# Invitation to Bid ("ITB")

| | |
|---|---|
| **ITB#:** B-17-102 | **Title:** Townwide Pest Control Services |

**Brief Description of Commodity/Service/Project:**

To provide pest control services for Town facilities and parks.

***Refer to Exhibit "A" – Scope of Services for complete description of services/product to be provided.***

**Bid Deadline & Submittal Information**
**Attention**: Procurement Manager, Brian K. O'Connor, Town of Davie, Purchasing, 6591 Orange Drive, Town of Davie, FL 33314.
**Time:** 2:00 PM
**Date: April 28, 2017**
**Location:** Purchasing Division

**Questions**
Questions regarding this solicitation shall be submitted in writing to purchasing@davie-fl.gov no later than 5:00 PM on April 21, 2017.

**Associated Exhibits**
Exhibit "A" – Scope of Services

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## THIS SECTION TO BE COMPLETED BY VENDOR:

**Name of Company:**

**Company's EIN Number:**

- **Contact Person Name:**
- **Email Address:**
- **Phone Number:**

Addenda Acknowledgement: (enter issue dates below) OR ☐No addenda were issued

Addendum No. 1 Date:_____
Addendum No. 2 Date:_____
Addendum No. 3 Date:_____

# BID FORM

| A<br>Location | B<br>Square Footage | C<br>Monthly Rate | D<br>Annual Extension |
|---|---|---|---|
| **1. Town Hall Complex**<br>**6591 Orange Drive Davie, FL 33314**<br><br>**To Include:**<br>• **Building A: Council Chambers, Mayor & Town Council, Town Attorney, Town Administration**<br>• **Building B: Budget & Finance, Human Resources, Town Clerk, Planning & Zoning**<br>• **Building C: Engineering, Building, Information Technology** | • Building A: 7,730<br>• Building B: 11,117<br>• Building C: 7,742 | $_____ | $_____ |
| **2. Old Davie School**<br>**6650 Griffin Rd Davie, FL 33314**<br><br>**To include:**<br>• **Building #1**<br>• **Building #2** | • Building #1: 7,464<br>• Building #2: 5,563 | $_____ | $_____ |
| **3. Fire Public Works and Fire Administration Compound**<br>**6901 Orange Drive Davie, FL 33314**<br><br>**To Include:**<br>• **Fleet Services Maintenance Garage**<br>• **Public Works Storage**<br>• **Public Works Maintenance Office Administration Annex** | • Fleet: 18,324<br>• PW Storage: 2,700<br>• PW/Fire: 14,170 | $_____ | $_____ |
| **4. Fire Department Station 38**<br>**6901 Orange Drive Davie, FL 33314** | 11,400 | $_____ | $_____ |
| **5. Fire Department Station 68**<br>**3600 S Flamingo Rd, Davie, FL 33330** | 4,074 | $_____ | $_____ |
| **6. Fire Department Station 91**<br>**6101 SW 148 Ave Davie, FL 33331** | 8,901 | $_____ | $_____ |

| | | | |
|---|---|---|---|
| **7. Fire Department Station 65**<br>**1200 N Nob Hill Rd, Davie, FL 33328** | 9,409 | $_____ | $_____ |
| **8. Fire Department Station 104**<br>**4491 Oakes Rd Davie, FL 33314** | 16,724 | $_____ | $_____ |
| **9. Wolf Lake Facility**<br>**5400 SW 76th Ave Davie, FL 33314** | 2,610 | $_____ | $_____ |
| **10. Robbins Lodge Building**<br>**4005 S Hiatus Rd Davie, FL 33330** | 4,737 | $_____ | $_____ |
| **11. Potters Park Facility**<br>**4300 SW 57th Terr. Davie, FL 33314** | 20,040 | $_____ | $_____ |
| **12. Family Services Building**<br>**4700 Davie Rd Suite D Davie, FL 33314** | 6,280 | $_____ | $_____ |
| **13. Bamford Park/Pine Island MPC**<br>**3801 S Pine Island Rd Davie, FL 33328** | 28,663 | $_____ | $_____ |
| **14. Orange Park Community Center**<br>**841 SW 133rd Ave Davie, FL 33325** | 3,600 | $_____ | $_____ |
| **15. Eastside Community Hall**<br>**4300 SW 55th Ave Davie, FL 33314** | 3,360 | $_____ | $_____ |
| **16. Shenandoah Park**<br>**Activity Building**<br>**14601 Southwest 14th St Davie, FL 33325** | 1,890 | $_____ | $_____ |
| **17. Ivanhoe Community Center & Fire Station**<br>**6101 SW 148 Ave Davie, FL 33331** | 7,890 | $_____ | $_____ |
| **TOTAL ANNUAL AMOUNT FOR ALL SITES** | | | $_____ |

**TOTAL ANNUAL AMOUNT WRITTEN IN WORDS (column "D" above)**

_____

**Notes:**

1. This is not an order. The Town reserves the right to add/change/delete sites and square footage on an as-needed basis.
2. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
3. Alternate quotations will not be considered unless authorized in the Bid document.

