Flagler County Board of County Commissioners
Consent: BOCC Departments / Agenda Item 7.h.

Meeting Date:	October 5, 2026
Department Contact:	Mike Dickson, General Services Director, Kelly Bowman, Procurement Coordinator
Subject:	**Approval of Award and Execution of Contract 26-ITB-020 - Pest Control Services to Massey Services.**

Overview/Summary:
The County issued an Invitation to Bid (ITB) on July 28, 2026, via the OpenGov Procurement platform for comprehensive pest control services—including treatment for insects, rodents, and termites—across various County facilities, both interior and exterior, as well as County buses.

The County received four responses by the August 20, 2026, deadline. After reviewing all submissions for responsiveness and responsibility, one response was deemed non-responsive.

Staff recommend awarding the contract to Massey Services, Inc. of South Daytona Beach, Florida, the lowest responsive and responsible bidder. The initial contract term will be three years, with up to two optional one-year renewals. The annual cost for the initial term is $43,893.00, plus an additional $5,000.00~~0~~ for miscellaneous services as needed. Any renewals may be subject to a Consumer Price Index (CPI) adjustment or 5%, whichever is less.

Strategic Plan:
Focus Area: Effective Government

Funding Information:
Funding is included in the FY 2026-27 budget for various county departments.

Recommendations:
Staff recommends that the Board approve the bid award to Massey Services, Inc. for Pest Control Services under Invitation to Bid #26-ITB-020 in the annual amount of $43,893.00, plus an additional $5,000.00 for miscellaneous services as requested by the County. Authorize the Chair to execute a contract approved as to form by the County Attorney, and authorize the Interim County Administrator to execute any change orders or related documents.

Attachments:
1. 26-ITB-020 Contract - Pest Control Services
2. 26-ITB-020 - Bid Tabulation
3. 26-ITB-020 - Notice of Intent to Award

Flagler County Board of County Commissioners

26-ITB-020

PEST CONTROL SERVICES

This Contract, entered into October 5, 2026, by and between the Flagler County Board of County Commissioners, a political subdivision of the State of Florida, whose address is 1769 East Moody Blvd., Building 2, Bunnell, FL 32110, hereinafter called the **COUNTY**, and Massey Services, Inc., a Florida profit corporation, whose address is 1801 S. Nova Road, South Daytona, FL 32119, hereinafter called the **CONTRACTOR**.

WITNESSETH: That the **COUNTY** agrees with the **CONTRACTOR**, as follows:

A. The Contract shall consist of the following, all of which are hereby made a part hereof:

a. **COUNTY's** 26-ITB-020 Bid Documents including Addenda Nos. 1 - 2

b. **CONTRACTOR's** 26-ITB-020 Bid Submission

c. **CONTRACTOR's** Insurance Certificate(s)

B. The **CONTRACTOR** agrees to furnish all labor, equipment, material and the skill necessary for the complete work as set forth in the component parts of the Contract described herein and to the satisfaction of the **COUNTY**.

C. The **CONTRACTOR** agrees to commence the work to be done under this Contract, beginning after the award date for a period of three (3) years, with the option to renew for two (2) additional one (1) year periods if mutually agreed to in writing by the parties at least thirty (30) days prior to the expiration of the then-existing term.

D. The **COUNTY** agrees to pay the **CONTRACTOR** for the services rendered, in accordance with the pricing structure set forth in Bid Submission.

E. The total amount payable by the **COUNTY** under this Contract shall not exceed $43,893.00 per year for standard services, plus an additional not-to-exceed amount of $5,000.00 per year for miscellaneous services. The **CONTRACTOR** shall not perform work or incur costs beyond these stated amounts without prior written approval from the **COUNTY**.

F. Prices quoted shall remain firm for the initial term of the Contract. Any extension terms approved by the **COUNTY** shall be subject to cost adjustments only if documented increases or decreases have occurred within industry. Any such adjustment shall be calculated using the most recent annual percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), as published by the U.S. Department of Labor, Bureau of Labor Statistics. The adjustment applied shall be the lesser of the CPI-U percentage or five percent (5%) for any extension period.

