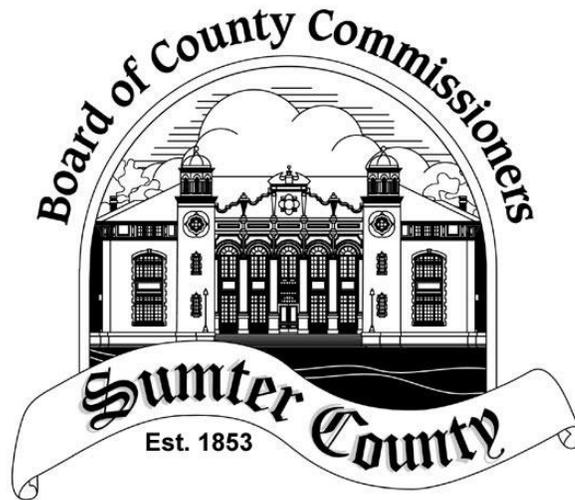


REQUEST FOR PROPOSALS
FOR
SUMTER COUNTY PROVISION OF PEST CONTROL SERVICES
RFP # 013-0-2011/AT



Board of Sumter County Commissioners
Financial Services Department
Amanda Taylor, Procurement Coordinator
7375 Powell Road
Wildwood, FL 34785

Phone (352) 689-4435 Fax (352) 689-4401
Date of Issue: **June 28, 2011**
Due Date / Time: **July 28, 2011 @ 10:00am**

CALENDAR OF EVENTS / RFP TIMELINE

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the Sumter County. If Sumter County finds it necessary to change any of these dates or times prior to the Proposals due date, the change will be accomplished by addendum.

<u>ACTION</u>	<u>COMPLETION DATE</u>
Issue RFP	June 28, 2011
Non-Mandatory Pre-Proposal Meeting	July 11, 2011 @ 9:00am in Room 208*
Last Day for Questions	July 15, 2011 @ 5:00pm
Proposals Due	July 28, 2011 @ 10:00am, will open at 10:05am in Room 208*
Internal Proposal Review	July 28, to July 31, 2011
Selection Committee Meeting	August 1, 2011 @ 10:00am in Room 208*
Sumter County BOCC Award and Contract	August 9, 2011

*Room 208 is located at The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785, on the second floor.

Some GPS devices do not recognize Powell Road. The road was formerly called CR 139.

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PART 1 INTENT AND GENERAL INFORMATION

REQUEST FOR PROPOSALS

Sealed Proposals will be received by the Sumter County Board of County Commissioners (BOCC) located at 7375 Powell Road, Wildwood, Florida 34785, **no later than July 28, 2011 @ 10:00 a.m. EST.** Proposers shall take careful notice of the following conditions of this Request for Proposals:

- Submissions by FAX or other electronic media will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.
- Submitters may withdraw and/or replace Proposals at any time until the deadline for submission of Proposals.
- All questions received by 5:00p.m., July 15, 2011 will be considered. **Questions will not be answered over the phone.** Questions regarding the RFP process must be in writing and faxed to (352) 689-4401 attention Mrs. Amanda Taylor, or via email amanda.taylor@sumtercountyfl.gov. All Requests for Information (RFI's) regarding the project must be faxed to Sumter County, Attention Mrs. Amanda Taylor, 352-689-4401 or via email to amanda.taylor@sumtercountyfl.gov.
- Do not attempt to contact any Selection Committee Member, staff member or person other than Mrs. Amanda Taylor for questions relating to this project. Anyone attempting to lobby Sumter County BOCC representatives may be disqualified. The Selection Committee Members shall be: Jackey Jackson, Assistant Public Works Director; Richard Cobb, Maintenance Supervisor; and Hershel Wiley, Mosquito Operations Coordinator.
- Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Financial Services Department for Sumter County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the bid tabulation. Bid protest procedures may be obtained in the Financial Services Department, 7375 Powell Road, Wildwood, Florida 34785 from 8:00 A.M. to 5:00 P.M.

IT IS THE SOLE RESPONSIBILITY OF EACH CONTRACTOR TO MONITOR DEMANDSTAR.COM FOR ANY AND ALL BID DOCUMENTS, INCLUDING ADDENDUMS.

OPEN RECORDS

The Sumter County BOCC is governed by Florida's public record laws, Chapter 119 of the Florida Statutes. All bids, proposals, quotes and all solicitation documentation are open for public inspection ten (10) days after the solicitation opening or when Sumter County BOCC provides notice of a decision or intended decision, whichever is earlier. Certain proprietary and financial information from vendors may be excluded from release under very strict circumstances. This includes proprietary information or intellectual property as defined in F.S. 119.071 (1) (f).

VENDOR RESPONSIBILITY

Submitters are fully and completely responsible for the labeling, identification and delivery of their Proposals. Sumter County BOCC will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the U. S. Postal Service.

- Submissions shipped by express delivery, or in overnight or courier envelopes, boxes, or packages must be prominently marked on the outside of such envelopes, boxes or packages with the sealed Proposals identification.
- Any envelopes, boxes, or packages which are not properly labeled, identified, and prominently marked with the sealed Proposals identification, may be inadvertently opened upon receipt, thereby invalidating such Proposals and excluded from the official Proposals opening process.
- Invitation by Sumter County BOCC to vendors is based on the recipient's specific request and application to Demandstar.com, or as the result of response by the public to the legal advertisements required by the State.
- Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind. No proposer will be reimbursed for any cost incurred as a result of preparing or submitting their Proposals. Additionally, no travel expenses incurred as a result in participating in the Proposals process will be reimbursed.
- A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposals on a contract to provide any goods or services to a public entity, may not submit a Proposals on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- Proposals that are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations, or irregularities of any kind, or which do not comply with these documents may be rejected at the option of the Sumter County BOCC.