Continued on following page

| | | |
|---|---|---|
| **Authorized Signature:** | | |
| **Print Name:** | | |
| **Title:** | | |
| **Company Name:** | **EIN#:** | **(attach W9)** |
| **Company Address:** | | |
| **Contact Person:** **(Please print Clearly)** | | |
| **Phone Number:** | | |
| **Email Address:** | | |
| **Secondary Contact Person:** **(Please print Clearly)** | | |
| **Phone Number:** | | |

**Contractor agrees to accept the VISA Procurement card for payment.**

**Circle one: YES OR NO**

# REFERENCES

Firm's References. On the lines below, provide at least three (3) client references to whom similar services have been provided in the last five (5) years. Attach additional sheets as necessary.

a. Client Entity Name: _____
Contact Person/Title: _____
Phone Number: _____
Contact Email Address: _____
Project/Contract Title: _____
Project/Contract Start Date: _____ End Date: _____

b. Client Entity Name: _____
Contact Person/Title: _____
Phone Number: _____
Contact Email Address: _____
Project/Contract Title: _____
Project/Contract Start Date: _____ End Date: _____

c. Client Entity Name: _____
Contact Person/Title: _____
Phone Number: _____
Contact Email Address: _____
Project/Contract Title: _____
Project/Contract Start Date: _____ End Date: _____

# AFFIDAVIT OF ELIGIBILITY FOR LOCAL VENDOR PREFERENCE (Davie Code of Ordinances Sec. 2-329)

****Complete the boxes below as applicable: ****

1. ___ My Business is located within the **Town of Davie**.

| |
|---|
| **Legal Name of Firm:** |
| **Taxpayer ID No.:** |
| **Physical Address:** |
| **Phone Number:** |
| **Email Address:** |
| **Has the business name changed since it was opened in Davie?** Yes___ No___ |
| **If yes, provide the previous business name:** |
| **Date your business was established in Town of Davie:** |
| **Business License Number:** **Date Issued:** |
| **The business employs _____ (insert a number) full time employees.** |

2. ___ My Business is located within **Broward County**.

| |
|---|
| **Legal Name of Firm:** |
| **Taxpayer ID No.:** |
| **Physical Address:** |
| **Phone Number:** |
| **Email Address:** |
| **Has the business name changed since it was opened in Broward County?** Yes___ No___ |
| **If yes, provide the previous business name:** |
| **Date your business was established in Broward County:** |
| **Business License Number:** **Date Issued:** |
| **The business employs _____ (insert a number) full time employees.** |

____ **I have attached copies of applicable Business Tax Receipt(s) (REQUIRED).**

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

Authorized Signatory: _____ Print Name: _____

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

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

1. This sworn statement is submitted to the **TOWN OF DAVIE, FLORIDA**

   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 of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

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 a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   1) A predecessor or successor of a person convicted of a public entity crime; or
   2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one 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 36 months shall be considered an affiliate.

5. 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 legal power to enter into a 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, and partners. Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relations 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 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

_____

***Signature***

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

Personally known _____ _____

OR _____ Name of Notary

Produced identification _____ Notary Public – State of _____

# ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Davie, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of_____, 20___

_____

Notary Public, State of Florida

_____

(Printed Name)

My commission expires: _____

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Social security number**
☐☐☐ – ☐☐ – ☐☐☐☐

**or**

**Employer identification number**
☐☐ – ☐☐☐☐☐☐☐

## Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** | **Signature of U.S. person ▶** | **Date ▶**

## General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X Form **W-9** (Rev. 12-2014)

# BIDDER QUESTIONNAIRE

1. Today's Date: _____

2. Name of Company Submitting Bid:

_____

3. How many years has your firm been in business under its present business name?

_____

4. Under what other former name(s) has your firm operated? _____

_____

5. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: No Yes If yes, please explain: _____

_____

_____

6. Has the bidder or any principals of the firm failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: No Yes

If yes, please explain: _____

_____

_____

7. "Name(s) of the Material/products proposed for the provision of these services."

