



<b>SUBMIT BID TO:</b> Solid Waste Authority of Palm Beach County 7501 North Jog Road West Palm Beach, Florida 33412 Attn: PURCHASING  PURCHASING DEPARTMENT CONTACT: Marina Kane Telephone: 561 640-4000, ext 4520				<h1>INVITATION TO BID</h1> Bidder Acknowledgment	
Bid Title: <b>PEST CONTROL SERVICES</b>			SWA Bid No.: 19-24/AL		
<b><i>Bid must be received no later than 2:00 PM, July 17, 2019 at which time bids will be opened.</i></b>					
Bidder Name:		Fed. ID No. or SS Number:			
Mailing Address:		Toll Free Telephone Number:		E-Mail Address:	
Street:					
City:	State	ZIP	Office Number: (    )		FAX:
Is Vendor a Certified Small/Minority Women Business Enterprise?		Yes No Agencies	Certified or Cashier's Check is attached, when required, in the amount of \$		
Delivery:		calendar days ARO		If returning as a " <b>NO BID</b> ", please fill out "No-Bid" Response Form and return it along with this page. Attn: Purchasing.	
ANTI-COLLUSION: The signed bidder certifies that he or she has not divulged, discussed or compared his or her bid with other bidders and has not colluded with any other bidder or parties to a bid. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid lists(s).					
 _____ Authorized Signature (Manual)		_____ Authorized Name (Typed)		_____ Title (typed)	

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

It is the Bidder's sole responsibility to ensure that you receive every page of the bid document and that you check the Purchasing web page @ [www.swa.org](http://www.swa.org) for any addenda to the bid document. These addenda may contain critical information that directly affects how an item should be bid. Failure to account for these addenda may result in rejection of your bid submittal as non-responsive. The Authority provides this web site as a courtesy only and assumes no direct or implied responsibility for omissions which materially affect your bid submittal. Note: Responses to solicitations cannot be submitted to the Authority electronically.

## GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

THE AUTHORITY WILL ENDEAVOR TO SEND ANY ADDENDA TO ALL PROSPECTIVE BIDDERS ON RECORD. HOWEVER, IT IS THE BIDDERS SOLE RESPONSIBILITY TO ASCERTAIN, BY CONTACTING THE AUTHORITY'S PURCHASING SERVICES NO LESS THAN FIVE (5) CALENDAR DAYS PRIOR TO THE BID OPENING DATE, WHETHER ANY ADDENDA TO THIS BID HAVE BEEN ISSUED, AND TO SUBMIT ANY AND ALL SUCH ADDENDA PROPERLY ACKNOWLEDGED WITH THE BID RESPONSE. THE AUTHORITY WILL NOT ISSUE ADDENDA, OTHER THAN A DELAY IN BID OPENING DATE, WITHIN FIVE (5) CALENDAR DAYS OF BID OPENING.

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE. The face of the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Submittal of a bid in response to this Invitation to Bid constitutes an offer by the Bidder. Bids which do not comply with these requirements may be rejected at the option of the Authority.

1. **EXECUTION OF BID:** Bid must contain a manual signature, in ink, of an authorized, representative, who has the legal ability to bind the Bidder in contractual obligations. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the bid document must be initialed in ink.
2. **NO BID:** If not submitting a bid, please respond no later than the bid opening date and time, by returning the Bidder Acknowledgment and "No Bid" Response Submittal Form, noting the reason in the space provided. Failure to respond 3 times in succession without justification may be cause for removal of the Bidders name from the mailing list.
3. **BID OPENING:** Shall be public, at the Authority's Administrative Offices located at:  
  
7501 North Jog Road  
West Palm Beach, Florida 33412
4. **THIRD PARTY BENEFICIARY DISCLAIMER:** It is not the intention of these Bid documents to create third party beneficiary status in any person or entity that is not a direct party to the contract awarded as a result of a successful Bid and no language in these Bid documents or the contract awarded pursuant to this Bid should be construed or interpreted as creating a third party beneficiary.

5. **TAXES:** The Authority is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The Authority's exemption number is on the face of the purchase order. The Director of Purchasing Services will provide an exemption certificate to the successful Bidder. Vendors or contractors doing business with the Authority shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Authority nor shall any Vendor/Contractor be authorized to use the Authority's Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the Authority.
6. **DISCOUNTS:** Cash discounts for prompt payment shall **not** be considered in determining the lowest net cost for bid evaluation purposes.
7. **MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.
8. **INVOICING AND PAYMENT:** Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:
- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to:
- Solid Waste Authority of Palm Beach County  
**Attn: Accounts Payable**  
 7501 North Jog Road  
 West Palm Beach, FL 33412
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated Authority employee or authorized agent; be clearly marked as "partial", "complete" or "final" invoice. The Authority will accept partial deliveries. In addition the invoice shall contain bid number and lot, itemized materials, and backup invoices for pass-thru items.
- c. The invoice shall contain the Bidder's Federal Employer Identification number.
- d. The Authority's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other terms of payment must have been previously approved by the Authority, and appear on the contract or purchase order document to be binding upon the Authority.
9. **ESTIMATED QUANTITIES:** Estimated quantities or dollars are for Bidder's guidance only: a) estimates are based on the Authority's anticipated needs and/or usage; and b) the Authority may use these estimates to determine the low Bidder. No guarantee is expressed or implied as to quantities or dollars that will be used during the Contract period. The

Authority is not obligated to place any order for the given amount subsequent to the award of this Bid solicitation.

10. **DELIVERY:** Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.
11. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Form attests to this.
12. **INTERPRETATIONS:** All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the Authority in writing prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid Documents shall be requested in writing, and received by the Authority at least five (5) days prior to the Bid Opening. Inquires shall be addressed to the Purchasing Agent. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of, or changes to, the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders.
13. **ADDENDA:** In conjunction with Item 12, "Interpretations" above, the Purchasing Department may issue an addendum in response to any inquiry received, prior to the close of the solicitation period which changes, adds, or clarifies the terms, provisions, or requirements of the solicitation. The Bidders should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the solicitation document or in the addenda issued. Where there appears to be a conflict between the solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid, a signed "Acknowledgement of Addenda" form, when any addenda have been issued.
14. **DISPUTES:** With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within the time prescribed, as more fully detailed in the Authority's Purchasing Manual, Section 10, after posting of the solicitation. Any Bidder who is adversely affected by the Authority's decision or intended decision shall file a protest in writing within the time prescribed, as more fully detailed in the Authority's Purchasing Manual, Section 10, after posting of the notice of decision or intended decision. These procedures are available upon request from the Authority.

15. **CONFLICT OF INTEREST:** All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the Authority. Further, all Bidders must disclose the name of any Authority employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.
16. **LEGAL REQUIREMENTS:** Bidders are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.
17. **LICENSE, PERMITS AND FEES:** The awarded Bidder(s) shall hold all license and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties and/or fines on the Authority or an awarded Bidder for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the awarded Bidder.
18. **DRUG-FREE WORKPLACE:** Preference shall be given to business with **Drug-Free Work Place (DFW)** programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the Authority for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.
19. **EQUAL BUSINESS OPPURTUNITY PROGRAM:** The Governing Board of the Authority has implemented the Economic Inclusion Policy and Procedures administered by the Equal Business Opportunity (EBO) Program to ensure that all segments of its business population, including but not limited to small, local, minority, and women-owned business, have an equitable opportunity to participate in the Authority's procurement process. Refer to Section 6 of the Purchasing Manual, as incorporated herein. In addition, program tools and solicitation incentives are hereby referred to as the Affirmative Procurement Initiatives (API).

Each Solicitation will be evaluated to determine the appropriate Affirmative Procurement Initiatives (API) which will be outlined in detail in the Bid document. Failure to meet the API requirement will deem the Bidder's response as non-responsive.

20. **LOCAL PREFERENCE QUALIFICATION:** In order to qualify to receive points for location, the firm must have all of the following a minimum of one (1) year prior to the solicitation: a) its headquarters or branch office located within Palm Beach County; b) been incorporated or a legally begun business and fully licensed; and c) a valid Business Tax Receipt issued by the Palm Beach County Tax Collector that will be used to verify that the Proposer had a permanent place of business one (1) year prior to the issuance of the solicitation. Please note that in order to receive a Local Preference, the name and address on the Business Tax Receipt must be the same name and address that is included in the submittal to the Authority, and that the attached Business Tax Receipt must accompany the bid at the time of bid submission. Copies of licensure, leases of office space (or proof of ownership of office site) may be required by Authority staff as proof of compliance. The firm's office must be of a permanent nature not temporary or transient and may include home offices. For a home office to qualify, it must meet all necessary legal requirements for such office, and in the event a mobile home is used as a home office, it must be without wheels and permanently affixed to the land. The firm's office shall be fully staffed with personnel including

at least one (1) of those assigned to the Authority's projects, office furniture, office equipment, and, if applicable, professional equipment/computers as required by the type of work to be performed. Additional information or documentation, including a site visit by Authority staff, may be required to confirm a local presence sufficient to qualify and receive a Local Preference. The firm will be required to maintain said office, or other Authority approved offices, for the entire term of the contract. Failure to submit this information will cause the firm not to be qualified under this Section to receive a Local Preference.

