

**AGREEMENT BETWEEN SANTA ROSA COUNTY, FLORIDA  
AND FLORIDA PEST CONTROL**

**THIS AGREEMENT** (hereinafter referred to as the “Agreement”) is made this 13th, day of January, 2022, by and between Santa Rosa County, a political subdivision of the state of Florida, (hereinafter referred to as the “County”), with a mailing address of 6495 Caroline Street, Milton, Florida 32570, and Florida Pest Control a for profit organization authorized to do business in the State of Florida a whose mailing address is 4920 Glover Lane, Milton, FL 32570 (hereinafter referred to as “Contractor”) whose Federal I.D. # is 23-1568350.

**RECITALS**

**WHEREAS**, the County is in need of a contractor to provide Pest Control Services at various Santa Rosa County Locations (“Services”); and

**WHEREAS**, pursuant to the Santa Rosa County Purchasing Manual, the County issued a Request for Proposal to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor’s responsive to the procurement 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 annual amount Not To Exceed One Hundred Seven Thousand, Eight Hundred Ninety Two Dollars (\$107,892.00) 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” – RFP 22-007 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: Pest Control at Various Santa Rosa County Facilities. 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 upon approval of the Board of County Commissioners and shall continue for a period of One (1) Year 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 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

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

**4. Compensation.** The Contractor agrees to provide the Services to the County, including materials and labor, in a total annual amount Not to Exceed One Hundred Seven Thousand, Eight Hundred Ninety Two Dollars (\$107,892.00).

a. Contractor shall submit an invoice to the County monthly. 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.

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 Thirty (30) days to cure such default. If the default remains uncured after Forty-Five (45) 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 Santa Rosa 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, WANDA PITTS, (850) 963-1925, [wandap@santarosa.fl.gov](mailto:wandap@santarosa.fl.gov), 6945 Caroline Street, Milton, FL 32570.**

**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 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:

<b>If to the County:</b>		<b>With a copy to:</b> Facilities Department 4530 Spikes Way Milton, FL 32583
<b>If to the Contractor:</b>		<b>Florida Pest Control</b> 4920 Glover Lane Milton, FL 32570

**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 listed in Section 1.

**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.

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

**WITNESS:**

Brenda England  
Signature

Brenda England  
Print Name

BY: [Signature]  
Drake Wade, District Manager

**ATTEST:**



**SANTA ROSA COUNTY, FLORIDA**

[Signature]  
Donald C. Spencer, Clerk of Court

BY: [Signature]  
Robert A. "Bob" Cole, Chairman

**Attachment "A"**

Exhibit A

# **SANTA ROSA COUNTY, FLORIDA**



## **RFP 22-007 Pest Control Services**

November 2021

**OWNER: BOARD OF COUNTY COMMISSIONERS  
SANTA ROSA COUNTY, FLORIDA**

**SAM PARKER  
ROBERT A. "BOB" COLE  
JAMES CALKINS  
DAVE PIECH  
COLTEN WRIGHT**

**-DISTRICT I  
-DISTRICT II  
-DISTRICT III  
-DISTRICT IV  
-DISTRICT V**

# **SECTION I.**

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# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 [procurement@santarosa.fl.gov](mailto:procurement@santarosa.fl.gov)

## MEMORANDUM

TO: Company Addressed DATE: November 10, 2021

FROM: Santa Rosa County Procurement Office

SUBJECT: **RFP 22-007 Pest Control Services**

Notice is hereby given that the Board of County Commissioners of Santa Rosa County, Florida is calling for and requesting proposals properly licensed and insured contractors to provide the necessary labor and materials for pest control at various Santa Rosa County facilities. The county has several facilities that will be placed on regular treatment schedules. Several facilities will also be treated for termites in addition to regular treatments.

All bids must be in writing and delivered by hand, overnight courier service, or U.S. Mail to the Santa Rosa County Procurement Department, 6495 Caroline Street, Suite M, Milton, Florida 32570, and must be received by **10:00 A.M. on December 1, 2021** at which time will be publicly opened. Only bids received by the afore stated time and date will be considered. E-mailed proposal responses will be rejected. All bids shall be sealed and clearly labeled, "RFP 22-007 Pest Control Services". Please provide the original proposal, labeled "ORIGINAL", and one (1) copy labeled "COPY" along with one (1) electronic file in OCR (readable) PDF format.

Specifications may be secured by download from the Santa Rosa County Website: [www.santarosa.fl.gov/391/Procurement-Office](http://www.santarosa.fl.gov/391/Procurement-Office) "Bid Opportunities". Questions concerning this request should be directed to the Santa Rosa County Procurement Office in writing at [bidinfo@santarosa.fl.gov](mailto:bidinfo@santarosa.fl.gov) prior to 12:00 p.m. on **November 17, 2021**.

Santa Rosa County Board of County Commissioners encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The Board does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

The Board of County Commissioners reserves the right to waive irregularities in bids, to reject any or all bids with or without cause, and to award the bid that it determines to be in the best interest of Santa Rosa County.

By order of the Board of County Commissioners of Santa Rosa, Florida

**SECTION II.**  
**STANDARD INSTRUCTIONS AND SUBMITTAL**  
**REQUIREMENTS**

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## PRE-PROPOSAL ACTIVITY

Except as provided in this section, 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: Santa Rosa County Procurement Office, 6495 Caroline Street, Suite L Milton Fl. 32570. Email; [Bidinfo@santarosa.fl.gov](mailto:Bidinfo@santarosa.fl.gov).

All questions or inquiries must be received no later than the last day for questions stated in the RFP & Legal Notice. 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 the Santa Rosa County website at <https://www.santarosa.fl.gov> keyword; Bids.

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.

## PROPOSED SCHEDULE

Request for Proposal Published	November 10, 2021
Deadline for Questions	November 17, 2021 @ 12:00 p.m.
Proposals Due	December 1, 2021 @ 10:00 a.m.

## PREPARATION OF RFP

The respondent shall submit proposals in accordance with the public notice.

Any proposal 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 may be rejected.

A proposal 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 proposal 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 proposal submitted by an individual shall show the respondent's name and official address.

A proposal 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. Santa Rosa County does not accept electronic signatures in proposal submissions.



The proposal 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 and qualification to do business as an out-of-state corporation in the State of Florida. 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 proposal shall be based upon the completion of the Work according to the drawings and specifications, together with all addenda thereto.

### SUBMITTAL OF PROPOSAL

A proposal 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 sealed and clearly labeled with the words "RFP 22-007 Pest Control Services", name of respondent/firm and date and time of opening so as to guard against premature opening of any bid and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by email, facsimile, or telephone will NOT be accepted.

### INTEGRITY OF PROPOSAL DOCUMENTS

Respondents shall use the original documents provided by the Santa Rosa County Procurement Office and enter information only in the spaces where a response is requested. Respondents may use an attachment to the documents if sufficient space is not available. Any modifications or alterations to the original 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.

### WITHDRAWAL OF SUBMITTALS

Any Respondent may withdraw its Submittal, either personally or by written request, at any time prior to the scheduled time for opening Submittals.

### INTERPRETATION

No oral interpretation will be made to any Respondent as to the meaning of the drawings or specifications. Every interpretation made to a Respondent will be in the form of an Addendum to the specifications. Addenda will be furnished to each Respondent, but it shall be the Respondent's responsibility to make inquiry as to Addenda issued. All such addenda shall become part of the contract and all Responders shall be bound by such Addenda whether or not received by the Responders.

### PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

All responses will remain subject to acceptance or rejection by Santa Rosa County for sixty (60) calendar days after the day of the response opening. The County may, in its sole discretion, release any response and return the response security prior to the end of this period.

### CONDITIONAL & INCOMPLETE PROPOSALS

Santa Rosa County specifically reserves the right to reject any conditional response.

### ADDITION/DELETION OF ITEM

The County reserves the right to add or delete any item from this response or resulting contract when deemed to be in the County's best interest.

### 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 proposal specifications. Respondent must also explain any deviation from the proposal 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.

### FAMILIARITY WITH LAWS

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.

### EXAMINATION OF DOCUMENTS AND SITE

Before submitting their proposal, the Respondent shall familiarize themselves with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. Respondent shall also examine all drawings, specifications, addenda and other Contract Documents to be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract.

### RIGHT TO REJECT PROPOSAL

The Owner reserves the right to waive informalities in bids to reject any or all proposals with or without cause and accept the proposal that in its judgment is in the best interest of the County.

## DISQUALIFICATION OF RESPONDENTS

Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:

Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.

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.

Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

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. Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

## DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses 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.

## REVIEW OF PROCUREMENT DOCUMENTS

Per Florida Statute 119.071 (1) 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 responses, proposals, or final replies, whichever is earlier.

## 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.

**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 (850) 983-1925, [wandap@santarosa.fl.gov](mailto:wandap@santarosa.fl.gov); 6495 CAROLINE STREET, SUITE C, MILTON, FLORIDA 32570.

#### 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.

#### FAILURE OF PERFORMANCE/DELIVERY

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

#### 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.

#### 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.

#### 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.

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

#### 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.

#### CONE OF SILENCE CLAUSE

The Santa Rosa 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 Procurement Office. The period commences from the date of advertisement until award of contract. All communications shall be directed to the Procurement Office.

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

#### EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

Santa Rosa County Staff will review all bids and will provide the recommendation to award to the Procurement Office, the County Administrator and the Board of County Commissioners. The County will award the bid to the responsive and responsible vendor(s) with the lowest responsive bid(s). 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. Santa Rosa 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.

Santa Rosa County reserves its right to reject any or all Responses, including without limitation nonconforming, nonresponsive, unbalanced or conditional Bids. The County further reserves the right to reject the Response of any Responder whom it finds after reasonable inquiry and evaluation to not be responsible. In evaluating Responses, the County may consider the qualifications of Responders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted with the Response.

Santa Rosa County reserves the right to waive any informalities or reject any and all Responses, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this Response and to accept the Response that in its judgment will best serve the interest

of the County.

FORM OF AGREEMENT

The Contract form shall be provided by the Procurement Office. The successful contractor shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the County Procurement Office all required contract documents. The awarded contractor shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by Santa Rosa County Procurement Office before the successful contractor may proceed with the work.

**Santa Rosa County**  
**Insurance Requirements**  
**March 2021**

**Workers' Compensation** – meet statutory limits in compliance with the Workers Compensation Laws of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

**Commercial General Liability** – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:

- a. Premises/operations
- b. Products/complete operations
- c. Contractual liability
- d. Independent contractors

**Business Auto Liability** – coverage shall provide minimum limits \$500,000. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of 500,000 per person/500,000 per accident and 500,000 for property damage are required.

This shall include coverage for:

- a. Owned autos
- b. Hired autos
- c. Non-owned autos

Special Requirements:

- 1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:
  - a. Santa Rosa County shall be named as an additional insured on all coverages except workers' compensation.

b. Santa Rosa County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.

2) It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

***3) It should be noted that these are minimum requirements which are subject to modification in response to specialized or high hazard operations.***

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.



**SECTION IV.**  
**PROJECT MANUAL, SPECIFICATIONS, PLANS AND**  
**SUPPORTING DOCUMENTATION**

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## REQUEST FOR PROPOSAL

### Pest Control Service

Santa Rosa County is accepting sealed proposals from experienced contractors to provide the necessary labor and materials for pest control at various Santa Rosa County facilities. The county has several facilities that will be placed on regular treatment schedules. Several facilities will also be treated for termites in addition to regular treatments. The County reserves the right to issue contracts to multiple vendors.

## REQUEST FOR PROPOSAL

### Pest Control Service

#### PURPOSE

**Santa Rosa County is accepting sealed proposals from qualified entities to provide the necessary labor and materials for pest control at various facilities within Santa Rosa County.** Santa Rosa County anticipates that several facilities will be placed on regular treatment schedules. Other facilities will be treated for termites as well. We are soliciting proposals from experienced contractors for labor, materials, and application for pest control.

#### RESPONSE TO RFP

Responses to the RFP must be submitted as follows:

- Sealed proposal containing one (1) hard copy
- Plainly marked with proposer's name and title - Company name - Indicate RFP for Pest Control
- Company Resume
- Certificate of Insurance
- Response time for call-in services
- Acknowledgment of receipt of addenda (if any)
- References (3)
- Pricing for each Location and Warranties

#### Submittal Review and Assessment

Proposals will be judged on multiple criteria, and not solely on price. The firm or firms found to be most qualified and in the County's best interest, shall be selected. Criteria used in evaluating the presentations will include but may not be limited to the following:

1. **Pricing & Warranty = 40 pts.** The proposal should include a detailed cost breakdown of all pricing and warranties of products.
2. **Availability = 30pts.** The proposal should include the estimated response time after being contacted for a non-scheduled service.
3. **References/ Company Credentials = 30pts.** The firm shall submit a minimum of three (3) references representing similar projects and a company resume. References must contain current contact information. (i.e. name, title, phone and address)

A Selection Committee will evaluate each submittal according to the criteria set forth above. The Selection Committee will select a proposal based on the submittals received; no formal interviews are anticipated; however, the Selection Committee reserves the right to ask for interviews as needed. The County reserves the right to award contracts to one or more qualified Providers. The County may perform a due diligence process on the Firm receiving the highest evaluation.

#### SCOPE OF SERVICES

**General Description** Contractor shall furnish all labor and materials to control all crawling and flying pests including but not limited to rodents, spiders, roaches, ants, flies, wasps, and hornets.

**Product and Services Specifications.** See "EXHIBIT A"

## 1. ADDITIONAL INFORMATION

**Equal Opportunity** – Santa Rosa County will make every effort to ensure all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

**Conflict of Interest** – No member, officer, or employee of Santa Rosa County, during his or her tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof, except as permitted by Santa Rosa County policy.

**Non-Collusion** – The offeror guarantees the proposal is not a product of collusion with any other offeror and no effort has been made to fix the proposal price or any offeror or to fix any overhead, profit of cost estimate of any proposal price.

**Award of Contract** - The selection of the company will be made by a selection committee comprised of County employees. The selected company shall enter into a written agreement with Santa Rosa County. Santa Rosa County reserves the right to cancel this Request for Proposal. Santa Rosa County reserves the right to reject any or all proposals received. Furthermore, Santa Rosa County shall have the right to waive any informality or technicality in proposals received, when in the best interest of the Santa Rosa County. Santa Rosa County reserves the right to segment or reduce the scope of services and enter into contracts with more than one vendor.

## 2. General Terms and Conditions

Qualified respondents shall be Licensed Contractors in the State of Florida, for this type of work, and who meet Santa Rosa County's insurance and bonding requirements, and have experience with all work defined in the scope of work.