_____

_____

_____

8. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: No Yes

If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary:

_____

_____

9. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this BID. Please attach certificate of competency and/or State registration. _____

_____

_____

10. List the pertinent experience of the key individuals of your firm (continue on insert sheet if necessary):

_____

_____

11. State the name and title of the individual who will have personal management of the work:

_____

_____

_____

12. State the name and address of attorney, if any, for the firm: _____

_____

_____

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

_____

_____

14. State the names, addresses and the type of business of all firms that are partially or wholly owned by Bidder:

_____

_____

15. Bank references:

| BANK NAME | ADDRESS (CITY, STATE, ZIP) | PHONE NUMBER |
|---|---|---|
| | | |
| | | |

16. Firm has attached a comprehensive equipment list detailing leased/owned equipment? Yes No

17. Firm has attached a current Certificate of Liability Insurance? Yes No

18. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years._____

_____

_____

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

19. Disclosure of Conflict of Interest

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY TOWN OF DAVIE OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED IN SECTION 112.3135, *FLORIDA STATUTES*, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH TOWN OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

Name Relationship

_____

_____

_____

FIRM NAME

_____

SIGNATURE OF AUTHORIZED AGENT

_____

NAME & TITLE, TYPED OR PRINTED

STATE OF )
) SS
COUNTY OF )

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 20___ by _____who is personally known to me or produced _____ as identification.

_____

NOTARY PUBLIC, State of _____ Commission No.: _____

Print Name: _____ Commission Expires: _____

**SEAL**(if Corporation)

# DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

_____ _____

VENDOR'S SIGNATURE PRINTED NAME

_____

NAME OF COMPANY

# SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby.""... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The Town of Davie policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the Town does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of "gifts" includes the following:

Real property or its use,

Tangible or intangible personal property, or its use,

A preferential rate of terms on a debt, loan, goods, or services,

Forgiveness of indebtedness,

Transportation, lodging, or parking,

Membership dues,

Entrance fees, admission fees, or tickets to events, performances, or facilities,

Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section. To this list, the Town of Davie has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

_____ _____

SIGNATURE PRINTED NAME

_____ _____

NAME OF COMPANY TITLE

Failure to sign this page shall render your bid non-responsive

B-17-102 Townwide Pest Control

# INDEMNIFICATION CLAUSE

The Contractor shall indemnify, defend and hold harmless the Town Council, the Town of Davie and their agents and employees from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the contractor's performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage on destruction of property including the loss of use resulting there from, and (2) is caused in whole or in part by any breach or default by Contractor or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless or whether or not it is caused in part by a party indemnified hereunder.

_____ _____ _____

Proposer's Name Signature Date

STATE OF FLORIDA

COUNTY OF BROWARD

SWORN TO AND SUBSCRIBED before me, the under signed authority,

_____ who, after first being sworn by me, affixed his/her

[name of individual signing]

signature in the space provided above on this _____day of _____, 20_____

_____

NOTARY PUBLIC

## ITB TERMS AND CONDITIONS

**Definitions:**
"Town" means Town of Davie; "Contractor" and "Vendor" means a business that sells goods and/or services to Town pursuant to this Invitation to Bid ("ITB").

1) It is the policy of the Town to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in this ITB are encouraged to submit quotes. Vendors may enroll with the Town to be included on an email list for goods and services which can be found at www.davie-fl.gov. ITBs are also posted on www.DemandStar.com.

2) Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in this ITB, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of Contractor until acceptance by the Town unless loss or damage results from negligence by the Town. If the materials or services supplied to the Town are found to be defective or to not conform to specifications, the Town reserves the right to cancel the order upon written notice to the Contractor and return product at Contractor's expense. "Final acceptance" shall occur when all items have been received, or all work has been completed, and accepted by Town, and Town has authorized final payment to Contractor.

3) If delivery/completion dates cannot be met, Contractor shall inform Town immediately. However, such notice shall not constitute a change to the delivery/completion terms of the PO unless Town modifies the PO in writing. If any item is not received or if any element of the work is not completed by the date specified, Town, at Town's option and without prior notice to Contractor, may either approve a revised date or may cancel the PO and obtain such goods or work elsewhere. Contractor also shall be liable to Town for compensatory damages arising from such failure to timely perform.

4) Any containers, reels, or pallets shipped with supplies by Contractor are to remain the property of Town unless otherwise agreed in writing.

5) The Town specifically reserves the right to accept all or any part of the quote, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the Town, without such change affecting the contract unit price set forth in the quote form by the Contractor. Contractor's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The Town does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities.

6) No substitutions, quantity changes, price increases, etc. shall be made without a written change order to the PO.

7) Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."
Contractor must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the quote fully complies with the Specifications, Terms and Conditions.
Contractor is required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.
Contractor will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are quoting.
The Town shall be the sole judge of equality and its decision shall be final.

8) Unless otherwise specified, all items proposed by the Contractor shall include a warranty covering services, parts and/or labor for a specified period of time. The Contractor shall submit information on both manufacturer and dealer warranties, where applicable, with the quote submittal. All goods furnished shall be fully guaranteed by the successful Contractor against factory defects and workmanship. At no expense to the Town, the successful Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. Special conditions dictated in this ITB may supersede the manufacturer's standard warranty.