21. **PREFERENCE APPLICATIONS:** A Bidder who meets the qualifications for Local Preference and whose bid is within 5% of the low bidder who does not meet those qualifications, may be granted an opportunity to offer a best and final bid along with the low bidder whose bid amount is equal to or less than the highest local bidder within 5% of the low bid. Contract will be awarded to the lowest best and final bid; in case of a tie for the lowest best and final bid the contract will be awarded to the lowest best and final bid offered by the local bidder. Ties between local bidders will be determined by a coin toss as specified in Section 2.21 of the Purchasing Manual.
22. **PUBLIC ENTITY CRIMES:** Pursuant to F.S. 287.133, as amended: 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
23. **AWARDS:** As the best interest of the Authority may require, at its sole discretion, the right is reserved to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award and to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a re-bid. Bidders are cautioned to make no assumption until the Authority has entered into a contract or purchase order. NOTE: Bid tabulations will be furnished upon written request which includes an enclosed, self-addressed, stamped envelope. The award recommendation will be posted for review by interested parties at Purchasing Services for a period of five (5) calendar days. Failure to file a written protest to the Director of Purchasing Services within the time prescribed in the AUTHORITY'S Purchasing Manual, Section 10, shall constitute a waiver of proceedings. It is the Bidder's sole responsibility to ascertain the time of posting of the award recommendation. This may be accomplished by telephone, FAX, E-Mail or other means deemed timely by the Bidder.
24. **PROMOTIONAL PRICING:** In addition, bidder shall offer to the Authority during the contract period any items(s) offered on a "promotional" basis from the manufacturer. It will be the successful bidder's responsibility to monitor said item(s) and report any that are or will be offered at lower price.
25. **COMMERCIAL NONDISCRIMINATION POLICY:** It is the policy of the Authority not to enter into a contract or to be engaged in business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of vendors, suppliers, subcontractors or commercial

- customers on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in relevant marketplace for Palm Beach County.
- 26. CONTRACTUAL AGREEMENT:** The terms, conditions, and provisions in this Invitation to Bid shall be included and incorporated in any final contract or purchase order. The order of precedence will be Bid Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Palm Beach County, Florida.
- 27. GOVERNMENTAL RESTRICTIONS:** In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify Purchasing Services at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The Authority reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the Authority.
- 28. PATENTS AND ROYALTIES:** The Bidder, without exemption, shall indemnify and save harmless, the Authority, its employees and/or any of its Board Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such a claim is made, or is pending, the Bidder may, at its option and expense, procure for the Authority the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the Authority agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- 29. ADVERTISING:** In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the Authority.
- 30. ASSIGNMENT:** Any purchase order or contract issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the Authority, through Purchasing Services.
- 31. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:** Bidder certifies that all material, equipment, services, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.
- 32. FACILITIES:** The Authority reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, with prior notice to determine that Bidder has a bona fide place of business, and is a responsible Bidder.
- 33. REPRESENTATION:** A Bidder must have at the time of bid opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid, and so certify upon request.
- 34. DISQUALIFICATION OF BIDDER:** More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid for the same work will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection. This provision is not meant to prohibit submission of alternate bids in separate sealed envelopes.
- 35. ALTERNATIVES:** Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with alternate offers may be cause for disqualification of the bid.
- The determination as to whether any alternate product or service is or is not equal shall be made by the Solid Waste Authority and such determination shall be final and binding upon all bidders.
- Bidders proposing to submit alternate product must call the Purchasing Department to arrange to submit specifications and product samples at no cost to the Authority. All submittals must be made within ten (10) calendar days of the advertisement of the Bid.
- Although the Authority provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the Authority. Such award may not necessarily be given to the lowest bid offered.
- 36. ADJUSTMENTS/CHANGES/DEVIATIONS:** No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the Authority's Purchasing Services. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.
- 37. OMISSIONS IN SPECIFICATIONS:** The specifications and/or statement of work contained within this Solicitation describe the various functions and classes of work required as necessary for completion of the project. Any omissions of inherent technical functions of classes of work within the specifications and/or statement of work shall not relieve the Bidder from furnishing, installing, or performing such work where required to the satisfactory completion of the project.
- 38. INDEMNIFICATION:** Contractor agrees to protect, defend, indemnify, and hold harmless the Authority, its employees and representatives, from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the Authority, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any acts or omissions of the Contractor, its employees, or agents, arising out of or connected with this Agreement. The Contractor shall not be

required to indemnify the Authority or its agents, employees, or representatives, when an occurrence results solely from the wrongful acts or omissions of the Authority, or its agents, employees or representatives.

- 39. ANNUAL APPROPRIATIONS:** The Authority's obligation to pay under this contract is contingent upon annual appropriations.
- 40. PUBLIC RECORDS ACT/INFORMATION DISCLOSURE to THIRD PARTIES:** Sealed bids or replies received by the AUTHORITY pursuant to a competitive solicitation are exempt from s. 119.07(1) and s.24(a), Article I of the State Constitution until such time as the AUTHORITY provides notice of an intended decision or until thirty (30) days after opening the bids or final replies, whichever is earlier. As such, the AUTHORITY shall not in any way be liable or responsible for the disclosure or result of disclosure of any submissions or portions thereof submitted in response to the Bid.

The law provides for certain exclusions to disclosure. If the Bidder believes that some information contained in their bid is exempt from disclosure, the Bidder is instructed to label such information as confidential, specify the pertinent section of the public record law that justifies nondisclosure, and request in writing the AUTHORITY keep such information confidential and free from disclosure. The AUTHORITY reserves the right to make any final determination of the applicability of the public records law. In addition, all Bids received by the submission date will become the property of the AUTHORITY and will not be returned.

- 41. UNCONTROLLABLE FORCES:** Neither the AUTHORITY nor AWARDED BIDDER(S) shall be considered to be in default of this Bid/Contract/Purchase Order if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Bid/Contract/Purchase Order and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Bid/Contract/Purchase Order.

- 42. DEFAULT:** The Authority may, by written notice of default to the successful Bidder, terminate the contract in whole or in part if the successful Bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing Services may authorize in writing) after receipt of notice from the Director of Purchasing Services specifying such failure. In the event the Authority terminates this contract in whole or in part because of default of the successful Bidder, the Authority may procure

goods and/or services similar to those terminated, and the successful Bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful Bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful Bidder), the rights and obligations of the parties shall be those provided in Section 43 "Termination for Convenience."

- 43. TERMINATION FOR CONVENIENCE:** The Director of Purchasing Services may, whenever the interests of the Authority so require, terminate the contract, in whole or in part, for the convenience of the Authority. The Director of Purchasing Services shall give five (5) days prior written notice of termination to the successful Bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful Bidder has the right to withdraw, without adverse action, from the entire contract. Unless directed differently in the Notice of Termination, the successful Bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the successful Bidder shall terminate outstanding orders and/or subcontracts related to the terminated work.

Unless the successful Bidder is in breach of this contract, the Bidder shall be paid for services rendered to the AUTHORITY'S satisfaction through the date of termination.

- 44. WARRANTY:** All warranties expressed or implied shall be made available to the Authority for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the awarded Bidder against factory defects and workmanship. At no expense to the Authority, the awarded Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.
- 45. BUSINESS TAX RECEIPTS:** In order to provide goods and/or services specified in this bid, a current business tax receipt issued in Palm Beach County is required. This business tax receipt shall be issued for the services being bid herein. A photocopy of the business tax receipt shall be submitted with bid.
- 46. LOCAL BUSINESS TAX EXEMPTION:** In accordance with Florida Statute §205.065 Exemption; nonresident (Palm Beach County) persons regulated by the Department of Business and Professional Regulation, engaging in or managing a business, profession, or occupation regulated by the Department of Business and Professional Regulation has paid a business tax for the current year to the county or municipality in the state where the person's permanent business location or branch office is maintained, is not required to pay other local governing authority a business tax, or any registration or regulatory fee equivalent to the business tax, on the person for performing work or services on a temporary or transitory basis in another municipality or county.