The **CONTRACTOR** shall provide documentation supporting any requested adjustment. The **COUNTY** may reject any adjustment that is insufficiently documented, excessive, or reflects an inadequate decrease. If the **COUNTY** does not accept the proposed adjustment and the parties cannot reach agreement, the Contract will expire at the end of the current term without penalty.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

Attest:

_____

Tom Bexley, Clerk of the Circuit Court and Comptroller

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

_____

Leann Pennington, Chair

APPROVED-AS-TO-FORM

Sean S. Moylan Digitally signed by Sean S. Moylan Date: 2026.09.15 16:16:44 -04'00'

Sean S. Moylan, Deputy County Attorney

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW.]

ATTEST:

Barbara Saucier
Signature

Barbara Saucier Office Mgr.
Print Name, Title

Massey Services, Inc.

John A Fazio
Signature

John Fazio, General Manager
Print Name, Title

Flagler County Board of County Commissioners

INVITATION FOR BID

26-ITB-020

PEST CONTROL SERVICES

RELEASE DATE: July 28, 2026
RESPONSE DEADLINE: August 20, 2026, 2:00 pm
Please refer to the project timeline in this document for all important deadlines.

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3. Special Terms and Conditions
4. Insurance Requirements
5. Scope of Work
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8. Definitions
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Attachments:

A - Purchase Order (PO) Terms & Conditions

B - Questions & Answers Report

1. Introduction

1.1. Summary

Flagler County is soliciting competitive sealed bids from qualified vendors to provide comprehensive pest control services across various County facilities. The Contractor will furnish all labor, equipment, materials, tools, transportation, supervision, and incidentals necessary to perform interior and exterior pest control in accordance with County standards.

Services must be conducted Monday–Friday between 8:00 AM and 5:00 PM (excluding County-recognized holidays), with personnel checking in with each facility's building supervisor prior to service. Facilities must be treated at the prescribed frequency, and failure to service any location will result in a deduction equal to twice the monthly bid amount for that site.

Contractor shall provide proof of compliance with Chapter 482, Florida Statutes, including submission of the FDACS Commercial Pest Control Business License number, the name and certification number of the Certified Operator in Charge (COIC), and copies of FDACS-issued technician identification cards for all personnel performing services.

1.2. Contact Information

Kelly Bowman
Senior Procurement Analyst
1769 E Moody Blvd, Bldg 2
Bunnell, FL 32110
Email: kbowman@flaglercounty.gov
Phone: (386) 313-4096

Department:
General Services

Department Head:
Mike Dickson
Director

1.3. Timeline

Release Solicitation Date	July 28, 2026
Question Submission Deadline	August 10, 2026, 5:00pm

Final Addendum	August 13, 2026
Proposal Submission Deadline and Bid Opening	August 20, 2026, 2:00pm 3rd Floor Financial Services Conference Room 1769 East Moody Blvd Bldg. 2 Bunnell, FL 32110 Microsoft Teams meeting Join on your computer, mobile app or room device https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting Meeting ID: 249 111 037 544 672 Passcode: 8SA2ec79

2. General Terms and Conditions

2.1. Instructions to Bidders

To receive consideration, entities who submit a response to this Invitation for Bid (Bidders or Contractors) must meet the minimum qualification requirements and comply with the following: Bid responses (Bids) will be accepted from single business entities, joint ventures, partnerships or corporations.

2.2. Submission of Offers

The Flagler County Board of County Commissioners ("Flagler County" or "County") is requesting bids for the service and/or product(s) detailed within this solicitation. If your company is interested in submitting a bid to provide this service and/or product(s), please provide the requested information in this solicitation, complete the included forms, and submit these documents with your response through OpenGov Procurement, at https://procurement.opengov.com/portal/flaglercounty by the date and time posted. The submission of responses prior to the specified date and time is solely and strictly the responsibility of the Bidder. Responses received after the posted date and time will not be considered. Additional information may be submitted with the response. No offer may be modified after acceptance. Terms and conditions differing from those in this solicitation may be cause for disqualification of the Response. Failure to provide the required information may result in the Response not being considered.