STANDARD INSURANCE REQUIREMENTS

The Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this contract, or the performance of work hereunder, the following insurance coverages, limits, and endorsements described herein. The requirements contained herein, as well as the County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this contract.

Financial Rating of Insurance Companies All insurance companies must have financial rating of **A-** or higher by A.M. Best.

Commercial General Liability The Contractor shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence and **\$2,000,000** Annual Aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.

Business Automobile Liability The Contractor shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for

Owned, Non-Owned & Hired automobiles. In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability The Contractor shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).**

Umbrella or Excess Liability (needed for large contracts as determined by Risk Management) The Contractor shall maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than **\$2,000,000** Each Occurrence and **\$2,000,000** Aggregate. The Contractor shall endorse the County as an "Additional Insured" on the Umbrella or Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure "True Follow-Form" basis, or the County is automatically defined as an Additional Protected Person. Any self-insured retention or deductible shall not exceed \$25,000.

Additional Insured The Contractor shall endorse the County as an Additional Insured on the Commercial General Liability with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

In addition, the Contractor shall endorse the County as an Additional Insured under the Contractor's Commercial Umbrella/Excess Liability as required herein.

The name of the organization endorsed as Additional Insured for all endorsements shall read "Sumter County Board of County Commissioners."

Indemnification The Contractor shall indemnify, defend and hold harmless the County, its offices, agents and employees from and against any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to contractor's own employees or damage to property occasioned by a negligent act, omission or failure of the Contractor.

Deductibles, Coinsurance Penalties, & Self-Insured Retention The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the County, the Contractor shall, when requested by the County, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Waiver of Subrogation The Contractor shall provide a Waiver of Subrogation in favor of the County, Contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition

specifically prohibiting such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis.

Right to Revise or Reject The County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the County shall provide the Contractor written notice of such revision or rejections.

No Representation of Coverage Adequacy The coverages, limits or endorsements required herein protect the primary interests of the County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

Certificate(s) of Insurance The Contractor shall provide the County with Certificate(s) of Insurance clearly evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the County is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the County prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the County, the Contractor agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

The County shall have the right, but not the obligation, of prohibiting the Contractor from entering the Project site until a new Certificate of Insurance is provided to the County evidencing the replacement coverage. The Contractor agrees the County reserves the right to withhold payment to the Contractor until evidence of reinstated or replacement coverage is provided to the County. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the County shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the County.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the County has been endorsed on the Commercial General Liability with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
2. Clearly indicate the County is endorsed as an Additional Insured, or Loss Payee, on the Builder's Risk, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability as required herein.
3. Clearly identify each policy's limits, flat & percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

Sumter County Board of County Commissioners
Risk Management Department
Attn: Lita Hart
7375 Powell Road
Wildwood, FL 34785

PROPOSAL DOCUMENTS REQUIRED

The following documents and forms in the following arrangement must accompany each Proposal or alternate Proposal submitted:

- Proposals Cover Page. This is to be used as the first page of the RFP. This form must be fully completed and signed by an authorized officer of the vendor.
- Proposer Certification / Addenda Acknowledgement Form.
- Proposals Form.
- General Terms and Conditions statement must be signed and returned with the Proposals form.
- A sworn, notarized Statement of Reference and Similar Project Experience Form.
- A sworn, notarized Drug Free Work Place Certificate must accompany each Proposals or alternate Proposals.
- Fee Schedule List
- A separate sheet or sheets, clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Proposals Form (if applicable).
- A Certificate of Insurability, acceptable to the County, shall accompany each Proposals or alternate Proposals, in the amounts as prescribed by State and Sumter County BOCC.

EXAMINATION OF PROPOSALS DOCUMENTS

- Each vendor shall carefully examine the Scope of Work and other applicable documents, and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.
- Should a vendor find discrepancies or ambiguities in, or omissions from the Scope of Work, or should he/she be in doubt as to their meaning, he/she shall at once notify Sumter County BOCC in writing.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any vendor as to the meaning of the Proposals/Contract Documents. Any questions or request for interpretation received IN

WRITING by Sumter County BOCC before 5:00 p.m., July 15, 2011, will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposal Conference (if applicable), mailed or sent by available or electronic means to all attending prospective Submitters prior to the established Proposals opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided on the Proposals Form.

- In case any Vendor fails to acknowledge receipt of such addenda or addendum, his/her Proposals will nevertheless be construed as though it had been received and acknowledged and the submission of his Proposals will constitute acknowledgment of the receipt of same. All addenda are a part of the Proposals Documents and each Vendor will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Vendor to verify that he/she has received all addenda issued before Proposals are opened.
- In the case of unit price items, the quantities of work to be done and materials to be furnished under this Proposals/Contract are to be considered as approximate only and are to be used solely for the comparison of Proposals received. The Sumter County BOCC and/or CONSULTANTS do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposals documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices Proposals.

INSPECTION OF THE SITE

The Contractor shall be granted access to each site during normal business hours for each location. It is the Contractor's responsibility to learn each locations normal office hours. There will be a Non-Mandatory Pre-Bid Meeting but there will not be a guided site visit tour with county staff to each location.

The Contractor shall thoroughly examine and familiarize themselves with the RFP, and specifications related to field conditions, the difficulties, logistical restrictions required to meet the requirements of this RFP. Deficient understanding of the existing field conditions will in no way relieve the Contractor from the contractual obligations of this RFP. Any damage to existing County assets as a result of the Contractors' activities will be replaced at the sole expense of the Contractor.