Please note that in order to be exempt from the Palm Beach County Business Tax Receipt requirement, a bidder requesting exemption **must submit with his/her bid** the following documentation:

- A copy of their business tax for the current year to the county or municipality in the state where the permanent business location or branch office is maintained.

The name and address on the Business Tax Receipt must be the same name and address that is included in the submittal to the Authority, and that the attached Business Tax Receipt must

accompany the Bid at the time of Bid submission.

Other instances where the bidder is exempt per Florida Statute Chapter 205 shall be considered after he/she has furnished the necessary proof of exemption.

**47. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:**

All Bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all political subdivisions under the same conditions, for the same prices and the same effective period as this bid, should the Bidder feel it is in their best interest to do so.

This agreement in no way restricts or interferes with the right of any political subdivision to rebid any or all items.

**48. CONE OF SILENCE:**

Bidders are advised that a Cone of Silence means a prohibition on any communication, written or oral, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between: a) Any person, recognized legal entity, or either of their respective representative(s) seeking an award from such competitive solicitation; and b) any person who is a member of a selection or evaluation committee or panel whose purpose is to make selections, recommendations or evaluations in connection with a competitive selection process; and c) any employee of the department from which the contract solicitation originated and for whose primary purpose it will serve, any employee that is a Chief of the Solid Waste Authority of Palm Beach County regardless of the originating department; and d) Notwithstanding the above, any person, legal entity, or their respective representative(s), may contact any member(s) of the Authority's Governing Board, the Executive Director, Purchasing Director or Procurement Manager, however, any such communication shall only be by written correspondence, and in all cases the Purchasing Director shall be copied. Any oral communications to any of these person(s) listed in this subsection regarding a particular competitive solicitation is strictly prohibited.

The Cone of Silence shall be in effect as of the deadline to submit bids even if bid is withdrawn or is otherwise eliminated from consideration consistent with the procedures as outlined in this bid. The Cone of Silence shall remain in effect until the Governing Board, or Authority staff, if authorized to act on behalf of the Board, awards or approves the contract, rejects all bids, or otherwise takes action which ends the solicitation process.

The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board and protest hearings. Further, the Cone of Silence shall not apply to contract negotiations between Authority employees and the intended awardees, or any dispute resolution process following the filing of a protest between the person filing the protest and any Authority employee.

The Governing Board by means of action taken at any properly noticed Governing Board meeting may invoke the cone of silence earlier than the time specified in this section, for any procurement.

**49. OFFICE OF THE INSPECTOR GENERAL:** Palm Beach County has established the Office of the Inspector General, Ordinance (OIG) No. 2009-049 which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. The Solid Waste Authority (Authority) has entered into an Interlocal Agreement (ILA) for

Inspector General Services. This agreement provides for the Inspector General to provide services to the Authority in accordance with the authority, functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the Authority and receiving Authority funds shall fully cooperate with the Inspector General including providing access to records relating to this Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the Contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**50. SCRUTINIZED COMPANIES (when contract value is greater than \$1 million):**

As provided in F.S. 287.135, by entering into this contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the Authority determines, using credible information available to the public, that a false certification has been submitted by Contractor, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said Certification must also be submitted at the time of Contract renewal.

**51. SCRUTINIZED COMPANIES:**

As provided in F.S. 287.135, by entering into this contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engage in a boycott of Israel pursuant to F.S. 215.4725.

If the Authority determines, using credible information available to the public, that a false certification has been submitted by Contractor, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said Certification must also be submitted at the time of Contract renewal.

**52. NON-EXCLUSIVE:**

The Authority reserves the right to acquire some or all of these goods and services through a State of Florida contract, any contract awarded by any other city or county governmental agencies, any school board, any other community college/state university system cooperative bid agreement, if it is in the best Authority's interest to do so. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, the Authority reserves the right to award other contracts for goods and services falling within the scope of this contract when the specifications differ from this contract, or for goods and services specified in this contract when the scope substantially differs from this contract, if it is in its best Authority's interest to do so.

**NOTE:** ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

## SPECIAL TERMS AND CONDITIONS

### PEST CONTROL SERVICES SWA Bid No. 19-24/AL

#### 53. PURPOSE

A. The purpose and intent of this Invitation to Bid is to establish a term contract for PEST CONTROL SERVICES for the Solid Waste Authority of Palm Beach County (AUTHORITY) on an "as-needed" basis and in accordance with the specifications, terms and conditions stated herein.

#### 54. AWARD

A. Award will be made to the lowest responsive, responsible bidder on an **ALL OR NONE BASIS** subject to the terms and conditions herein. BIDDER with the lowest cost in the aggregate for each Lot will be deemed as the lowest priced responsive BIDDER. BIDDER must submit pricing on all line items to be considered for award. BIDDER is required to submit on the Bid Form herein.

B. The AUTHORITY reserves the right to make a primary, and secondary award. The lowest, responsive, responsible Bidder meeting specifications, and special terms and conditions shall be the primary awardee. The next lowest Bidder meeting specifications, special terms and conditions shall be secondary awardee. The AUTHORITY will give the primary awardee the first opportunity to provide all products. If the primary awardee cannot provide the requested products, the secondary awardee will be contacted. More than two (2) occurrences of failure to provide services as requested may be deemed as a default of contract and will be grounds for cancellation of the contract.

C. The AUTHORITY reserves the unqualified right, in the AUTHORITY's sole and absolute discretion, to reject any and all bids, to waive any irregularities, or to accept the Bid which, in the AUTHORITY's judgment, will under all circumstances best serve the public interest.

#### 55. TERM OF CONTRACT

A. The initial contract prices resultant from this solicitation shall prevail for a two (2) year period from the contract's initial effective date, with an option to renew for an additional one (1) year period.

B. The AUTHORITY reserves the right to automatically extend the intended contract for a maximum period, not-to-exceed ninety (90) calendar days in order to provide continual service and supplies while a new contract is being solicited, evaluated and/or awarded. The awarded BIDDER agrees to this condition by virtue of signing their Bid submittal. All prices shall be fixed for the terms of this extension period.

#### 56. OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR

A. Prior to, or upon satisfactory completion of the initial contract term, the AUTHORITY shall have the option to renew this contract for an additional one (1) year period.

#### 57. ESCALATION CLAUSE

A. The AUTHORITY acknowledges the fluctuating nature of prices for items specified. Accordingly an escalator/de-escalator clause will be accepted only under the following conditions. The AUTHORITY reserves the right to cancel Awarded Bidders contract and make award to the lowest responsive Bidder(s) if the Awarded Bidders price escalation changes their position as lowest responsive responsible Bidder(s). The AUTHORITY may, at its option, request price updates from any Bidder if Awarded Bidder requests a price increase.

1. Price increase(s) and price decrease(s) comparable to documented manufacturer's price changes or changes in industry related indices.
2. Receipt of proper written notification, to Purchasing Services, of all items affected by price increases/decreases no less than 21 days prior to the effective date of price increase, along with a written request for acceptance and stating the effective date of such changes.
3. Where all prices shall have remained firm a minimum of ninety (90) calendar days
4. All price increase(s) and decrease(s) to be approved by the Director of Purchasing Services

58. **QUALIFICATION OF BIDDERS**

A. This Bid shall be awarded only to a responsible BIDDER qualified to provide the work specified. The BIDDER shall submit the following information with the proposal.

- Experience record showing the BIDDER's training and experience in similar work. (BQS 1-3)
- List and provide a brief a description of similar work satisfactorily completed with location, dates of contracts, names, addresses and phone numbers of owners. (REF 1-2)
- List of equipment and facilities available to do the work. (EQUIP-1)
- Scrutinized Companies Certification Form per GTC 50-51 (SCC-1)
- State of Florida Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control License
- Palm Beach County Occupational License
- "Certified Operators" valid pest control operators certificate issued by State of Florida Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control, clearly showing certification in general household pest control and rodent control.
- Globally Harmonized System (GHS) compliant Safety Data Sheets (SDS) for all pest control products to be used to provide service to the AUTHORITY

B. Failure to submit the above requested information with proposal, may be cause for rejection of your Bid. Information previously submitted to the AUTHORITY in response to another Invitation to Bid shall not satisfy this requirement. The term "experience", as used in this requirement, shall mean the experience gained and possessed by the business entity proper (single proprietorship, partnership, corporation, or joint venture) responding to this solicitation. It shall not mean the experience of individual employee(s).