Due to the security-sensitive nature of this project, Santa Rosa County reserves the right to conduct a criminal background check of each person who will be providing services in response to this RFP. If requested, Contractor shall submit a BCI Criminal History Report dated within 30 days of response to RFP for each employee who will be on-site, that shows "Criminal History Verified" and has Arrest History attachments. Employees who have any convictions on their BCI record may be subject to further review and approval by Santa Rosa County. Santa Rosa County may reject any response to this RFP that involves services from a person or entity that Santa Rosa County determines is unfit or unqualified to fulfill the requirements of this RFP.

All work must meet current industry standards including all Federal, State and local rules and regulations.

The County reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.

All costs related to the preparation of proposals and any related activities are the sole responsibility of the respondent. No reimbursement will be made by Santa Rosa County for any costs incurred in preparing proposals.

Once submitted, all proposals, including attachments, supplementary materials, addenda, etc. become the property of the County and will not be returned to the respondent.

The County reserves the right to request clarification of information submitted, and to request additional information from any proposer.

Santa Rosa County welcomes and encourages proposals from women and minority owned businesses. Santa Rosa County reserves the right to negotiate and hold discussions with prospective service providers as necessary, however, Santa Rosa County may award this contract without discussion of proposals received from prospective service providers. The County reserves the right to issue contracts to multiple service providers.

## EXHIBIT A

## **Pest Control Specifications**

- Santa Rosa County is seeking contractors to provide the necessary labor and materials for pest control at various Santa Rosa County facilities. The County has several facilities that will be placed on regular treatment schedules. As well as termite treatment on select facilities. Other facilities will be treated on an as-needed basis only.
- All chemicals shall be stored, handled and applied within the manufacturer's guidelines and in compliance with state and federal rules and regulations. Care shall be taken to ensure the comfort and safety of all employees and visitors at the premises where the applications are carried out.
- Contractor will be required to control all rodents and crawling and flying pests-- particularly spiders, roaches, ants, flies, wasps and hornets.
- Areas near County water utility treatment and storage facilities shall only be treated with products approved by the water utility manager or his representative.

**Exhibit B**

**REGULAR TREATMENTS**

<b><u>Building</u></b>	<b><u>Address</u></b>	<b><u>Square Feet</u></b>	<b><u>Monthly Cost</u></b>
Administrative Annex Suites	6491 Caroline St Milton, FL	5600	
Administrative Building	6495 Caroline St Milton, FL	78457	
Animal Services Facility	4451 Pine Forest Rd Milton, FL	20000	
Auditorium/Facilities Management Office	4530 Spikes Way Milton, FL	12762	
Benny Russell Park-Event Room	4130 N Spencerfield Rd Milton, FL	3472	
Central Landfill Office	3996 Central Landfill Dr Milton, FL	3996	
Chumuckla Park Community Center	2355 Highway 182 Jay, FL	4237	
Clerk of Courts Archives Warehouse	6444 Open Rose Dr Milton, FL	5000	
Code Enforcement	6065 Old Bagdad Hwy Milton, FL	1920	
Coop Extension Office	6263 Dogwood Dr Milton, FL	16150	
Courthouse	6865 Caroline St Milton, FL	36192	
Development Services Building	6051 Old Bagdad Hwy Milton, FL	6139	
Emergency Operations Center	4499 Pine Forest Rd Milton, FL	17000	
Engineering/Environmental Building	6051 Old Bagdad Hwy Milton, FL	5110	
Fidelis School House	13774 Highway 87 N Jay, FL	15275	
Fisher Hamilton Building	5210 Willing St Milton, FL	13030	
Gulf Breeze Library	1060 Shoreline Dr Gulf Breeze, FL	14175	
Milton Library	5541 Alabama St Milton, FL	9796	
Navarre Library	8484 James M Harvell Rd Navarre, FL	10009	
Pace Library	4750 Pace Patriot Blvd	7222	
Administration Library	6275 Dogwood Milton, FL	8452	
Navarre Visitor Center	8543 Navarre Pkwy Navarre, FL	5750	
Navarre Beach Utilities	1411 Utility Dr. Navarre Beach, FL	2080	
Pace Community Center	5980 Chumuckla Hwy Pace, FL	7872	
Public Works Road & Bridge	6075 Old Bagdad Hwy Milton, FL	16499	
Recycle Office	3878 Central Landfill Dr Milton, FL	3878	
South Service Center	5841 Gulf Breeze Pkwy Gulf Breeze, FL	14586	
<b><u>Regular Treatment Monthly TOTAL</u></b>			\$

**Peter Prince Airport Hangar Treatment-Completed twice a year**

Peter Prince Airport	5550 N. Airport Rd Milton FL	Treat all hangars	138 Hangars 189,956.8 Sq. Ft.	_____ Per Visit
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**Termite Treatments**

<b><u>Building</u></b>	<b><u>Address</u></b>	<b><u>Square Feet</u></b>	<b><u>Monthly Cost</u></b>
Central Landfill Office	3996 Central Landfill Dr. Milton, FL	3996	
Courthouse Modular Building	5189 Willing St Milton, FL	15020	
Gulf Breeze Library	1060 Shoreline Dr Gulf Breeze, FL	14175	
Household Hazardous Waste Center	6337 Da Lisa Rd Milton, FL	360	

Benny Russell Park-New Restroom	4130 North Spencerfield Rd Pace FL	1100	
Recycle Office	3878 Central Landfill Dr Milton, FL	3878	
<b>Regular Treatment Monthly TOTAL</b>			<b>\$</b>

- Work is to include a warranty for Formosan termite damage.
- Product to be used is Termidor

### Herbicide/Insecticide Treatments

- Application One to be completed by February 25<sup>th</sup> of 2022-Apply Resolute and Revolver solution at label rates to all requested fields
- Application Two to be completed by May 15<sup>th</sup> of 2022-Apply Blindside at label rates to all requested fields
- Application Three to be completed by August 1<sup>st</sup> of 2022-Apply Blindside and Resolute solution to all requested fields

<u>Park Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>
Bagdad Mill Site	6953 Main St	Milton	5.23
Chumuckla Park	2355 Highway 182	Jay	4.67
East Milton Park	8604 Bobby Brown Rd	Milton	30
Fidelis Park	13774 Highway 87 N	Jay	3.13
Navarre Football/Soccer	9299 Military Tr	Navarre	12.68
Navarre Sports Complex	8840 High School Blvd	Navarre	10
PARA Football	3536 Limbaugh Ln	Pace	3
Santa Rosa Soccer Park	3360 Joppa Dr	Pace	44.73
Santa Rosa Sports Plex	5976 Chumuckla Hwy	Pace	37.2
Tiger Point Park	1370 Tiger Park Ln	Gulf Breeze	8.93
<b>Total Acreage</b>			<b>159.57</b>

### Fire Ant Treatments

<u>Park</u>	<u>Address</u>	<u>City</u>	<u>Acres</u>
Bagdad Mill Site	6953 Main St	Milton	5.23
Bagdad Park	6860 Pooley St	Milton	5.06
Benny Russell Park	4160 N. Spencerfield Rd	Pace	7.20
Chumuckla Park	2355 Highway 182	Jay	4.67
East Milton Horse Arena	8604 Bobby Brown Rd	Milton	6.3
East Milton Rec Park	8604 Bobby Brown Rd	Milton	49.3
Fidelis Park	13774 Highway 87 N	Jay	3.13
Holley Ball Field	3124 Bob Tolbert Rd	Eglin AFB	4.07
La Leyenda	3359 La Leyenda Ct	Gulf Breeze	2
Locklin	7051 Johnson Rd	Milton	.16
McAllister	5272 Richburg St	Milton	1.63
Navarre Park	8513 Navarre Pkwy	Navarre	.28
Navarre Soccer	9299 Military Tr	Navarre	5.22
Navarre Sports Complex	8840 High School Blvd	Navarre	12.68
Optimist	6244 Old Bagdad Hwy	Milton	17.9
PARA Football Park	3536 Limbaugh Ln	Pace	7.38
T. Roland Brown Memorial Park	1248 Ainsworth Dr	Gulf Breeze	.67
Santa Rosa Sports Complex	5976 Chumuckla Hwy	Pace	37.2
Santa Villa Park	4555 Santa Villa Dr	Milton	1.17
Santa Rosa Soccer/Horse	3360 Joppa Dr	Pace	44.73
Swenson Park	1076 Circle Ln	Gulf Breeze	.83
Tiger Point Park	1370 Tiger Park Ln	Gulf Breeze	16.93
Veterans Memorial	5178 Willing St	Milton	.16
Villa Venyce	939 Gondolier Blvd	Gulf Breeze	1.88

