



**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA**

**OFFICE OF PURCHASING**

213 PALAFOX PLACE, 2<sup>nd</sup> Floor – Pensacola, FL 32502  
P.O. BOX 1591  
PENSACOLA, FL 32591-1591  
TELEPHONE (850) 595-4980  
(SUNCOM) 695-4980  
TELEFAX (850) 595-4805  
<http://www.myescambia.com/departments/purchasing>

CLAUDIA SIMMONS  
*Purchasing Manager*

**CERTIFICATION OF CONTRACT**

**TITLE: Pest and Rodent Control Services**

**CONTRACT NO.: PD 12-13.035**

**AWARD DATE: May 16, 2013**

**EFFECTIVE DATE: 07-01-13 through 06-30-2016**

**AWARD:** That the Board award a three-year fixed price contract for “Pest and Rodent Control Services, PD 12-13.035”, to Florida Pest Control, and Chemical Company in accordance with the terms and conditions of the solicitation, in an estimated yearly amount of \$19,290.00 with funding available from various Funds and Cost Centers.

**STATUS:** (Chronological notations of the key events related to dates of effectiveness, renewals and extensions, etc.)

**CONTRACTOR(S):** Florida Pest Control, and Chemical Company

**ANY QUESTIONS, SUGGESTIONS, OR CONTRACT SUPPLIER PROBLEMS WHICH MAY ARISE SHALL BE BROUGHT TO THE ATTENTION OF Lester Boyd, Purchasing Specialist, Phone: 850-595-4944, Fax: 850-595-4805, SUNCOM: 850-695-4944, E-MAIL: [LLBOYD@myescambia.com](mailto:LLBOYD@myescambia.com).**

- A. **AUTHORITY** - Upon affirmative action taken by the Board of County Commissioners on **May 16, 2013**, a Contract Agreement has been executed between the Board of County Commissioners, Escambia County Florida and the designated contractor(s).
- B. **EFFECT** - This contract was entered into to provide economies in the purchase of pest and rodent control services, as described within the solicitation. Therefore, in compliance with **County Ordinance Chapter 46 Finance, Article II Division 3, Section 46-81**, all purchases of these commodities shall be made under the terms, prices, and conditions of this contract and with the suppliers specified.
- C. **ORDERING INSTRUCTIONS** - All purchase orders shall be issued in accordance with **Codified County Ordinance, Chapter 46 Finance, Article II Purchases and Contracts; and, as supplemented by Ordinance 2001-9 and Ordinance 2001-60**. Purchases shall be at the prices indicated, exclusive of all Federal, State and local tax. All contract purchase orders shall show the contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)
- D. **CONTRACTOR PERFORMANCE** - Departments shall report any vendor failure to perform according to the requirements of this contract on Report of Unsatisfactory Materials And/Or Service, Form F0140 to this office.
- E. **VENDOR PERFORMANCE EVALUATION FORM** - Contract Appraisal, form F0190 should be used to provide your input and recommendations for improvements in the contract to the Office of Purchasing for receipt no later than 90 days prior to the expiration date of this contract.



**AGREEMENT RELATING TO  
PEST AND RODENT CONTROL SERVICES PD12-13.035**

This Agreement is made and entered into this 14 day of MAY, 2013 ("Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Florida Pest Control and Chemical Company, Inc., a Florida for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 59-6060716, and whose principal address 116 NW 16<sup>th</sup> Avenue, Gainesville, Florida, 32601, and whose local address is 452 West Pinestead Road, Pensacola, Florida 32503.

**WITNESSETH:**

**WHEREAS**, the County issued an Invitation to Bid relating to pest and rodent control services (PD 12-13.035); and

**WHEREAS**, Contractor was the most responsive and responsible bidder proposing to provide such services; and

**WHEREAS**, the County desires to enter into an agreement with Contractor for the provision of pest and rodent control services as specified herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence as of the effective date and continue for a term of three (3) years with the option to renew for two additional one (1) year terms. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.
3. Scope of Work. Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Invitation to Bidders for Pest and Rodent Control Services, Specification No. P.D. 12-13.035, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor in accordance with the Bid Form, dated April 26, 2013, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".
5. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the work order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Billing. Contractor shall submit invoices to County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Florida Pest Control & Chemical Co., Inc.  
Attention: Greg Lawrence  
452 West Pinestead Road  
Pensacola, Florida 32503

To: Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but



not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement 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 of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the 14 day of MAY, 2013, and Florida Pest Control and Chemical Co., Inc., signing by and through its Chief Operating Officer, duly authorized to execute same.

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 5/9/13

COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: [Signature]  
Gene M. Valentino, Chairman

Date: 05-16-2013

BCC Approved: 5-16-2013

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

By: [Signature]  
Deputy Clerk



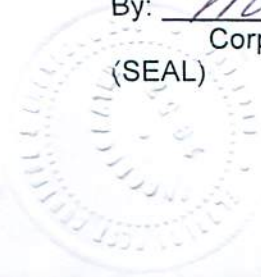
CONTRACTOR:  
FLORIDA PEST CONTROL &  
CHEMICAL CO., INC.

By: [Signature]  
Greg Lawrence, COO

Date: 5/14/13

ATTEST:

By: [Signature]  
Corporate Secretary  
(SEAL)



**ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**Bid Information** See Home Page URL: <http://www.myescambia.com/purchasing>  
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
  - 5.01 **Taxes**
  - 5.02 **Discounts**
  - 5.03 **Mistakes**
  - 5.04 **Condition and Packaging**
  - 5.05 **Safety Standards**
  - 5.06 **Invoicing and Payment**
  - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
  - 9.01 **County Procedure on Acceptance of Gifts**
  - 9.02 **Contractors Required to Disclose any Gift Giving**
  - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**



**ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS**  
**The following General Terms and Conditions are incorporated by reference (continued).**

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

**SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

**Instructions to Offerors**

1. **General Information**



## **SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### **Instructions to Offerors**

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 12-13.035, "Pest and Rodent Control Services", Name of Submitting Firm, Time and Date due.**

**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

### **SCOPE OF WORK SUMMARY**

**Escambia County is seeking a responsible and responsive company to provide pest and rodent control services to various county buildings. The individuals actually providing the service must have the proper certification to dispense pesticides.**

2. **Procurement Questions**

Procurement questions may be directed to Lester L. Boyd, Purchasing Specialist, (850) 595-4944 Telephone, (850) 595-4805 Fax. Technical questions may be directed to William Turner, Facilities Management, (850) 595-3190, Telephone, (850) 595-3192, Fax.

3. **Bid**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

4. **Pre-Solicitation Conference**

A Non-Mandatory Pre-Solicitation Conference will be held at the Matt Langley Bell Building, 213 Palafox Place, 2<sup>nd</sup> Floor, Pensacola, FL 32502 in Conference Room #11.407 on Wednesday, April 15, 2013, at 10:30a.m., CDT. At this time, the Board's representative will be available to answer questions relative to this Solicitation. Any suggested modifications may be discussed with the Board's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Solicitation.



