# CONTRACTUAL SERVICES AGREEMENT NO. 12114 WITH RENTOKIL NORTH AMERICA, INC. DBA FLORIDA PEST CONTROL FOR ANNUAL BUILDING, LAWN AND GROUNDS PEST CONTROL SERVICES

This Agreement is entered into on \_\_\_\_\_\_, 2021, between Alachua County, Florida, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Rentokil North America, Inc. DBA Florida Pest Control, a Foreign Corporation with a principle business address located at 1125 Berkshire Blvd., Suite 150, Wyomissing, PA, 19610, hereinafter referred to as "Contractor" (collectively hereinafter County and Contractor referred to as "Parties").

#### WITNESSETH

WHEREAS, the County issued Bid No. 22-25 seeking Contractors to furnish Annual Building, Lawn and Grounds Pest Control Services, in Alachua County, Florida; and

**WHEREAS**, after evaluating and considering all timely responses to Bid No. 22-25, the County identified the Contractor as the top ranked firm; and

WHEREAS, the County desires to contract with the Contractor to provide the Services described in Bid No. 22-25 and the Contractor desires to provide such Services to the County in accordance with the terms and conditions set forth herein; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

#### 1. Term.

- 1.1. This Agreement is effective for one (1) year beginning October 1, 2021, and continuing through September 30, 2022, unless earlier terminated as provided herein. The County has the option of renewing this Agreement for two (2) additional two (2) year periods at the same terms and conditions outlined herein.
- 1.2. The County's performance and obligation to pay under this Agreement is contingent upon

a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Supplemental Agreement.

- 2. <u>Duties of the Contractor</u>. The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided in **Exhibit 1.**
- 3. <u>**Representations and Warranties.**</u> By executing this Agreement, the Contractor makes the following express representations and warranties:
  - 3.1. The Contractor is a professional qualified to perform the Services described.
  - 3.2. The Contractor warrants all the Work performed by the Contractor will be adequate and sufficient to meet the requirements and accomplish the purposes of this Agreement.
  - 3.3. The Contractor acknowledges that the County's observation, inspection or review of the Work performed in no way diminishes the Contractor's warranty pertaining to the Work performed.
- 4. <u>Method of Payment</u>. For all Services actually, timely and faithfully performed, the Contractor will be paid as follows:
  - 4.1. The Contractor shall be paid a sum not to exceed Twenty-Two Thousand, Nine Hundred Twenty-Four Dollars and Zero Cents (\$22,924.00), period commencing on the Effective Date and continuing through September 30, 2022. Payment shall be paid based on the fee schedule attached hereto as Exhibit 2.
  - 4.2. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for Services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such Services were rendered pursuant to a fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the Services indicated in the invoice have reached the level stated, have been properly

and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all Services provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Department Director Alachua County Facilities Management Department 915 SE 5<sup>th</sup> Street Gainesville, Florida, 32601 <u>FacFiscal@alachuacounty.us</u>

4.3. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and shall be remitted to:

> Rentokil North America, Inc. DBA Florida Pest Control 116 NW 16<sup>th</sup> Avenue Gainesville, Florida, 32601 <u>b.bosko@flapest.com</u>

4.4. Except as otherwise authorized in Section 4.1, the County shall not pay or reimburse the Contractor for any expenses incurred by the Contractor to perform the Work.

# 5. Alachua County Government Minimum Wage.

5.1. The Work performed through this Agreement is considered covered services under Chapter 22, Article XII, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. "Covered Employees," as defined in Sec. 22.12-101(3) of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.

- 5.2. The Contractor shall provide certification, the form of which is attached hereto as Exhibit 4, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of this Agreement.
- 5.3. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.
- 5.4. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.
- 5.5. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor.
- 6. <u>Notice</u>. Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless deliver is by personal deliver in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County's representatives are:

County:

Department Director Alachua County Facilities Management Department 915 SE 5<sup>th</sup> Street Gainesville, Florida, 32601 <u>FacFiscal@alachuacounty.us</u>

#### Contractor:

Rentokil North America, Inc. DBA Florida Pest Control

116 NW 16<sup>th</sup> Avenue Gainesville, Florida, 32601 <u>b.bosko@flapest.com</u>

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq. Clerk of the Court 12 SE 1<sup>st</sup> Street Gainesville, FL 32601 ATTN: Finance and Accounting dmw@alachuaclerk.org

And

Procurement Division 12 SE 1<sup>st</sup> Street Gainesville, Florida 32601 Attn: Contracts Procurement@alachuacounty.us

## 7. Default and Termination.

- 7.1. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating this Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The Facilities Management Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Contractor.
- 7.2. The County may also terminate this Agreement without cause by providing written notice to the Contractor (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Contractor will immediately discontinue all Work affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether

completed or in process. In the event of such Termination for Convenience, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

7.3. If funds to finance this Agreement become unavailable, the County may terminate this Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all Work completed prior to delivery of notice of termination. In the event of such Termination, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

#### 8. PROJECT RECORDS

#### 8.1. General Provisions:

- 8.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 8.1.2. In accordance with §119.0701, Florida Statutes, the Contractor, when acting on behalf of the County, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested

records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

8.1.3. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County.