9) All invoices should be sent to: Town of Davie, Finance Department, 6591 Orange Drive, Davie, Florida 33314. In accordance with Florida State Statutes, Chapter 218, payment will be made

within 45 days after receipt of services and a proper invoice. The Town cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Contractors should state any payment discount in the space provided on the proposal form.

10) The Town of Davie is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the quote. However, this exemption does not transmit to suppliers to the Town in their (supplier) purchases of goods or services, used in work or goods supplied to the Town. Contractors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The Town will pay no sales tax.

11) Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the Services required herein, including but not limited to:

- Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- Occupational Safety and Health Act (OSHA) as applicable to this contract.
- Environmental Protection Agency (EPA), as applicable to this Contract.
- A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not 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 36 months from the date of being placed on the convicted vendor list.
- Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- Contractor and any subcontractors performing work in connection with this contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.
- "Conflicts of Interest" Section 1-19 of the County Code, and Ordinance 2011-19.
- Florida Building Code (FBC).

Notwithstanding any other provision herein, Contractor shall not be required pursuant to the contract to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

12) Local Preference:

**Local Davie Vendor**- a “local Davie vendor” shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Town limits for a minimum of six months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Town of Davie and have an address that the U.S. Postal Service recognizes as being a Davie address to be eligible.
**Local Broward County Vendor**- a “local Davie vendor” shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of six months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box or a residence. The

business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides and have an address that the U.S. Postal Service recognizes as being a Broward County address to be eligible.

**Bid**- A bid shall be any competitive solicitation by specification officially posted by the Town of Davie Purchasing staff on the Town's website where the award is determined by price.

**Proposal**- A proposal shall be any competitive solicitation by Request for Proposal (RFP) officially posted by the Town of Davie purchasing staff on the Town's website where the award is determined by qualifications.

**Process**

a) Competitive Bid- For bid evaluation purposes, vendors that meet the definition of "local Davie vendor" as detailed above shall be given a 5% evaluation credit. This shall mean that if a "local Davie vendor" submits a bid/quote that is within 5% of the lowest price if that lowest price is submitted by a non-Broward County vendor or within 2.5% of the lowest price if that lowest price is submitted by a Broward County vendor, the "local Davie vendor" shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the "local Davie vendor" submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the "local Davie vendor". If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a "local Davie vendor", the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

For bid evaluation purposes, vendors that meet the definition of "local Broward County vendor" as detailed above shall be given a 2.5% evaluation credit. This shall mean that if a "local Broward County vendor" submits a bid/quote that is within 2.5% of the lowest price submitted by any non-Broward County vendor, the "local Broward County vendor" shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the "local Broward County vendor" submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the "local Broward County vendor". If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a "local Davie vendor", the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a "local Davie vendor" and a "local Broward County vendor" participating in the same bid solicitation and both vendors qualify to submit a second bid as detailed above, the "local Davie vendor" will be given first option. If the "local Davie vendor" cannot beat the lowest bid received by at least 1%, an opportunity will be given to the "local Broward County vendor". If the "local Broward County vendor" cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder regardless of geographic location of the business.

If multiple "local Davie vendors" submit bids/quotes which are within 5% of the lowest bid/quote if that bid/quote is from a non-Broward County bidder, or within 2.5% of the lowest bid/quote if that bid/quote is from a local Broward County bidder, then all vendors will be asked to submit a "best and final offer (BAFO)". The award will be made to the "local Davie vendor" submitting the lowest BAFO providing that that BAFO is at least 1% lower than the lowest bid/quote received in the original solicitation. If no "local Davie vendor" can beat the lowest bid/quote by at least 1%, then the process will be repeated with all "local Broward County vendors" who have submitted a bid/quote which is within 2.5% of the lowest bid/quote. If no "local Davie vendor" and no "local Broward County vendor" can submit a BAFO that is at least 1% lower than the lowest bid/quote submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of geographic location of the business.

b) Competitive Proposal- For evaluation purposes, "local Davie vendor" and "local Broward County vendor" shall be a criterion for award in any Request For Proposal unless specifically exempted by the Town Administrator or the Town Council.

c) Exceptions

1. No "local vendor" preference will be included in any competitive solicitation where the Town is the lead agency for the Southeast Florida Cooperative Purchasing Group.
2. Utilization of a State or other agency contract.
3. State or Federal law prohibits the use of local preference.
4. The work is funded in whole or in part by a governmental entity where the laws, rules, regulations or policies prohibit the use of local preferences.
5. Sole source or single source purchases.
6. The "local vendor" is either non-responsive or non-responsible.
7. All bids submitted exceed the budget amount for the project.
8. Emergency purchases.
9. The Town Administrator and/or the Town Council may exempt any competitive solicitation from the local vendor preference.

13) Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers

of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Safety Data Sheet (SDS) for each substance as a condition of award by the Town.

14) Contractor shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the Town and Town's approval.

15) The Contractor shall maintain and carry in full force during the Term the insurance required herein. Upon Town's notification, the Contractor shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

    a) Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the Town harmless from any injury incurred during performance of the Contract. The exempt Contractor shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

    b) General Liability Insurance on a comprehensive basis in an amount not less than $500,000 per person per occurrence for bodily injury and property damage. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 6591 Orange Drive Davie, Florida 33314, as the certificate holder, must appear on the certificate of insurance.**

    c) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $500,000 per person per occurrence. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie, 6591 Orange Drive, Davie, Florida 33314, as the certificate holder, must appear on the certificate of insurance.**

    The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

    The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Town's Risk Management Division.

    **Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Town.**

    **NOTE: TOWN OF DAVIE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.**

    Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section herein.

    Award is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Town notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed herein, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the Contractor fails to submit the required insurance documents in the manner prescribed herein within twenty (20) calendar days after Town notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Town.

    The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all extension periods that may be granted by the Town. If insurance certificates are scheduled to expire

during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Town shall suspend the Contract until such time as the new or renewed certificates are received by the Town in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Town may, at its sole discretion, terminate this contract.

16) The Purchasing Division may issue an addendum in response to any inquiry received prior to the ITB deadline, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Contractor should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this ITB solicitation document or in any addenda issued. Where there appears to be a conflict between this ITB and any addenda, the last addendum issued shall prevail. It is the Contractor's responsibility to ensure receipt of all addenda and any accompanying documents. Contractor shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their quote.

17) The using department will make a recommendation based upon the lowest responsive and responsible Contractor whose quote conforms to the ITB and is most advantageous to the Town. If lowest fails to comply, then the second will be called upon, and so on.

    The Town reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the Contractor qualifies his quote by specified limitations.

    One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or services from this contract through the effective period of the award. In any situation where obtaining services from the Primary Vendor(s) is not in the best interest of the Town, or the vendor cannot deliver material and/or services within 24 hours of date required, or on an emergency basis, staff may obtain services from the Secondary Vendor(s).

    Successful Contractor shall be notified in writing of award. Delivery of materials and/or services shall be performed upon receipt by successful Contractor of a numbered, signed purchase order.

18) All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the Town of Davie. The Contractor shall supply competent and physically capable employees and the Town is authorized to require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Town property is not in the best interest of the Town.

    Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

19) The successful Contractor shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the Town and Town's approval.

20) Contractor agrees to comply with public records laws. This includes but is not limited to:

    1. Keep and maintain public records as required by the Florida Statutes.
    2. Upon request from the Town Clerk, provide the Town of Davie with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the applicable Florida Statutes.
    3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
    4. Upon completion of the contract, transfer, at no cost to the Town all public records in possession of the Contractor or keep and maintain the public records as required by the Florida Statutes.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the**

**Contractor's duty to provide public records relating to this contract, contact the custodian of public records at 954-797-1000, Evelyn_Roig@Davie-FL.gov, 6591 Orange Drive, Davie, FL 33314.**

21) The Contractor shall indemnify and hold harmless the Town its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Town or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the services by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The awarded Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Town, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents, and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this contract.

22) The Contractor is, and shall be, in the performance of all work services and activities herein an independent Contractor, and not an employee, agent or servant of the Town. All persons engaged in any of the work or services performed pursuant to this ITB shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Town shall be that of an independent Contractor and not as employees and agents of the Town.

    The Contractor does not have the power or authority to bind the Town in any promise, agreement or representation other than specifically provided for herein.

23) The Town may terminate this agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Town through fraud, misrepresentation or material misstatement.

    In addition to cancellation or termination as otherwise provided herein, the Town may at any time, in its sole discretion, with or without cause, terminate the agreement by written notice to the Contractor.

24) In accordance with Section 2-327 of the Town's Code requires that the Town shall not purchase any goods or services from any person who is actively employed by the Town of Davie or from any business or entity of which the employee or the employee's spouse or child is an agent, officer, partner, director or proprietor or in which they have a material interest or discretionary authority. Any such individual or business shall be disqualified from participating in any bidding activity for purchases by the town unless specifically authorized by action of the town council. Furthermore all Contractors are subject to follow the SECTION 1-19 OF THE BROWARD COUNTY CODE.

25) The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

26) Nothing herein shall be interpreted or construed to mean that the Town waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute

27) BID PROTESTS

The Town shall provide notice of its intent to award or reject to all bidders by posting such notice on the Town's website within two (2) working days after the posted review committee meeting.

