be submitted no later than the last day for questions deadline of December 31, 2019 at 3 p.m.
- b. Written requests must be submitted to the Purchasing Department- Attn: Jesica Darr.
- c. Transmittal Contents: Product identification, Manufacturer's name, product specifications and Material Safety Data Sheet (MSDS).

SPECIAL REQUIREMENTS –

- a. Furnish one (1) copy of a current Material Safety Data Sheet (MSDS) with each delivery.
- b. If County employees and/or equipment assist in loading and/or unloading or products, the successful bidder will be responsible for full payment of all claims for losses, injuries, damages and liabilities to person(s) or property occasioned wholly or in part by the acts or omissions of the contractor, his agents, officers or employees.

QUANTITIES - The quantity is measured in gallons. The approximate delivery quantities, estimated to be delivered for FY20 are as follows: 1,650 gallons are required to be delivered to 1759 S. Ferndom Blvd., Crestview FL and 2,750 gallons are required to be delivered to 84 Ready Avenue, Fort Walton Beach FL.

INSPECTION - All delivered items shall be subject to inspection. All containers must be clean and in safe operating condition. In case any articles are found to be defective, are damaged during shipping, or otherwise not in conformity with the specification requirements, the County shall have the right to reject such articles and respondent will be required to replace the articles at no cost to the County.

DELIVERY - The successful respondent shall deliver all required items through truck delivery to two separate delivery points, as requested, to the County addresses, as follows: 1759 S. Ferndom Blvd., Crestview FL, 32536 and 84 Ready Avenue, Fort Walton Beach FL, 32548. Attn: Brian Shephard, Mosquito Control. The County will directly contact vendor for placement of order(s) to entail: quantities, delivery locations/addresses and delivery times. The product amounts required will be delivered no later than 10 business days after receipt of order.

For delivery time and information contact Brian Shephard at 850-978-9333 Monday to Thursday from 9:00 a.m. – 3:00 p.m. to coordinate shipping delivery.

Deliveries will be made Monday to Thursday from 9:00 a.m. – 3:00 p.m. No Friday deliveries.

PAYMENT – The respondent shall be paid upon submission of invoice(s) and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Department, 101 E. James Lee Blvd, Crestview, FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoice(s) must show contract number. The Florida Department of Health Zika Grant will apply to the payment of the deliveries.

CONTRACT TIME - The term of the contract is for one (1) year, with four (4) one (1) year renewal options. The term of the resulting contract shall begin when all parties have signed and continue through completion, inspection and acceptance of products.

INFORMATION – Questions about this ITB should be directed to Jessica Darr, Purchasing department, jdarr@myokaloosa.com. Any changes by the County to specifications shall be in writing in the form of an addendum and furnished to all bidders. Verbal information obtained otherwise, should not be relied upon and will not be considered in awarding of bids.

The County reserves the right to award to more than one vendor if it is determined to be in the best interest for the County.

GENERAL SERVICES INSURANCE REQUIREMENTS

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until obtaining all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.

3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable the County shall be shown as an Additional Insured with a waiver of subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered a breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must follow all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 (One Million Dollars) combined single limit each

accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and/or other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 302 N Wilson Street, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered a breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement. An Excess liability policy must be submitted indicating which policy it applies to.

GENERAL BID CONDITIONS

1. PRE-BID ACTIVITY -

Respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Email: jdarr@myokaloosa.com
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference ITB & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda, and will be posted to and the Okaloosa County website at <http://www.myokaloosa.com/purchasing/current-solicitations> and the Bidet website at <https://www.bidnetdirect.com/florida>.

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

2. **PREPARATION OF BID** – The bid form is included with the bid documents. Additional copies may be obtained from the County. The respondent shall submit bids in accordance with the public notice.

All blanks in the bid documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words “No Bid”, “No Change”, or “Not Applicable” entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numerical figures, the written amount shall govern. Any bid which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids may be rejected.

A bid submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A bid submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A bid submitted by an individual shall show the respondent’s name and official address.