#### 8.2. Confidential Information

- 8.2.1. During the term of this Agreement, the Contractor may claim that some or all of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidential Information" or "CI."
- 8.2.2. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law by seeking a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this

Agreement, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

- 8.3. Project Completion: Upon completion of the Work, or in the event this Agreement is terminated, the Contractor, when acting on behalf of the County as provided under \$119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion or termination of the Agreements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.
- 8.4. **Compliance:** The Contractor may be subject to penalties under §119.10, Florida Statutes, if the Contractor fails to provide the public records to the County within a reasonable time.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL: <u>publicrecordsrequest@alachuacounty.us</u>; PHONE: (352) 384-3132; ADDRESS: 12 SE 1ST STREET, GAINESVILLE, FL 32601

- Insurance. The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Exhibit 3. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as Exhibit 3-A.
- Permits. The Contractor will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.
- 11. Laws & Regulations. The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the Work required by this Agreement. The

Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the Work outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

#### 12. Indemnification.

- 12.1. To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. Contractor agrees that indemnification of the County shall extend to any and all Work performed by the Contractor, its subcontractors, employees, agents, servants or assigns.
- 12.2. The Contractor obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
- 12.3. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.
- 12.4. In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.
- 12.5. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.
- 13. Assignment of Interest. The Contractor and County recognize that in actual economic

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practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Contractor hereby assigns to the County any and all claims for such overcharges as to goods, material or Services purchased in connection with this Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

- 14. <u>Successors and Assigns</u>. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
- 15. <u>Independent Contractor</u>. In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of this Agreement.
- 16. <u>Collusion</u>. By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.
- 17. <u>Conflict of Interest</u>. The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
- 18. <u>Third Party Beneficiaries</u>. This Agreement does not create any relationship with, or any rights in favor of, any third party.
- 19. <u>Severability and Ambiguity</u>. It is understood and agreed by the Parties to this Agreement that if any of the provisions of this Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire

Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue or authorship of any or all of this Agreement's provisions. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professions, including legal professionals, in the review and execution of this Agreement.

- 20. <u>Non Waiver</u>. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
- 21. <u>Governing Law and Venue</u>. This Agreement is governed in accordance with the laws of the State of Florida. Sole and exclusive venue shall be in Alachua County, Florida.
- 22. <u>Attachments</u>. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
- 23. <u>Amendments</u>. The Parties may amend this Agreement only by mutual written agreement of the Parties.
- 24. <u>Captions and Section Headings</u>. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
- 25. <u>Construction</u>. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.
- 26. <u>Counterparts</u>. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order

to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

- 27. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.
- 28. <u>Electronic Signatures</u>. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

#### 29. U.S. Department of Homeland Security E-Verify System.

- 29.1. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Agreement. The E-Verify system is located at <a href="https://www.uscis.gov/E-Verify">https://www.uscis.gov/E-Verify</a>.
- 29.2. The Contractor shall expressly require any subcontractors performing Work or providing Services pursuant to the County's Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <u>https://www.uscis.gov/E-Verify</u>.

#### **REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

#### ALACHUA COUNTY, FLORIDA

By:

Ken Cornell, Chair

Date:

ATTEST

J.K. "Jess" Irby, Esq., Clerk Seal

#### **APPROVED AS TO FORM**

ー DocuSigned by:

Diana	Johnson
	46776481

Alachua County Attorney's Office

#### CONTRACTOR

DocuSigned	by

y: Bill Bosko

Print: \_\_\_\_\_Bill Bosko

Title: District Manager

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

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

#### Exhibit 1: Scope of Services/Work

# **SCOPE OF SERVICES**

# 1. PURPOSE

It is the intent of County to enter into an agreement for qualified, pesticide and exterminator (operator) businesses who are duly registered and licensed in the State of Florida to render quality pest control services to the County in order to provide a pest free environment for employees, clients and visitors to the offices, buildings and/or grounds of the various County locations stated in the Pest Control Building List.

### 2. <u>GENERAL SCOPE OF SERVICES</u>

- 2.1. Contractor shall provide all materials, chemicals, transportation, labor, equipment required to provide services to the County. Contractor shall provide inspections, exterminations and treatments of Buildings, Lawns and Grounds to prevent pest and disease infestation.
- 2.2. Contractor shall have at least two (2) years of experience with pest control and/or extermination services.
- 2.3. The Contractor is to use the proper equipment, chemicals and materials to render the services to ensure safety for all human life, livestock and the environment. It is to be clearly understood that the equipment, insecticides and pesticides used by the Contractor for this Agreement are to be within safe and legal guidelines use by federal, state and local regulatory agencies. Before an application is made, the Contractor shall notify the Facilities Management Department Director or designee of any precautionary actions, if any, that may need to be taken.
- 2.4. All field tickets must be signed by Facilities Management Grounds Supervisor or Designee and copies must be sent along with monthly invoices for payment.
  - 2.4.1. Field tickets must include square footage for each building, lawn, or grounds services/treated.
- 2.5. All Contractor equipment, including materials and chemicals, must be in the possession and control of the contractor at all times.
- 2.6. The Contractor's must maintain and provide the treatment log and application record to the County upon request. The treatment log and application record must be maintained for all buildings listed in **Exhibit 2**.
  - 2.6.1. The amount paid to the contractor may change as exact "serviceable/treatable" square footage (SF) per lawn/grounds/building covered in this Agreement is to be audited and verified by all parties.

2.7. Service calls other than the scheduled service must be coordinated by the Facilities Management Department Director or designee.

# 3. <u>COMMUNICATION</u>

Contractor must be able to be contacted by phone or email at all times.

#### 4. SAFETY DATA SHEETS (SDS)

- 4.1. SDSs must be provided to the County on all chemicals used and updated whenever there is a change in the chemicals used. These SDSs will be maintained in Facilities Management Department and a copy will be stored in a janitorial closet at location.
- 4.2. Contractor shall document the location an application date for each area treated. This information shall be submitted to the County upon completion of each treatment cycle.
- 4.3. The Contractor shall be responsible for removing and disposing of all excess and/or unneeded chemicals, materials or equipment after the application is completed.