5. **Inspection of Facilities**

It is the offeror's responsibility to become fully informed as to where services are to be performed. Arrangements for offeror's inspection of facilities and/or activity schedules may be secured from William Turner, Facilities Management, (850) 595-3190. Failure to visually inspect the facilities may be cause for disqualification of your offer.

6. **F.O.B. Point**

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading (this includes inside delivery if requested) to designated point within Escambia County.

7. **Delivery**

Services to be provided as outlined in the Scope of Work and call back services as requested by the County.

8. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration, (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
  1. The potential for fire, explosion, corrosiveness and reactivity;
  2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
  3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

9. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local safety codes.

10. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed original invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an original invoice, in duplicate, to:

Clerk of the Circuit Court  
Attention: Accounts Payable  
221 Palafox Place  
Pensacola, FL 32502

11. **Protection of Property/Security**

The awarded vendor shall take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

**Contract Information**

**NOTICE**

**It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.**

12. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for two (2) additional twelve (12) month periods, up to a maximum sixty (60) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

13. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

14. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

15. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve (12) months, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved it shall be accomplished by written amendment to this contract and approved by the Board.

16. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within the offeror's area of responsibility, territory, zone, region, etc., unless otherwise stipulated by the offeror on the bid form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this offer.



17. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

18. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid/proposal form, for less than \$1000.00 per individual transaction.

The County can issue vouchers for less than \$1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid form.

19. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

20. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

21. **Award**

Award shall be made on an "all-or-none total" basis.

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

22. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

23. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

24. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form.

It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

**Insurance Requirements**

25. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

**County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements

of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

#### **Workers Compensation Coverage**

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

#### **General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.



**General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x, c, u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

**Business Auto Liability Coverage**

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

**Excess or Umbrella Liability Coverage**

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
Escambia County  
Attention: Lester L. Boyd  
Office of Purchasing, Room 11.101  
P.O. Box 1591  
Pensacola, FL 32591-1591  
Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

26. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

## **PEST AND RODENT CONTROL SERVICES**

**CONTRACT EFFECTIVE:** July 1, 2013 through June 30, 2016 plus two 12-month options to extend contract for a total of 60 months.

**I. INTENT:**

This information outlines the responsibility of the pest control vendor to furnish all professional services, skilled labor, materials, equipment, tools, permits, insurance and fees (if necessary) to provide pest control services in Escambia County facilities.

**II. SCOPE OF SERVICE:**

**A. OVERVIEW:**

The objective is to eliminate common pests as a public health hazard by routine service cycle; and call backs, as necessary, under the direction of the Facilities Management Department. All service, regular and special, will be performed so as not to interrupt the normal operations of the Escambia County facilities served.

**B. SERVICE PERFORMANCE:**

1. Vendor will perform services for the control of, but not necessarily limited to the following pest:

- a. Roaches, ants, silverfish, flees, spiders
- b. Bird lice
- c. Rats and mice
- d. Bees and fire ants on and along exterior walls, breezeways and loading docks
- e. Clover mites
- f. Occasional invaders (such as squirrels and raccoons requiring the temporary use of a live trap)

Note - Termite and wood destroying organisms are not covered under this contract.

2. Vendor is required to service each facility at a minimum of once a month. All services rendered shall be documented by the vendor, and shall be submitted to Facilities Management with the vendor's monthly request for payment invoice.



3. **Pest Control Log books (provided by the vendor) shall be maintained at predetermined locations in the following facilities.**

**Central Booking and Detention Facility - 1200 W. Leonard St.  
Government Complex - Ernie Lee Magaha – 221 Palafox Place  
Juvenile Justice Center – 1800 St. Mary St.  
M.C. Blanchard Judicial Building – 190 W. Government St.  
Main Jail – 2935 N. "L" St.  
Sheriff's Administration Building – 1700 W. Leonard St.  
Community Probation – 2251 N. Palafox St.**

**And any other contracted facility the Facilities Management Department deems necessary to monitor during the term of the contract.**

**There shall be separate logbooks for each of the above facilities and these log books shall document all visits to the facilities. At a minimum the following information shall be recorded in the log.**

- a. **Date of visit**
- b. **Purpose of visit**
- c. **Call back request number (if applicable)**
- d. **Name of technician rendering service**

**This book is an official record and it shall be maintained in a clean, neat, and legible manner.**

4. **All callbacks will be requested by the use of enclosure (1). This form will be initiated by the Facilities Management Department and transmitted to the vendor for immediate response and action. Contact person on form shall be notified when call-back services will be performed. It is the vendor's responsibility to document all call-back services and obtain a signature from a building representative. All completed forms shall be attached to and submitted with the monthly request for payment.**
5. **A monthly invoice shall be submitted listing a breakdown of cost for each location. Attach documentation of service that is dated and signed by a representative for each site.**
6. **All work shall be performed in a safe and effective manner in accordance with federal, state and local regulations as an approved pest control procedure.**

**III. MATERIALS:**

**All pesticides and rodenticides used shall have been registered by the Environmental Protection Agency and any other governmental agency having authority in this field. The vendor will apply such chemicals in strict accordance with label recommendations.**

**Material Safety Data Sheets will be furnished to the County at commencement of the contract and upon any future request.**

**BID FORM**

Specification Number PD 12-13.035  
**PEST AND RODENT CONTROL SERVICES**

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

Date: 4-26-2013

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Pest and Rodent Control Services as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price