A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature. It is preferred that all signatures be in blue ink with the names type or printed below the signature. Okaloosa County does not accept electronic signatures.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent’s authority, qualification and certification to do business as an out-of-state corporation in the State of Florida. For example, evidence can be provided by including a copy of a certificate of good standing from the Florida Department of State. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes. The County will not award a contract to a vendor not certified to do business in the state of Florida.

3. **INTEGRITY OF BID DOCUMENTS** - Respondents shall use the original Bid documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wishes to propose must be clearly stated in the respondent’s response in the form of an addendum to the original bid documents.
4. **SUBMITTAL OF BID** – A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in an opaque sealed

envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the bid is submitted), the name and address of the respondent, and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

Note: Crestview is not a next day delivery site for overnight carriers.

- 5. MODIFICATION & WITHDRAWAL OF BID** - 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 for the opening of bids.

If within 24 hours after bids are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its bid, that respondent may withdraw its bid, and the bid security may be returned. Thereafter, if the work is rebid, that respondent will be disqualified from 1) further bidding on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

- 6. BIDS TO REMAIN SUBJECT TO ACCEPTANCE** – All bids will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the bid opening, but the County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.
- 7. IDENTICAL TIE BIDS** – In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.
- 8. CONDITIONAL & INCOMPLETE BIDS** - Okaloosa County specifically reserves the right to reject any conditional bid and bids which make it impossible to determine the true amount of the bid.
- 9. PRICING** – The bid price shall include all equipment, labor, materials, freight, taxes etc. Okaloosa County reserves the right to select that bid most responsive to our needs.
- 10. ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.
- 11. SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.
- 12. APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

13. DISQUALIFICATION OF RESPONDENTS - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:

- a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
- b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
- c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
- d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- f. Default under previous contract.
- g. Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

14. AWARD OF BID

- a. Okaloosa County Review - Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.
- b. The County will award the bid to the responsive and responsible vendor(s) with the lowest responsive bid(s), and the County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.
- c. Okaloosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.
- d. Okaloosa County specifically reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately and no attempt is to be made to tie any item or items to any other item or items.

15. DISCRIMINATION - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award 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.

16. PUBLIC ENTITY CRIME INFORMATION - Pursuant to Florida Statute 287.133, a respondent 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.

17. CONFLICT OF INTEREST - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their bids the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

18. REORGANIZATION OR BANKRUPTCY PROCEEDINGS – Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

19. INVESTIGATION OF RESPONDENT – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

20. CONE OF SILENCE CLAUSE - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**Cone of Silence Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

All communications shall be directed to the Purchasing Department. Failure to adhere to the Cone of Silence may result in a rejection of your response.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

21. REVIEW OF PROCUREMENT DOCUMENTS - Per Florida Statute 119.071(1)(b) 2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

22. COMPLIANCE WITH FLORIDA STATUTE 119.0701 - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

23. PROTECTION OF RESIDENT WORKERS – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

24. SUSPENSION OR TERMINATION FOR CONVENIENCE - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

25. FAILURE OF PERFORMANCE/DELIVERY - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.

26. AUDIT - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract.

27. EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

28. NON-COLLUSION – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

29. UNAUTHORIZED ALIENS/PATRIOT'S ACT – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such

steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

30. ACCEPTANCE - Delivery of material to Okaloosa Board of County Commissioners does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the material meets contract specifications and conditions as listed. Should the delivered material differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. The Purchasing Department shall be notified of the deviation in writing within 10 days and the provisions of the delivery paragraph shall prevail. If the proposed corrective action is not acceptable to Okaloosa County, the final acceptance of the material shall remain the property of the supplier and the county shall not be liable for payment for any portion thereof.

31. THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED WITH THE BID PACKET. FAILURE TO SUBMIT ALL REQUIRED FORMS SHALL RESULT IN YOUR SUBMITTAL BEING DEEMED NON-RESPONSIVE:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence Form
- E. Recycled Content Form
- F. Indemnification and Hold Harmless
- G. Prohibition to Lobbying
- H. Company Data
- I. System of Awards Management
- J. Addendum Acknowledgement
- K. Bid Sheet
- L. Anti-Collusion Statement
- M. Governmental Debarment & Suspension
- N. Vendors on Scrutinized Companies List
- O. Exhibit "C" General Funding Special Conditions

(Remainder of Page Intentionally Left Blank)

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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 quote 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 quote, 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, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

DATE: 1-11-20

SIGNATURE: 

COMPANY: ES opco USA LLC

NAME: Jason Conrad
(Typed or Printed)

ADDRESS: 7501 Municipal
Drive, Orlando, FL.
32819

TITLE: Specialist

E-MAIL: jason.conrad@univer.com

PHONE NO.: 912-704-1407

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: ES opco USA LLC

BY (PRINTED): Jasen Conrad

BY (SIGNATURE): 

TITLE: Specialist

ADDRESS: 7501 Municipal Drive

Orlando FL 32819

PHONE NO. 912-704-1407

E-MAIL jasen.conrad@conivar.com

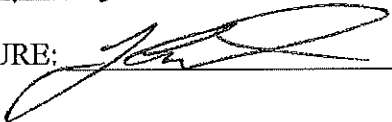
DATE 1-11-20

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

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

DATE: 1-11-20

SIGNATURE: 

COMPANY: ES APCO USA LLC

NAME: Jason Conrad

ADDRESS: 7501 Municipal Dr. Orlando FL. 32819

TITLE: Specialist

E-MAIL: jason.conrad@univar.com

PHONE NO.: 912-704-1407

CONE OF SILENCE CLAUSE

The Board of County Commissioners have established a solicitation silence policy (**Cone of Silence**) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners, the County Administrator, county employees or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Director or an appointed representative. It shall be the Purchasing Director decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

 _____ representing ES opco USA LLC
Signature Company Name

On this 11th day of January 2020 hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin _____ or Recycled _____ (Check the applicable blank). If recycled, what percentage _____%.

Product Description: Pesticide

2. Is your product packaged and/or shipped in material containing recycled content?

Yes _____ No _____

Specify: a percentage of our poly totes are made from recycled plastic

3. Is your product recyclable after it has reached its intended end use?

Yes _____ No _____

Specify: our poly totes used are recyclable

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Respondent: ES OPCA USA LLC

E-Mail: jason.conrad@univar.com

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

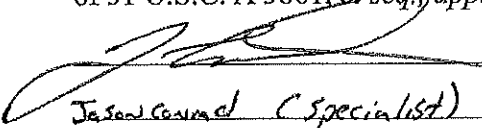
The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, ES Opco USA LLC, 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. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official

Jason Conrad (Specialist) Name and Title of Contractor's Authorized Official

1-11-20 Date

COMPANY DATA

Respondent's Company Name:

ES opco USA LLC (Univar)

Physical Address & Phone #:

7501 Municipal Drive

Orlando FL 32819

912-704-1407

Contact Person (Typed-Printed):

Jason Conrad

Phone #:

912-704-1407

Cell #:

912-704-1407

Federal ID or SS #:

84-3689531

DUNNS #:

Please see attached letter

Respondent's License #:

Florida Pesticide Dealers Lic. # DL 4254

Fax #:

Emergency #'s After Hours,
Weekends & Holidays:

912-704-1407

Email Address:

jason.conrad@univar.com

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Trade style, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

Offerors SAM information:

Entity Name: ES OPCC USA LLC

Entity Address: 7501 Municipal Drive, Orlando FL 32819

Duns Number: Please see attached letter

CAGE Code: 11 11 11 11

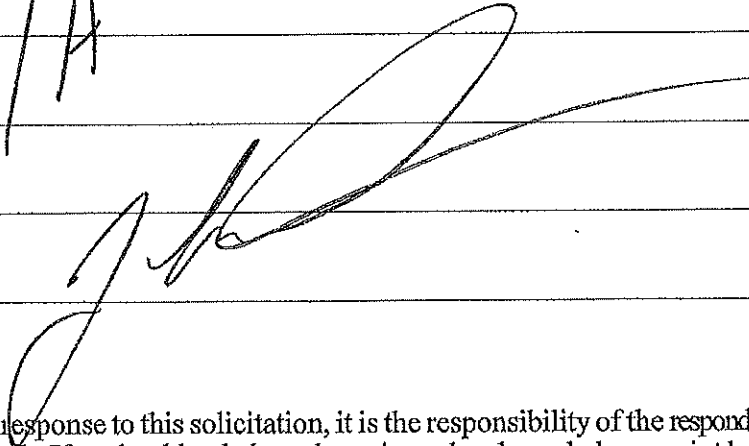
ADDENDUM ACKNOWLEDGEMENT

ITB PW 22-20

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

ADDENDUM NO. _____ **DATE** _____

N/A

A large, stylized handwritten signature in black ink, written across several horizontal lines. The signature is cursive and appears to be a name with a long, sweeping underline.

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

BID SHEET

BID NUMBER: ITB PW 22-20

BID ITEM: MOSQUITO CONTROL ADULTICIDE

The intent of this bid is to enter into contract with a qualified vendor to provide 4,400 gallons of Mosquito Control Adulticide delivered to the Okaloosa County mosquito Control Facilities in Crestview and Ft. Walton Beach during FY 20.

** The future requirements for product have not been determined as of date of solicitation

Adulticide 275-gallon tote *Kontrol 4-4* \$ *4,166.²⁵ / 100* each

TOTAL BID AMOUNT 4,400 gallons of Adulticide (to include delivery) \$ *66,660.⁰⁰ / 100*

Additional Size Products if Available:

Size: *30 gal* \$ *465* each

Size: *2.5 gal* \$ *40* each

Size: _____ \$ _____ each

Government Debarment & Suspension

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge

and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

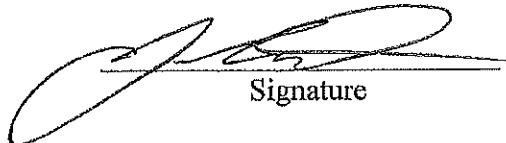
**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING
CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Jason Conrad Specialist
Printed Name and Title of Authorized Representative


Signature

1-11-20
Date

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate ES opco USA LLC, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed 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, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, 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 has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

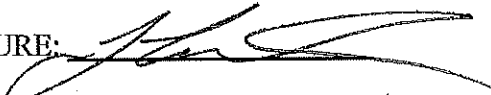
DATE: 1-11-20 SIGNATURE: 
COMPANY: ES opco USA LLC NAME: Jason Conrad
(Typed or Printed)
ADDRESS: 7501 Manikjel TITLE: Specialist
Drive, Orlando
FL. 32819 E-MAIL: jason.conrad@enivert.com
PHONE NO.: 912-704-1467

EXHIBIT C
GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

Either this solicitation is fully or partially Grant funded. Respondents shall comply with the clauses as enumerated below.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE):** The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination

made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

8. **Copeland Anti Kick Back Act**: If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be following 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q)** and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any

Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

13. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
14. **Procurement of Recovered Materials:** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
15. **Access to Records and Reports:**
Contractor will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.
16. **Record Retention:**
Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.
17. **Federal Changes:** Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
18. **Termination for Default (Breach or Cause):**

Contracts in excess of \$10,000 – If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

19. Safeguarding Personal Identifiable Information

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

20. Prohibition on utilization of cost plus a percentage of cost contracts: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

21. Prohibition on utilization of time and material type contracts: The County will not award contracts based on a time and material basis if the contract contains Federal funding.

22. Disputes: Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the County. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County.