# 5. NOTIFICATION SIGNAGE

The Contractor will post on the lawn treatment notification Signage on the lawns and grounds upon completion of the services. Depending on the facility and location of the treatments, signage may have to be posted in advance of a treatment, indicating that the area will be serviced and the chemicals that will be used. All these signage stipulations will apply unless due to emergency conditions immediate service is required by the County and work has been approved by the County Facilities Director for immediate service. All signage shall be provided by the Contractor.

# 6. <u>RESPONSE TIMES</u>

- 6.1. Contractor must be able to respond within 4 hours of call from the County for normal service call-outs.
- 6.2. The County may require the contractor to service a site immediately for infestations. In this case the contractor must respond within 2 hours to such service request deemed an emergency by the County.
- 6.3. Contractor must be able to be reached on a 24-hour basis by phone or email.
- 6.4. Any re-treatment work required between scheduled service visits must be handled within eight (8) business hours after notification and will be at no additional cost to the County.

# 7. <u>BACKGROUND CHECKS & SECURITY CLEARANCES</u>

7.1. Contractors will be required to successfully pass a background check prior to entering any County building. The Contractor will be responsible for the costs of background

checks.

- 7.2. Contractor will have background checks completed, acceptable to the County, on all employees of the Contractor and any subcontractors, whether full or part time at least 72 hours prior to such employee(s) commencing work. The Contractor will ensure that no employee of the contractor or any sub-contractor who has not had a background check run will enter Buildings identified in this agreement as requiring such checks.
- 7.3. The County or the Administrating Official for Agencies occupying buildings for which the County provides maintenance, janitorial, construction or other services may refuse to allow any contractor or sub-contractor's employee's access to the buildings or offices occupied if deemed by the Agency Administrator to be in the best interest of the orderly functioning of the Agency.
- 7.4. Contractor vehicles and/or trailers must be clearly marked, at a minimum, with the company's name and contact information.

# 8. HOLIDAYS

- 8.1. The following days shall be holidays recognized by Alachua County:
  - 8.1.1. New Year's Day
  - 8.1.2. Martin Luther King's Birthday
  - 8.1.3. Memorial Day
  - 8.1.4. Juneteenth
  - 8.1.5. Independence Day
  - 8.1.6. Labor Day
  - 8.1.7. Veteran's Day
  - 8.1.8. Thanksgiving Day
  - 8.1.9. Friday after Thanksgiving
  - 8.1.10. Christmas Holiday
  - 8.1.11. Christmas Day
- 8.2. If any recognized holiday shall fall on a Saturday, the preceding Friday shall be observed as a holiday and if any recognized holiday shall fall on a Sunday, the following Monday shall be observed as a holiday.

# 9. <u>PESTICIDE LICENSES</u>

Contractor must maintain valid licenses throughout the duration of this Agreement, the contractor must be responsible to satisfying those requirements.

# 10. ADDITIONAL LOCATIONS

The County reserves the right to add or delete locations. If adding sites, the County reserves the option to accept a price mutually agreed upon (as per hourly rate of this Agreement), or obtain said item via the County's regular procurement procedures.

#### 11. INSPECTION BADGES

Contractor's employees must wear pictured identification badges or company shirts at all times while on County properties.

#### 12. <u>REPORTS</u>

The Contractor shall provide a written report to Facilities of any illegal trash dumping, broken water and irrigation lines, any fallen trees, insects that are dangerous to people including ants, bees, roaches, rodents, termites, etc.

### 13. ENVIRONMENTAL LAWS/ORDINANCES

- 13.1. Contractor shall not apply any pesticide product that has not been approved for the use by federal, state and local regulatory agencies. All pesticides used shall be non-flammable, secured when unattended and registered by the US Environmental Protection Agency and the State of Florida. Contractor shall not use any chemicals when open flames are present.
- 13.2. Contractor must comply with all local, state and Federal environmental laws and ordinances.

### 14. <u>SAFETY PLANS</u>

Contractor must provide County Facilities with the Contractor's safety plans, concept and or laws. Contractor will ensure that weapons are not brought into County buildings or on any County property. Contractor must show proof that all employees receive safety training on use of chemicals and equipment.

#### 15. INCIDENT/ACCIDENT

Contractor must report any incident/accident that occurs on County properties to County Facilities Management and Risk Management.

#### 16. DISEASE CONTROL

Contractor must notify Facilities Management of any site requiring disease control treatment and the level of the problem, **before** servicing for the problem. No charges will be applied for additional treatment to reported areas of infestation.

#### 17. DAMAGES

Any damages to County properties and or Buildings/Grounds shall be repaired by the Contractor at no cost to the County.

#### 18. <u>COMPLAINT PROCEDURE AND PROPERTY DAMAGE</u>

Complaints resulting from this work and received by the County shall be recorded by the

County then forwarded to the Contractor for resolution. Within twenty-four (24) hours of receiving notice of the compliant, the Contractor shall contact the Facilities Management Department. The Contractor shall make every effort to settle the claim in an expeditious manner.

#### **19. GENERAL SCHEDULE OF SERVICES**

- 19.1. Normal work shall be done during regular business hours between 8:00AM to 5:00PM. The Facilities Management Grounds Supervisor or Designee will sign off on all scheduled work verifying that the work is performed according to the terms and conditions of this agreement. Invoices for work that cannot be verified will be placed on hold pending verification.
- 19.2. The contractor must schedule services in advance to not disrupt the normal operations of building occupants.
- 19.3. Treatment schedules will be submitted and approved by the County. The schedule for application is dependent on the weather conditions and on the growing season. The County reserves the right to alter or eliminate any of the scheduled treatment because of weather, growing conditions or separate construction or maintenance.
- 19.4. Should the scheduled services not be totally effective, or interrupt occupants' activities, the Contractor shall be required to provide necessary services at alternate times agreeable to The County, at no additional cost.