If a vendor feels that they have been treated unfairly with regards to the results of a solicitation, or the resulting recommendation for award, they may protest the Town's action as follows:

1. The vendor must submit a letter to the Procurement Manager detailing the nature of the protest along with two (2) cashier's checks within three (3) working days of the notice of intent to award. The first check will be in the amount of $500 (hereinafter called "the administrative fee"). The second check will be in the amount of 1% of the bid amount (hereinafter called "the protest bond"). The Town's notices of intent to award are posted on the Town of Davie website.

2. If the Procurement Manager receives a bid protest letter along with the administrative fee and the protest bond as described above, the bid award process will be suspended and the protest will be referred to the Bid Protest Committee. However, if the project is needed to protect the health, safety, and/or welfare of the residents of the Town of Davie, the award of the project will proceed without interruption. The Bid Protest Committee shall consist of three (3) Town of Davie staff member to be selected by the Town Administrator. The Procurement Manager and the employee that wrote the recommendation for award may not sit as a member of the Bid Protest Committee. However, the Procurement Manager and the staff member that wrote the recommendation for award shall be present at the hearing of the Bid Protest Committee to answer any questions pertaining to the bid process or the evaluation process.

3. The Bid Protest Committee shall schedule a hearing within ten (10) working days of receipt of the protest letter. All parties having an interest in the outcome will be notified of the date and time of the hearing. If the bid protest is denied, the vendor will forfeit the protest bond. If the protest is upheld, the protest bond will be returned to the vendor. The administrative fee shall be non-refundable in all cases.

4. If the Bid Protest Committee denies the protest, the aggrieved vendor may appeal his/her case to the Davie Town Council. In order to appeal, the vendor must notify the Town Administrator within three (3) working days of the Bid Protest Committee's ruling. Upon notification, the Town Administrator will schedule the appeal as an agenda item on the next available Town Council agenda. All bidders will be notified of the agenda date.

5. Once the bid protest is resolved, the Town will proceed with the bid award. Except as exempted in 2 above.

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# Exhibit "A" – Scope of Services

1. **Scope**

The Town of Davie is requesting sealed bids for Townwide Pest Control Services, as specified herein, from a source of supply that will give prompt and efficient service.

2. **Technical Specifications**

Contractor will be responsible for control and extermination of insects (roaches, silverfish, ants, flies, fleas, mosquitoes, rodents & associated eradication services (Emergency Response & Non-Emergency, etc.); and to maintain one hundred percent (100%) control by complete and accurate coverage of the various Town locations listed in this document.

The services are to be performed under the supervision of a certified Pest Control applicator as defined by the Florida Department of Agriculture and Consumer Services qualified in the proper categories for the services herein required, using the most effective and odorless chemicals having government approval, with proper methods suitable for the pest control undertaken at each location. Regular service is to be once a month, with call back service, if required, at no additional cost to the Town.

3. **General Requirements**

A. The Pest Control and Exterminating Services are to be provided on a monthly basis, without interruption.

B. The areas to be serviced at each and all locations listed herein shall include, but not limited to the following:

1. All office areas, rooms, kitchens, and restrooms.
2. Beneath and behind sinks, stoves, refrigerators, and cabinets, and around plumbing and other utility areas.
3. All meeting rooms, employees' lounges, lunch areas, etc.
4. All closets, supply rooms, mechanical rooms.
5. All hallways, stairways, elevators.
6. All service areas, maintenance areas, stockrooms.
7. Exterior perimeter of buildings.
8. Separate buildings, structures, trailers, enclosures, service islands, telephone and electric meter rooms.
9. The rear body of the trucks and trailers (the bait is normally placed in the channels of the rear light assembly).
10. Emergency Response - An emergency response requires immediate dispatch of a pest control technician to a site as a result of a sting event or the perception of imminent hazard.

C. Work is to be performed at times mutually agreed upon between the using department and the contractor. Recreation facilities may require unusual scheduling arrangements due to various hours of operation and staff presence. When work is complete at each location, contractor must obtain signature of Town employee to verify service to be presented with invoice for payment.

D. The Contractor shall make prompt and effective follow up treatments based on complaints of infestations at any of the locations listed herein at no additional cost to the Town.

E. Bidder shall have all the necessary County, State, and Local licenses to operate the business of Pest Control and Exterminating Services and supply copies to the Town of Davie. Bidder shall have the necessary manpower and equipment to provide the services specified herein.

F. Bidders shall have a staffed office available for answering phone calls and emails during normal business hours 8:00a.m - 5:00p.m., Monday through Friday.

G. Bidder shall be able to perform full service without subcontracting any portion of services under this contract.

5. **Guarantee**

The Town of Davie requires complete and thorough exterminating services. If premises become infested with insects and rodents during the contract period, the Contract Manager or designee shall require the vendor to re-treat the area at no cost to the Town.