GOVERNING LAWS AND REGULATIONS

The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PREPARATION OF PROPOSALS

- Signature of the Vendor: The Vendor must sign the Proposals forms in the space provided for the signature. If the Vendor is an individual, the words "Doing Business As _____," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Vendor is a corporation, the title of the officer signing the Proposals on behalf of the corporation must be stated and evidence of his authority to sign the Proposals must be submitted. The Vendor shall state in the

Proposals Form the name and address of each person interested therein.

- Basis for Proposals: The price proposed for each item shall be on a lump sum or unit price basis according to the form of the Proposals. The Proposals prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered.

FISCAL YEAR FUNDING APPROPRIATION

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the Sumter County BOCC, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the Sumter County BOCC of funds thereafter.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

TAX EXEMPT STATUS

The Sumter County Board of County Commissioners is a governmental agency under Florida law and exempt from Florida sales tax. The tax exempt number will be provided upon request. This exemption does not apply to goods and services purchased separately by a Contractor in connection with its contract obligations. The Contractor shall be responsible for paying any taxes, fees, or similar payments that are required to be paid in connection with the contract work.

PROTECTION OF RESIDENT WORKERS

The Sumter County BOCC actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e. citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The Contractor must be able to verify an employee's eligibility to work in the U.S. upon demand by the Sumter County BOCC throughout the duration of the contract.

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

The Sumter County Board of County Commissioners is a unit of local government and as such reserves the right to reject any and/or all Proposals, reserves the right to waive any informalities or irregularities in the Proposals or examination process, reserves the right to select low Proposals per item, and reserves the right to award Proposals and/or contracts in the best interest of the Sumter County Board of County Commissioners.

RIGHT TO AUDIT RECORDS

The Sumter County Board of County Commissioners shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. Such books and records shall

be maintained by the Contractor for a period of three (3) years from the date of final payment under the Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES

The Vendor by submitting a Proposals/bid acknowledges that other public agencies may seek to “Piggy-Back” under the same terms and conditions during the effective period of any resulting contract services and/or purchases being offered in this Proposals/bid for the same prices and/or terms being proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a public agency is allowed to Piggy-Back any contract, the agency must first obtain the vendor’s approval. Without the vendor’s approval, the seeking agency cannot Piggy-Back.

**PART 2
EVALUATION AND AWARD**

PROPOSALS EVALUATION

This Request for Proposals includes following all the procedures in this document and sending the sealed Proposals information to the Sumter County BOCC by the due date and time. Once Proposals are received, the Selection Committee members will independently review each submittal and score each Proposal based on the evaluation criteria. All Proposals received in accordance with this Request for Proposals will be evaluated using the following criteria.

	Score	X	Weight	=	Rating
1. Contractor’s Experience and Personnel / References	_____		<u>0.40</u>		_____
2. Warranty / Guarantee	_____		<u>0.05</u>		_____
3. Completeness of Proposal	_____		<u>0.10</u>		_____
4. Price	_____		<u>0.45</u>		_____

SCORE:

- 0 = Non-Responsive
 - 1 = Poor
 - 2 = Fair
 - 3 = Average (Included only minimum of what was asked for on subject criteria)
 - 4 = Good
 - 5 = Excellent
-

Do not attempt to contact any Selection Committee Member, staff member or person other than Mrs. Amanda Taylor for questions relating to this project. Anyone attempting to lobby Sumter County BOCC representatives may be disqualified. The Selection Committee Members shall be: Jackey Jackson, Assistant Public Works Director; Richard Cobb, Maintenance Supervisor; and Hershel Wiley, Mosquito Operations Coordinator.

Recommendation of award will be provided on Demand Star once award is made at www.demandstar.com. The award will be based on the Proposal that is most advantageous to Sumter County. All Selection Committee recommendations are subject to Board approval.

The Selection Committee will meet to evaluate Proposals on August 1, 2011 @ 10:00 a.m. in Room 208 located in The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785.

PROPOSALS AWARD

Submitters and vendors registered through www.demandstar.com will have access to award documents via the website. All others wishing to receive an official tabulation of the results of the opening of this Proposal are to submit a self-addressed, stamped business size (No. 10) envelope. Proposal results may also be requested by telephone, fax or electronic media.

PART 3 PROPOSALS SUBMITTAL

An original (1), an electronic copy not password protected and with the forms sent in their original format (1) and three (3) copies for a total of five (5), of each Proposals or alternate Proposals shall be submitted in a sealed envelope, prominently marked on the outside with the words, “**RFP # 013-0-2011/AT Sumter County PROVISION OF PEST CONTROL Services**” with the firm name and return address. Proposals submitted in express, overnight or courier envelopes, boxes or packages must be prominently marked on the outside with the words, “**RFP # 013-0-2011/AT Sumter County PROVISION OF PEST CONTROL Services**” and the contents sealed as required.

- Deadline for Submissions in response to this Request for Proposals: Proposals must be received no later than 10:00 a.m. on July 28, 2011. Proposals submitted by FAX or other electronic media will not be accepted under any circumstances. **Late Proposals will not be accepted, and will be returned, unopened, to the proposer, at the proposer’s expense.**
- Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a Proposals on a contract to provide any goods or services to a public entity, may not submit a Proposals on a contract with a public entity for the construction or repair of any public building or public work, may not submit Proposals on leases of real property to a public entity crime, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of ten thousand dollars, (\$10,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list, pursuant to paragraph 2a of Section 287.133, Florida Statutes.
- The Sumter County Board of County Commissioner as a unit of local government reserves the right to reject any and/or all Proposals, reserves the right to waive any informalities or irregularities in the Proposals or evaluation process, and reserves the right to award contract(s) in the best interest of the Sumter County BOCC.