<b>Grand Total</b>	
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As needed treatment per Acre for the following:

Army Worms: \_\_\_\_\_ Per Acre

Mole Crickets \_\_\_\_\_ Per Acre

Peter Prince Airport pest treatment all hangars 2x a year as needed \$ \_\_\_\_\_ 5550 N. Airport Rd Milton FL

As Needed Treatment/Call-in Service Charge per Visit \$ \_\_\_\_\_

Estimated Call in Response Time \_\_\_\_\_

Have reviewed all Addenda \_\_\_\_\_





# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 [procurement@santarosa.fl.gov](mailto:procurement@santarosa.fl.gov)

## BID SUBMISSION CHECKLIST


Respondent Name: DRAKE WADE  
RFP 22-007 Pest Control Services

- Sealed Bid Package with Bid Name and Number, Firm name and Address with Contact information clearly marked on the outside of envelope/box.
- 1 Original Bid Package and 1 Copy and 1 Electronic Copy in .pdf on a CD or USB Drive
- Bid Submittal Checklist attached to top of Original Bid Package
- Cone of Silence
- Sworn Statement Public Entity Crimes
- Debarment Form
- Conflict of Interest Form
- Copy of current Required Insurance declaration page with Santa Rosa County named interest, or, Letter of Insurability from Carrier stating that the levels of coverage will be obtained.
- Proof of State of Florida business certification (sunbiz.com)

All required documentation submitted must be updated with most current and complete information from date of bid opening) including notarizations where required. Failure to submit all required forms may result in your submittal being deemed non-responsive. **ATTACH THIS PAGE TO THE TOP OF YOUR BID SUBMISSION**

Firm: FLORIDA PEST CONTROL

By: DRAKE WADE

Signature:   
(Print)

Title: DISTRICT MANAGER

Date: 11/30/21



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 [procurement@santarosa.fl.gov](mailto:procurement@santarosa.fl.gov)

## CONE OF SILENCE FORM

*SRC Procurement Form COS 013\_01\_091619*

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 Procurement Department Staff.

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

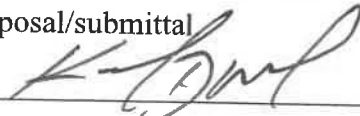
Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Procurement Officer or an appointed representative. It shall be the Procurement Officers decision whether to consider this information in the decision process.

**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.

I, DRAKE WADE representing FLORIDA PEST CONTROL  
(Print) (Company)

On this 30<sup>TH</sup> day of NOVEMBER 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

  
(Signature)



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## SWORN STATEMENT UNDER SETION 287.133 (3) (A) FLORIDA STATUTE ON PUBLIC ENTITY CRIMES

SRC Procurement Form SSPEC 016 01 091619

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

1. This sworn statement is submitted with Bid, Proposal or Contract for: SANTA ROSA COUNTY RFP 22-007 PEST CONTROL SERVICES
2. This sworn statement is submitted by, FLORIDA PEST CONTROL, whose business address is, 4920 GLOVER LN. MILTON, FL 32570, and (if applicable) Federal Employer Identification Number (FEIN) is 23-1568350 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is DRAKE WADE and my relationship to the entity named above is DISTRICT MANAGER (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to , any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287 .133 (1) (a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in paragraph 287 .133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 [procurement@santarosa.fl.gov](mailto:procurement@santarosa.fl.gov)

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
- Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  - The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 And (please attach a copy of the final order)
  - The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
  - The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM

DRAKE WADE  
Name

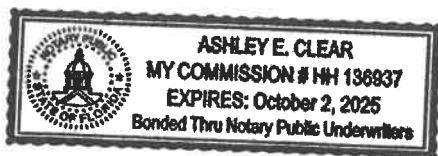
Signature

11/30/21  
Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of November 30, 2021, and is personally known to me or has provided \_\_\_\_\_ as identification.

STATE OF FLORIDA  
COUNTY OF: Santa Rosa  
My Commission expires: 10/2/2025

Notary Public





# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

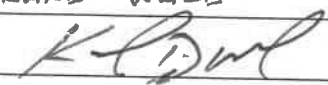
6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## DEBARMENT FORM

SRC Procurement Form Debar 022\_00\_082719

### Certification Regarding Debarment, Suspension, And Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name: DRAKE WADE Title: DISTRICT MANAGER  
 Signature:   
 Firm: FLORIDA PEST CONTROL  
 Street Address: 4920 GLOVER LN.  
 City: MILTON  
 State: FL Zip Code: 32570  
 Solicitation Name RFP PEST CONTROL SERVICES # XX-XXX 22-007



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## CONFLICT OF INTEREST DISCLOSURE FORM

SRC Procurement Form COS 027\_00\_091319

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Santa Rosa 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)
_____	_____
_____	_____
_____	_____
_____	_____

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

FIRM NAME: FLORIDA PEST CONTROL

BY (PRINTED): DRAKE WADE

BY (SIGNATURE): *[Signature]*

TITLE: DISTRICT MANAGER

ADDRESS: 4925 GLOVER LN. MILTON State FL Zip Code 32570

PHONE NO: 850-623-0391

E-MAIL: d.wade@flapest.com

Date: 11/30/21

**APPLICATION FOR REGISTRATION OF FICTITIOUS NAME**

REGISTRATION# G20000019228

**Fictitious Name to be Registered:** FLORIDA PEST CONTROL

**Mailing Address of Business:** 116 NW 16TH AVE  
GAINESVILLE, FL 32601

**Florida County of Principal Place of Business:** MULTIPLE

**FEI Number:** 23-1568350

**FILED**  
**Feb 12, 2020**  
**Secretary of State**

**Owner(s) of Fictitious Name:**

RENTOKIL NORTH AMERICA, INC.  
1125 BERKSHIRE BLVD #150 - ATTN BUS LICE  
WYOMISSING, PA 19610 US  
Florida Document Number: F06000004285  
FEI Number: 23-1568350

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

KATHY ROBISON

02/12/2020

\_\_\_\_\_  
Electronic Signature(s)