#### **20. PEST CONTROL SERVICES FOR BUILDINGS**

- 20.1. The pest control services shall be performed in all listed buildings, occupied or unoccupied, including, but not limited to, basements, crawl spaces, offices, storage areas/rooms, closets, baseboards, plumbing and heating pipes, shelves, elevators, walls/enclosures, kitchen, dining room, cafeteria, food preparation and storage areas, refuse containers and surrounding storage areas, lavatory and shower areas, hallways, lounge areas and exterior perimeter of the facility.
- 20.2. Building and structural pest control services shall be a defense against indoor pest and over-population/infestation of indoor pest.
- 20.3. Contractor shall provide an environment in all buildings, free from, but not limited to (while specifically excluding termites and bed bugs), the following pests:
  - 20.3.1. Spiders,
  - 20.3.2. Cockroaches,
  - 20.3.3. Scorpions,
  - 20.3.4. Beetles
  - 20.3.5. Crickets and other Hoppers
  - 20.3.6. Ants (all species) 20.3.7. Earwigs

  - 20.3.8. Sow Bugs and other Crawling Insects

- 20.3.9. Fleas and other Biting Insects
- 20.3.10. Wasp/Hornets and other stinging insects
- 20.3.11. Moths and other Flying Pests
- 20.3.12. Weevils and other Food Pests
- 20.3.13. Snakes
- 20.3.14. Mice/Rats and all other Rodents
- 20.4. The contractor shall provide treatment to buildings once a month. The service schedule for treatment shall be developed and agreed upon by Facilities Management Director or their designee and the Contractor.
- 20.5. All Contractor equipment, including materials and chemicals, must be in the possession and control of the Contractor at all times.
- 20.6. Contractor must provide a listing of any and all areas that remain inaccessible for pest control service such as lockers, rooms, closets, etc.
- 20.7. Exterior rodent bait stations are only required on an as needed basis. The number of locations shall be the contractor's discretion, with County's approval. At no time shall any bait or trap be used in which a rodent is allowed to escape in the facility and die.

#### 21. PEST CONTROL FOR LAWNS AND GROUNDS

- 21.1. The Contractor shall be held responsible for identifying and using the proper chemical for treatment of all grass types.
- 21.2. All lawn, grounds, trees and shrubbery shall be a defense against outdoor pest and over-population/infestation. Contractor shall use integrated pest management practices as practical and shall minimize the use of pesticides. Contractor shall provide an environment for all lawns and grounds free from over-population/infestation, but not limited to, the following pests and disease control services:
  - 21.2.1. Aphids
  - 21.2.2. Whiteflies
  - 21.2.3. Mealy-Bugs
  - 21.2.4. Scales
  - 21.2.5. Chinch Bugs
  - 21.2.6. Fire Ants
  - 21.2.7. Mites
  - 21.2.8. Other Insect Species
- 20.3. Any pesticide applied, spilled, or deposited on any impervious surface shall be immediately and completely removed to the greatest extent practical. In no case shall pesticides be washed, swept, or blown off impervious surfaces into storm water drains, ditches, conveyances or water bodies, or applied directly to these valuable resources.

- 20.4. All hardscapes which include sidewalks, walkways and parking lots shall not be treated.
- 20.5. All areas with Bahia grass shall not be treated.
- 20.6. Exterior rodent bait stations are only required on an as needed basis. The number of locations shall be the contractor's discretion, with County's approval. At no time shall any bait or trap be used in which a rodent is allowed to escape in the facility and die.

#### 21. INSECT AND VEGETATION CONTROL

- 21.1. Contractor must notify Facilities Management of any site requiring insect control treatment and the level of the problem, **before** servicing for the problem.
- 21.2. In all cases where the kill is not totally effective, follow-up treatments will be made as required to achieve a total kill. No charges will be applied for additional treatment to reported areas of infestation.
- 21.3. The Contractor shall be responsible for any bodily injury, property damage, or any other loss that arises from this work. The Contractor will bare all expenses.
- 21.4. The Contractor shall be held responsible for identifying and using the proper chemical for treatment of all grass types.

Month	Inspect and Report Findings	Inspect and Treatment for Insects and Disease	Spray Trees & Shrubs
JAN	Х		
FEB			
MAR		Х	Х
APR		Х	
MAY		Х	Х
JUN		Х	
JUL		Х	
AUG		Х	
SEPT	Х		Х

#### 22. INSPECTION AND SERVICE SCHEDULE

OCT		
NOV	Х	Х
DEC		

**NOTE**: If treatment is required for the months of January, February, September, October, November and December, the Contractor **will submit in writing** to the County's Ground Supervisor a request to be approved for service. The request for approval to service the site must include: location, description of problem(s), description of work to fix problem(s), estimate cost (labor, materials, chemicals, etc.), the spraying of shrubs and trees will be on as **needed basis only**.