PAGE SPECIFICATIONS

- Page Limit – None.
- Page Size – 8 ½ x 11; oversized or pullout pages must be folded to accommodate this size.
- Binding – Shall be neat, professional and appropriate for the document’s thickness.
- Professional Cover Page – Not required but acceptable. If used, the cover page shall indicate the name and number of the solicitation. It shall NOT be used as a replacement for the Proposals Cover Page listed herein.
- Original Document – Shall have original signatures and be clearly noted ORIGINAL on the cover.

**PART 4
PROPOSALS DOCUMENTS
PROPOSALS COVER PAGE**

Name of Firm, Entity or Organization:
Federal Employer Identification Number (FEIN): State of Florida License Number (If Applicable): Name of Contact Person: Title: E-Mail Address:
Mailing Address: Street Address (if different): City, State, Zip: Telephone: _____ Fax: _____
Organizational Structure – Please Check One: Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/> If Corporation: Date of Incorporation: _____ State of Incorporation: _____ States Registered in as Foreign Corporation:
Authorized Signature: Print Name: _____ Signature: _____ Title: _____ Phone: _____
<i>This document must be completed and returned with your Submittal.</i>

PROPOSER’S CERTIFICATION

Submit To: Sumter County Board of County Commissioners 7375 Powell Road Wildwood, Florida, 34785 Phone 352-689-4400 Fax 352-689-4401	SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS REQUEST FOR PROPOSALS (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT			
DUE DATE: July 28, 2011	DUE TIME: 10:00 am	RFP # 013-0-2011/AT		
TITLE: Sumter County PROVISION OF PEST CONTROL SERVICES				
VENDOR NAME:	PHONE NUMBER:			
VENDOR MAILING ADDRESS:	FAX NUMBER:			
CITY/STATE/ZIP:	E-MAIL ADDRESS:			
<p>“I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose.”</p>				
_____	_____	_____	_____	_____
Addendum #	Addendum #	Addendum #	Addendum #	Addendum #
<p>“I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for Sumter County Board of County Commissioners (BOCC), respondent agrees that if this Proposals is accepted, the respondent will convey, sell, assign, or transfer to the Sumter County BOCC 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 for price fixing relating to the particular commodities or services purchased or acquired by the COUNTY. At the Sumter County BOCC discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent.”</p>				
_____		_____		_____
Authorized Agent Name, Title (Print)		Authorized Signature		Date
<i>This form must be completed and returned with your Submittal</i>				

**PROPOSALS FORM FOR
BOARD OF SUMTER COUNTY COMMISSIONERS**



Name of Firm Submitting Qualifications _____

Name of Person Submitting Qualifications _____

PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Vendor proposes and agrees, if this submission is accepted, to contract with the Board of Sumter County Commissioners, to furnish all necessary materials, equipment, labor and services necessary to complete the work covered by the RFP and Contract Documents for this Project. The Vendor agrees to accept in full compensation for each item the prices named in the schedules incorporated herein."

CONSULTANT'S FEE SCHEDULE MUST BE ATTACHED TO THIS PROPOSAL

Signature

Date

[] Check if exception(s) or deviation(s) to Specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

This document must be completed and returned with your Submittal

STATEMENT OF TERMS AND CONDITIONS

PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposals/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless Board of Sumter County Commissioners, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the tenant.

PROHIBITION OF LOBBYING: During the black out period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposals, or Qualifications, or information, as applicable, are received at Contracts / Purchasing and the time the Board awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the Board, or any Board employee other than the Financial Services Manager. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposals (RFP) or Invitation to Bid (BID) must be submitted in writing to the Board's Financial Services Manager.

ANTI TRUST LAWS: By submission of a signed RFP or BID, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the Boards at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any vendor as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the Financial Services Manager before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposals/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/BID's received. The Board and/or his CONSULTANT do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposals/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

GOVERNING LAWS AND REGULATIONS: The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFP's/BID's must make an appointment by calling the Financial Services Manager at (352) 793-0200. All RFP's/BID's submitted in response to this solicitation become the property of the Board. Unless information submitted is proprietary, copy written, trademarked, or patented, the Board reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

TAXES: The Board of Sumter County Commissioners is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/BID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposals in connection with the work for which their RFP/BID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

PROPOSER RESPONSIBILITY: Invitation by the Boards to vendors is based on the recipient's specific request and application to DemandStar by Onvia at www.DemandStar.com [(800) 711-1712] or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

OWNERSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of the Board. Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

VENDOR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Financial Services Manager will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

BOARD OF SUMTER COUNTY COMMISSIONERS, are political subdivisions of the State of Florida, and reserve the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the Boards. Submittals not meeting stated minimum terms and qualifications may be rejected by the Boards as non-responsive. The Boards reserve the right to reject any or all submittals without cause. The Boards reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Boards, or who has failed to perform faithfully any previous contract with the Boards or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Nextel time is hereby established as the Official Time of the Boards.

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as _____" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

AWARD OF BID: It is the Boards' intent to select a vendor within **sixty (60) calendar days** of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be firm and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of the RFP/BID.

ADDITIONAL REQUIREMENTS: The firms shall furnish such additional information as the Boards may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Boards reserve the right to make investigations of the qualifications of the firm as it deems appropriate.

PREPARATION COSTS: The Boards shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the Boards' representative (Financial Services Manager). All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):

The Vendor by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval – without the vendor's approval, the seeking Agency cannot Piggy-Back.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the Financial Services Manager. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a Proposals/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay any DemandStar fees or any shipping).