| <b>PEST CONTROL:</b> |              |                                      |                           |                       |
|----------------------|--------------|--------------------------------------|---------------------------|-----------------------|
| <b>Bldg #</b>        | <b>Sq Ft</b> | <b>Building</b>                      | <b>Address</b>            | <b>Cost per Month</b> |
| 71                   | 7,000        | Agricultural Extension Services      | 3740 Stefani Drive        | 22. <sup>00</sup>     |
| 46                   | 21,367       | Animal Shelter                       | 200 W. Fairfield Drive    | 9. <sup>00</sup>      |
| 223                  | 9,888        | Barrineau Park Community Center      | 6055 Barrineau Park Rd.   | 14. <sup>00</sup>     |
| 73                   | 3,155        | Beulah Senior Citizen Center         | 7425 Woodside Drive       | 11. <sup>00</sup>     |
| 123                  | 3,540        | Bryneville Community Center          | 1701 Hwy 4A - Century     | 14. <sup>00</sup>     |
| 155                  | 167,855      | Central Booking & Detention Facility | 1200 W. Leonard St.       | 95. <sup>00</sup>     |
| 295                  | 74,630       | Central Office Complex               | 3363 W. Park Pl.          | 20. <sup>00</sup>     |
| 61                   | 6,206        | Century Courthouse                   | Highway 4 - Century       | 15. <sup>00</sup>     |
| 65                   | 4,115        | Century EMS                          | 6029 Industrial - Century | 10. <sup>00</sup>     |
| 179A                 | 15,370       | Clerk of Court Archives              | 120 E. Blount St.         | 10. <sup>00</sup>     |
| 146                  | 2,400        | COB Maintenance Building             | 2251-A N. Palafox         | 12. <sup>00</sup>     |
| 130                  | 28,823       | Community Probation                  | 2251 N Palafox            | 14. <sup>00</sup>     |
| 56                   | 865          | Court Admin                          | 100 W. Maxwell            | 13. <sup>00</sup>     |
| 62                   | 7,124        | Davisville Community Center          | 6470 Hwy 4 W, Century     | 13. <sup>00</sup>     |
| 63                   | 1,965        | Dorrie Miller Community Center       | 2819 N. Miller St.        | 12. <sup>00</sup>     |
| 241                  | 2,964        | Ebonwood Community Center            | 3511 W Scott St           | 15. <sup>00</sup>     |
| 66                   | 6,949        | Employee Health Clinic               | 2257 N. Baylen St.        | 14. <sup>00</sup>     |
| 256                  | 1,200        | EMS Building                         | 256-A W Hayes             | 10. <sup>00</sup>     |
| 68                   | 10,824       | Englewood Boys & Girls               | 2751 N "H" Street         | 14. <sup>00</sup>     |
| 179                  | 35,000       | Facilities Management                | 100 E. Blount St.         | 14. <sup>00</sup>     |
| 72                   | 13,670       | Felix Miga Community Center          | 904 N. 57th Ave           | 10. <sup>00</sup>     |
| 242                  | 126,700      | Government Complex-ELM               | 221 Palafox Place         | 40. <sup>00</sup>     |
| 203                  | 8,319        | Government Complex-FDOT              | 1651 East Nine Mile Rd    | 30. <sup>00</sup>     |
| 80                   | 93,474       | Juvenile Justice Center              | 1800 St. Mary Ave         | 63. <sup>00</sup>     |
| 267                  | 2,964        | Lexington Terrace Community Center   | 900 S. Cory Field Rd      | 23. <sup>00</sup>     |
| 102                  | 6,273        | LSC Shop/Paint Booth                 | 1350 W. Leonard St.       | 10. <sup>00</sup>     |
| 255                  | 1,200        | LSC Supervisor Building              | 1135 W. Hayes-Duplex      | 7. <sup>00</sup>      |



|     |         |                                   |                       |                   |
|-----|---------|-----------------------------------|-----------------------|-------------------|
| 69  | 217,015 | Main Jail                         | 2935 N. L Street      | 95. <sup>00</sup> |
| 181 | 1,965   | Marie Ella Davis Community Center | 16 Raymond St.        | 14. <sup>00</sup> |
| 301 | 13,220  | Marie K Young Community Center    | 6405 Wagner Rd        | 14. <sup>00</sup> |
| 49  | 39,100  | Matt Langley Bell Building        | 213 Palafox Place     | 19. <sup>00</sup> |
| 217 | 1,965   | Mayfair Community Center          | 701 S. Madison Drive  | 14. <sup>00</sup> |
| 79  | 333,684 | MC Blanchard - Judicial Center    | 190 Government St.    | 68. <sup>00</sup> |
| 292 | 15,600  | Molino Community Center           | 6450 Hwy 95A          | 14. <sup>00</sup> |
| 302 | 7,133   | Molino T C & P A                  | 6440 Hwy 95A          | 10. <sup>00</sup> |
| 260 | 2,978   | Mosquito Control                  | 601 Hwy 297A          | 20. <sup>00</sup> |
| 153 | 1,636   | Oak Grove Community Center        | 745 Hwy 99            | 9. <sup>00</sup>  |
| 59  | 40,680  | Old Escambia Courthouse           | 223 Palafox Place     | 25. <sup>00</sup> |
|     |         |                                   |                       |                   |
| 224 | 60,310  | Public Safety                     | 6575 N. W Street      | 20. <sup>00</sup> |
| 185 | 1,965   | Quintette Community Center        | 2490 Quintette Lane   | 14. <sup>00</sup> |
| 150 | 1,007   | Road Dept Mobile Hwy Sub          | 775 Mobile Hwy        | 10. <sup>00</sup> |
| 113 | 108,927 | Sheriff Admin Building            | 1700 W. Leonard St.   | 15. <sup>00</sup> |
| 272 | 15,680  | Sheriff Garage                    | 3101 H St.            | 43. <sup>00</sup> |
| 119 | 17,214  | Sheriff Narcotics                 | 1300 W. Leonard       | 10. <sup>00</sup> |
| 121 | 3,606   | Sheriff Sub - Hood                | 97 Hood Drive         | 10. <sup>00</sup> |
| 4   | 1,100   | Sheriff Sub - Big Lagoon          | 12950 Gulf Beach Hwy  | 10. <sup>00</sup> |
| 124 | 2,000   | Sheriff Sub - Molino              | 5844 N. Hwy 29        | 10. <sup>00</sup> |
| 139 | 2,845   | Sheriff Sub - Pensacola Beach     | 41 Fort Pickens Rd    | 10. <sup>00</sup> |
| 45  | 21,367  | Sheriff Video Visitation          | 1190 W Leonard        | 20. <sup>00</sup> |
| 303 | 6,084   | Sheriff Sub - Warrington          | 30 N Navy             | 10. <sup>00</sup> |
| 219 | 10,332  | W St Tax Office                   | 6451 W Street         | 10. <sup>00</sup> |
| 81A | 5,688   | Warrington Navy Blvd. Tax Office  | 507 Navy Blvd.        | 10. <sup>00</sup> |
| 173 | 3,139   | Wind Mitigation                   | 3740 Stefani Drive    | 25. <sup>00</sup> |
|     |         |                                   |                       |                   |
| 20  | 5,559   | Beulah VFD                        | 6400 W. Nine Mile Rd. | 10. <sup>50</sup> |
| 132 | 8,160   | Brent VFD                         | 5925 N "W" St.        | 10. <sup>50</sup> |
| 133 | 6,923   | Cantonment VFD                    | 2 Woodland Blvd.      | 10. <sup>50</sup> |
| 140 | 6,120   | Century VFD                       | 10 Tedder Rd.         | 10. <sup>50</sup> |
| 213 | 1,500   | Century Sub VFD                   | 10 Tedder Rd.         | 10. <sup>50</sup> |
| 134 | 11,689  | Ensley VFD                        | 8624 Pensacola Blvd.  | 10. <sup>50</sup> |
| 135 | 8,377   | Ferry Pass VFD                    | 2331 E. Johnson Ave.  | 10. <sup>50</sup> |
| 2   | 6,892   | Innerarity VFD                    | 14250 Innerarity Rd.  | 10. <sup>50</sup> |
| 3   | 5,218   | Perdido Key Sub #1 VFD            | 15500 Perdido Key Dr. | 10. <sup>50</sup> |
| 1   | 2,031   | Perdido Key Sub #2 VFD            | 1425 Bauer Field Rd.  | 10. <sup>50</sup> |
| 141 | 6,146   | McDavid VFD                       | 100 Century Blvd.     | 10. <sup>50</sup> |
| 9   | 8,280   | Myrtle Grove VFD                  | 7209 Lillian Hwy.     | 10. <sup>50</sup> |