59. **EQUAL BUSINESS OPPURTUNITY PROGRAM**

A. In accordance with Section 6 of the Purchasing Manual, Economic Inclusion Policy and Procedures, the Authority's Equal Business Opportunity (EBO) Office has not applied an Affirmative Procurement Initiative to this procurement. The Authority does encourage Small/Minority/Women Business Enterprise (S/M/WBE) participation. For information on the Economic Inclusion Policy and Procedures, please contact the EBO Office at 561-640-4000 or visit [www.swa.org/EBO](http://www.swa.org/EBO).



60. **BID SUBMITTAL**

- A. One (1) manually signed original and two (2) photocopies of the Bid must be sealed in one package. The BIDDER's name, return address, date and time of Bid opening, the Bid number and title must be clearly annotated on the outside of the package. Bids not conforming to the instructions, terms and conditions provided herein may be subject to disqualification at the sole option of the AUTHORITY.
- B. Each Bid shall be legibly written or printed in ink, submitted on the Bid Form included herewith, and shall be manually signed in ink by an officer or employee having AUTHORITY to legally bind the company or firm. If erasures or other changes appear on the form, each erasure shall be signed or initialed by the person signing the Bid. If initialed, the AUTHORITY may require the BIDDER to identify any alteration so initialed.
- C. Complete sets of bidding documents shall be used in preparing Bids. The AUTHORITY will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents, by BIDDERS or their SUB-BIDDERS.

61. **EXAMINATION OF FACILITIES OR EQUIPMENT**

- A. Prior to submitting a bid, it is recommended that the Bidders visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. Bidders are also advised to examine the specifications or equipment and become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made because of lack of knowledge of these conditions. Arrangement for Bidder's inspection of facilities and/or activity schedules may be secured from the contact person listed for each location (see TEC-4 of 7 through TEC-6 of 7). Failure to visually inspect the facilities may be cause for disqualification of your bid.

62. **LICENSES AND PERMITS**

- A. It shall be the responsibility of the successful BIDDER to obtain, at no additional cost to the AUTHORITY, any and all licenses and permits required to complete this contractual service. A copy of these licenses and permits shall be submitted to the AUTHORITY prior to commencement of work, if applicable.

63. **SUB-CONTRACTING**

- A. No Sub-Contracting is Authorized

64. **METHOD OF ORDERING**

- A. Service shall be ordered via individual purchase orders on an "as-needed" basis or Blanket orders. **Invoices must be submitted against each individual purchase order or blanket purchase order release.**

65. **INVOICE INFORMATION**

- A. Invoices submitted as a result of this Bid, must contain the following information.
1. Purchase Order or Blanket Purchase Order Number
  2. Itemized cost per bid rate(s)
  3. Copy of Signed Service Ticket which shall include:
    - Authorized AUTHORITY'S representative signature verifying the service has been satisfactorily completed
    - PO Number
    - Date of Service
    - Location where service was performed
    - Description of service performed

B. It is the awarded Bidder's responsibility to submit invoices in accordance with this Contract. Once the Authority receives a properly executed invoice, with all supporting documentation, the invoice(s) shall be paid. The Authority pays thirty (30) days AFTER receipt of a properly executed invoice.

C. The above payment terms and conditions are agreed to by submitting an offer on this bid.

66. **DEADLINE FOR QUESTIONS**

A. In accordance with General Terms and Conditions, GTC Item #12, "Interpretations", any questions concerning the intent, meaning and interpretations of the Bid Documents shall be requested in writing, and received by the AUTHORITY at least five (5) days prior to the Bid Opening. Therefore, the deadline for all questions is Wednesday, July 10, 2019 by close of business.

67. **RIGHT TO TERMINATE**

A. In the event that any of the provisions of the contract are violated by the successful BIDDER, the AUTHORITY shall serve written notice upon such BIDDER of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract. The liability of the BIDDER for any and all such violation(s) shall not be affected by any such termination.

68. **CODES AND REGULATIONS**

A. The vendor must strictly comply with all Federal, State and local building and safety codes.

69. **PROTECTION OF PROPERTY**

A. The successful BIDDER shall at all times guard against damage or loss to the property of the AUTHORITY or of other vendors or Contractors and shall be held responsible for replacing or repairing any such loss or damage. The AUTHORITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful BIDDER or his agents.

70. **CHARACTER OF WORKMEN AND EQUIPMENT**

A. All equipment and workmen provided by the Contractor for the work specified herein, shall be the best available for the kind of work being performed. Any person employed by the Contractor whom the AUTHORITY may deem temporarily or permanently incompetent or unfit to perform work, shall under written instruction of the AUTHORITY be removed from the job, and such person shall not be employed on the work.

B. Failure by the Contractor to provide adequate equipment may result in annulment of this contract as herein provided.

71. **PURCHASING AGENT**

A. All questions and communications concerning this procurement process must be directed to *Mr. Angel Lopez*, Buyer, Purchasing Services. All requests for clarifications or additional information must be submitted in writing via electronic mail to [alopez@swa.org](mailto:alopez@swa.org), or by facsimile to 561-640-3400.

72. **AREA REPRESENTATIVE**

A. BIDDER must indicate in space provided on the Bid Proposal Form the name, address, telephone number, and e-mail address, if available, of the vendor's representative who will be available upon request to resolve delivery and billing problems.

**73. LAWS TO BE OBSERVED**

A. In the execution of this contract, the CONTRACTOR shall exercise care to see that all Federal, State, County and Municipal laws, ordinances or regulations are observed, both by himself and his/her direct or indirect employees. He shall take reasonable care at all times to insure that proper protection of personnel involved is provided.

**74. NO GUARANTEE OF AMOUNT OF WORK**

A. The BIDDER(s) should fully understand that the AUTHORITY does not, hereunder, contract to do any specific amount of work during the contract period.

**75. INDEMNIFICATION**

A. Contractor agrees to protect, defend, indemnify, and hold harmless the AUTHORITY, its employees and representatives, from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the AUTHORITY, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any acts or omissions of the Contractor, its employees, or agents, arising out of or connected with this Agreement. The Contractor shall not be required to indemnify the AUTHORITY or its agents, employees, or representatives, when an occurrence results solely from the wrongful acts or omissions of the AUTHORITY, or its agents, employees or representatives.

**76. INSURANCE REQUIRED**

A. The BIDDER shall not commence work on any AUTHORITY property until all insurance required as stated herein has been obtained and such insurance has been approved by the AUTHORITY.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The BIDDER shall furnish certificates of insurance to the AUTHORITY's Risk Management Section prior to the commencement of services. The certificates shall clearly indicate that the BIDDER has obtained insurance of the type, amount, and classification as required for strict compliance with insurance requirements as stated herein, and that no change or cancellation of the insurance shall be effective without sixty (60) days prior written notice to the AUTHORITY. Non-compliance with the foregoing requirements shall not relieve the vendor of their liability and obligations under this contract.

C. The BIDDER shall maintain comprehensive general liability insurance in the amount of \$1,000,000 per occurrence.

D. The BIDDER shall maintain pollution liability insurance in the amount of \$1,000,000.00

E. The BIDDER shall maintain comprehensive automobile liability insurance in the following amounts:

Bodily Injury and/or           \$ 500,000 each occurrence

Property Damage               \$ 500,000 aggregate

Or

Combined Single Limit       \$ 500,000 each occurrence/aggregate

F. These limits are to protect the BIDDER and the AUTHORITY from claims for damage, which may arise from general operations or from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the vendor or by anyone directly or indirectly employed by the vendor.

G. The BIDDER shall maintain Workers Compensation insurance as per statutory requirements and Employers Liability limits no less than \$500,000 per occurrence.

H. ALL insurance shall specifically include the AUTHORITY as an "Additional Insured".

## TECHNICAL SPECIFICATIONS

### Pest Control Services SWA Bid No. 19-24/AL

#### 1. GENERAL

- A. The purpose and intent of this Invitation to Bid (ITB) is to secure firm fixed prices and establish a contract for PEST CONTROL SERVICES as specified herein for the Solid Waste Authority (AUTHORITY).
- B. The Contractor shall provide competent personnel, vehicles, and equipment to provide the required Pest Control services. All work shall be done in a thorough and workmanlike manner to the satisfaction of the AUTHORITY.
- C. Bidder(s) should inspect each facility before providing monthly service charges. Contact information for each service location is listed herein to schedule an inspection.