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/BID's are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The Financial Services Manager is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the Boards unless evidenced by a Change Notice issued and signed by the Financial Services Manager, or designated representative.

QUANTITIES: The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the Boards within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original Board format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:

(Signature and Date)

This document must be completed and returned with your Submittal
REFERENCE & SIMILAR PROJECTS EXPERIENCE FORM

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		
Brief Description of Project:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		
Brief Description of Project:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		
Brief Description of Project:		

This document must be completed and returned with your Submittal

CONTRACTOR'S AFFIDAVIT

State of Florida
County of _____

Before me personally appeared _____ who is (*title*) _____
of (*the company described herein*) _____ being duly sworn, deposes and says that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by The Sumter County Board of County Commissioner deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known _____ or Produced Identification _____

Sworn to and subscribed before me this _____ day of _____, 20__

NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

(Print Name of Notary Public)

(seal)

This document must be completed and returned with your Submittal

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

(print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under Proposals or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under Proposals or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.
- “As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”.

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20__

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires _____

(seal)

This document must be completed and returned with your Submittal

**STATEMENT OF “NO PROPOSALS”
RFP # 013-0-2011/AT**

If you do not intend to submit a Proposal for this project, please complete and return this form prior to date shown for receipt of Proposals to: Sumter County BOCC, 7375 Powell Road, Suite 206, Wildwood, Florida 34785. Attn: Mrs. Amanda Taylor.

We, the undersigned, have declined to submit a Proposal for your **RFP # 013-0-2011/AT SUMTER COUNTY PROVISION OF PEST CONTROL SERVICES** for the following reasons:

- _____ Specifications are too “tight”, i.e. geared toward one brand or manufacturer only (please explain reason below)
- _____ Insufficient time to respond to Request for Proposals.
- _____ We do not offer this product/s or equivalent.
- _____ Remove us from your vendor’s list for this commodity or service.
- _____ Our product schedule would not permit us to perform to specifications.
- _____ Unable to meet specifications.
- _____ Unable to meet insurance requirements.
- _____ Specifications unclear (please explain below).
- _____ Competition restricted by pre-approved owner standards.
- _____ Other (please specify below or attach a separate sheet).

Remarks:

“We understand that if this “No Proposals” letter is not executed and returned, our name may be deleted from the list of qualified proposers for the owner for future projects or commodities.”

Company Name: _____

Address: _____

Signature and Title:

Telephone Number _____ Date _____

**PART 5
SCOPE OF SERVICES**

The Sumter County Board of County Commissioners is requesting Proposals from qualified firms for the **RFP # 013-0-2011/AT SUMTER COUNTY PROVISION OF PEST CONTROL SERVICES.**

INTRODUCTION Section 1

The purpose of this Contract is to provide the Sumter County Board of County Commissioners (herein referred to as “Sumter County”) with the complete Pest Control Services (hereinafter shall be referred to as the “Work” or “Services”) inclusive of all the required equipment and materials, defined in the table attached to this Scope of Work.

CONTRACT DURATION Section 2

The duration of the Contract shall be Three (3) years from the Commence date of the Services.

Effective Date of Contract: shall be date on the Notice of Award.

Tentative Commencement Date of Services: _____

Tentative Completion Date of Services: _____

SCOPE OF WORK Section 3

Contractor’s Scope of Services shall include but not be limited to the following:

3.1

Pest Control Services shall be provided for the extermination of Rodents, Termites, Cockroaches, Ants and other crawling and flying insects within and around the boundary wall of all buildings listed in Attachment 1 and also to any other Sumter County future requirements. Treatment should also include for the prevention of reappearance of all pests.

3.2

Contractor shall submit monthly pest control schedule for entire duration of the Contract prior to commencement of the Services for Sumter County’s approval. Sumter County at its sole discretion from time to time, and due to its operational requirements, may revise the approved schedule. The Contractor, at the request of Sumter County, shall submit a revised schedule for approval.

3.3

Contractor shall be responsible for provision of all pesticides, materials, equipment, manpower, transport and insurances.

3.4

All pest control should be carried out in accordance with the schedule approved by Sumter County and Contractor shall ensure least possible disruption to Sumter County’s day to day Operations while providing the Services at Sumter County facilities.

3.5

Contractor shall provide comprehensive details of all pesticides which are intended for use within the SCOPE of this contract. All pesticides should confirm to standards as published by the American Pest Control Association.

3.6

Contractor shall submit MSDS (Material Safety Data Sheet) of all pesticides for the approval of Sumter County, upon request.

3.7

From time to time additional work may be requested of the contractor by a County Representative for the areas under contract and other county owned or leased property. A cost estimate, schedule, or other determining information may be required before approval of work is to be granted. Each situation will be considered on a case-by-case basis. All additional work shall be completed in a timely manner.

3.8

Contractor shall develop an Integrated Pest Management (IPM) strategy; IPM shall be a coordinated use of pest and environmental information and pest control methods to prevent unacceptable levels of pesticides, and with the least possible hazard to people, property and their environment.

Materials proposed for pest control shall not be determined by the US EPA (Environment Protection Agency) as a probable, likely, or known:

1. Carcinogen
2. Endocrine disruptor
3. Mutagen
4. Reproductive toxin
5. Developmental neurotoxin
6. Immune system toxin
7. Toxicity I or II pesticide
8. In the organophosphate or carbamate chemical family
9. Contains inert ingredients categorized as "List 1: Inerts of Toxicological Concern."