|       |        |                                      |                         |       |
|-------|--------|--------------------------------------|-------------------------|-------|
| 215   | 14,880 | New Bellview Station                 | 7009 Pine forest Rd     | 10.50 |
| 11    | 1,006  | Fire Marshall Office                 | 4701 Maywood Ave.       | 12.00 |
| 294   | 8,017  | Pensacola Beach VFD                  | 901 Via De Luna         | 10.50 |
| 6     | 9,260  | Pleasant Grove VFD                   | 9350 Gulf Beach Hwy.    | 10.50 |
| 136   | 8,206  | Walnut Hill VFD                      | 7760 Hwy. 97            | 10.50 |
| 160   | 2,023  | Walnut Hill Sub VFD                  | 6105 Hwy. 99            | 10.50 |
| 156   | 6,965  | Molino VFD                           | 1455 Molino Rd.         | 10.50 |
| 177   | 2,022  | Molino Sub VFD                       | 4325 White Ash Rd.      | 10.50 |
| 231   | 9,818  | Osceola VFD                          | 2601 Massachusetts Ave. | 12.00 |
|       |        |                                      |                         |       |
| 30    | 990    | Road Prison Kitchen Storage          | 601 N Hwy 297 A         | 15.00 |
| 31    | 616    | Road Prison - Office                 | 601 N Hwy 297 A         | 0.00  |
| 32    | 18,482 | Road Prison - Barracks               | 601 N Hwy 297 A         | 45.00 |
| 33    | 450    | Road Prison - Portable Building      | 601 N Hwy 297 A         | 0.00  |
| 220   | 3,160  | Road Prison - Admin                  | 601 N Hwy 297 A         | 13.00 |
| 221   | 3,120  | Road Prison - Multi-Purpose          | 601 N Hwy 297 A         | 10.00 |
| 280   | 360    | Road Prison Metal Storage Shed       | 601 N Hwy 297 A         | 0.00  |
| 281   | 800    | Road Prison Maintenance Storage      | 601 N Hwy 297 A         | 0.00  |
| 286   | 1,175  | Road Prison RCO Maint. Office        | 601 N Hwy 297 A         | 0.00  |
| 297   | 660    | Road Prison Geo Thermal Bldg.        | 601 N Hwy 297 A         | 0.00  |
|       |        |                                      |                         |       |
| 37    | 2,730  | Road Dept. - Admin                   | 601 N Hwy 297 A         | 0.00  |
| 36    | 19,945 | Road Dept. - Fleet Garage            | 601 N Hwy 297 A         | 10.00 |
| 40    | 5,351  | Road Dept. - Small Equipment/Traffic | 601 N Hwy 297 A         | 10.00 |
| 270   | 947    | Road Dept. -W/O Bldg/Portable        | 601 N Hwy 297 A         | 10.00 |
| 42    | 1,890  | Road Dept. - Admin/Saw Shop          | 601 N Hwy 297 A         | 0.00  |
| 104   | 7,410  | North Camp Fleet Maint.              | 4901 Camp Rd., Century  | 11.00 |
|       |        |                                      |                         |       |
| 28    | 357    | Solid Waste-Scale House              | 13009 Beulah Rd.        | 10.00 |
| 23    | 2,649  | Solid Waste-Admin.                   | 13009 Beulah Rd.        | 20.00 |
| 27    | 4,206  | Solid Waste-Fleet Garage Bldg.       | 13009 Beulah Rd.        | 10.00 |
| 30281 | 658    | Solid Waste - Guard Trailer          | 13009 Beulah Rd.        | 10.00 |
| 296   | 144    | Solid Waste-Oak Grove Shed           | 745 N. Hwy. 99          | 10.00 |
|       |        | Palafox Transfer Station             | 2906 N. Palafox         | 10.00 |
|       |        |                                      |                         |       |
| 1135  | 600    | John R. Jones Softball Concession    | E. Nine Mile Rd.        | 10.00 |
| 1071  | 1,257  | Ashton Brosnaham - Concession        | 10370 Brosnaham Park.   | 15.00 |
| 1072  | 651    | Ashton Brosnaham - Bathrooms         | 10370 Brosnaham Park.   | 5.00  |
| 1074  | 672    | Ashton Brosnaham - Concession        | 10370 Brosnaham Park.   | 5.00  |
| 1300  | 938    | Ashton Brosnaham - Ticket Office     | 10370 Brosnaham Park.   | 5.00  |



|      |        |                                   |                        |                |
|------|--------|-----------------------------------|------------------------|----------------|
| 1302 | 2,725  | Ashton Brosnaham - Meeting Room   | 10370 Brosnaham Park.  | \$ 00          |
| 1303 | 2,725  | Ashton Brosnaham - Locker         | 10370 Brosnaham Park.  | \$ 00          |
| 1305 | 492    | Ashton Brosnaham - Press Box      | 10370 Brosnaham Park.  | \$ 00          |
| 189  | 774    | Equestrian Center - Admin         | 7750 Mobile Hwy.       | \$ 00          |
| 257  | 540    | Equestrian Center - Ticket Office | 7750 Mobile Hwy.       | \$ 00          |
| 82   | 1,968  | Lakestone Center - Pavilion       | 801 W. Highway 4       | 15.00          |
| 83   | 656    | Lakestone Center - Bathhouse      | 801 W. Highway 4       | \$ 00          |
| 229  | 30,838 | Probation/Work Release            | 1211 W. Fairfield Ave. | 38.00          |
|      |        |                                   | <b>TOTAL</b>           | <b>1607.50</b> |

GRAND TOTAL FOR THE YEAR: \$ 19,240.00

Name(s) of personnel with certification SEE ATTACHED

**CONTRACTOR REQUIREMENTS**

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority  
 Document Number 205B19

Occupational License No. JB 575

Type of Contractor's License, Certification and/or  
 Registration PEST CONTROL COMPANY

Expiration Date: 10-31-2013

Terms of Payment  Net 30 Days  2% 10th Prox

Bidder: Florida Pest Control + Chemical Co.