\_\_\_\_\_  
Date

**Certificate of Status Requested (X)**

**Certified Copy Requested ( )**

**Exhibit B**

**REGULAR TREATMENTS**

<b><u>Building</u></b>	<b><u>Address</u></b>	<b><u>Square Feet</u></b>	<b><u>Monthly Cost</u></b>
Administrative Annex Suites	6491 Caroline St Milton, FL	5600	38 <sup>00</sup>
Administrative Building	6495 Caroline St Milton, FL	78457	67 <sup>00</sup>
Animal Services Facility	4451 Pine Forest Rd Milton, FL	20000	17 <sup>00</sup>
Auditorium/Facilities Management Office	4530 Spikes Way Milton, FL	12762	20 <sup>00</sup>
Benny Russell Park-Event Room	4130 N Spencerfield Rd Milton, FL	3472	20 <sup>00</sup>
Central Landfill Office	3996 Central Landfill Dr Milton, FL	3996	28 <sup>00</sup>
Chumuckla Park Community Center	2355 Highway 182 Jay, FL	4237	25 <sup>00</sup>
Clerk of Courts Archives Warehouse	6444 Open Rose Dr Milton, FL	5000	16 <sup>00</sup>
Code Enforcement	6065 Old Bagdad Hwy Milton, FL	1920	19 <sup>00</sup>
Coop Extension Office	6263 Dogwood Dr Milton, FL	16150	20 <sup>00</sup>
Courthouse	6865 Caroline St Milton, FL	36192	16 <sup>00</sup>
Development Services Building	6051 Old Bagdad Hwy Milton, FL	6139	36 <sup>00</sup>
Emergency Operations Center	4499 Pine Forest Rd Milton, FL	17000	18 <sup>00</sup>
Engineering/Environmental Building	6051 Old Bagdad Hwy Milton, FL	5110	16 <sup>00</sup>
Fidelis School House	13774 Highway 87 N Jay, FL	15275	25 <sup>00</sup>
Fisher Hamilton Building	5210 Willing St Milton, FL	13030	16 <sup>00</sup>
Gulf Breeze Library	1060 Shoreline Dr Gulf Breeze, FL	14175	50 <sup>00</sup>
Milton Library	5541 Alabama St Milton, FL	9796	32 <sup>00</sup>
Navarre Library	8484 James M Harvell Rd Navarre, FL	10009	36 <sup>00</sup>
Pace Library	4750 Pace Patriot Blvd	7222	32 <sup>00</sup>
Administration Library	6275 Dogwood Milton, FL	8452	28 <sup>00</sup>
Navarre Visitor Center	8543 Navarre Pkwy Navarre, FL	5750	20 <sup>00</sup>
Navarre Beach Utilities	1411 Utility Dr. Navarre Beach, FL	2080	18 <sup>00</sup>
Pace Community Center	5980 Chumuckla Hwy Pace, FL	7872	18 <sup>00</sup>
Public Works Road & Bridge	6075 Old Bagdad Hwy Milton, FL	16499	22 <sup>00</sup>
Recycle Office	3878 Central Landfill Dr Milton, FL	3878	29 <sup>00</sup>
South Service Center	5841 Gulf Breeze Pkwy Gulf Breeze, FL	14586	24 <sup>00</sup>
<b>Regular Treatment Monthly TOTAL</b>			<b>\$ 706<sup>00</sup></b>

**Peter Prince Airport Hangar Treatment-Completed twice a year**

Peter Prince Airport	5550 N. Airport Rd Milton FL	Treat all hangars	138 Hangars 189,956.8 Sq. Ft.	<u>600<sup>00</sup></u> Per Visit
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**Termite Treatments**

<b><u>Building</u></b>	<b><u>Address</u></b>	<b><u>Square Feet</u></b>	<b><u>Monthly Cost</u></b>
Central Landfill Office	3996 Central Landfill Dr. Milton, FL	3996	18 <sup>00</sup>
Courthouse Modular Building	5189 Willing St Milton, FL	15020	48 <sup>00</sup>
Gulf Breeze Library	1060 Shoreline Dr Gulf Breeze, FL	14175	48 <sup>00</sup>
Household Hazardous Waste Center	6337 Da Lisa Rd Milton, FL	360	22 <sup>00</sup>



Benny Russell Park-New Restroom	4130 North Spencerfield Rd Pace FL	1100	18 <sup>00</sup>
Recycle Office	3878 Central Landfill Dr Milton, FL	3878	18 <sup>00</sup>
<b>Regular Treatment Monthly TOTAL</b>			<b>\$ 172<sup>00</sup></b>

- Work is to include a warranty for Formosan termite damage.
- Product to be used is Termidor

### Herbicide/Insecticide Treatments

- Application One to completed by February 25<sup>th</sup> of 2022-Apply Resolute and Revolver solution at label rates to all requested fields
- Application Two to be completed by May 15<sup>th</sup> of 2022-Apply Blindside at label rates to all requested fields
- Application Three to be completed by August 1<sup>st</sup> of 2022-Apply Blindside and Resolute solution to all requested fields

<u>Park Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>
Bagdad Mill Site	6953 Main St	Milton	5.23
Chumuckla Park	2355 Highway 182	Jay	4.67
East Milton Park	8604 Bobby Brown Rd	Milton	30
Fidelis Park	13774 Highway 87 N	Jay	3.13
Navarre Football/Soccer	9299 Military Tr	Navarre	12.68
Navarre Sports Complex	8840 High School Blvd	Navarre	10
PARA Football	3536 Limbaugh Ln	Pace	3
Santa Rosa Soccer Park	3360 Joppa Dr	Pace	44.73
Santa Rosa Sports Plex	5976 Chumuckla Hwy	Pace	37.2
Tiger Point Park	1370 Tiger Park Ln	Gulf Breeze	8.93
<b>Total Acreage</b>			<b>159.57</b>

### Fire Ant Treatments

<u>Park</u>	<u>Address</u>	<u>City</u>	<u>Acres</u>
Bagdad Mill Site	6953 Main St	Milton	5.23
Bagdad Park	6860 Pooley St	Milton	5.06
Benny Russell Park	4160 N. Spencerfield Rd	Pace	7.20
Chumuckla Park	2355 Highway 182	Jay	4.67
East Milton Horse Arena	8604 Bobby Brown Rd	Milton	6.3
East Milton Rec Park	8604 Bobby Brown Rd	Milton	49.3
Fidelis Park	13774 Highway 87 N	Jay	3.13
Holley Ball Field	3124 Bob Tolbert Rd	Eglin AFB	4.07
La Leyenda	3359 La Leyenda Ct	Gulf Breeze	2
Locklin	7051 Johnson Rd	Milton	.16
McAllister	5272 Richburg St	Milton	1.63
Navarre Park	8513 Navarre Pkwy	Navarre	.28
Navarre Soccer	9299 Military Tr	Navarre	5.22
Navarre Sports Complex	8840 High School Blvd	Navarre	12.68
Optimist	6244 Old Bagdad Hwy	Milton	17.9
PARA Football Park	3536 Limbaugh Ln	Pace	7.38
T. Roland Brown Memorial Park	1248 Ainsworth Dr	Gulf Breeze	.67
Santa Rosa Sports Complex	5976 Chumuckla Hwy	Pace	37.2
Santa Villa Park	4555 Santa Villa Dr	Milton	1.17
Santa Rosa Soccer/Horse	3360 Joppa Dr	Pace	44.73
Swenson Park	1076 Circle Ln	Gulf Breeze	.83
Tiger Point Park	1370 Tiger Park Ln	Gulf Breeze	16.93
Veterans Memorial	5178 Willing St	Milton	.16
Villa Venyce	939 Gondolier Blvd	Gulf Breeze	1.88

<b>Grand Total</b>	107,892 <sup>00</sup>
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As needed treatment per Acre for the following:

Army Worms: 40<sup>00</sup> Per Acre

Mole Crickets 40<sup>00</sup> Per Acre

Peter Prince Airport pest treatment all hangars 2x a year as needed \$ 600 5550 N. Airport Rd Milton FL

As Needed Treatment/Call-in Service Charge per Visit \$ 0

Estimated Call in Response Time WITHIN 24 HRS

Have reviewed all Addenda YES



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 [procurement@santarosa.fl.gov](mailto:procurement@santarosa.fl.gov)

## ADDENDUM FORM

To: Planholders  
From: Procurement Office  
Date: November 17, 2021  
Ref: Addendum #1 for **RFP 22-007 Pest Control Services**

The following clarifications, amendments, additions, deletions, revisions and modifications form a part of the contract documents and change the original documents in the manner and to the extent stated.