#### Exhibit 2: Bid Form/ Fee Schedule

#### EXHIBIT A

#### **BID FORM**

BID:

22-25 Annual Building, Lawn and Grounds Pest Control Services

E-BID OPENING DATE: 2:00 pm, Wednesday, June 23, 2021

#### TO: The County Commissioners, County of Alachua:

The undersigned, as Contractor, hereby declares that he has carefully read and examined the specifications and with full knowledge of all conditions, under which the equipment and services herein contemplated must be furnished, hereby proposes and agrees to furnish the equipment and services according to the requirements as set out in the specifications for said equipment and service:

Facilities Management	Address	Square Feet	Monthly Cost General Pest Control	Monthly Cost Lawn Service	Annual Cost
Admin Building	12 SE 1 St.	71,500	\$ 40 00		\$ 480.00
Admin Building - Grounds	12 SE 1 St.	2,110		\$ 40.00	\$ 480.00
Animal Control	3400 NE 53rd Ave	6,500	\$ 2400		\$ 288.00
Animal Control - Grounds	3400 NE 53rd Ave	5,400	deres and a second se	\$ 40.00	\$ 480.00
Annex Building	120 S Main St	12,300	\$ 38.00	1	\$ 45600
Civil Courthouse	201 E University Ave	101,000	\$ 46.00		\$ 552.∞
Collection Center - Archer	19401 SW Archer Rd	144	\$ 9,00		\$ 108.00
Collection Center - Fairbanks	9920 NE Waldo Rd	144	\$ 9,00		\$ 108.00
Collection Center – High Springs	16929 NW Hwy 441	144	\$ 9.00		\$ 10800
Collection Center - LaCrosse	10714 SR 121	144	\$ 9.00		\$108.00
Collection Center - Phifer	11700 SE Hawthorne Rd	144	\$ 9.00		\$108.00
Community Support Services	218 SE 24 St.	71,158	\$ 38.00		\$456.00
Criminal Courthouse	220 S Main St.	118,000	\$ 46.00		\$ 552.00

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Facilities Management	Address	Square Feet	Monthly Cost General Pest Control	Monthly Cost Lawn Service	Annual Cost
Criminal Courthouse - Grounds	220 S Main St.	27,876		\$ 93.00	\$ 1116.00
Empire Building	249 W University Ave	7,851	\$ 15.00	S	\$ 18000
EPD Field Office	590 SE 9th P1	1,200	\$ 11.00		\$ 132.00
Facilities/Surplus Warehouse /Voting Machine Maintenance	602 SE 9 <sup>th</sup> Pl	8,800	\$ 17.00		s 204.°°
Facilities Shop	915 SE 5 St.	7,324	\$ 15.00		\$ 180.00
Facilities Shop – Little House	935 SE 5 St.	1,320	\$ 10.00		\$ 120.00
Farmers Market	Hwy 441 N	800	\$ 15.00		\$ 180.00
Guardian Ad Litem	14 S Main St.	4,380	\$ 17.00		\$204.00
Leveda Brown – Administration	5115 NE 63 <sup>rd</sup> Ave	3,100	\$ 13.00		\$ 156.00
Leveda Brown – Fleet	5115 NE 63 <sup>rd</sup> Ave	1,000	\$ 11.00	- 440 	\$ 132.00
Leveda Brown – Hazard Waste	5115 NE 63 <sup>rd</sup> Ave	3,440	\$ 11.00	\$33.00	\$528.00
Leveda Brown – Recovery Mat	5115 NE 63 <sup>rd</sup> Ave	21,000	\$ 24.00		\$288.**
Leveda Brown – Scale House	5115 NE 63 <sup>rd</sup> Ave	400	\$ 9.00		\$ 108.00
Leveda Brown – Transfer Station	5115 NE 63 <sup>rd</sup> Ave	1,000	\$ 13.00		\$ 156.00
Main Street Center	33 N. Main St	20,040	\$ 17.00		\$ 204.00
Metamorphosis	4201 SW 21 PI	6,137	\$ 15.00		\$ 180.00
Public Defender	151 SW 2 <sup>nd</sup> Avenue	21,360	\$ 17.00		\$ 204.00
Records Retention	919 SE 5 St	10,200	\$ 25.00		\$ 360.00
State Attorney	120 W University	34,000	\$ 25.00		\$ 300,00
Sup Elections/Prop Appraiser	Josiah T. Walls Bldg. Need actual address	42,550	<sup>\$</sup> 50		\$ 600.00

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Facilities Management	Address	Square Feet	Monthly Cost General Pest Control	Monthly Cost Lawn Service	Annual Cost
Sup Elections/Prop Appraiser - Grounds	Josiah T. Walls Bldg. Need actual address	1,600		\$ 34.00	\$ 408.00
Tag Agency/Butler Plaza	3837 SW Archer Road	2,700	\$ 21.00		\$ 252.00
Tag Agency/34th St	5801 NW 34 St	3,650	\$ 13.00		\$ 156.00
Tag Agency/34th St - Grounds	5801 NW 34 St	4,653	stic (	\$ 34.00	\$ 408.00
Tag/Communication Center	5830 NW 34 St	2,400	\$ 11.00		\$ 132.00
Tag/Communication Center - Grounds	5830 NW 34 St	1,200		\$ 32.00	\$ 384.00
Veteran's Memorial Bldg	7340 SW 41 <sup>st</sup> Pl	5,311	\$ 13.00	ŧ	\$ 154.00
Wilson Bldg	26 NE 1 St	28,800	\$ 24.00		\$ 288.00
Work Release	3371 NE 39 Ave	15,400	\$ 20.00		\$ 240.00
		678,180			
(1) Annual Subtotal of Monthly Charges					\$12240

Quarterly Services	Address	Square Feet	Quarterly Cost General Pest Control	Quarterly Cost for Horse Stable Treatment	Annual
Agricultural and Equestrian Center	23100 W. Newberry Rd.	3,210	\$ 96.00		\$ 384.00
Agricultural and Equestrian Center (Horse Stall Treatments)	23100 W. Newberry Rd.	10,520		\$ 250.°°	\$
		13,730			
		(2) Ann	nual Subtotal of Q	uarterly Charges	\$ 1384.00
-	DEPT ANNUAL TOTAL (1 + 2)				