By: [Signature]

Signature: [Signature]

Title: CDD

Address: 116 NW 16th AVE

DAIRSVILLE FL 32601

Person to contact concerning this bid:  
CHRIS POWELL  
 Phone/Toll Free/Fax # 352-999-3054 CELL  
850-626-0710 FAX  
 E-Mail Address: C.POWELL@FLAPEST.COM  
 Home Page Address: WWW.FLAPEST.COM

**Purchasing Agreements with Other Governmental Agencies**

Accept provisions of purchase agreement with other governmental agencies.  Yes  No

Signature: [Signature] - A/R DIRECTOR

Names and addresses of proposed Subcontractors to be utilized for work on this project:

- 1.
- 2.
- 3.

**ESCAMBIA COUNTY FLORIDA  
INVITATION TO BID  
BIDDER'S CHECKLIST  
PEST AND RODENT CONTROL SERVICES  
SPECIFICATION PD 12-13.035**

- HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

*\* Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:**

- SOLICITATION, OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID FORMS (IN DUPLICATE WITH ORIGINAL SIGNATURE)

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID**

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)
- WRITTEN OPINION OF AN ATTORNEY FROM A FOREIGN STATE AS TO BID PREFERENCES
- BEFORE YOU SUBMIT YOUR BID, HAVE YOU:  
PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?
- THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE

- HOW TO SUBMIT A NO BID

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "**REASON FOR NO BID**" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR  
BID ONLY.  
DO NOT RETURN WITH YOUR BID**

**ESCAMBIA COUNTY  
FLORIDA**

**INVITATION TO BIDDERS**

**Pest and Rodent Control Services**

**SPECIFICATION NUMBER PD 12-13.035**

BIDS WILL BE RECEIVED UNTIL: 10:30a.m., CDT, Wednesday, May 1, 2013

A Pre-Solicitation Conference will be held Monday, April 15, 2013, at 10:30 a.m., CDT in Room 11.407 at Matt Langley Bell III Building, 213 Palafox Place, Pensacola, Florida 32502

**Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32591-1591**

**Board of County Commissioners**

Gene Valentino, Chairman  
Lumon May, Vice Chairman  
Wilson B. Robertson  
Grover Robinson, IV  
Steven Barry

**From:  
Claudia Simmons  
Purchasing Manager**

**Procurement Assistance:**

Lester L. Boyd  
Purchasing Specialist  
Office of Purchasing  
213 South Palafox Place, 2<sup>nd</sup> Flr.  
Matt Langley Bell III., Bldg.  
Pensacola, FL 32502  
Tel: (850) 595-4944  
Fax: (850) 595-4805

**Technical Assistance:**

William M. Turner  
Facilities Maintenance  
Division Manager  
100 E. Blount Street  
Pensacola, FL 32501  
Tel: (850) 595-3190  
Fax: (850) 595-3192

**SPECIAL ACCOMMODATIONS:**

**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).**

**NOTICE**

**It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.**

**PROJECT NAME  
PD 12-13.035**

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**Forms marked with a (\*\* Double Asterisk) should be returned with Offer.**

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# SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\*

## SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA

**SUBMIT OFFERS TO:**  
**CLAUDIA SIMMONS**  
**Purchasing Manager**

Invitation to Bid

Office of Purchasing, 2nd Floor, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Post Office Box 1591, Pensacola, FL 32591-1591  
Phone No: (850)595-4980 Fax No: (850) 595-4805

**PEST AND RODENT CONTROL SERVICES**  
**PD 12-13.035**

### SOLICITATION

MAILING DATE: Monday, April 8, 2013

PRE-BID CONFERENCE: Monday, April 15, 2013, 10:30a.m. CDT

OFFERS WILL BE RECEIVED UNTIL: Wednesday, May 1, 2013, 10:30a.m., CDT and may not be withdrawn within 90 days after such date and time.

### POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

### OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

DELIVERY DATE WILL BE \_\_\_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: \_\_\_\_\_

REASON FOR NO OFFER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, ST. & ZIP: \_\_\_\_\_

PHONE NO.: (\_\_\_\_) \_\_\_\_\_

BID BOND ATTACHED \$ \_\_\_\_\_ N/A \_\_\_\_\_

TOLL FREE NO.: (\_\_\_\_) \_\_\_\_\_

FAX NO.: (\_\_\_\_) \_\_\_\_\_

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

\*\*

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)

**\*\*Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

### AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

Name and Title of Signer (Type or Print)

Name of Contractor

By \_\_\_\_\_

County Administrator

Date

By \_\_\_\_\_

Signature of Person Authorized to Sign

Date

WITNESS \_\_\_\_\_

Date

ATTEST: \_\_\_\_\_

Corporate Secretary

Date

WITNESS \_\_\_\_\_

Date

[CORPORATE SEAL]

ATTEST: \_\_\_\_\_

Witness

Date

Awarded Date \_\_\_\_\_

ATTEST: \_\_\_\_\_

Witness

Date

Effective Date \_\_\_\_\_



BID FORM

**Specification Number PD 12-13.035  
PEST AND RODENT CONTROL SERVICES**

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

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

Commissioners:

In accordance with your “Invitation for Bids” and “Instructions to Bidders” for **Pest and Rodent Control Services** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price

| <b>PEST CONTROL:</b> |              |                                      |                           |                       |
|----------------------|--------------|--------------------------------------|---------------------------|-----------------------|
| <b>Bldg #</b>        | <b>Sq Ft</b> | <b>Building</b>                      | <b>Address</b>            | <b>Cost per Month</b> |
| 71                   | 7,000        | Agricultural Extension Services      | 3740 Stefani Drive        |                       |
| 46                   | 21,367       | Animal Shelter                       | 200 W. Fairfield Drive    |                       |
| 223                  | 9,888        | Barrineau Park Community Center      | 6055 Barrineau Park Rd.   |                       |
| 73                   | 3,155        | Beulah Senior Citizen Center         | 7425 Woodside Drive       |                       |
| 123                  | 3,540        | Bryneville Community Center          | 1701 Hwy 4A - Century     |                       |
| 155                  | 167,855      | Central Booking & Detention Facility | 1200 W. Leonard St.       |                       |
| 295                  | 74,630       | Central Office Complex               | 3363 W. Park Pl.          |                       |
| 61                   | 6,206        | Century Courthouse                   | Highway 4 - Century       |                       |
| 65                   | 4,115        | Century EMS                          | 6029 Industrial - Century |                       |
| 179A                 | 15,370       | Clerk of Court Archives              | 120 E. Blount St.         |                       |
| 146                  | 2,400        | COB Maintenance Building             | 2251-A N. Palafox         |                       |
| 130                  | 28,823       | Community Probation                  | 2251 N Palafox            |                       |
| 56                   | 865          | Court Admin                          | 100 W. Maxwell            |                       |
| 62                   | 7,124        | Davisville Community Center          | 6470 Hwy 4 W, Century     |                       |
| 63                   | 1,965        | Dorrie Miller Community Center       | 2819 N. Miller St.        |                       |
| 241                  | 2,964        | Ebonwood Community Center            | 3511 W Scott St           |                       |
| 66                   | 6,949        | Employee Health Clinic               | 2257 N. Baylen St.        |                       |
| 256                  | 1,200        | EMS Building                         | 256-A W Hayes             |                       |
| 68                   | 10,824       | Englewood Boys & Girls               | 2751 N "H" Street         |                       |
| 179                  | 35,000       | Facilities Management                | 100 E. Blount St.         |                       |
| 72                   | 13,670       | Felix Miga Community Center          | 904 N. 57th Ave           |                       |
| 242                  | 126,700      | Government Complex-ELM               | 221 Palafox Place         |                       |
| 203                  | 8,319        | Government Complex-FDOT              | 1651 East Nine Mile Rd    |                       |
| 80                   | 93,474       | Juvenile Justice Center              | 1800 St. Mary Ave         |                       |
| 267                  | 2,964        | Lexington Terrace Community Center   | 900 S. Cory Field Rd      |                       |
| 102                  | 6,273        | LSC Shop/Paint Booth                 | 1350 W. Leonard St.       |                       |
| 255                  | 1,200        | LSC Supervisor Building              | 1135 W. Hayes-Duplex      |                       |