#### 2. RESPONSE TIME:

- A. Routine Service: Shall be defined as Monday through Friday 7:00am through 5:00pm
- B. Call Back Service: All call back service calls will have a maximum response time of four (4) hours, 24 hours a day, 7 days a week, and will continue until problem is resolved to the satisfaction of the AUTHORITY. Any and all additional visits under this provision will be at no additional cost to the AUTHORITY.
- C. Special Requests and Emergency Service: The Contractor shall respond to these exceptional circumstances and complete the necessary work within one (1) business day after receipt of the request. The Contractor shall at all time maintain a 24-hour contract telephone response number. Maximum telephone response during business hours shall be one hour. After hours response shall be within one hour of the start of the next business day. Contractor shall also maintain an active email address for electronic communication at all times.

#### 3. SERVICE PROCEDURE

- A. Scheduling for provided services shall be coordinated through the Supervisor/Contact personnel listed for each individual service location.
- B. The Contractor's representative will notify the contact person or their designee upon their arrival.
- C. After completion of the service call the Contractor's representative must complete a service ticket before leaving the site. This service ticket must include the following information:
  - a. Purchase Order or Blanked Order Number
  - b. Date of Service
  - c. Name of person performing the service
  - d. Location where service was performed
  - e. Description of service performed
  - f. Cost of service in accordance with bid price(s)
  - g. Signed by an authorized AUTHORITY employee verifying the date of service and satisfactory completion of the service prior to submission of an invoice.
- D. **NO INVOICES WILL BE PAID UNLESS ACCOMPANIED BY A COMPLETED, PROPERLY SIGNED SERVICE TICKET.**

Bidder (Company) \_\_\_\_\_ Signature \_\_\_\_\_

#### **4. CONTRACTORS RESPONSIBILITY**

- A. The Contractor shall furnish at their expense all supervisors, equipment, machinery, tools, materials, labor, transportation and other facilities and services necessary to fully execute pest control services as specified herein.
- B. The Contractor shall be responsible for providing pesticide applicator personnel that have been trained and certified by a properly designated Florida State agency as competent to handle and apply the classes of pesticide products necessary to implement the specified pest control services.
- C. The Contractor shall be responsible for the safe use and application of pesticide products used.
- D. The Contractor shall at a minimum utilize protective clothing, equipment and devices that conform to all applicable Occupational Safety and Health Administration (OSHA) standards for the products being used.
- E. The Contractor shall be responsible to ensure frequent pickup of any and all refuse, rubbish, scrap materials, and debris as a result of their operations so that the work site presents a neat and orderly appearance at all times
- F. The Contractor **shall not** deposit any empty or partially empty chemical containers in refuse containers at any AUTHORITY site.

#### **5. DESCRIPTION OF WORK TO BE COMPLETED**

- A. Service location(s) shall include but not be limited to all buildings including surrounding grounds, all rooms, closets, lounges, toilets, kitchens, hallways, stairwell, basements, attics, plus any other building portion or part not specifically described herein
- B. The Contractor shall adequately suppress indoor populations of rats, mice, cockroaches, crickets, white footed ants, Caribbean ants, big headed ants, flies, spiders, earwigs and any other arthropod pest not specifically excluded from these specifications.
- C. Populations of these pests located outside of the specified buildings but within the property boundaries of the buildings are included.
- D. As required by Federal Law under OSHA, any toxic substance used resulting from this solicitation must be accompanied by a GHS Safety Data Sheet (SDS)
- E. SDS's are to be submitted with your bid package
- F. A list of brand names of rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, and any other control device or equipment shall also be included

#### **6. PESTICIDE PRODUCTS AND USE**

- A. The Contractor shall not apply any pesticide product that has not been included with their bid.
- B. The Contractor shall be responsible for application of pesticides according to the manufacturer's label and procedures.
- C. All pesticides used by the Contractor must be registered with the Environmental Protection Agency (EPA), State and/or local jurisdiction. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable federal, state, and local laws and regulations. The contractor shall minimize the use of liquid pesticide applications wherever possible.
- D. Containerized and other types of bait formulations rather than sprays shall be used for cockroach and ant control wherever appropriate. The AUTHORITY will consider bait formulations to be the standard for typical office space. Inside bait must be placed in an inconspicuous place. As a general rule, liquid, aerosol, or dust formulations shall be applied only as crack and crevice treatments with application devices specifically designed or modified for this purpose. Crack and crevice treatment is defined in this Solicitation as an application in which the stream of pesticide is never visible.

Bidder (Company) \_\_\_\_\_ Signature \_\_\_\_\_

- E. Application of pesticide liquid, aerosol, or dust to exposed surfaces, and pesticide space sprays (including fogs, mists, and ultra-low volume applications), shall be restricted to unique situations where no alternative measures are practical.
- F. The contractor shall obtain the approval of the Facility Supervisor prior to any application of pesticide liquid, aerosol, or dust to exposed surfaces, or any space spray treatment. The contractor shall take all necessary precautions to ensure employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application. Other than crack and crevice treatments, no liquid, aerosol, or dust applications shall be made while employees are present.

## **7. RODENT CONTROL**

- A. The Contractor shall inspect each AUTHORITY site for rodent entry points when a rodent problem has been reported. A written recommendation concerning said entry points shall be prepared and provided to the AUTHORITY on site contact.
- B. As a general rule, rodent control inside occupied buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices (bait stations) shall be checked and re-baited during the monthly pest control service for each facility containing bait stations. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.
- C. In exceptional circumstances, when rodenticide are deemed essential for adequate rodent control inside occupied buildings, the contractor shall obtain the approval of the Facility Manager prior to making any interior rodenticide treatment.
- D. All rodenticide, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife and domestic animals, or in EPA approved tamper-resistant bait boxes.
- E. If any other method of rodent control is used, and a rodent dies within the wall of a facility, the Contractor shall coordinate with the AUTHORITY onsite contact prior to removal of dead rodent, to determine if repairs will be necessary.
- F. Additional bait box servicing shall depend upon the level of rodent infestation. If additional bait boxes services are required, such additional services shall be at no additional cost to the AUTHORITY. All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms.
- G. The Contractor shall adhere to the following for rodent control bait Boxes:
  - i. All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.
  - ii. The lids of all bait boxes shall be securely locked or fastened shut.
  - iii. All bait boxes shall be securely attached or anchored to the floor, ground, wall or other surface, so that the box cannot be picked up or removed.
  - iv. Bait shall always be placed in the baffle-protected feeding changer of the box and never in the runway of the box.
  - v. All bait boxes shall be labeled with the Contractor's business name and address, and dated at the time of installation and each servicing.

## **8. RECORD KEEPING**

- A. The Contractor shall maintain a pesticide application record keeping system, which includes, at a minimum, the following
  - i. The specific pest for which the facility was treated.
  - ii. The specific location within the facility that was treated.
  - iii. The type and quantity of pesticide applied.
  - iv. The date and time of application.
  - v. Any difficulties encountered during treatment.
- B. A copy of the initial record developed at the start of this contract shall be furnished to the AUTHORITY on site contact. The date and details of all changes to the initial record shall be sent to the AUTHORITY on site contact.

Bidder (Company) \_\_\_\_\_ Signature \_\_\_\_\_

**9. SERVICE LOCATION(S) WORK DESCRIPTION**

- A. Facility Maintenance Building –
  - i. All outside surrounding ground areas shall be treated
- B. Administration Building -
  - i. All work to be completed between the hours of 6:30am and 7:30am
  - ii. All work outside surrounding grounds shall be treated
- C. Scale Houses -
  - i. Shall include the monthly spraying of the interior of building in accordance with services specified herein
- D. Vegetative Waste Facility Office Trailer and Out buildings -
  - i. Shall include the monthly spraying of office exterior and sheds
  - ii. Shall include the monthly spraying of interior and exterior of buildings and a 10 foot perimeter of granular.
- E. Six (6) Transfer Station Scale Houses –
  - i. Shall include the monthly Re-bait and cleaning of all rat bait stations
  - ii. Shall include the monthly service of providing bait for ants on the exterior of the tipping floor and scale house at the Belle Glade Transfer Station only.
- F. Equipment Maintenance Buildings –
  - i. Shall include the monthly spraying of interior and exterior of buildings
- G. Compost Facility –
  - i. Shall include the monthly Re-bait and cleaning of all rat bait stations
- H. Education Center –
  - i. Shall include the monthly spraying of the interior of the building with services specified herein.