### QUESTIONS AND ANSWERS:

1. Have any previous vendors who did these pest control services, what was the price Santa Rosa County paid for these services? The County has previously utilized Florida Pest Control for the outlined services with varying rates for each service provided.
2. Regarding the herbicide/insecticide treatments, what product(s) will be specified, and what schedule for treatment will be required? Herbicide 3 different treatments. Chemical Revolver applied mid Feb treatment, Chemical Blindside applied middle of May, Chemical Blindside and Resolute applied middle of August.
3. Regarding the fire ant treatments, what product(s) will be specified, and what schedule for treatment will be required? Topchoice in Feb and any treatment of active ant beds and mounds for one year.
4. Regarding termite treatments, the bid asks for monthly costs. Termite treatment is typically done once every 5-7 years. Is the bid requesting the payment for service be broken down into 12 separate payments over the life of the contract? Our treatments are done once a year and includes an inspection. The Termite chemical will be Termidor + an Annual Bond.
5. Regarding the herbicide/insecticide and fire ant treatments portion of the scope of work, there is no space on the RFP to input monthly cost. On the next page, there is a space for "Grand Total". Is this the Grand Total for the herbicide/insecticide and fire ant treatments, or is this the Grand Total for the entire RFP? We ask for once a year treatment of Topchoice. Treatments are to be applied in Feb with additional treatments included as needed if any active mounds or beds are found that year.
6. Is there an historical count of as needed treatments available for the buildings in the RFP? Fruit flies, Army worms, mole crickets, sugar ants, roaches, rats, ground hornets, bed bugs, fleas, rodents, live trap, yellow jackets.

7. Regarding termite treatments, have the buildings been treated before, and what is the treatment schedule required for these buildings? Yes, once a year treatment it requires a treatment and a bond. Modular Building, Environmental Office -Landfill, Admin Office at Landfill, Benny Russell, Formosan & Subterranean termites, Recycle Office at Landfill, Gulf Breeze Library, & Fidelis Community Center-Subterranean termites.

This Addendum is furnished to all known prospective Proposers. **Please sign and include one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same.**

NAME/TITLE: DRAKE WADE / DIST. MGR.

SIGNATURE: 

COMPANY: FLORIDA PEST CONTROL

DATE: 11/30/21

End of Addendum #1

State of

Florida



Department of Agriculture and Consumer Services  
Bureau of Licensing and Enforcement

**PEST CONTROL LICENSE**

Number: JB293284

FLORIDA PEST CONTROL  
4920 GLOVER LANE, MILTON, FL 32570

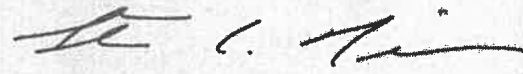
*This is to Certify that the Pest Control Firm named above is licensed by the State of Florida, Department of Agriculture and Consumer Services for the Year Ending November 30, 2020 as prescribed by Law.*

*Nicole Fried*

NICOLE "NIKKI" FRIED  
Commissioner of Agriculture

*Issue Date: January 17, 2020*

MACHINES	ROOMS	SEATS	EMPLOYEES †	EXPIRES
BUSINESS TYPE	9024 SERVICE			SEPTEMBER 30, 2022
BUSINESS ADDRESS	4920 GLOVER LN MILTON, FL 32570			RENEWAL
				AMOUNT 13.75
				PENALTY 0.00
	FLORIDA PEST CONTROL RENTOKIL NORTH AMERICA			TOTAL DUE 13.75
	RENTOKIL NORTH AMERICA ATTN CORPORATE ACCTS PAYABLE			TOTAL PAID 13.75
	RENTOKIL NORTH AMERICA ATTN CORPORATE ACCTS PAYABLE 1125 BERKSHIRE BLVD STE 150 READING, PA 19610			



STAN COLIE NICHOLS, TAX COLLECTOR  
SANTA ROSA COUNTY, FLORIDA

ORIGINAL CHECK HAS AN ARTIFICIAL WATERMARK ON REVERSE SIDE - HOLD AT AN ANGLE TO VIEW

FOLD INFORMATION BELOW BEHIND RECEIPT OR DETACH AND KEEP FOR YOUR RECORDS.



**Stan Colie Nichols, Tax Collector**  
6495 Caroline Street, Suite E  
Milton, Florida 32570  
(850) 983-1800

**BEFORE POSTING YOUR BUSINESS TAX RECEIPT READ ALL INFORMATION CAREFULLY.  
IT IS THE OWNERS RESPONSIBILITY TO ENSURE COMPLIANCE.**

**THIS B.T.R. IS FURNISHED PURSUANT TO FLORIDA STATUTES, SANTA ROSA COUNTY ORDINANCE AND AMENDMENTS**

The law requires this business tax receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county.

Pursuant to state law, all business tax receipts shall expire on September 30th of the succeeding year. Those business tax receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the business tax for the delinquent establishment.

This business tax receipt is an occupational tax only. It does not permit the B.T.R. holder to violate any existing regulatory or zoning laws of the state, county, or cities, nor does it exempt the B.T.R. holder from any other business tax receipts or permits that may be required by law or municipal ordinance. **IT IS YOUR RESPONSIBILITY TO NOTIFY THE TAX COLLECTOR'S OFFICE IF YOUR BUSINESS HAS CLOSED.**

**THIS BUSINESS TAX RECEIPT IS IN ADDITION AND NOT IN LIEU OF ANY OTHER LICENSE REQUIRED BY LAW OR MUNICIPAL ORDINANCE AND IS SUBJECT TO REGULATIONS OF ZONING, HEALTH, AND ALL OTHER LAWFUL AUTHORITY.**

If you intend to do any business in Santa Rosa County that is regulated by the state of Florida such as construction, roofing, plumbing, electrical, demolition, etc. It is your responsibility to contact the Building Inspection Department as to the necessary licensing requirements of both Santa Rosa County and the state of Florida. You can receive a citation and/or be arrested for performing a job for which additional qualifications are required. All B.T.R. holders are held to be responsible for complying with all applicable Worker's Compensation laws. All licensees are also held responsible for understanding and complying with all "price gouging" laws and understanding the severe penalties. Other areas which you need to investigate include zoning laws, city licenses when applicable, Department of Revenue and sales tax requirements, IRS and federal I.D. numbers, the Property Appraiser and personal property tax, County Building Inspector for information on construction permits, competency testing, contractors, etc., and filing for a Fictitious Name if applicable.



**Santa Rosa County**  
**Insurance Requirements**  
**March 2021**

**Workers' Compensation** – meet statutory limits in compliance with the Workers Compensation Laws of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

**Commercial General Liability** – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:

- a. Premises/operations
- b. Products/complete operations
- c. Contractual liability
- d. Independent contractors

**Business Auto Liability** – coverage shall provide minimum limits \$500,000. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of 500,000 per person/500,000 per accident and 500,000 for property damage are required.

This shall include coverage for:

- a. Owned autos
- b. Hired autos
- c. Non-owned autos

Special Requirements:

1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:

- a. Santa Rosa County shall be named as an additional insured on all coverages except workers' compensation.



b. Santa Rosa County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.