|     |         |                                   |                       |  |
|-----|---------|-----------------------------------|-----------------------|--|
| 69  | 217,015 | Main Jail                         | 2935 N. L Street      |  |
| 181 | 1,965   | Marie Ella Davis Community Center | 16 Raymond St.        |  |
| 301 | 13,220  | Marie K Young Community Center    | 6405 Wagner Rd        |  |
| 49  | 39,100  | Matt Langley Bell Building        | 213 Palafox Place     |  |
| 217 | 1,965   | Mayfair Community Center          | 701 S. Madison Drive  |  |
| 79  | 333,684 | MC Blanchard - Judicial Center    | 190 Government St.    |  |
| 292 | 15,600  | Molino Community Center           | 6450 Hwy 95A          |  |
| 302 | 7,133   | Molino T C & P A                  | 6440 Hwy 95A          |  |
| 260 | 2,978   | Mosquito Control                  | 601 Hwy 297A          |  |
| 153 | 1,636   | Oak Grove Community Center        | 745 Hwy 99            |  |
| 59  | 40,680  | Old Escambia Courthouse           | 223 Palafox Place     |  |
|     |         |                                   |                       |  |
| 224 | 60,310  | Public Safety                     | 6575 N. W Street      |  |
| 185 | 1,965   | Quintette Community Center        | 2490 Quintette Lane   |  |
| 150 | 1,007   | Road Dept Mobile Hwy Sub          | 775 Mobile Hwy        |  |
| 113 | 108,927 | Sheriff Admin Building            | 1700 W. Leonard St.   |  |
| 272 | 15,680  | Sheriff Garage                    | 3101 H St.            |  |
| 119 | 17,214  | Sheriff Narcotics                 | 1300 W. Leonard       |  |
| 121 | 3,606   | Sheriff Sub - Hood                | 97 Hood Drive         |  |
| 4   | 1,100   | Sheriff Sub - Big Lagoon          | 12950 Gulf Beach Hwy  |  |
| 124 | 2,000   | Sheriff Sub - Molino              | 5844 N. Hwy 29        |  |
| 139 | 2,845   | Sheriff Sub - Pensacola Beach     | 41 Fort Pickens Rd    |  |
| 45  | 21,367  | Sheriff Video Visitation          | 1190 W Leonard        |  |
| 303 | 6,084   | Sheriff Sub - Warrington          | 30 N Navy             |  |
| 219 | 10,332  | W St Tax Office                   | 6451 W Street         |  |
| 81A | 5,688   | Warrington Navy Blvd. Tax Office  | 507 Navy Blvd.        |  |
| 173 | 3,139   | Wind Mitigation                   | 3740 Stefani Drive    |  |
|     |         |                                   |                       |  |
| 20  | 5,559   | Beulah VFD                        | 6400 W. Nine Mile Rd. |  |
| 132 | 8,160   | Brent VFD                         | 5925 N "W" St.        |  |
| 133 | 6,923   | Cantonment VFD                    | 2 Woodland Blvd.      |  |
| 140 | 6,120   | Century VFD                       | 10 Tedder Rd.         |  |
| 213 | 1,500   | Century Sub VFD                   | 10 Tedder Rd.         |  |
| 134 | 11,689  | Ensley VFD                        | 8624 Pensacola Blvd.  |  |
| 135 | 8,377   | Ferry Pass VFD                    | 2331 E. Johnson Ave.  |  |
| 2   | 6,892   | Innerarity VFD                    | 14250 Innerarity Rd.  |  |
| 3   | 5,218   | Perdido Key Sub #1 VFD            | 15500 Perdido Key Dr. |  |
| 1   | 2,031   | Perdido Key Sub #2 VFD            | 1425 Bauer Field Rd.  |  |
| 141 | 6,146   | McDavid VFD                       | 100 Century Blvd.     |  |
| 9   | 8,280   | Myrtle Grove VFD                  | 7209 Lillian Hwy.     |  |