Do not submit confidential information, proprietary information and/or trade secrets.

2.3. Purchase Order Terms and Conditions

The County's general terms and conditions for Purchase Orders included as an exhibit with this Invitation to Bid (ITB) shall apply unless otherwise noted.

2.4. Compliance with Ordinances, Regulations, and Laws

The County reserves the right to require proof that the Bidder is an established business and is abiding by all applicable local, State, and Federal ordinances, regulations, and laws. This may include, but is not limited to, business tax receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, and/or registration with the Florida Department of State, Division of Corporations' Sunbiz website at www.sunbiz.org.

2.5. Agreement Cancellation

1. The County reserves the right to cancel any Agreement resulting from this Invitation to Bid (ITB) without cause with a minimum thirty (30) day written notice to the Contractor.
2. The Contractor may cancel the Agreement resulting from this Invitation to Bid (ITB) without cause with a minimum ninety(90) days written notice to the County.

2.6. Bidder's Responsibility

The Bidder, by submitting a Response, represents that:

1. The Bidder has read and understands the Solicitation in its entirety and that the Response is made in accordance therewith;
2. The Bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;
3. Bidder shall submit documentation demonstrating compliance with FDACS supervision requirements, including written procedures describing how the Certified Operator in Charge supervises pest-control technicians as required under §482.091, F.S.
4. The Bidder has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by Flagler County, Florida, upon which the Bidder will rely. If the Bidder receives an award because of its Response, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Bidder for additional compensation or relief; and,
5. The Bidder will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County's annual audit.

2.7. Execution of Offer

Offer shall contain a signature in the space(s) provided of a representative authorized to legally bind the Bidder to the provisions therein. All spaces requesting information from the Bidder or asking a question of the Bidder shall be completed.

2.8. Opening

Pursuant to Section 119.071, Florida Statutes, responses and the completed tabulation will be available for inspection within thirty (30) days of Solicitation opening. Contact the Office of Procurement and Contracts during regular business hours to inspect responses and the completed tabulation or go to the County's ePROCUREMENT PORTAL for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.

Solicitation openings and public meetings may be attended either in person or remotely. Solicitation openings may be accessed remotely as described in the introduction timeline section of this Solicitation.

In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or a sign language interpreter to participate in any proceedings, should contact the Office of Procurement and Contracts at (386) 313-4008 two (2) business days before any meeting date.

2.9. Public Records Law

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-313-4001, PUBLICRECORDS@FLAGLERCOUNTY.GOV, BY MAIL, FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS, OFFICE OF PROCUREMENT AND CONTRACTS , ATTN: ADMINISTRATION, 1769 E. MOODY BLVD, BLDG. 2, BUNNELL, FL 32110.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

1. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
2. 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 at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.
4. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the 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 Contract, the Contractor shall 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 completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of

public records , in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Flagler County on an expedited basis to enforce the requirements of this section.

2.10. Clarification, Correction of Entry, Minor Irregularities

The Flagler County Board of County Commissioners reserves the right to allow for the clarification of questionable entries and the correction of obvious mistakes. The County reserves the right to waive minor irregularities in Submittals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests and will not affect the outcome of the selection process by giving the Bidder an advantage or benefit not enjoyed by other Bidders.

2.11. Revisions, Addenda, Questions & Answers

1. It is incumbent upon each Bidder to carefully examine the specifications, scope of work/service, terms, and conditions of this Solicitation. The posting of answers through the County's ePROCUREMENT PORTAL is the only official method by which interpretation, clarification, or additional information can be given. Questions and exceptions concerning any Section of this Solicitation shall be directed through the question-and-answer section of the County's ePROCUREMENT PORTAL.