2) It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

**3) It should be noted that these are minimum requirements which are subject to modification in response to specialized or high hazard operations.**

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

**SECTION IV.**  
**PROJECT MANUAL, SPECIFICATIONS, PLANS AND**  
**SUPPORTING DOCUMENTATION**

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## REQUEST FOR PROPOSAL

### Pest Control Service

Santa Rosa County is accepting sealed proposals from experienced contractors to provide the necessary labor and materials for pest control at various Santa Rosa County facilities. The county has several facilities that will be placed on regular treatment schedules. Several facilities will also be treated for termites in addition to regular treatments. The County reserves the right to issue contracts to multiple vendors.

## REQUEST FOR PROPOSAL

### Pest Control Service

#### PURPOSE

**Santa Rosa County is accepting sealed proposals from qualified entities to provide the necessary labor and materials for pest control at various facilities within Santa Rosa County.** Santa Rosa County anticipates that several facilities will be placed on regular treatment schedules. Other facilities will be treated for termites as well. We are soliciting proposals from experienced contractors for labor, materials, and application for pest control.

#### RESPONSE TO RFP

Responses to the RFP must be submitted as follows:

- Sealed proposal containing one (1) hard copy
- Plainly marked with proposer's name and title - Company name - Indicate RFP for Pest Control
- Company Resume
- Certificate of Insurance
- Response time for call-in services
- Acknowledgment of receipt of addenda (if any)
- References (3)
- Pricing for each Location and Warranties

#### Submittal Review and Assessment

Proposals will be judged on multiple criteria, and not solely on price. The firm or firms found to be most qualified and in the County's best interest, shall be selected. Criteria used in evaluating the presentations will include but may not be limited to the following:

1. **Pricing & Warranty = 40 pts.** The proposal should include a detailed cost breakdown of all pricing and warranties of products.
2. **Availability = 30pts.** The proposal should include the estimated response time after being contacted for a non-scheduled service.
3. **References/ Company Credentials = 30pts.** The firm shall submit a minimum of three (3) references representing similar projects and a company resume. References must contain current contact information. (i.e. name, title, phone and address)

A Selection Committee will evaluate each submittal according to the criteria set forth above. The Selection Committee will select a proposal based on the submittals received; no formal interviews are anticipated; however, the Selection Committee reserves the right to ask for interviews as needed. The County reserves the right to award contracts to one or more qualified Providers. The County may perform a due diligence process on the Firm receiving the highest evaluation.

#### SCOPE OF SERVICES

**General Description** Contractor shall furnish all labor and materials to control all crawling and flying pests including but not limited to rodents, spiders, roaches, ants, flies, wasps, and hornets.

**Product and Services Specifications.** See "EXHIBIT A"

**1. ADDITIONAL INFORMATION**

**Equal Opportunity** – Santa Rosa County will make every effort to ensure all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

**Conflict of Interest** – No member, officer, or employee of Santa Rosa County, during his or her tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof, except as permitted by Santa Rosa County policy.

**Non-Collusion** – The offeror guarantees the proposal is not a product of collusion with any other offeror and no effort has been made to fix the proposal price or any offeror or to fix any overhead, profit or cost estimate of any proposal price.

**Award of Contract** - The selection of the company will be made by a selection committee comprised of County employees. The selected company shall enter into a written agreement with Santa Rosa County. Santa Rosa County reserves the right to cancel this Request for Proposal. Santa Rosa County reserves the right to reject any or all proposals received. Furthermore, Santa Rosa County shall have the right to waive any informality or technicality in proposals received, when in the best interest of the Santa Rosa County. Santa Rosa County reserves the right to segment or reduce the scope of services and enter into contracts with more than one vendor.

**2. General Terms and Conditions**

Qualified respondents shall be Licensed Contractors in the State of Florida, for this type of work, and who meet Santa Rosa County's insurance and bonding requirements, and have experience with all work defined in the scope of work.

Due to the security-sensitive nature of this project, Santa Rosa County reserves the right to conduct a criminal background check of each person who will be providing services in response to this RFP. If requested, Contractor shall submit a BCI Criminal History Report dated within 30 days of response to RFP for each employee who will be on-site, that shows "Criminal History Verified" and has Arrest History attachments. Employees who have any convictions on their BCI record may be subject to further review and approval by Santa Rosa County. Santa Rosa County may reject any response to this RFP that involves services from a person or entity that Santa Rosa County determines is unfit or unqualified to fulfill the requirements of this RFP.

All work must meet current industry standards including all Federal, State and local rules and regulations.

The County reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.

All costs related to the preparation of proposals and any related activities are the sole responsibility of the respondent. No reimbursement will be made by Santa Rosa County for any costs incurred in preparing proposals.

Once submitted, all proposals, including attachments, supplementary materials, addenda, etc. become the property of the County and will not be returned to the respondent.

The County reserves the right to request clarification of information submitted, and to request additional information from any proposer.

Santa Rosa County welcomes and encourages proposals from women and minority owned businesses. Santa Rosa County reserves the right to negotiate and hold discussions with prospective service providers as necessary, however, Santa Rosa County may award this contract without discussion of proposals received from prospective service providers. The County reserves the right to issue contracts to multiple service providers.

## **Pest Control Specifications**

- Santa Rosa County is seeking contractors to provide the necessary labor and materials for pest control at various Santa Rosa County facilities. The County has several facilities that will be placed on regular treatment schedules. As well as termite treatment on select facilities. Other facilities will be treated on an as-needed basis only.
- All chemicals shall be stored, handled and applied within the manufacturer's guidelines and in compliance with state and federal rules and regulations. Care shall be taken to ensure the comfort and safety of all employees and visitors at the premises where the applications are carried out.
- Contractor will be required to control all rodents and crawling and flying pests-- particularly spiders, roaches, ants, flies, wasps and hornets.
- Areas near County water utility treatment and storage facilities shall only be treated with products approved by the water utility manager or his representative.

# **SANTA ROSA COUNTY, FLORIDA**



## **RFP 22-007 Pest Control Services**

**November 2021**

**OWNER: BOARD OF COUNTY COMMISSIONERS  
SANTA ROSA COUNTY, FLORIDA**

**SAM PARKER  
ROBERT A. "BOB" COLE  
JAMES CALKINS  
DAVE PIECH  
COLTEN WRIGHT**

**-DISTRICT I  
-DISTRICT II  
-DISTRICT III  
-DISTRICT IV  
-DISTRICT V**

## **SECTION I.**

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# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 [procurement@santarosa.fl.gov](mailto:procurement@santarosa.fl.gov)

## MEMORANDUM

TO: Company Addressed DATE: November 10, 2021  
FROM: Santa Rosa County Procurement Office  
SUBJECT: **RFP 22-007 Pest Control Services**

Notice is hereby given that the Board of County Commissioners of Santa Rosa County, Florida is calling for and requesting proposals properly licensed and insured contractors to provide the necessary labor and materials for pest control at various Santa Rosa County facilities. The county has several facilities that will be placed on regular treatment schedules. Several facilities will also be treated for termites in addition to regular treatments.

All bids must be in writing and delivered by hand, overnight courier service, or U.S. Mail to the Santa Rosa County Procurement Department, 6495 Caroline Street, Suite M, Milton, Florida 32570, and must be received by **10:00 A.M. on December 1, 2021** at which time will be publicly opened. Only bids received by the afore stated time and date will be considered. E-mailed proposal responses will be rejected. All bids shall be sealed and clearly labeled, "RFP 22-007 Pest Control Services". Please provide the original proposal, labeled "ORIGINAL", and one (1) copy labeled "COPY" along with one (1) electronic file in OCR (readable) PDF format.