|       |        |                                      |                         |  |
|-------|--------|--------------------------------------|-------------------------|--|
| 215   | 14,880 | New Bellview Station                 | 7009 Pine forest Rd     |  |
| 11    | 1,006  | Fire Marshall Office                 | 4701 Maywood Ave.       |  |
| 294   | 8,017  | Pensacola Beach VFD                  | 901 Via De Luna         |  |
| 6     | 9,260  | Pleasant Grove VFD                   | 9350 Gulf Beach Hwy.    |  |
| 136   | 8,206  | Walnut Hill VFD                      | 7760 Hwy. 97            |  |
| 160   | 2,023  | Walnut Hill Sub VFD                  | 6105 Hwy. 99            |  |
| 156   | 6,965  | Molino VFD                           | 1455 Molino Rd.         |  |
| 177   | 2,022  | Molino Sub VFD                       | 4325 White Ash Rd.      |  |
| 231   | 9,818  | Osceola VFD                          | 2601 Massachusetts Ave. |  |
|       |        |                                      |                         |  |
| 30    | 990    | Road Prison Kitchen Storage          | 601 N Hwy 297 A         |  |
| 31    | 616    | Road Prison - Office                 | 601 N Hwy 297 A         |  |
| 32    | 18,482 | Road Prison - Barracks               | 601 N Hwy 297 A         |  |
| 33    | 450    | Road Prison - Portable Building      | 601 N Hwy 297 A         |  |
| 220   | 3,160  | Road Prison - Admin                  | 601 N Hwy 297 A         |  |
| 221   | 3,120  | Road Prison - Multi-Purpose          | 601 N Hwy 297 A         |  |
| 280   | 360    | Road Prison Metal Storage Shed       | 601 N Hwy 297 A         |  |
| 281   | 800    | Road Prison Maintenance Storage      | 601 N Hwy 297 A         |  |
| 286   | 1,175  | Road Prison RCO Maint. Office        | 601 N Hwy 297 A         |  |
| 297   | 660    | Road Prison Geo Thermal Bldg.        | 601 N Hwy 297 A         |  |
|       |        |                                      |                         |  |
| 37    | 2,730  | Road Dept. - Admin                   | 601 N Hwy 297 A         |  |
| 36    | 19,945 | Road Dept. - Fleet Garage            | 601 N Hwy 297 A         |  |
| 40    | 5,351  | Road Dept. - Small Equipment/Traffic | 601 N Hwy 297 A         |  |
| 270   | 947    | Road Dept. -W/O Bldg/Portable        | 601 N Hwy 297 A         |  |
| 42    | 1,890  | Road Dept. - Admin/Saw Shop          | 601 N Hwy 297 A         |  |
| 104   | 7,410  | North Camp Fleet Maint.              | 4901 Camp Rd., Century  |  |
|       |        |                                      |                         |  |
| 28    | 357    | Solid Waste-Scale House              | 13009 Beulah Rd.        |  |
| 23    | 2,649  | Solid Waste-Admin.                   | 13009 Beulah Rd.        |  |
| 27    | 4,206  | Solid Waste-Fleet Garage Bldg.       | 13009 Beulah Rd.        |  |
| 30281 | 658    | Solid Waste - Guard Trailer          | 13009 Beulah Rd.        |  |
| 296   | 144    | Solid Waste-Oak Grove Shed           | 745 N. Hwy. 99          |  |
|       |        | Palafox Transfer Station             | 2906 N. Palafox         |  |
|       |        |                                      |                         |  |
| 1135  | 600    | John R. Jones Softball Concession    | E. Nine Mile Rd.        |  |
| 1071  | 1,257  | Ashton Brosnaham - Concession        | 10370 Brosnaham Park.   |  |
| 1072  | 651    | Ashton Brosnaham - Bathrooms         | 10370 Brosnaham Park.   |  |
| 1074  | 672    | Ashton Brosnaham - Concession        | 10370 Brosnaham Park.   |  |
| 1300  | 938    | Ashton Brosnaham - Ticket Office     | 10370 Brosnaham Park.   |  |

|      |        |                                   |                        |  |
|------|--------|-----------------------------------|------------------------|--|
| 1302 | 2,725  | Ashton Brosnaham - Meeting Room   | 10370 Brosnaham Park.  |  |
| 1303 | 2,725  | Ashton Brosnaham - Locker         | 10370 Brosnaham Park.  |  |
| 1305 | 492    | Ashton Brosnaham - Press Box      | 10370 Brosnaham Park.  |  |
| 189  | 774    | Equestrian Center - Admin         | 7750 Mobile Hwy.       |  |
| 257  | 540    | Equestrian Center - Ticket Office | 7750 Mobile Hwy.       |  |
| 82   | 1,968  | Lakestone Center - Pavilion       | 801 W. Highway 4       |  |
| 83   | 656    | Lakestone Center - Bathhouse      | 801 W. Highway 4       |  |
|      |        |                                   |                        |  |
| 229  | 30,838 | Probation/Work Release            | 1211 W. Fairfield Ave. |  |
|      |        |                                   | <b>TOTAL</b>           |  |

GRAND TOTAL FOR THE YEAR: \$ \_\_\_\_\_

Name(s) of personnel with certification \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**CONTRACTOR REQUIREMENTS**

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

(PLEASE TYPE INFORMATION BELOW)

**SEAL IF BID IS BY CORPORATION**

State of Florida Department of State Certificate of Authority  
 Document Number \_\_\_\_\_

Occupational License No. \_\_\_\_\_

Type of Contractor's License, **Certification** and/or  
 Registration \_\_\_\_\_

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

Terms of Payment  
 (Check one) Net 30 Days \_\_\_ 2% 10th Prox \_\_\_

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

Person to contact concerning this bid:

Phone/Toll Free/Fax # \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Home Page Address: \_\_\_\_\_

**Purchasing Agreements with Other Governmental Agencies**

Accept provisions of purchase agreement with other governmental agencies.

Yes     No

Signature: \_\_\_\_\_

Names and addresses of proposed Subcontractors to be utilized for work on this project:

- 1.
- 2.
- 3.



**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to \_\_\_\_\_  
**(print name of the public entity)**
- by \_\_\_\_\_  
**(print individual's name and title)**
- for \_\_\_\_\_  
**(print name of entity submitting sworn statement)**

whose business address is

\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is:

\_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, 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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" 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 record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. 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 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 person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

- c. 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 any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the 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.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

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

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

**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 HIS FORM IS VALID THOROUGH 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.**

\_\_\_\_\_  
(signature)

Sworn to an subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

**Drug-Free Workplace Form**

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:

\_\_\_\_\_  
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

**Check one:**

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

\_\_\_\_\_ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

\_\_\_\_\_  
**Offeror's Signature**

\_\_\_\_\_  
**Date**

**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

**Is this a Florida Corporation** (Please Circle One)  
Yes or No

**If not a Florida Corporation,**  
In what state was it created: \_\_\_\_\_  
Name as spelled in that State: \_\_\_\_\_

**What kind of corporation is it:** "For Profit" or "Not for Profit"

**Is it in good standing:** Yes or No

**Authorized to transact business  
in Florida:** Yes or No

State of Florida Department of State Certificate of Authority Document No.: \_\_\_\_\_

**Does it use a registered fictitious name:** Yes or No

**Names of Officers:**

President: \_\_\_\_\_ Secretary: \_\_\_\_\_  
Vice President: \_\_\_\_\_ Treasurer: \_\_\_\_\_  
Director: \_\_\_\_\_ Director: \_\_\_\_\_  
Other: \_\_\_\_\_ Other: \_\_\_\_\_

**Name of Corporation** (As used in Florida):  
\_\_\_\_\_

(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**

Post Office Box: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

**Federal Identification Number:** \_\_\_\_\_  
(For all instruments to be recorded, taxpayer's identification is needed)