2. If it becomes necessary for the County to revise or clarify any part of this Solicitation it will be updated on the County's ePROCUREMENT PORTAL by the posting of answers to questions received and/or the revision of solicitation language/documentation. It is each Bidder's responsibility to check the County's ePROCUREMENT PORTAL for any posted answers, and/or solicitation changes. Each Bidder shall ensure that they have reviewed all questions & answers and/or changes to this

Solicitation before submitting their Response. By submitting a response, Bidders acknowledge that they have reviewed all posted answers, and/or solicitation changes prior to the posted closing date and time.

3. Each answer issued by the County shall become a material part of this Solicitation. Answers posted by the County and/or changes made to the Solicitation are authoritative and shall be considered an addendum to the Solicitation.
4. All information in this Solicitation, including information provided through the Question & Answer feature, are incorporated into the Solicitation and/or any Contract resulting from this Solicitation.
5. Questions and exceptions shall be submitted before 5:00 pm on Thursday, August 20, 2026. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Bidder's right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. Oral representations will not be binding on the County.

2.12. Incurred Expenses

The County has no obligation to make an award as a result of this Solicitation, nor shall the County be responsible for any cost or expense which may be incurred by any Bidder in preparing and submitting a Response, or any cost or expense incurred by any Bidder prior to the execution of a Purchase Order or Contract.

2.13. Disadvantaged Businesses

The Flagler County Board of County Commissioners has adopted policies which assure and encourage the full participation of Minority Business Enterprises (MBE), Women-owned Business Enterprises (WBE), and Veteran-owned Business Enterprises (VBE) in the provision of goods and services. The County encourages joint ventures with these businesses.

2.14. Local Vendor Preference

It is the policy of the Board that Flagler County vendors are given preference in the procurement process, unless otherwise prohibited or waived by the County Administrator.

The term Flagler County Vendor means any business: having a physical location within the boundaries of Flagler County for at least twelve (12) months immediately prior to the issuance of the request for Quotes, Bids or Proposals by the County; holding any business licenses required by the County, and/or, the municipalities, if applicable; and employing at least one (1) full time employee, or two (2) part-time employees whose primary residence is in Flagler County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one (1) or more persons whose primary residence is in Flagler County.

It is the vendor’s responsibility to request Local Vendor Preference by submitting a completed Local Vendor Affidavit with its sealed bid.

2.15. Pricing

Unless otherwise specified, prices offered shall:

- remain firm for a period of at least one hundred and twenty (120) days from the date of Solicitation opening, prior to award being made;
- include FOB Destination, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery (for goods);
- include all expenses necessary to provide the service at the location specified (for services).

2.16. FOB Destination

The FOB point for this contract and for all purchases made under it shall be at the project site in Flagler County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes arising out of shipping prior to acceptance by Flagler County shall be between the Contractor and the carrier.

2.17. Payment Terms

Unless otherwise stated in the Special Terms and Conditions, the County will remit full payment on all undisputed invoices within forty five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) or receipt of all products or services ordered in accordance with the Local Government Prompt Payment Act, Part Vii, Chapter 218, Florida Statutes.

2.18. Unusual Costs

The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for contract termination.

The Contractor’s request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in its sole discretion, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change, and prices go down.

2.19. Additional Terms & Conditions

The Flagler County Board of County Commissioners reserves the right to reject offers containing terms or conditions contradictory to those requested in this Solicitation.

2.20. Taxes

County is exempt from Manufacturers' Federal Excise Tax (Exemption# 59-78-0089K) and Florida sales tax (Exemption# 85-8013245979C-5). Certificates are available and can be obtained by emailing purchasing@flaglercounty.gov.

2.21. Discounts

All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes. All discounts shall remain firm for the term of the contract.

2.22. Meets/Minimum Specifications

The specifications listed in the Scope of Work are the minimum required performance specifications for this Solicitation; they are not intended to limit competition nor specify any particular Bidder, but to ensure that the County receives quality services. The Bidder represents that all offers to this Solicitation shall meet or exceed the minimum requirements specified.