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Critical Facilities	Address	Square Feet	Monthly Cost General Pest Control	Monthly Cost Lawn Service	Annual
Alachua County Jail	3333 NE 39 Ave	298,000	\$ 46.00		\$ 552.00
Consolidated Communication Center	1100 SE 27 St	23,870	\$ 22.00	6 	\$ 264.00
Fire Rescue Headquarters	913 SE 5 St	13,600	\$ 17.00		\$ 204.00
Fire Station 20	16935 NW US HWY 441	1,500	\$ 11.00		\$ 132.00
Fire Station 21	15040 NW HWY 441	1,216	\$ 1100		\$ 132.00
Fire Station 23	1600 FT CLARKE BLVD	7,500	\$ 11.00		\$ 132.00
Fire Station 24	3509 NW 143RD ST	3,000	\$ 11.00		\$ 132.00
Fire Station 24 - Grounds	3509 NW 143RD ST	22,210		\$ 93.00	\$ 1116.00
Fire Station 25	12825 NW US HWY 441	1,000	\$ 1100	1	\$ 132.0
Fire Station 30	930 SE 5 ST	5,521	\$ 11.00		\$ 132.00
Fire Station 33	5901 NW 34 Blvd	1,100	\$		\$ 132.00
Fire Station 40	14377 NE HWY 301	2,680	\$ 11.00		\$ 127 00
Fire Station 41	5715 NE US HWY 301	4,380	\$ 11.00	<u></u>	\$ 132.00
Fire Station 41 - Grounds	5715 NE US HWY 301	21,980		\$ 9200	\$ 1116.00
Fire Station 60	1320 SE 43 ST	4,500	\$ 11.00	10.	\$ 132.00
Fire Station 60	1320 SE 43 ST	1,965	\$ 1100	2000 - 20	\$ 132.00
Fire Station 62	7405 SE 221ST ST	3,311	\$ 11.00		\$ 132.00
Fire Station 80	2000 SW 43 ST	2,788	\$ 11.00		\$ 132.00
Fire Station 81	8815 SW Archer Rd	4,000	\$ 11.00		\$ 132.00
Fire Station 81 - Grounds	8815 SW Archer Rd	9,230	1	\$ 42.00	\$ 504.00
Fire Station 82	17128 SW Archer Rd	2,984	\$ 11.00		\$ 132.00

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Critical Facilities	Address	Square Feet	Monthly Cost General Pest Control	Monthly Cost Lawn Service	Annual
Public Works- Administration	5620 NW 120 Ln	13,820	\$ 20.00		\$ 240.00
Public Works- Annex	5620 NW 120 Ln	3,000	\$ 11.00		\$ 132.00
Public Works- Fleet	5620 NW 120 Ln	15,600	\$ 27.00		\$ 324.00
Public Works- Ready Room & Butler Bldg.	5620 NW 120 Ln	7,600	\$ 30.00		\$ 360.00
Public Works- Traffic Maint.	5620 NW 120 Ln	3,000	\$ 11.00		\$ 132.00
Sheriff-Aviation	4701 NE 48 Ave	4,735	\$ 38.00		\$ 456.00
Sheriff-Fleet	1000 SE 27 ST	56,000	\$ 19.00		\$ 228.00
Sheriff- Headquarters	2621 SE Hawthorne Rd	203	\$ 44.00		\$ 528.00
Sheriff-Motor Vehicle Inspection	5900 NW 13 St	4,735	\$ 21.00		\$ 252.00
		545,028			5
(3) Annual Subtotal of Monthly Charges				\$ 8,388.00	

Quarterly Services	Address	Square Feet	Quarterly Cost		Annual
Sheriff's Tower	12160 NE Waldo Road	600	\$ 66.00		\$ 26400
		(4) Ani	nual Subtotal of Quarterly C		- · · ·
			DEPT ANNUAL TOTAL	L (3 + 4)	\$ 8,652.00

Parks Facilities	Address	Building Count	Monthly Cost	Annual
Camp Cuscowilla	210 SE 134 Ave, Micanopy, FL 32667	12	\$ 54.00	\$ 648.00
		(5) An	nual Subtotal of Quarterly Charges	\$ 648.00

GRAND TOTAL OF SERVICES (1+2+3+4+5) \$22,924.00

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Acknowledge Receipt of Addendum(s) (if applicable circle):

#1 (es) No #2 (Yes) No #3 Yes No #4 Yes No North America Bidder: Bill Bos Ko Company: DBA Florida Pest Control
Bidder: Bill Boska Company: DBA Florida Pest Control
Address: 116 NW 16th Ave Gamesville FL 32601
Authorized Signature: LAS Title: District Manager
Clearly Print Name: William A Bas Ko
Phone: 352-376-261 Fax: 352-227-1831 Date: 6/21/2021
Email Address: b. bosko 6 flspest, com

Contractual Services Agreement No. 12114 with Rentokil North America, Inc. DBA Florida Pest Control for Annual Building, Lawn and Grounds Pest Control Services

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#### **Exhibit 3: Insurance Requirements**

# TYPE "C" -INSURANCE REQUIREMENTS Pollution and Hazardous Waste

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

# I. <u>COMMERCIAL GENERAL LIABILITY</u>.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

# II. AUTOMOBILE LIABILITY.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

# III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

# IV. **POLLUTION LIABILITY**.

- A Pollution Liability must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 each claim.
- B When this contract includes the pick-up, transportation or disposal of hazardous wastes as governed under title 40 or 49 of the Code of Federal Regulations, the transporter's Automobile Insurance shall be endorsed to include the ICC Form MSC90 (Motor Carrier Act of 1980) and the ISO Form CA 9948 (Pollution Liability-Broadened Coverage for Covered Autos-Business Autos and Truckers coverage Forms)
- V. <u>OTHER INSURANCE PROVISIONS</u> The policies are to contain, or be endorsed to contain, the following provisions:

- A Commercial General Liability and Automobile Liability Coverages
  - 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
  - 2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.
- B All Coverages
  - 1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claim made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

#### VI. SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

#### **CERTIFICATE HOLDER:** Alachua County Board of County Commissioners

# Exhibit 3-A: Certificate of Insurance

ĄĆ		ERTIF	ICATE OF LIA		URANC	E		MM/DD/YYYY)
9/18/2020         THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.         IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on								
	ertificate does not confer rights t	o the cer	tificate holder in lieu of s		,			
PRODUCE				CONTACT NAME: Certificate		FAX		
200 Glenridge Point Parkway			PHONE (A/C, No, Ext): 404-439-8000 FAX (A/C, No): 404-439-8001				9-8001	
Suite 4	00			E-MAIL ADDRESS: certificate	e@epicbroke	rs.com		
Atlanta	GA 30342			INSURER(S) AFFORDING COVERAGE				NAIC #
				INSURER A : ACE AM	erican Insura	ince Company		22667
INSURED	il North America, Inc.		RENTOKI-01	INSURER B: ACE Pro	perty & Casi	alty Insurance Company		20699
	orida Pest Control (REN840)			INSURER C : ZURICH A	merican Insu	rance Company		16535
1125 B	erkshire Blvd, Suite 150			INSURER D : Arch Ins	urance Comp	bany		11150
Wyomi	ssing PA 19610			INSURER E : Arch Ind	emnity Insura	ance Company		30830
				INSURER F :				
COVER			E NUMBER: 1802590068			REVISION NUMBER:		
INDICA CERTII	S TO CERTIFY THAT THE POLICIES TED. NOTWITHSTANDING ANY RE FICATE MAY BE ISSUED OR MAY ISIONS AND CONDITIONS OF SUCH	QUIREME PERTAIN, POLICIES	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPE	CT TO V	WHICH THIS
NSR LTR	TYPE OF INSURANCE	ADDL SUBF	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A X	COMMERCIAL GENERAL LIABILITY		OGLG27240331	10/1/2020	10/1/2021	EACH OCCURRENCE	\$ 5,000	,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000	
						MED EXP (Any one person)	\$ 5,000	
						PERSONAL & ADV INJURY	\$ 5,000	000
GEN	LAGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 5,000	
X	POLICY X PRO- X LOC					PRODUCTS - COMP/OP AGG	\$ 5,000	
						PRODUCTS-COMPIOP AGG	\$ 5,000	,000
D AUT	OTHER: OMOBILE LIABILITY		31CAB1044400	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT	\$ 2,000	000
	ANY AUTO		31CAB1044500	10/1/2020	10/1/2021	(Ea accident) BODILY INJURY (Per person)	\$	,000
~	OWNED SCHEDULED					BODILY INJURY (Per accident)		
	AUTOS ONLY AUTOS HIRED NON-OWNED					PROPERTY DAMAGE	\$	
	AUTOS ONLY AUTOS ONLY					(Per accident)	\$	
вХ			X00 007000400	10/1/2020	10/1/2021			
	000000		XOO G27233420	10/1/2020	10/1/2021	EACH OCCURRENCE	\$ 5,000	
	OEANNO-NIADE					AGGREGATE	\$ 5,000	,000
D WOR	DED X RETENTION \$ 10,000		2414/21424/222	40/4/0000	40/4/0004	V PFR OTH-	\$	
E AND	EMPLOYERS' LIABILITY		31WCI1044200 34WCI1044300	10/1/2020 10/1/2020	10/1/2021 10/1/2021	X PER OTH- STATUTE ER		Market C
OFFI	PROPRIETOR/PARTNER/EXECUTIVE N	N/A				E.L. EACH ACCIDENT	\$ 2,000	•
(Man If yes	datory in NH)					E.L. DISEASE - EA EMPLOYEE		
	describe under CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$2,000	
A Erroi C Crim	's & Omissions Liability e/Client Coverage		OGLG27240331 CRM 0151683-03	10/1/2020 10/1/2020	10/1/2021 10/1/2021	Each Incident/Agg Each Occurrence	5,000 1,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The Alachua County Board of County Commissioners, its officials, employees and volunteers, to the extent required by written contract are an additional insured on a primary and non-contributory basis. A waiver of subrogation applies in favor of the additional insureds to the extent required by written contract as allowed by applicable law. 30 day notice of cancellation, except 10 days for non-payment of premium, applies to the extent required by written contract.								
CERTIE	ICATE HOLDER			CANCELLATION				
<u>o Ertin</u>	Alachua County Board of 0 Management 12 SE 1st Street, 3rd Floor Gainesville FL 32601		ommissioners, Risk	SHOULD ANY OF	N DATE TH TH THE POLIC	ESCRIBED POLICIES BE C. EREOF, NOTICE WILL E Y PROVISIONS.		
© 1988-2015 ACORD CORPORATION. All rights reserved. ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD								

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## Exhibit 4: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing Services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article XII of the Alachua County Code of Ordinance ("Wage Ordinance").