6. **Fogging**

Fogging, if required, must be rendered at a time as mutually agreed upon between the contractor and the Town. There shall be no extra charge to the Town for this service.

7. **Contract Term and Pricing**

The initial contract term is three (3) years with the option to renew for two (2) additional two (2) year periods at the discretion of the Town Administrator and providing the successful bidder(s) will agree to maintain the same terms and conditions of the current contract.

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the Town at any time during the Contract term, including any renewal or extension thereof.

8. **Contractor's Equipment**

All equipment shall be maintained in a safe operating condition while performing work under this contract. Contractor shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town shall direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town of Davie. The contractor shall be responsible for injury to persons caused by the operation of the equipment.

9. **Employees**

Contractor shall provide licensed and insured technicians to perform all work. Contractor shall have "on-site" supervisor fully conversant in the safety procedures to be followed in case of injury and/or accident. All work must be performed following EPA requirements and OSHA safety standards and regulations.

Contractor shall assign an "On Duty" supervisor who speaks and reads English.

Contractor shall have its employees refrain from smoking in municipal buildings unless in those areas designated for smoking.

Contractor shall provide the Town with an emergency contact list identifying the names, positions held, phone numbers, and emails of account manager and/or field supervisor.

10. **Disposal of Waste**

The contractor shall properly dispose, at its own cost, of any waste resulting from the work being performed in an approved facility at an approved site unless otherwise specified in this document. It is the bidder(s) responsibility to become familiar with the existing conditions of all the Town facilities that are included in this bid, to determine the type of equipment necessary to successfully provide the specified services.

11. **Damage to Public or Private Property**

The Contractor shall take extra precaution to protect all property while conducting services. Any damage done by the Contractor shall be corrected to its original or better state, and shall be corrected at the expense of the Contractor to the satisfaction of the Contract Administrator or designee.

Contractor shall provide protection necessary to prevent damage to property being repaired or replaced.

12. **Inspections**

The Contractor and The Town of Davies's representative shall meet once the job is completed to discuss any areas of concern. The dates and times for reviewing work will be mutually agreed to by both parties.

13. **Accident Prevention and Barricades**

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Safety signage shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the Contract Administrator or designee.

14. **Compliance with Federal Standards**

All services to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

15. **Labor, Materials, and Equipment Shall Be Supplied by the Vendor**

The vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, arid equipment shall be subject to the inspection and approval of the Contract Administrator or designee.

16. **Licenses, Permits, and Fees**

The vendor shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the

Town or the vendor for failure to obtain required licenses, permits or fines shall be borne by the vendor.

17. **Purchase of Other Services Not Listed Within This Solicitation Based on Price Quotes**

While the Town has listed all major services within this solicitation which are utilized by the Town departments in conjunction with their operations, there may be similar services that may be purchased by the Town during the term of this contract. Under these circumstances, a representative of the Town will contact the awarded vendor to obtain a price quote for the similar services. The Town reserves the right to award these similar items to the contract vendor based on the lowest price quoted, or to acquire the services through a separate solicitation.

18. **Additional Facilities May Be Added**

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any Town department or agency facility may be added to this contract at the option of the Town. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. If this contract has a single incumbent vendor, the additional site(s) shall be added to this contract by formal modification of the award sheet. If there are multiple incumbent vendors under this contract, and the additional effort is to be assigned to only one of these vendors, a separate release order will be issued.

The Town may determine to obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the Town's discretion.

19. **Deletion of Facilities**

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any Town department or agency may delete service for any facility (ies) when such service is no longer required during the contract period; upon fourteen (14) calendar days written notice to the vendor.

20. **Toxic Substances/Federal "Right to Know" Regulations**

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the vendor(s) performing under this contract shall be required to provide two (2) complete sets of Material Safety Data Sheets to Contract Administrator or designee utilizing the products. This information shall be provided prior to final award.

21. **Work Acceptance**

This project will be inspected by an authorized representative of the Town. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

22. **Work Assignments Identified by the Town**

All work assignments during the contract period will be on an "as needed" basis, complying with notification requirements. Vendor shall assume no guarantees as to the number or frequency of work assignments or the amount of payments under the terms of this contract.

Determination of material quantities and/or specifications for each assignment will be made by the Town Department. The Town department will notify the Bidder of each work assignment; at which time the Bidder and the Town Department will mutually agree, in writing, of the beginning and ending dates of the work assignment. For each assignment, the Bidder shall be responsible for the proper and necessary use of the materials in performance of the work.

23. **Protection of Property**

All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the Town which is damaged by reason of the vendors operation on the property.

24. **Legal Holidays**

**Buildings will be closed to the public on the following legal holidays:**

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- ½ Day New Year's Eve

25. **Bidders Responsibilities**

Bidders are required to submit their bids upon the following express conditions:

A. Bidders shall thoroughly examine the specifications, schedules, instructions and all other contract documents.

B. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Town or the compensation to the bidder.