2.23. Samples

When required, samples of products shall be furnished with Response to the County at no charge. Samples may be tested and will not be returned to the Bidder. The result of any and all testing shall be made available upon written request.

2.24. Silence of Specifications

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

2.25. Change in Scope of Work/Service

1. The County may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment or change order to the contract signed by the County and the Contractor.

2. If the Contractor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's designated representative in writing of this belief. The Contractor and County shall negotiate modifications to the contract in good faith and agree upon equitable adjustment for any changes in services or other obligations required of the Contractor due to such modifications. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
3. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this solicitation for which requirements were not known when the Solicitation was released.

2.26. Governing Laws/Venue

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without giving effect to any choice of law principles. Jurisdiction over, and venue for, any controversies or legal issues arising out of this contract shall be exclusively in the 7th Judicial Circuit in and for Flagler County, Florida. By entering into this contract, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to the contract and it's the prevailing party in litigation shall be entitled to costs and attorney's fees.

2.27. Assignment

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under the contract without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to, requiring the Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this Section shall be by written amendment to the contract in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under the contract, Contractor shall, no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US $500.00); however, payment of such fee shall not entitle the Contractor to the County's acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section, but no waiver shall be granted by the County without a written and duly executed amendment to the contract.

2.28. Content of Solicitation/Response

The contents of this Solicitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto shall be incorporated into a contract to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service

requested in this Solicitation shall supersede the requirements as specified in the *General Terms and Conditions* and/or *Special Terms and Conditions* section(s) of this Solicitation.

2.29. Contract

The contents of this Solicitation and all provisions of the successful bid deemed pertinent by the County shall be incorporated into a contract and become legally binding on the selected Bidder and County. The content of the contract may contain changes as a result of the Solicitation process and the content of the submittal received. The contract shall, at minimum, include the substantive terms and conditions as outlined in the Solicitation and be subject to review by the County Attorney or designee prior to approval and execution for determination of legal form and substantive sufficiency, and may contain an order of precedence and may contain those additional terms and conditions that the County deems in its best interest.

The County shall be responsible for only those orders placed by the County pursuant to the contract or on an authorized signed Purchase Order. The County shall not be responsible for any order, change substitution or any other discrepancy from the Purchase Order. If there is any question about the authenticity of a Purchase Order, contract, or change order, the Bidder should promptly contact the Office of Procurement and Contracts at (386) 313- 4008.

2.30. Disclosure of Response Content

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Solicitation. Selection or rejection of any Response does not affect this right. Flagler County, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes.

2.31. Limitation of Liability/Indemnification

The Contractor shall indemnify, defend, and hold harmless the County including its districts, authorities, separate units of government established by law, ordinance or resolution, elected and non-elected officials, employees, agents, and volunteers, from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or its subcontractors, agents, employees, or any persons employed or utilized by the Contractor in the performance of the Contractor’s obligations or services under this contract.

In all claims against the County, Contractor’s indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors pursuant to Contractor's insurance. The Contractor's indemnification obligation shall survive the expiration or termination of the contract.

2.32. Payment of Subcontractors

Contractor shall save and hold the County harmless from any and all claims or actions by Contractor's subcontractor(s) for payment of monies such subcontractor claims to be owed by Contractor for Work

performed under the contract. Nothing in the contract shall create any obligation on the part of the County to pay directly to any Subcontractors any monies due for Work performed under the contract.

2.33. Sovereign Immunity

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any section of this contract to the contrary, nothing in this contract shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this contract shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

2.34. Compliance with Federal E-Verify Regulations

Contractor covenants and agrees to the following provisions, as required by law:

1. If and to the extent the contract meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this contract as if fully set forth herein.

2. Contractor and any of Contractor's Subcontractors shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by Contractor (or Contractor's Subcontractors) on or after the effective date of this contract and thereafter during the remaining term of the contract.