Rentokil North America, Inc. DBA Florida Pest Control 116 NW 16<sup>th</sup> Avenue Gainesville, FL 32601 (352) 376-2661 <u>b.bosko@flapest.com</u>

Project Description: Annual Building, Lawn and Grounds Pest Control Services in Alachua County, Florida

CONTDACTOD DocuSigned by:
CONTRACTOR Boursigned by: Bill Bosko FB80061BE5C3444
Print:
Title:
Date:

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

# DocuSign

DEAF8	Status: Completed			
Subject: Please DocuSign: #12114 Annual Building Lawn and Grounds Pest Control Services with Florida Pes				
Signatures: 2	Envelope Originator:			
Initials: 0	Michelle Guidry			
	mguidry@alachuacounty.us			
	IP Address: 104.225.179.183			
ada)				
Holder: Michelle Guidry	Location: DocuSign			
-	5			
Pool: StateLocal				
	Location: DocuSign			
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-	Timestamp			
	Sent: 8/12/2021 12:07:14 PM			
	Viewed: 8/13/2021 10:20:38 AM			
	Signed: 8/13/2021 10:22:28 AM			
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Status Status Status Status Status COPIED	Timestamp         Timestamp         Timestamp         Timestamp         Sent: 8/13/2021 10:22:34 AM			
	Lawn and Grounds Pest Control Services with Flori Signatures: 2 Initials: 0 ada) Holder: Michelle Guidry mguidry@alachuacounty.us Pool: StateLocal Pool: Alachua County Signature Docusigned by: Bill Bosko FB8000TIBESC3444 Signature Adoption: Pre-selected Style Using IP Address: 205.182.135.53			

DocuSign Envelope ID: FB662AF4-B256-40A0-B033-17D6CFF6453E

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/12/2021 12:07:14 PM
Certified Delivered	Security Checked	8/13/2021 10:20:38 AM
Signing Complete	Security Checked	8/13/2021 10:22:28 AM
Completed	Security Checked	8/13/2021 10:22:35 AM
Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

#### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

#### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

# Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

# All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### How to contact Alachua County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows: To contact us by email send messages to: mguidry@alachuacounty.us

#### To advise Alachua County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mguidry@alachuacounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### To request paper copies from Alachua County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### To withdraw your consent with Alachua County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

#### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <u>https://support.docusign.com/guides/signer-guide-signing-system-requirements</u>.

#### Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.

# EXHIBIT B Rentaki North America Inc OBA Flank Pest Control

(Insert Name of Corporation)

# CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY AND AUTHORITY TO CONDUCT BUSINESS

The Board of Directors ("Directors") of Rentokil North America, Inc. DBA Flordia Pest Control

(insert name of company)

Pennsylvania

corporation (the "Corporation"), at a duly and properly

(insert state of incorporation)

WHEREAS, the Corporation is a duly formed, validly existing corporation in good standing under the laws of the State of Pennsylvania and is authorized to do business in the State of Florida; and

WHEREAS, the Corporation desires to grant certain persons the authority to execute and enter into contracts and conduct business on behalf of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that any of the following officers and employees of the Corporation listed below are hereby authorized and empowered, acting along, to sign, execute and deliver any and all contracts and documents on behalf of the Corporation, and to do and take such other actions, including but not limited to the approval and execution of contracts, purchase orders, amendments, change orders, invoices, and applications for payment, as in his or her judgment may be necessary, appropriate or desirable, in connection with or related to any bids, proposals, or contracts to, for or with to Alachua County, a charter county and political subdivision of the State of Florida:

NAME	TITLE	
Alan Robison	Division Manager	
Darren Swearingen	Division Manager	
Bill Bosko	District manager	

**BE IT RESOLVED THAT**, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Procurement Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Procurement Manager of Alachua County, establishing the authority for the changes.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_21\_\_\_, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

(Corporate Seal) Secretary of the Corporation

Bruce Gelting .Secretary (Print Boaretary's Name)

# **DocuSign**<sup>•</sup>

		Doodoigii
Certificate Of Completion		
Envelope Id: FB662AF4B25640A0B03317D6CFF6	453E	Status: Completed
Subject: Please DocuSign: #12114 Annual Building Source Envelope:	g Lawn and Grounds Pest Control Services with Flori	da Pes
Document Pages: 38	Signatures: 1	Envelope Originator:
Certificate Pages: 5	Initials: 0	Michelle Guidry
AutoNav: Enabled		mguidry@alachuacounty.us
Envelopeld Stamping: Enabled		IP Address: 104.225.179.183
Time Zone: (UTC-05:00) Eastern Time (US & Cana	ada)	
Record Tracking		
Status: Original	Holder: Michelle Guidry	Location: DocuSign
8/13/2021 10:29:36 AM	mguidry@alachuacounty.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: DocuSign
Signer Events	Signature	Timestamp
Diana Johnson	DocuSigned by:	Sent: 8/13/2021 10:34:03 AM
dmjohnson@alachuacounty.us	Dina Johnson 9E797AC46776481	Viewed: 8/13/2021 11:04:11 AM
Security Level: Email, Account Authentication	9E/9/AC46//6481	Signed: 8/13/2021 11:07:59 AM
(None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 104.225.179.183	
Electronic Record and Signature Disclosure: Accepted: 8/13/2021 11:04:11 AM ID: b3ba56bb-635b-4627-aabc-b0fdd3ddec27		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Thomas (Jon) Rouse	CODIED	Sent: 8/13/2021 11:08:07 AM
trouse@alachuacounty.us	COPIED	
Contracts Supervisor		
Alachua County Board of County Commissioners		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jaye Athy	CODIED	Sent: 8/13/2021 11:08:09 AM
jathy@alachuacounty.us	COPIED	Viewed: 8/13/2021 12:12:19 PM
Procurement Specialist	·	
Alachua County Board of County Commissioners		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp		
Notary Events	Signature	Timestamp		
Envelope Summary Events	Status	Timestamps		
Envelope Sent	Hashed/Encrypted	8/13/2021 10:34:03 AM		
Certified Delivered	Security Checked	8/13/2021 11:04:11 AM		
Signing Complete	Security Checked	8/13/2021 11:07:59 AM		
Completed	Security Checked	8/13/2021 11:08:09 AM		
Payment Events	Status	Timestamps		
Electronic Record and Signature Disclosure				

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