Specifications may be secured by download from the Santa Rosa County Website: [www.santarosa.fl.gov/391/Procurement-Office](http://www.santarosa.fl.gov/391/Procurement-Office) "Bid Opportunities". Questions concerning this request should be directed to the Santa Rosa County Procurement Office in writing at [bidinfo@santarosa.fl.gov](mailto:bidinfo@santarosa.fl.gov) prior to 12:00 p.m. on **November 17, 2021**.

Santa Rosa County Board of County Commissioners encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The Board does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

The Board of County Commissioners reserves the right to waive irregularities in bids, to reject any or all bids with or without cause, and to award the bid that it determines to be in the best interest of Santa Rosa County.

By order of the Board of County Commissioners of Santa Rosa, Florida

**SECTION II.**  
**STANDARD INSTRUCTIONS AND SUBMITTAL**  
**REQUIREMENTS**

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PRE-PROPOSAL ACTIVITY

Except as provided in this section, 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: Santa Rosa County Procurement Office, 6495 Caroline Street, Suite L Milton Fl. 32570. Email; [Bidinfo@santarosa.fl.gov](mailto:Bidinfo@santarosa.fl.gov).

All questions or inquiries must be received no later than the last day for questions stated in the RFP & Legal Notice. 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 the Santa Rosa County website at <https://www.santarosa.fl.gov> keyword; Bids.

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.

PROPOSED SCHEDULE

Request for Proposal Published	November 10, 2021
Deadline for Questions	November 17, 2021 @ 12:00 p.m.
Proposals Due	December 1, 2021 @ 10:00 a.m.

PREPARATION OF RFP

The respondent shall submit proposals in accordance with the public notice.

Any proposal 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 may be rejected.

A proposal 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 proposal 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 proposal submitted by an individual shall show the respondent's name and official address.

A proposal 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. Santa Rosa County does not accept electronic signatures in proposal submissions.

The proposal 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 and qualification to do business as an out-of-state corporation in the State of Florida. 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 proposal shall be based upon the completion of the Work according to the drawings and specifications, together with all addenda thereto.

### SUBMITTAL OF PROPOSAL

A proposal 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 sealed and clearly labeled with the words "RFP 22-007 Pest Control Services", name of respondent/firm and date and time of opening so as to guard against premature opening of any bid and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by email, facsimile, or telephone will NOT be accepted.

### INTEGRITY OF PROPOSAL DOCUMENTS

Respondents shall use the original documents provided by the Santa Rosa County Procurement Office and enter information only in the spaces where a response is requested. Respondents may use an attachment to the documents if sufficient space is not available. Any modifications or alterations to the original 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.

### WITHDRAWAL OF SUBMITTALS

Any Respondent may withdraw its Submittal, either personally or by written request, at any time prior to the scheduled time for opening Submittals.

### INTERPRETATION

No oral interpretation will be made to any Respondent as to the meaning of the drawings or specifications. Every interpretation made to a Respondent will be in the form of an Addendum to the specifications. Addenda will be furnished to each Respondent, but it shall be the Respondent's responsibility to make inquiry as to Addenda issued. All such addenda shall become part of the contract and all Responders shall be bound by such Addenda whether or not received by the Responders.

### PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

All responses will remain subject to acceptance or rejection by Santa Rosa County for sixty (60) calendar days after the day of the response opening. The County may, in its sole discretion, release any response and return the response security prior to the end of this period.

### CONDITIONAL & INCOMPLETE PROPOSALS

Santa Rosa County specifically reserves the right to reject any conditional response.

### ADDITION/DELETION OF ITEM

The County reserves the right to add or delete any item from this response or resulting contract when deemed to be in the County's best interest.

### 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 proposal specifications. Respondent must also explain any deviation from the proposal 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.

### FAMILIARITY WITH LAWS

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.

### EXAMINATION OF DOCUMENTS AND SITE

Before submitting their proposal, the Respondent shall familiarize themselves with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. Respondent shall also examine all drawings, specifications, addenda and other Contract Documents to be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract.

### RIGHT TO REJECT PROPOSAL

The Owner reserves the right to waive informalities in bids to reject any or all proposals with or without cause and accept the proposal that in its judgment is in the best interest of the County.

### DISQUALIFICATION OF RESPONDENTS

Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:

Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.

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.

Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

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. Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

### DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses 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.

### REVIEW OF PROCUREMENT DOCUMENTS

Per Florida Statute 119.071 (1) 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 responses, proposals, or final replies, whichever is earlier.

### 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.

**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 (850) 983-1925, [wandap@santarosa.fl.gov](mailto:wandap@santarosa.fl.gov); 6495 CAROLINE STREET, SUITE C, MILTON, FLORIDA 32570.

#### 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.

#### FAILURE OF PERFORMANCE/DELIVERY

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

#### 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.

#### 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.

#### 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.

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

#### 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.

#### CONE OF SILENCE CLAUSE

The Santa Rosa 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 Procurement Office. The period commences from the date of advertisement until award of contract. All communications shall be directed to the Procurement Office.

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

#### EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

Santa Rosa County Staff will review all bids and will provide the recommendation to award to the Procurement Office, the County Administrator and the Board of County Commissioners. The County will award the bid to the responsive and responsible vendor(s) with the lowest responsive bid(s). 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. Santa Rosa 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.

Santa Rosa County reserves its right to reject any or all Responses, including without limitation nonconforming, nonresponsive, unbalanced or conditional Bids. The County further reserves the right to reject the Response of any Responder whom it finds after reasonable inquiry and evaluation to not be responsible. In evaluating Responses, the County may consider the qualifications of Responders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted with the Response.

Santa Rosa County reserves the right to waive any informalities or reject any and all Responses, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this Response and to accept the Response that in its judgment will best serve the interest



of the County.

FORM OF AGREEMENT

The Contract form shall be provided by the Procurement Office. The successful contractor shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the County Procurement Office all required contract documents. The awarded contractor shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by Santa Rosa County Procurement Office before the successful contractor may proceed with the work.

**Attachment "B"**  
**Insurance Requirements**

**Santa Rosa County**  
**Insurance Requirements**  
**March 2021**

**Workers' Compensation** – meet statutory limits in compliance with the Workers Compensation Laws of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

**Commercial General Liability** – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:

- a. Premises/operations
- b. Products/complete operations
- c. Contractual liability
- d. Independent contractors

**Business Auto Liability** – coverage shall provide minimum limits \$500,000. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of 500,000 per person/500,000 per accident and 500,000 for property damage are required.

This shall include coverage for:

- a. Owned autos
- b. Hired autos
- c. Non-owned autos

Special Requirements:

- 1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:
  - a. Santa Rosa County shall be named as an additional insured on all coverages except workers' compensation.

b. Santa Rosa County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.

2) It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

***3) It should be noted that these are minimum requirements which are subject to modification in response to specialized or high hazard operations.***

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

**Attachment “C”  
Civil Rights Clauses**

## 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.*)

**Attachment "D"**  
**Scrutinized Contractors Certificate**

## VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, 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: 12-28-21

SIGNATURE: 

COMPANY: FLORIDA PEST CONTROL

NAME: DRAKE WADE  
(Typed or Printed)

ADDRESS: 4920 GLOVER LN.

TITLE: DISTRICT MANAGER

MILTON, FL 32570

E-MAIL: DWADE@FLAPEST.COM

PHONE NO.: 850-623-0391