3. In the event Contractor enters into a subcontract, Contractor shall require, via written contract, the Subcontractor agree to: (i) register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired on or after the effective date of the subcontract and thereafter during the remaining term of the subcontract; and (ii) provide Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this contract or the subcontract, whichever is longer. Contractor shall provide a copy of such affidavit to the County before the Subcontractor begins any work associated with the contract. If the County has a good faith belief that a subcontractor knowingly violated the requirements set forth in this Section or Sections 448.09(1) or 448.095 of the Florida Statutes, but also has a good faith belief Contractor otherwise complied with this Section and applicable law, the County shall promptly notify Contractor and order Contractor to immediately terminate its contract

with the Subcontractor. Failure to comply with said order shall constitute a material breach of this contract.

4. If the County has a good faith belief Contractor has knowingly violated, or if Contractor is found to have violated, this Section; Section 448.09(1), Florida Statutes; Section 448.095, Florida Statutes; or the Presidential Executive Order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal contractors to use E-Verify, if applicable, then the following shall be true: (i) such violation shall be a material breach of this contract by Contractor; (ii) Contractor shall indemnify, defend, and hold harmless the County from any resulting costs or expenses, including fines or penalties levied by a government agency and the County's loss or repayment of grant funds by breaching the requirements of this section; (iii) the County may terminate this contract immediately and without penalty and such termination shall not be or be considered a breach of this contract; and (iv) Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the contract. Contractor acknowledges and understands that if the County terminates this contract in accordance with this Section, Contractor shall be ineligible for award of a public contract for at least one (1) year after the date on which the Agreement was terminated.

2.35. Public Entity Crimes

Pursuant to paragraph 287.133(2)(a), Florida Statutes, 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

By entering into this contract, the Contractor represents and warrants that it is not on the convicted vendor list and not under investigation for violation of any state or federal law relating to public entity crimes. The Contractor further represents and warrants that its subcontractors and implementer, if any, are not on the convicted vendor list and not under investigation for violation of any state or federal law relating to public entity crimes.

2.36. Patents, Copyright, and Royalties

The supplier/provider, without exception, shall indemnify and save harmless Flagler County, its officers, agents, and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the County. If the supplier/provider uses any design,

device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

2.37. Use of County Logo

The County owns and retains all proprietary rights in its logos (Intellectual Property). As such, nothing in this Solicitation permits or shall be construed as authorizing Bidder to use or display County's Intellectual Property.

2.38. Training

Unless otherwise specified Bidders may be required at the convenience of, and at no expense to, the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this Solicitation.

2.39. Acceptance

Products purchased as a result of this Solicitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor.

2.40. Safety Warranty

Any awarded Contractor including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

2.41. Safety

The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed by the Contractor in performing the work. The Contractor shall, at all times, comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Contractor, or the failure of the Contractor's subcontractor to comply with the regulations.

2.42. Warranty

The Bidder agrees that, unless otherwise specified, the product and/or service furnished as a result of this Solicitation and award thereto shall be covered by the most favorable commercial warranty the Bidder gives to any customer for comparable quantities of such products and/or services and that the right and remedies

provided herein are in addition to and do not limit any rights afforded to the Flagler County Board of County Commissioners by any other provision of the Solicitation/offer.

2.43. Awards

Results from the evaluation committee will be considered by the Flagler County Board of County Commissioners at a regular meeting after the evaluation process. This Invitation to Bid (ITB)is issued in accordance with and shall be governed by the provisions of the County's Procurement Policy and Florida Statutes.

The Flagler County Board of County Commissioners reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Bidders; to reject all bids, or to waive any informality or technicality in bids received as deemed to be in the best interest of the County.

2.44. Other Agencies

All Contractors awarded contracts from this Solicitation may, upon mutual agreement, permit any local government or other governmental agency to participate in an agreement under the same prices, terms, and conditions, if agreed to by both parties.