**10. SERVICE LOCATION(S) ADDRESSES AND CONTACT INFORMATION**

**A. LOT 1 - Site 7 Locations and contacts are as follows: A map of Site 7 is supplied herein as Attachment-1.**

Address	Contact
Administration Building – 7501 N. Jog Road, WPB, FL 33412	Mr. Brad Vermeulen – 561-307-1316 or Mr. Joe McCreery 561-685-9103
Maintenance Building – 6255 N. Jog Road, WPB, FL 33412 – <b>8 Bait Stations Required</b>	Mr. Miguel Diaz – 561-687-2991
Plant Scale House – 6895 N. Jog Road, WPB, FL 33412	Mr. Bruce Curtis – 561-329-2689
Landfill Scale Houses – 6330 N. Jog Road, WPB, FL 33412	Mr. Bruce Curtis – 561-329-2689
Landfill Maintenance Building – 6890 N. Jog Road, WPB, FL 33412	Mr. Jeff Bernard - 561-385-7855
Landfill Operations Building – 6880 N. Jog Road, WPB, FL 33412	Mr. Jeff Bernard - 561-385-7855
Day Laborer Shed – Directly Landfill Operation Building	Mr. Jeff Bernard - 561-385-7855
Hazardous Waste Facility – 6161 N. Jog Road, WPB, FL 33412	Mitch Parker - 561-687-1100 Bob Madden – 561-687-1100
EP Field Office (Old Hazardous Waste Building) – 6153 N. Jog Road, WPB, FL 33412	Mitch Parker - 561-687-1100 Bob Madden – 561-687-1100
Utilities Maintenance Control Room – 6329 N. Jog Road, WPB, FL 33412	Mr. Brad Vermeulen – 561-307-1316 or Mr. Joe McCreery 561-685-9103
Facility Maintenance Office – 6527 N. Jog Road, WPB, FL 33412	Mr. Brad Vermeulen – 561-307-1316 or Mr. Joe McCreery 561-685-9103
Yard Waste Vegetation Facility Trailer Office – Behind and North of 6330 N. Jog Road (Landfill Scale House), WPB, FL 33412	Mr. Jeff Bernard - 561-385-7855
RMRF Facility Scale House – 5860 45 <sup>th</sup> Street, WPB, FL 33412	Mr. Bruce Curtis – 561-329-2689

Bidder(Company) \_\_\_\_\_ Signature \_\_\_\_\_

Site 7 Locations cont'd - Address	Contact
Education Center – 6751 N. Jog Road, WPB, FL 33412	Mr. Brad Vermeulen – 561-307-1316 or Mr. Joe McCreery 561-685-9103
Compost Warehouse – 5890 N. Jog Road, WPB, FL 33412 – <b>20 Bait Stations Required</b>	John McBride – 561-315-2004

**B. LOT 2 - County Wide Locations – locations not shown Attachment-1**

Address	Contact
North County Transfer Station (NCTS) – 14185 N. Military Trail, Jupiter FL 33458 – <b>10 Bait Stations Required</b>	Mr. Larry Brown – 561-386-9117
North County Transfer Station Scale House – 14185 N. Military Trail, Jupiter FL 33458	Mr. Bruce Curtis – 561-329-2689
West Central Transfer Station (WCTS) – 9743 Weisman Way, Royal Palm Beach Blvd, 33416 - <b>25 Bait Stations Required</b>	Mr. Terrence Samaroo – 561-248-3530
West Central Transfer Station Scale House - 9743 Weisman Way, Royal Palm Beach Blvd, 33416	Mr. Bruce Curtis – 561-329-2689
Belle Glade Regional Transfer Station (BGTS) – 1701 St. Road 15, Belle Glade, FL 33430 - <b>7 Bait Stations Required</b>	Mr. Gifford Gunning – 561-307-4261
Belle Glade Transfer Station Scale House - 1701 St. Road 15, Belle Glade, FL 33430	Mr. Bruce Curtis – 561-329-2689
Central County Transfer Station (CCTS) – 1810 Lantana Road, Lantana, FL 33462 - <b>14 Bait Stations Required plus 10 Bait Stations along High Ridge Road fence line</b>	Mr. Mike Russell – 561-315-7440
Central County Transfer Station Scale House - 1810 Lantana Road, Lantana, FL 33462	Mr. Bruce Curtis – 561-329-2689
Central County Commercial Recycling Facility - 1810 Lantana Road, Lantana, FL 33462 - <b>8 Bait Stations Required</b>	Mr. Mike Russell – 561-315-7440
Multi-Purpose Building - 1810 Lantana Road, Lantana, FL 33462 – <b>Spraying outside of building required</b>	Mr. Tom Quint – 561-640-4000 x 4411
South County Transfer Station (SCTS) – 1901 SW Fourth Ave. Delray Beach, FL 33446 - <b>15 Bait Stations Required</b>	Mr. Fred Garcia – 561-635-6068
South County Transfer Station Scale House - 1901 SW Fourth Ave. Delray Beach, FL 33446	Mr. Bruce Curtis – 561-329-2689
South West County Transfer Station (SWCTS) – 13400 South State Road 7, Delray Beach, FL 33446	Mr. Steve Puleo – 561-616-7181
South West County Transfer Station Scale House - 13400 South State Road 7, Delray Beach, FL 33446	Mr. Bruce Curtis – 561-329-2689
Maintenance Building at South West County Transfer Station - 13400 South State Road 7, Delray Beach, FL 33446	Mr. Miguel Diaz - 561-687-2991
South West County Transfer Station Hazardous Waste Facility - 13400 South State Road 7, Delray Beach, FL 33446	Jose Garcia – 561-616-7141 Mitch Parker - 561-687-1100

**C. LOT 3 - "TERMIDOR" Individual Service Locations**

Address	Contact
Administration Building – 7501 N. Jog Road, WPB, FL 33412	Mr. Brad Vermeulen – 561-307-1316 or Mr. Joe McCreery 561-685-9103
South West County Transfer Station Scale House - 13400 South State Road 7, Delray Beach, FL 33446	Mr. Bruce Curtis – 561-329-2689
North County Transfer Station Scale House – 14185 N. Military Trail, Jupiter FL 33458	Mr. Bruce Curtis – 561-329-2689
West Central Transfer Station Scale House - 9743 Weisman Way, Royal Palm Beach Blvd, 33416	Mr. Bruce Curtis – 561-329-2689

Bidder (Company) \_\_\_\_\_ Signature \_\_\_\_\_



<b>"TERMIDOR" Individual Service Locations – cont'd</b>	<b>Contact</b>
Belle Glade Transfer Station Scale House - 1701 St. Road 15, Belle Glade, FL 33430	Mr. Bruce Curtis – 561-329-2689
Central County Transfer Station Scale House - 1810 Lantana Road, Lantana, FL 33462	Mr. Bruce Curtis – 561-329-2689
South County Transfer Station Scale House - 1901 SW Fourth Ave. Delray Beach, FL 33446	Mr. Bruce Curtis – 561-329-2689
Landfill Scale Houses – 6330 N. Jog Road, WPB, FL 33412	Mr. Bruce Curtis – 561-329-2689
Plant Scale House – 6895 N. Jog Road, WPB, FL 33412	Mr. Bruce Curtis – 561-329-2689
RMRF Facility Scale House – 5860 45th Street, WPB, FL 33412	Mr. Bruce Curtis – 561-329-2689

**D. LOT 4 - Sump Stations: 12 Underground Sump Stations to be serviced on a Quarterly Basis with Telstar Granules**

<b>Address</b>	<b>Contact</b>
North County Compost Facility – 5890 North Jog Road, WPB, FL 33412	Mr. Brad Vermeulen – 561-307-1316 or Mr. Joe McCreery 561-685-9103

**11. PRICING**

A. Bidder(s) shall provide a monthly service fee for Lot's 1 and 2, and a bi-annual service fee for Lot's 3 and 4 listed on the bid page.

**12. SERVICE FOR ADDITIONAL SITES**

B. The AUTHORITY reserves the right to add additional facilities similar in design, style and size to any of those listed herein. Addition of these facilities will take place only upon written agreement between the AUTHORITY and the Awarded Bidder.

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Bidder (Company) \_\_\_\_\_ Signature \_\_\_\_\_

**BID PROPOSAL FORM**

**Pest Control Services**

Bid No. SWA 19-24/AL

THE UNDERSIGNED BIDDER, having familiarized himself with the specifications in the Invitation to Bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied himself of the expense and difficulties attended in the performance of a contract.

HEREBY PROPOSES AND AGREES, in this **BID NO. SWA 19-24/AL**, that the Bidder hereby accepts all terms and conditions as stated herein, and shall enter into a Contract to perform for the following price.