Pest control steps:

1. Record all activities on a facility-specific log sheet.
2. Infestation from outside: Pest Management begins outside the building. Therefore, survey the exterior of the building for cracks, crevices, holes in external walls, and poor seals at doors and windows. Report all suspected areas to the maintenance department for correction.
3. When a pest problem is identified baits and traps shall be the first line of defense. Traps for both insects and rodents should be carefully and strategically placed and monitored. When necessary, a pesticide product specific to the species being eliminated shall be used. The building and site shall be regularly inspected for pests as a minimum as required by clause 3.8 & 3.10. Any pests observed shall be monitored and the need for pesticides shall be evaluated and documented.

4. Provide recommendations to reduce likelihood for infestation, including sanitation, structural repairs, mechanical controls, or living biological controls, so as to provide alternatives to chemical options.
5. In an emergency, as defined below, the following protocol shall be followed: **Definition of an Emergency:**
 - a. A sudden large increase in a previously controlled pest population
 - b. A sudden infestation of pests that poses significant threat to occupant health and safety or potential to cause serious property damage
 - c. A sudden infestation of pests that causes an area of the site/building to be unusable

Protocol:

- a. Obtain approval from Sumter County on a case by case basis.
- b. Building visitors and contractors shall be informed of the application upon entry to the site (via signage) at least 72 hours prior to the application. . This will allow visitors the chance to leave prior to entering the site if they have concerns about the pesticide use. Signs shall also be posted in the area of the site/building where pesticide application took place for a period of 24 hours to enable visitors to avoid the area should they still choose to visit the site.
- c. Unless otherwise approved by Sumter County on a case by case basis, compounds shall not be applied using a broadcast spray, dust, tenting, fogging, or baseboard spray application. When any such method must be used:
 - Cover all furniture and equipment
 - Seal all diffusers and return air openings.
- d. Provide a report detailing the pest problem, the location, the severity (normal or emergency), the action taken, and follow up monitoring information. These reports are to be provided to the Company representative and stored for future use.

3.9

The Contract shall be supplemented with the provision for a 24 hour emergency call out service at no extra charge to Sumter County where treatment to the facilities has been carried out by Contractor in accordance with the Monthly schedule but the facility is still not free of the pest, in such cases Contractor shall again carryout Pest Control to the facilities affected by pest as notified by Sumter County. Any emergency call out should be provided within 2 hours of the request being made.

3.10

Contractor personnel shall have the required qualification and experience for handling chemicals, equipment and mixing pesticides to deliver superior quality Pest Control Services. All mixing of pesticides shall be done in an open area outside the building as approved by Sumter County.

3.11

Pest Control Services shall be provided to the locations defined in Attachment 1 on monthly basis and in accordance with the treatment schedule approved, unless otherwise requested by Sumter County.

3.12

Appropriate Safety Gear for the personnel/operators will be the responsibility of the Contractor. The Contractor has to strictly comply with this requirement. Failing to do so may result in Contract cancellation.

3.13

The Services shall be performed at the work locations as described in Attachment 1. However, during the duration of the contract Sumter County may add new facilities or delete some of the existing facilities due to relocation and operational requirements.

3.14

Sumter County, from time to time, may require special Pest Control which is not part of this Scope. As and when Sumter County requests for special pest control services, Contractor shall survey the area and provide a quote for special pest control services based on his / her assessment. This service shall be ordered by Sumter County through a separate order under the terms and conditions of this contract.

CONTRACTOR RESPONSIBILITY – Section 4

4.1 General Requirements

Contractor's responsibility in respect of performance of Works under this Contract will include, but not be limited to, the following:-

4.1.1

The Contractor shall provide competent, trained and experienced staff of the highest standards, all the necessary materials, equipment, and transport to carry out the Services.

4.1.2

Contractor shall be deemed to have full working knowledge and have obtained all necessary information and data of Sumter County's Facilities at which Services are to be performed including where applicable; prevailing location, physical conditions, hygienic state, access, contingencies and all other circumstances under which the Services shall be performed.

4.1.3

Contractor personnel shall ensure that his personnel are provided with proper PPE. Contractor shall also ensure that his personnel always wear appropriate PPE and gloves while mixing or spraying the Chemicals.

4.1.4

Should Sumter County identify any personnel deemed unacceptable then Contractor shall replace these personnel at no cost to Sumter County.

4.2

General Site Conditions

4.2.1

The Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and any other circumstances that may influence or affect the execution of the Services.

4.2.2

The Contractor shall be deemed to have planned, considered, and accounted for any effects of working in Sumter County site areas. The Contractor shall have deemed to have planned any additional resources to incorporate any lost time or Work interruptions as a result of Sumter County’s site safety, health, environmental, and security requirements.

4.3

Sumter County Working Hours / Timing

4.3.1

Normal work hours for Sumter County; 8:00am – 5:00pm. Work on Holidays is allowed, provided prior approval by Sumter County.

LIST OF ATTACHMENT - Section 5

Attachment 1 - List of the Sumter County Facilities

CONTRACT EXECUTION PLAN - Section 6

Contractor after award of the Contract shall provide Contract Execution Plan / Method statement indicating the performance of the Services, quality assurance and control plans, reporting plans and other activities required to meet the Scope of Services.