2.45. County Facilities

County facilities are administrative facilities that provide services to the Flagler County public and any agencies that it serves. As such, activities in all buildings are critical to the provisioning of services to the public and shall not be interrupted by the Contractor's work activities.

2.46. Licenses, Certificates, and Permits

1. The County reserves the right to require proof that the Bidder is an established business and is abiding by the ordinances, regulations, and laws of their community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, Registration with the Florida Department of State, and the Division of Corporations' Sunbiz at www.sunbiz.org.
2. The Bidder must be registered with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting contract.
3. If a license is required, the Bidder shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Bidder shall also verify that his/her subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.
4. If applicable, the Bidder shall have a current professional registration certificate from the appropriate governing board. The Bidder must be properly registered at the time of its submittal to practice their profession in the State of Florida.

5. At time Bidder submits Response to this solicitation, Bidder shall hold the required licensure to be the prime Contractor for all work to be performed under the resulting contract. If Bidder proposes to use a Subcontractor or sub-consultant to perform any work under the resulting contract such subcontractor and/or sub-consultant shall, at the time of Solicitation submittal, hold the required licensure for all work to be performed under the resulting contract as a subcontractor and shall maintain such license(s) in full force and effect during the term of the resulting contract. All licenses and permits required to perform Contractor's duties under the resulting contract whether such license or permit is required by the federal government, State of Florida, Flagler County, or any municipality, shall be at Bidder's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the resulting contract.

2.47. Records & Right to Audit

County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting contract. Contractor shall preserve and make available, at reasonable times for examination and audit by the County, all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a retention period of five (5) years after completion or termination of the contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective August 2020, and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section. Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

2.48. Claim Notice

The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Flagler County Board of County Commissioners

Human Resources/Risk Management Division

Address: 1769 E. Moody Blvd., Bldg. 2

Bunnell, Florida 32110

Telephone: 386-313-4035

Fax: 386-313-4107

2.49. Waiver and Limitation of Claims

Once the contract expires, or final payment has been requested and made, the awarded Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning the contract. After that period, any right to claims against the County by the Contractor concerning the contract are waived.

2.50. Compliance with Laws and Regulations

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA),Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all work or services performed under the contract. The Contractor shall indemnify, defend and hold harmless the County and all its officers, agents, servants, and employees against any liability or claim made against the County arising from, or based on, the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.
Pursuant to Section 287.05701, Florida Statutes, Bidders are hereby notified that:

- The County shall not request documentation of or consider a vendors social, political or ideological interests when determining if the vendor is a responsible vendor: and
- The County may not give preference to a vendor based on the vendors social, political or ideological interests.

2.51. Scrutinized Companies-FL Statute Section 287.135 and 215.473

Contractor must certify that the company is not participating in a boycott of Israel. For contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has not been engaged in business operations in Cuba or Syria. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor

does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

2.52. Human Trafficking Attestation Pursuant to Section 787.06, Florida Statutes

A duly authorized officer or representative of the Bidder (non-governmental entity) shall complete the included Flagler Human Trafficking Attestation Form in compliance with Section 787.06(13), Florida Statutes, (2024).

2.53. Modifications Due to Public Welfare or Change in Law

The County shall have the power to make changes in the contract as the result of changes in law and/or ordinances of Flagler County to impose new rules and regulations on the Contractor under the contract relative to the scope and methods of providing services as shall, from time to time, be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State or County law or the ordinances of Flagler County materially alters the obligations of the Contractor, or the benefits to the County, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the contract, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the contract under this clause.

2.54. Right to Require Performance

The failure of the County or Contractor at any time to require performance by the other of any provision hereof shall in no way affect the right of the County or Contractor thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

2.55. Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under the contract to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this contract, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

1. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this contract to the extent caused by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
2. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this contract. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
3. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the contract.

2.56. Contractor's Personnel

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
3. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position.