23. Energy Policy and Conservation Act (43 U.S.C. §6201)

All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

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

DATE: 1-11-20

SIGNATURE: 

COMPANY: ES opco USA, LLC

NAME: Jason Conrad

ADDRESS: 7501 Municipal Dr.
Orlando FL 32819

TITLE: Specialist

E-MAIL: jasen.conrad@psivac.com

PHONE NO.: 912-764-1407

DRAFT CONTRACT

Please note: this contract is a draft for bidder to view and understand the County’s standard terms and conditions, it is subject to revisions. By submitting a bid/proposal bidder/respondent understands and acknowledges that the draft contract is not an offer. Bidders/respondents are not to sign this draft contract.

AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA
AND
CONTRACT ID

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made this _____, day of _____, 20_____, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the “County”), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and _____, a _____ authorized to do business in the State of Florida (hereinafter referred to as “Contractor”) whose Federal I.D. # is _____.

RECITALS

WHEREAS, the County is in need of a contractor to provide _____ (“Services”); and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County went through a competitive selection via a sealed Invitation to Bid (ITB) _____ to perform these Services. A copy of the procurement Contractor’s response is included as Attachment “A”; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount of _____ Dollars (\$ _____), as further detailed below.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

- Attachment “A” – Procurement _____ and Contractor’s Response;
- Attachment “B” – Insurance Requirements;
- Attachment “C” – Title VI list of pertinent nondiscrimination acts and authorities;
- Attachment “D” – Scrutinized Companies Certification;

2. **Services.** Contractor agrees to perform the following services,

The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. **Term and Renewal.** The term of this Agreement shall begin _____, and shall continue for a period of _____() _____ from the date of full execution of this Agreement, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 8 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This agreement may not be renewed; or

This agreement may be renewed upon mutual written agreement of the parties for a period of up to _____, _____ renewals.

4. **Compensation.** The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of _____ Dollars (\$ _____).

a. Contractor shall submit an invoice to the County upon _____. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.

b. **Disbursement.** Check one:

There are no reimbursable expenses associated with this Agreement.

The following are reimbursable expenses associated with this Agreement:

c. **Payment Schedule.** Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

d. **Availability of Funds.** The County's performance and obligation to pay under this Agreement is

contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor () days to cure such default. If the default remains uncured after _____ () days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
- i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
- ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(I) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

9. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the

contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

10. **Audit.** The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

11. **Notices.** All notices and other communications required or permitted to be given under

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this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (I) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:		With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:		

12. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

13. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to decide as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

14. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of

1964.

15. Compliance with Nondiscrimination Requirements. During the performance of this

a. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

b. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

c. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

d. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

e. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will act with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including

sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

16. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

17. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

18. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

19. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

20. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is

attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

21. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

22. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made

in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

23. **Inconsistencies and Entire Agreement.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments "A", "B", "C", and "D".

24. **Severability.** If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

25. **Entire Agreement.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

26. **Representation of Authority to Contractor/Signatory.** The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

WITNESS:

Signature

BY: _____

Print Name

WITNESS:

OKALOOSA COUNTY, FLORIDA

Print Name

BY: _____
John Hofstede, County Administrator

Sample Contract – Do Not Sign

This Sample Contract is subject to revision and not binding until fully approved by the BOCC and executed by all parties.

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Attachment “A”

Attachment “B”

Insurance Requirements

Attachment “C” Civil Rights Clauses

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes

discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100):

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

**Attachment "D" Scrutinized
Contractor's Certificate**

DRAFT CONTRACT

Please note: this contract is a draft for respondent to view and understand the County's standard terms and conditions, it is subject to revisions. By submitting a bid/proposal bidder/respondent understands and acknowledges that the draft contract is not an offer. Bidders/respondents are not to sign this draft contract

GENERAL SERVICES INSURANCE REQUIREMENTS

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until obtaining all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable the County shall be shown as an Additional Insured with a waiver of subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered a breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must follow all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.

3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 (One Million Dollars) combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations

4. Personal and Advertising Injury

\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and/or other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 302 N Wilson Street, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered a breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement. An Excess liability policy must be submitted indicating which policy it applies to.



Attachment “C”

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*)