Fee Schedule for Pest Control Services

Building Name	Sq Ft	Monthly	Annually
Animal Control Facility - 823 CR 529 Lake Panasoffkee			
Animal Control Office	800		
FORCE Building	1,200		
Cat House	512		
Old Kennel	1,032		
New Kennel	1,298		
Bushnell Shopping Center - 840 N Main St Bushnell			
Sheriff's Office - 1010 N Main St Bushnell	52,000		
County Administration Offices - 910 N Main St Bushnell	32,700		
Supervisor of Elections - 900 N Main St Bushnell	11,300		
Old GIS - IT Office - 960 N Main St Bushnell	2,500		
Clerk Records - 980 N Main St Bushnell	1400		
Clerk Storage - 1000 N Main St Bushnell	7,028		

Sumter County Board of County Commissioners – PROVISION OF PEST CONTROL SERVICES

Community Buildings

Lake Panasoffkee Rec Building - 4027 CR 108 Lk Panasoffkee	6,870		
Sumterville Community Building - 2427 CR 522 Sumterville	1,440		
Royal Community Building & Library - 9605 CR 235 Wildwood	2,624		
Wahoo Community Building 6780 W C-48	1,432		

Courthouse Complex

Historic Courthouse - 209 N Florida St Bushnell	50,000		
Judicial Building - 225 E McCollum Ave	47,000		
TC/PA Offices 220 E McCollum Ave	12,975		
Old Housing - New Probation Office	2,000		
Old CSA Office (Storage) 229 E Anderson Ave Bushnell	910		
Transit Office - 237 E Anderson Ave Bushnell	1,800		
Public Works Office - 319 E Anderson Ave Bushnell	8,700		
Public Works Maintenance Shop - 107 N Church St Bushnell	1,144		
Public Works Maintenance & Welding Shop - 125 S Church St	8,200		
911 Building - 319 E Anderson Ave Bushnell	1,600		

County Maintenance Shop

Maintenance Shop 316 E Seminole Ave Bushnell	994		
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Sumter County Sheriff Jail Facilities

Detention Center - 219 E Anderson Ave Bushnell	38,000		
Intake and Release – 223 E. Anderson Ave	44,699		
Immediate Housing & Laundry – 223A E. Anderson Ave.	29,335		
Kitchen Facility 223C E. Anderson Ave	5,521		
Additional Housing Facility 223B E. Anderson Ave	19,052		
Video Visitation 404 E. Anderson Ave	1,955		
Minimum Security Jail - 223 E Anderson Ave Bushnell	7,956		

Building Name	Sq Ft	Monthly	Annually
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Fire Stations

Center Hill Fire Station - Center Hill FL	2,250		
Fire Svcs Mobile - 12035 CR 684 Webster	552		
Croom-A-Coochee Fire Station - 1216 SW 46th St Webster	3,600		
Lk Pan Fire Station - 1148 CR 459 Lk Panasoffkee	3,200		
Tri-County Fire Station - 7725 CR 476 Bushnell	5,810		
Webster Fire Station - 71 SE 1st St Webster	1,104		
Bushnell Fire Station (old Parks and Rec)	1,344		
South Wildwood Fire Station - 3290 CR 521 Wildwood	7,816		

Sumter County Board of County Commissioners – PROVISION OF PEST CONTROL SERVICES

Royal Fire Station 9641 CR 235 Wildwood	3,770		
Wildwood Fire Station 227 Hall St Wildwood	5928		
Oxford Fire Station - 4147 E CR 466 Oxford	4,000		
West Bushnell Fire Services	7816		

Public Defender Complex

Public Defender/Rock Building - 414 Lawrence St Bushnell	2,992		
New Public Defender - 416 Lawrence St Bushnell	3,550		

Libraries

Lake Panasoffkee Library - 1500 CR 459 Lk Panasoffkee	2,080		
EC Rowell Library - 85 E Central Ave Webster	3,620		
Bushnell Library 409 N Florida St Bushnell	4,650		

Solid Waste Facility

Solid Waste Office Building - 835 CR 529 Lk Panasoffkee	1,973		
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State Attorney's Office

State Attorney's Office - 323 Lawrence St Bushnell	2,797		
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Wildwood

The Villages Sumter County Service - Center 7375 Powell Rd, Wildwood	41,948		
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Villages

The Villages Public Library - 325 Belvedere Blvd The Villages	6,300		
Government Offices - 8033 CR 466 The Villages	10,516		
Health Department - 8015 CR 466 The Villages	3,080		

	Monthly Total	Annual Total
Total		

**CONTRACT
SAMPLE PROFESSIONAL SERVICES AGREEMENT**

(Sample agreement only. County reserves the right to alter this agreement based on final RFP results and/or any negotiations with proposed Consultant.)

THIS AGREEMENT is made this _____ day of _____, 2011, by and between **Board of Sumter County Commissioners** (hereafter referred to as "Board"), whose address is 7375 Powell Road, Wildwood, Florida 34785, and _____ (hereafter referred to as "Consultant"), whose address is _____

RECITALS

WHEREAS, the Board has need of professional services for SUMTER COUNTY PROVISION OF PEST CONTROL SERVICES; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Consultant, based on the Consultant's response to RFP # 013-0-2011/AT – Request for Proposals for SUMTER COUNTY PROVISION OF PEST CONTROL SERVICES;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. The relationship of the Consultant to the Board will be that of a professional consultant and the Consultant will provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to Consultant's profession, and Consultant will endeavor to provide to the Board prompt and efficient consulting services to the best of its ability.
2. Consultant is hereby retained and employed as the SUMTER COUNTY PROVISION OF PEST CONTROL SERVICES Consultant, and will work with the Board to provide said services in accordance with the scope of work outlined in RFP # 013-0-2011/AT.
3. Consultant agrees to prepare and complete a report to the Board, detailing the status of services provided pursuant to this Agreement at least ninety (90) days prior to the expiration of the term of this Agreement, or at least ninety (90) days prior to the expiration of any renewal term of this Agreement. Consultant may be asked to present the deliverables in person for review by staff or for discussion at a scheduled Board meeting.
4. The term of this Agreement shall commence on the day and year as shown above and continue in full force through _____, unless otherwise terminated as provided in paragraph five (5) of this Agreement. This Agreement may be renewed on an annual basis if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of this Agreement, including any periods of renewal. The term of this Agreement does not relieve the Consultant of any future responsibility as described in paragraph eight (8) of this Agreement.
5. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this agreement is terminated, Consultant shall be authorized to receive payment for all work performed

up to the date of termination.