<b>LOT 1 – SITE SEVEN LOCATIONS</b>					
<b>Line</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Annual Quantity</b>	<b>Price Per Month</b>	<b>Annual Total</b>
1	Administration Building – as specified herein	MO	12	\$_____	\$_____
2	Maintenance Building – as specified herein	MO	12	\$_____	\$_____
3	Plant Scale House – as specified herein	MO	12	\$_____	\$_____
4	Landfill Scale Houses – as specified herein	MO	12	\$_____	\$_____
5	Landfill Maintenance Building – as specified herein	MO	12	\$_____	\$_____
6	Landfill Operations Building – as specified herein	MO	12	\$_____	\$_____
7	Day Laborer Shed – as specified herein	MO	12	\$_____	\$_____
8	Hazardous Waste Facility – as specified herein	MO	12	\$_____	\$_____
9	EP Field Office (Old Hazardous Waste Building) – as specified herein	MO	12	\$_____	\$_____
10	Utilities Maintenance Control Room – as specified herein	MO	12	\$_____	\$_____

Bidder (Company) \_\_\_\_\_ Signature \_\_\_\_\_  
 SWA 19-24/AL

**LOT 1 – SITE SEVEN LOCATIONS cont'd**

Line	Description	Unit	Estimated Annual Quantity	Price Per Month	Annual Total
11	Facility Maintenance Office – as specified herein	MO	12	\$_____	\$_____
12	Yard Waste Vegetation Facility Trailer Office – as specified herein	MO	12	\$_____	\$_____
13	RMRF Facility Scale House – as specified herein	MO	12	\$_____	\$_____
14	Education Center - as specified herein	MO	12	\$_____	\$_____
15	Compost Warehouse - as specified herein	MO	12	\$_____	\$_____
<b>LOT 1 TOTAL (LINE 1 THROUGH 15)</b>					\$_____

**LOT 2 – COUNTY WIDE LOCATIONS**

Line	Description	Unit	Estimated Annual Quantity	Price Per Month	Annual Total
1	North County Transfer Station – as specified herein	MO	12	\$_____	\$_____
2	North County Transfer Station Scale House – as specified herein	MO	12	\$_____	\$_____
3	West Central Transfer Station – as specified herein	MO	12	\$_____	\$_____
4	West Central Transfer Station Scale House – as specified herein	MO	12	\$_____	\$_____
5	Belle Glade Regional Transfer Station – as specified herein	MO	12	\$_____	\$_____
6	Belle Glade Regional Transfer Station Scale House – as specified herein	MO	12	\$_____	\$_____
7	Central County Transfer Station – as specified herein	MO	12	\$_____	\$_____
8	Central County Station Scale House – as specified herein	MO	12	\$_____	\$_____

Bidder (Company) \_\_\_\_\_ Signature \_\_\_\_\_

**LOT 2 – COUNTY WIDE LOCATIONS cont'd**

Line	Description	Unit	Estimated Annual Quantity	Price Per Month	Annual Total
9	Central County Commercial Recycling Facility – as specified herein	MO	12	\$_____	\$_____
10	Multi-Purpose Building – as specified herein	MO	12	\$_____	\$_____
11	South County Transfer Station – as specified herein	MO	12	\$_____	\$_____
12	South County Transfer Station Scale House – as specified herein	MO	12	\$_____	\$_____
13	South West County Transfer Station – as specified herein	MO	12	\$_____	\$_____
14	South West County Transfer Station Scale House – as specified herein	MO	12	\$_____	\$_____
15	Maintenance Building at South West County Transfer Station – as specified herein	MO	12	\$_____	\$_____
16	South West County Transfer Station Hazardous Waste Facility – as specified herein	MO	12	\$_____	\$_____
<b>LOT 2 TOTAL (LINE 1 THROUGH 16)</b>					\$_____

**LOT 3 – TERMIDOR INDIVIDUAL SERVICE LOCATIONS**

Line	Description	Unit	Estimated Annual Quantity	Price Per Unit	Annual Total
1	Administration Building – as specified herein	EA	2	\$_____	\$_____
2	South West County Transfer Station Scale House – as specified herein	EA	2	\$_____	\$_____
3	North County Transfer Station Scale House – as specified herein	EA	2	\$_____	\$_____
4	West Central Transfer Station Scale House – as specified herein	EA	2	\$_____	\$_____

Bidder (Company) \_\_\_\_\_ Signature \_\_\_\_\_

<b>LOT 3 – TERMIDOR INDIVIDUAL SERVICE LOCATIONS cont'd</b>					
Line	Description	Unit	Estimated Annual Quantity	Price Per Unit	Annual Total
5	Belle Glade Transfer Station Scale House – as specified herein	EA	2	\$ _____	\$ _____
6	Central County Transfer Station Scale House – as specified herein	EA	2	\$ _____	\$ _____
7	South County Transfer Station Scale House	EA	2	\$ _____	\$ _____
8	Landfill Scale Houses – as specified herein	EA	2	\$ _____	\$ _____
9	Plant Scale Houses – as specified herein	EA	2	\$ _____	\$ _____
10	RMRF Facility Scale House – as specified herein	EA	2	\$ _____	\$ _____
<b>LOT 3 TOTAL (LINE 1 THROUGH 10)</b>					\$ _____

<b>LOT 4 – Sump Stations</b>					
Line	Description	Unit	Estimated Annual Quantity	Price Per Unit	Annual Total
1	Underground Sump Stations – as specified herein	EA	2	\$ _____	\$ _____

<b>Total Cost - (LOT 1 THROUGH 4 inclusive)</b>	\$ _____
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<b>** Additional Information not included in award **</b>					
Line	Description	Unit	Quantity	Price Per Unit	
1	Rat Bait Station	EA	1	\$ _____	

Bidder (Company) \_\_\_\_\_ Signature \_\_\_\_\_  
 SWA 19-24/AL BFM-4

Is the Drug-Free Workplace Form attached? Yes\_\_\_ No\_\_\_

Is Qualification of Bidders information enclosed? Yes\_\_\_ No\_\_\_

Bidder understands that the Authority reserves the right to reject all Bids and to waive any informality in bidding. The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids, prior to award.

**Payment Terms: Net 30 days**

By (Signature):		Date:
Name (Printed):		Title:
Company Name:		
Address:		
Contact Information:	FAX:	Office:
	Cell/Mobile:	E-Mail:

**State or County License #** \_\_\_\_\_

**Area Representative Contact Information:**

Name(Printed):		Date:
Title:		Cell Number:
Office Phone Number:		Fax Number:
Local Address:		

Bidder (Company) \_\_\_\_\_ Signature \_\_\_\_\_

## **BIDDER'S QUALIFICATIONS STATEMENT**

**BIDDER** shall furnish the following information. All questions to be answered in full, without exception. If copies of other documents will provide the appropriate answer to the question, they must be attached and clearly labeled. Failure to comply with this requirement shall render the Bid as non-responsive and may cause its rejection. Additional sheets shall be attached as required.

1. BIDDER'S Name, Principal Address, Phone Number, Fax Number, Email Address and FEIN Number:

_____	
Bidders Name:	
_____	
Principal Address:	
_____	
Phone Number:	
_____	
Fax Number:	Email Address:
_____	_____
FEIN Number:	
_____	

2. Number of years as a Contractor in this type of work: \_\_\_\_\_

3. Names and titles of all officers, partners or individuals doing business under trade name:

_____	_____
_____	_____
_____	_____

4. The business is a:    Sole Proprietorship                   Partnership                   Corporation

5. What is the last project of this nature that you have completed?

\_\_\_\_\_

6. Have you ever failed to complete work awarded to you. If so, when, where and why?

\_\_\_\_\_

7. Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

\_\_\_\_\_

8. List the pertinent experience to include training of the key individuals of your organization who will be providing work under this contract.(continue on insert sheet and provide documentation, if necessary).

\_\_\_\_\_

\_\_\_\_\_

9. State the name and licensing or certifications of the individual who will have personal supervision of the WORK.

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10. Will you sublet any part of this WORK? If so, give details.

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11. What equipment will you purchase for the proposed WORK?

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12. What equipment will you rent for the proposed WORK?

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13. 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 for the last five (5) years? If yes, please explain below:

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14. List and describe all bankruptcy petitions (voluntary and involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each petition.

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15. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

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16. Is the Bidder currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify in details the circumstances and prospects for resolution.