**Contact person for company:** \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

**Name of individual who will sign the instrument on behalf of the company:**

\_\_\_\_\_  
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

**Title of the individual named above who will sign on behalf of the company:**

\_\_\_\_\_

END

---

(850) 488-9000      Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

## **ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**Bid Information** See Home Page URL: <http://www.myescambia.com/purchasing>  
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
  - 5.01 **Taxes**
  - 5.02 **Discounts**
  - 5.03 **Mistakes**
  - 5.04 **Condition and Packaging**
  - 5.05 **Safety Standards**
  - 5.06 **Invoicing and Payment**
  - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
  - 9.01 **County Procedure on Acceptance of Gifts**
  - 9.02 **Contractors Required to Disclose any Gift Giving**
  - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**



**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**  
**The following General Terms and Conditions are incorporated by reference (continued).**

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

## **SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### **Instructions to Offerors**

#### **1. General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 12-13.035, "Pest and Rodent Control Services", Name of Submitting Firm, Time and Date due.**

**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

#### **SCOPE OF WORK SUMMARY**

**Escambia County is seeking a responsible and responsive company to provide pest and rodent control services to various county buildings. The individuals actually providing the service must have the proper certification to dispense pesticides.**

#### **2. Procurement Questions**

Procurement questions may be directed to Lester L. Boyd, Purchasing Specialist, (850) 595-4944 Telephone, (850) 595-4805 Fax. Technical questions may be directed to William Turner, Facilities Management, (850) 595-3190, Telephone, (850) 595-3192, Fax.

#### **3. Bid**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

#### **4. Pre-Solicitation Conference**

A Non-Mandatory Pre-Solicitation Conference will be held at the Matt Langley Bell Building, 213 Palafox Place, 2<sup>nd</sup> Floor, Pensacola, FL 32502 in Conference Room #11.407 on Wednesday, April 15, 2013, at 10:30a.m., CDT. At this time, the Board's representative will be available to answer questions relative to this Solicitation. Any suggested modifications may be discussed with the Board's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Solicitation.

5. **Inspection of Facilities**

It is the offeror's responsibility to become fully informed as to where services are to be performed. Arrangements for offeror's inspection of facilities and/or activity schedules may be secured from William Turner, Facilities Management, (850) 595-3190. Failure to visually inspect the facilities may be cause for disqualification of your offer.

6. **F.O.B. Point**

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading (**this includes inside delivery if requested**) to designated point within Escambia County.

7. **Delivery**

Services to be provided as outlined in the Scope of Work and call back services as requested by the County.

8. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration, (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
  - 1. The potential for fire, explosion, corrosiveness and reactivity;
  - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
  - 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

9. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local safety codes.

10. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court  
Attention: Accounts Payable  
221 Palafox Place  
Pensacola, FL 32502

11. **Protection of Property/Security**

The awarded vendor shall take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

Contract Information

NOTICE

**It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.**

12. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for two (2) additional twelve (12) month periods, up to a maximum sixty (60) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

13. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

14. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

15. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve (12) months, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved it shall be accomplished by written amendment to this contract and approved by the Board.

16. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within the offeror 's area of responsibility, territory, zone, region, etc., unless otherwise stipulated by the offeror on the bid form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this offer.

17. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

18. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid/proposal form, for less than \$1000.00 per individual transaction.

The County can issue vouchers for less than \$1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid form.

19. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

20. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

21. **Award**

Award shall be made on an "all-or-none total" basis.

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

22. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

23. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

24. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form.

It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

**Insurance Requirements**

25. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

**County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements



of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

**General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

**General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x, c, u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County ' s acceptance of renovation or construction projects.

**Business Auto Liability Coverage**

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

**Excess or Umbrella Liability Coverage**

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
 Escambia County  
 Attention: Lester L. Boyd  
 Office of Purchasing, Room 11.101  
 P.O. Box 1591  
 Pensacola, FL 32591-1591  
 Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

26. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

## **PEST AND RODENT CONTROL SERVICES**

CONTRACT EFFECTIVE: July 1, 2013 through June 30, 2016 plus two 12-month options to extend contract for a total of 60 months.

I. INTENT:

This information outlines the responsibility of the pest control vendor to furnish all professional services, skilled labor, materials, equipment, tools, permits, insurance and fees (if necessary) to provide pest control services in Escambia County facilities.

II. SCOPE OF SERVICE:

A. OVERVIEW:

The objective is to eliminate common pests as a public health hazard by routine service cycle; and call backs, as necessary, under the direction of the Facilities Management Department. All service, regular and special, will be performed so as not to interrupt the normal operations of the Escambia County facilities served.

B. SERVICE PERFORMANCE:

1. Vendor will perform services for the control of, but not necessarily limited to the following pest:
  - a. Roaches, ants, silverfish, flees, spiders
  - b. Bird lice
  - c. Rats and mice
  - d. Bees and fire ants on and along exterior walls, breezeways and loading docks
  - e. Clover mites
  - f. Occasional invaders (such as squirrels and raccoons requiring the temporary use of a live trap)

Note - Termite and wood destroying organisms are not covered under this contract.

2. Vendor is required to service each facility at a minimum of once a month. All services rendered shall be documented by the vendor, and shall be submitted to Facilities Management with the vendor's monthly request for payment invoice.

3. Pest Control Log books (provided by the vendor) shall be maintained at predetermined locations in the following facilities.

Central Booking and Detention Facility - 1200 W. Leonard St.  
Government Complex - Ernie Lee Magaha – 221 Palafox Place  
Juvenile Justice Center – 1800 St. Mary St.  
M.C. Blanchard Judicial Building – 190 W. Government St.  
Main Jail – 2935 N. “L” St.  
Sheriff’s Administration Building – 1700 W. Leonard St.  
Community Probation – 2251 N. Palafox St.

And any other contracted facility the Facilities Management Department deems necessary to monitor during the term of the contract.

There shall be separate logbooks for each of the above facilities and these log books shall document all visits to the facilities. At a minimum the following information shall be recorded in the log.

- a. Date of visit
- b. Purpose of visit
- c. Call back request number (if applicable)
- d. Name of technician rendering service

This book is an official record and it shall be maintained in a clean, neat, and legible manner.

4. All callbacks will be requested by the use of enclosure (1). This form will be initiated by the Facilities Management Department and transmitted to the vendor for immediate response and action. Contact person on form shall be notified when call-back services will be performed. It is the vendor’s responsibility to document all call-back services and obtain a signature from a building representative. All completed forms shall be attached to and submitted with the monthly request for payment.
5. A monthly invoice shall be submitted listing a breakdown of cost for each location. Attach documentation of service that is dated and signed by a representative for each site.
6. All work shall be performed in a safe and effective manner in accordance with federal, state and local regulations as an approved pest control procedure.

III. MATERIALS:

All pesticides and rodenticides used shall have been registered by the Environmental Protection Agency and any other governmental agency having authority in this field. The vendor will apply such chemicals in strict accordance with label recommendations.

**Material Safety Data Sheets** will be furnished to the County at commencement of the contract and upon any future request.