C. Bidders are advised that all Town contracts are subject to all legal requirements provided for in the Town of Davie Purchasing Code and applicable County Ordinances, State Statutes and Federal Statutes.

26. **Preparation of Bids**

Bids will be prepared in accordance with the following: Our enclosed Bid Form is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.

A. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.

B. Alternate bids will not be considered unless authorized in the Invitation to Bid document.

C. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

D. The Town of Davie is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not transmit to suppliers to the Town in their (supplier) purchases of goods or services, used in work or goods supplied to the Town. Contractors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The Town will pay no sales tax.

27. **Submission of Bids**

A. Bids and Addenda thereto shall be enclosed in sealed envelopes addressed to the Procurement Manager, Brian K. O'Connor, Town of Davie, Purchasing, 6591 Orange Drive, Town of Davie, FL 33314. The name and address of the bidder, the bid number, the date and hour of the bid opening, and the bid name shall be placed on the outside of the envelope.

B. Bids must be submitted on the forms furnished. Telegraphic, emailed and facsimile bids will not be considered. Bids, however, may be modified by telegraphic notice provided such notice is received prior to the time and date set for the bid opening. Bidders shall have sole responsibility of insuring delivery of bids on time and to the proper location.

C. Bidders requesting a copy of the bid tabulation shall include a stamped, self-addressed envelope.

D. Bids should be submitted in duplicate. Submit one original and one copy.

28. **Rejection of Bids**

A. The Town may reject a bid if:
   1. The Bidder fails to acknowledge receipt of an addendum, or if
   2. The Bidder misstates or conceals any material fact in the bid, or if
   3. The bid does not strictly conform to the law or requirements of bid, or if
   4. The bid is conditional, except that the bidder may qualify his bid for acceptance by the Town on an "all or none" basis, group basis, or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.

B. The Town may, however, reject all bids whenever it is deemed in the best interest of the Town to do so, and may reject any part of a bid unless the bid.

29. **Withdrawal of Bids**

Bids may not be withdrawn for a period of 90 days after the time set for the bid opening. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.

30. **Late Bids or Modifications**

Only bids received as of opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be rejected as late.

31. **Conflicts within the Bid Solicitation**

Where there appears to be a conflict between the General Terms and Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Submittal Section, the Technical Specifications, and then the General Terms and Conditions.

32. **Requests for Information (RFI)**

Any questions regarding the specifications shall be addressed to the Procurement Manager by the deadline stated herein for receiving RFIs via e-mail at purchasing@davie-fl.gov.

Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all bidders by written addenda. Failure of a bidder to receive and/or acknowledge any addendum shall not release the bidder from any obligations under this bid.

33. **Competency of Bidders**

Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid; have a record of performance for a reasonable period of time; have sufficient financial support, equipment and organization to insure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the Town.

The Town may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the Town in making the award in the best interest of the Town.

34. **Disqualification of Bidders**

A bidder may be disqualified temporarily or permanently and his/her bid(s) rejected for:

A. Poor performance or default, in the Town's opinion, on previous contracts with the Town.
B. Poor performance or default, in the Town's opinion, on previous contracts with other public entities
C. Insufficient financial or company size, in the Town's opinion, to perform the requirements of the contract.

35. **Modification of Contract**

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

36. **Solicitation, Giving, and Acceptance of Gifts Policy**

Bidders shall sign and submit the form indicating understanding and compliance with the Town's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates. Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, that the low bidder may be given the opportunity to submit the form to the Town within five calendar days after notification by the Town, if this is determined to be in the best interest of the Town.

37. **Purchasing Agreements with Other Government Agencies**

It is hereby made part of this Invitation to Bid that the submission of any bid response to this advertised request constitutes a bid made under the same terms and conditions, for the same price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

38. **Method of Award**

Award of this contract will be made to the most responsive, responsible vendor who submits an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. If a vendor fails to submit an offer on all items, its overall offer will be rejected. Award will be made to the lowest bidder as a primary vendor and to the second lowest bidder as the secondary vendor. The Town reserves the right to award a secondary vendor.

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SIGNATURE PAGE

The undersigned attests to their authority to submit this proposal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Bidder is sufficiently experienced and competent to perform all of the work required of the Bidder in the Contract;

2. The facts stated in the Bidders response pursuant to Invitation to Bid, instructions to Bidder and Specifications are true and correct in all respects;

3. The Bidder has read and complied with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.

4. Bidder understands that all information listed above may be checked by the TOWN and Bidder authorizes all entities or persons listed above to answer any and all questions. Bidder hereby indemnifies the TOWN and the persons and entitles listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Submitted by the Bidder on this _____ day of _____, 2017.

Company_____

Signature_____

END OF CONTRACT