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17. Bank References:

<b>Bank</b>	<b>Address</b>	<b>Telephone</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

18. Has the Bidder in the past four (4) years, been rendered a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Bidder discriminated against its subcontractors, vendors, suppliers or commercial customers? If yes, Bidder shall provide a list of all instances to include but not limited to; description of the status or resolution of the complaint, including any remedial action taken. (Attach additional sheets as necessary)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The BIDDER acknowledges and understands that the information contained in response to this Qualifications Statement shall be relied upon by AUTHORITY in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'S qualifications to perform under the contract shall cause the AUTHORITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER also acknowledges that all information listed above may be checked by the AUTHORITY and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the AUTHORITY and persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

By \_\_\_\_\_  
(Signature)

Date \_\_\_\_\_

## REFERENCES

### Pest Control Services SWA Bid No. 19-24/AL

This information will be used in the evaluation of this bid.

List a minimum of Three (3) references per **STC #58 QUALIFICATION OF BIDDERS**, to show experience in similar work, to include service provided, which demonstrates expertise in providing the services as stated herein. Provide scope of work, contact name, addresses, telephone numbers and dates of service. Please Print or Type. Use additional sheets if necessary.

Reference #1

Name of Firm:	Address:
Job Classification(s) provided:	
Cost of Service: \$	Date of Service:
<b>Contact Person:</b>	Office Phone:
<b>Title:</b>	FAX:
<b>E-mail:</b>	Cell phone:

Reference #2

Name of Firm:	Address:
Job Classification(s) provided:	
Cost of Service: \$	Date of Service:
<b>Contact Person:</b>	Office Phone:
<b>Title:</b>	FAX:
<b>E-mail:</b>	Cell phone:

Reference #3

Name of Firm:	Address:
Job Classification(s) provided:	
Cost of Service: \$	Date of Service:
<b>Contact Person:</b>	Office Phone:
<b>Title:</b>	FAX:
<b>E-mail:</b>	Cell phone:

Reference #4

Name of Firm:	Address:
Job Classification(s) provided:	
Cost of Service: \$	Date of Service:
<b>Contact Person:</b>	Office Phone:
<b>Title:</b>	FAX:
<b>E-mail:</b>	Cell phone:

Reference #5

Name of Firm:	Address:
Job Classification(s) provided:	
Cost of Service: \$	Date of Service:
<b>Contact Person:</b>	Office Phone:
<b>Title:</b>	FAX:
<b>E-mail:</b>	Cell phone:

**DRUG-FREE WORK PLACE FORM**

**PEST CONTROL SERVICES  
SWA Bid No. 19-24/AL**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:  
(Name of Business)

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United State 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.

\_\_\_\_\_  
BIDDER'S SIGNATURE

\_\_\_\_\_  
DATE

**CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER**

**PEST CONTROL SERVICES  
SWA Bid No. 19-24/AL**

It is hereby made a part of this Invitation to Bid that before, during and after a public emergency, disaster, hurricane, flood, or acts of God that the Solid Waste Authority of Palm Beach County (AUTHORITY) shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which may threaten public health and safety, as determined by the AUTHORITY. Vendor/contractor agrees to rent/sell/lease all goods and services to the AUTHORITY or any other government entity as opposed to a private citizen, on a first priority basis. The AUTHORITY expects to pay a fair and reasonable price not to exceed those quoted in this bid for all products in the event of a disaster, emergency or hurricane. Vendor/contractor shall furnish a 24-hour phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

**X**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

**EMERGENCY/24 HOUR PHONE NUMBER(S):** \_\_\_\_\_

Office Phone Number: \_\_\_\_\_ Home Phone Number: \_\_\_\_\_

Beeper/Cellular Number: \_\_\_\_\_ **FAX Number:** \_\_\_\_\_

Nearest Branch Office Phone Number: \_\_\_\_\_

and Location: \_\_\_\_\_

Other out of Area Branch Office Locations and Phone Numbers:  
\_\_\_\_\_  
\_\_\_\_\_

# **SAVINGS**

**(For internal information purposes only. Not a factor in award of this contract)**

Bidder is required to furnish the percent (%) savings in prices offered in this bid compared to prices that would be paid by the purchaser without benefit of a contract resulting from this bid.

BID PRICES OFFERED AVERAGE \_\_\_\_\_ % LOWER THAN:

☞ *(CIRCLE ONE OF THE FOLLOWING NUMBERS)*

1. Price that would be obtained without benefit of a contract resulting from this bid.
2. Manufacturer's current wholesale price list.
3. Other (specify) \_\_\_\_\_

## **SMALL BUSINESS ENTERPRISE**

**(For internal information purposes only. Not a factor in award of this contract except in the event of a tie bid as prescribed in the Authority's Purchasing Manual, Section 7.1, Tie Bid Preference)**

If you are a Small Business Enterprise please complete the following. This information will assist us in identifying your small business enterprise in our database.

Are you currently certified as a Small Business Enterprise (SBE) vendor with a government entity? Yes    No

**\*\* THE FOLLOWING INFORMATION IS FOR TRACKING PURPOSES ONLY**

Are you currently certified as a minority or woman (M/WBE) vendor with a government entity? Yes    No

With what agency(s)? *(Attach copy of certification certificate(s) with your response with this bid/quotation.)*

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_







**ADDENDA ACKNOWLEDGMENT FORM**

**TITLE: PEST CONTROL SERVICES  
SWA Bid No. 19-24/AL**

**LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN  
CONNECTION WITH THIS SOLICITATION.**

ADDENDUM NO.	DATE

**NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION.**

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR  
BID NON-RESPONSIVE.**

**Name of Bidder:** \_\_\_\_\_  
(Company Name)

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

**Printed Name and Title:** \_\_\_\_\_

**“NO BID” RESPONSE SUBMITTAL FORM**

**PEST CONTROL SERVICES  
SWA Bid No. 19-24/AL**

If your company is not submitting a response to this Invitation to Bid, please complete and mail to the address below. **This form must be received on or before the due date of this bid document.**

Solid Waste Authority of Palm Beach County  
Purchasing Services  
**Attn: Marina Kane**  
7501 North Jog Road  
West Palm Beach, FL 33412

Information provided will assist Purchasing Services in the preparation of future Bids.

Please check reason for a “no bid.”

- Insufficient time to respond
- We do not offer this product/service or an equivalent
- Our product schedule does not permit us to perform
- Unable to meet specifications
- Unable to meet bond requirements
- Unable to hold prices firm throughout the term of the initial contract period
- Unable to meet insurance requirements
- Other:

Specifications unclear (explain below) \_\_\_\_\_

By ( <b>Signature</b> ):		Date:
Name ( <b>Printed</b> ):		Title:
Company Name:		
Address:		
Contact Information:	FAX:	Office:
	Cell/Mobile:	E-Mail:

If you are submitting this form, also include the **Invitation to Bid** Bidder Acknowledgement page.  
*Please do not return the entire bid package.*

**PEST CONTROL SERVICES  
SWA Bid No. 19-24/AL**

**BEFORE SEALING YOUR BID MAKE SURE THE FOLLOWING ARE INCLUDED**

- 1. Provide original signature, in ink, of an authorized, representative, who has the legal ability to bind the Bidder in contractual obligations. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the bid document must be initialed in ink.
- 2. Submit One (1) Original and two (2) copies of your bid submittal to the Solid Waste Authority Purchasing Services Department prior to the Bid deadline. Bids submitted after the bid deadline shall be rejected as non-responsive.
- 3. Bid Form/Bidder Acknowledgement: Carefully read *all* Bid Documents, and properly complete the Bid Form and execute the Invitation to Bid Bidder Acknowledgement Form. *(Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)*
- 4. BQS 1-3, Bidder Qualification Form
- 5. REF 1-2, References: -Submit three references with the Bid.
- 6. EQUIP-1 – List of Equipment and Facility available to do the work
- 7. State of Florida Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control License
- 8. Palm Beach County Occupational License
- 9. “Certified Operators” valid pest control operators certificate issued by State of Florida Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control, clearly showing certification in general household pest control and rodent control.
- 10. Globally Harmonized System (GHS) compliant Safety Data Sheets (SDS) for all pest control products to be used to provide service to the AUTHORITY
- 11. DFW-1, Drug Free Work Place Form: Sign the Drug Free Work Place Form.
- 7. EMG-1, Conditions for Emergency / Hurricane or Disaster
- 8. SAV-1, Cost Savings / Small Business Enterprise
- 9. ACK-1, Addenda Acknowledgement
- 11. SCC-1, Scrutinized List Certification
- 12. Licenses: Attach certificate of competency, state registration and or any other applicable licenses for the purpose of performing the specified work. Attach to the back of your submittal.
- 13. IF “NO BID” is offered, please complete the “No Bid” Response Submittal Form (No Bid-1) and the Invitation to bid Bidder Acknowledgement page and return these items to the Purchasing Department. Please do not return the entire package.