6. With regard to compensation paid to Consultant, Consultant shall furnish to the Board on a monthly basis an itemized invoice detailing all of Consultants hours, services, expenses and any other services utilized by the Board during the preceding month. Invoice shall be itemized pursuant to and in accordance with the attached Fee Schedule. Consultant shall compute the total amount due for the preceding month and all amounts due Consultant shall be paid on a monthly basis pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218. Consultant acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of the Agreement and thereafter shall only be adjusted by mutual written agreement of both parties.

7. General Considerations.

- a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Consultant and presented to the Board pursuant to this Agreement are and remain the property of the Board as instruments of service.
- b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Consultant shall be made available to the Board upon request and shall be considered public records.
- c. Consultant shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Board shall have the right to order, inspect and copy all such Records as often as it deems necessary during any such period of time. The right to audit, inspect, and copy records shall include all of the records of sub-consultants (if any).
- d. Consultant shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
- e. Consultant shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFP # 013-0-2011/AT, naming Board as an additional insured in each such policy.
- f. Upon Consultant's written request, the Board will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Consultant and Board mutually deem necessary, and Consultant may rely upon same in performing the services required under this agreement.
- g. The Board and Consultant each binds itself and its successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the Board nor Consultant shall assign or transfer their interest in this agreement without the prior written consent of the other party.

8. Should any other professional services be called for by the Board which are not otherwise set forth in this Agreement or any of its attachments or exhibits, said charges shall be agreed upon in advance by the parties hereto. The Consultant may be required to provide additional services to the Board on challenges, public protests, administrative hearings or similar matters. The consultant shall be available to represent the Board, serve as an expert witness and provide supporting documentation as necessary.

9. The Contract Documents, which comprise the entire Contract between Board and Consultant

and which are further incorporated herein by reference, consist of the following:

- a. Request for Proposals (RFP)
- b. Vendor's Proposal Documents
- c. Permits / Licenses
- d. All Proposals Addenda Issued Prior to RFP Opening Date
- e. All Modifications and Change Orders Issued

10. Consultant does hereby specifically promise and agree to "hold harmless", defend and indemnify the Board and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including payment of all reasonable attorney's fees, costs and expenses associated with the same.

11. Consultant, its agents, servants or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the Board and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the Board, except as provided in the scope of services called for herein. Consultant is hereby designated as an independent contractor to the Board and none of the employees, agents or servants of the Consultant shall have, or be entitled to, any of the fringe benefits applicable to employees of the Board.

12. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing it's rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

13. Consultant does hereby waive any and all "venue privilege" and or "diversity of citizenship privileges" and specifically agrees that any action brought for the enforcement, construction or interpretation of this agreement shall be maintained in the County or Circuit Court in and for Sumter County, Florida, and Consultant hereby specifically waives its right or privilege to institute any action of any kind or nature whatsoever, against the Board in any other State Court, Federal Court or administrative tribunal.

14. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or verbal. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect.

15. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.

16. In performing services hereunder, Consultant shall comply with all federal, state and local laws and regulations. Consultant shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Consultant shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for Consultant to provide the type of services required hereunder.

17. Consultant shall notify Board in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Board.

18. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

19. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

FOR THE BOARD

FOR THE CONSULTANT

Name: _____ Name: _____

Address: _____ Address: _____

Title: _____ Title: _____

Date: _____ Date: _____

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____

By: _____, Chairman

Date Signed: _____

ATTEST:

Consultant

By: _____

By: _____

Date Signed: _____

REQUEST FOR BIDS

Notice is hereby given that the County Commissioners of Sumter County, Florida, will be receiving bids for the following:

"Request for Proposals for Fire Rescue Replacement of Engines 21 & 34"

Bid information is available upon request by calling (352) 689-4435, by coming to the Financial Services Department, Suite 206, The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785, or by contacting Demand Star at 1-800-711-1712 or www.DemandStar.com.

All inquiries and questions regarding this bid must be made only to the contact identified below and shall be made in writing by fax, e-mail, or mail:

Tina Chavez, Financial Services Specialist
Mailing Address: 7375 Powell Road, Suite 206
Wildwood, FL 34785
E-mail: Tina.Chavez@sumter-countyfl.gov
Fax: (352) 689-4401

The deadline for submission of questions relating to the RFP shall be, August 5, 2011 by 5:00pm. A copy of the bid must be obtained in order to view the items being bid by Sumter County.

All bids are due by 10:00 a.m. on August 22, 2011 to the address listed above. Late submissions will be rejected and returned unopened to the Proposer. Bids must be firmly sealed in packaging that is clearly marked on the outside: "RFP 015-2011 for Fire Rescue Replacement of Engines 21 & 34". Sealed Bids must be mailed or delivered to Ms. Tina Chavez, at the above address.

Upon submission, all Bids become the property of the County, who has the right to use any or all ideas presented in any Bid submitted in response to this Bid, whether or not the Bid is accepted. Bids will be opened at 10:05 a.m. on August 22, 2011 in Room 208 of The Villages Sumter County Service Center, Wildwood, FL 34785.

BOARD OF SUMTER COUNTY
COMMISSIONERS
SUMTER COUNTY, FLORIDA
#320489 July 22, 2011