4. The Contractor certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.
5. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
6. The Contractor shall include the provisions of the foregoing paragraphs 3.59A.-E. above, in every subcontract or purchase order so that the provisions will be binding upon each Contractor.
7. The Contractor and any Subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.
8. The Contractor shall not disclose any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the contract which are not otherwise known to the general public.
9. Both Contractor and Subcontractors awarded a contract as a result of Local Preference, shall register all open positions related to this contract with the Center for Business Excellence (CBE), and submit appropriate affidavit showing compliance.

2.57. County/Contractor Relationship

1. Any awarded contractor shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent contractor, the awarded Contractor shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, the Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees' or Subcontractor’s wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.
2. The Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.
3. The Contractor shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the contract, nor shall the County pay for any business,

travel, or training expenses or any other contract performance expenses not explicitly set forth in the specifications.

4. The Contractor, except as expressly set forth herein, shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

2.58. Disqualification of Bidders

1. Only one (1) Response from an individual firm, partnership or corporation under the same or under a different name will be considered. If a Bidder submitted more than one (1) Response for the work involved, all Responses submitted from such Bidder will be rejected.
2. Collusion among Bidders: If it is believed that collusion exists among the Bidders, the Responses of all participants in such collusion shall be rejected and no participants in such collusion will be considered in future bids for the same work.

2.59. Debarment: Purpose and Intent

The County endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and contractors only. To further this policy, the County asserts its authority to debar certain vendors and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the County's protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of County vendors and contractors, and this policy and the procedures provided for herein shall not supplant or supersede County's authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis.

2.60. Unit Prices and Interpretation

For the purpose of this Solicitation and evaluation of responses hereto the following shall apply:

Unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

2.61. Dispute Resolution

1. Good Faith Efforts to Resolve. The parties to this contract shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this contract in accordance with the provisions set forth herein prior to initiating litigation. The Contractor and

County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this contract. Issues shall be escalated to successive management levels as needed.

2. Informal Dispute Resolution. If a dispute develops between the parties concerning any provision of this contract, or the interpretation thereof, or any conduct by the other party under these contracts, and the parties are unable to resolve such dispute within five (5) business days, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.

3. Discovery and Negotiation / Recommended Procedures. Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers or designees shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designees within five (5) County Work Days of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers or designees as being necessary given the scope and complexity of the dispute, the Project Managers or designees may, depending upon the nature, scope, and severity of the dispute, invoke formal dispute resolution procedures below.

4. Formal Dispute Resolution. At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. The parties shall split the cost of the mediator and bear their own attorney's fees and other costs for the mediation. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction.

5. Right to Terminate Reserved. Regardless of the dispute resolution procedures provided for in this Section, nothing herein shall affect, delay, or otherwise preclude a party from terminating this contract in accordance with the provisions of Special Conditions, Termination, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this contract and after termination or expiration thereof.

2.62. Authorized Signatory

Bidder acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed, is authorized to execute contracts/agreements with Flagler County, and that submitting a Response via the County's ePROCUREMENT PORTAL shall be the act of and attributable to the Authorized Signatory to bind the company. By submitting this Response electronically, the Authorized Signatory does thereby adopt the electronic or conformed submittal as authorized firm commitment and for use as an official record by Flagler County.

2.63. Revisions, Addenda, Questions & Answers

All answers to questions of substance will be publicly published via the County's ePROCUREMENT PORTAL, Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the Question & Answer feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the Question & Answer feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

2.64. Acknowledgement of Solicitation Tabulation

All responses accepted by Flagler County are subject to the County's Terms and Conditions. Any and all additional Terms and Conditions submitted by Bidder(s) are rejected and shall have no force and effect. Responses from the Bidder(s) listed on the tabulation are the only responses received timely as of the closing date and time. All other responses submitted in response to the solicitation, if any, are rejected as late.

2.65. Availability of Personnel

Personnel described in the bid shall be available to perform the services as described. All personnel shall be the employees, or agents of the Bidder, and not employees or agents of Flagler County.

2.66. Assignment of Contract

The selected Bidder may not make any assignments of their obligations resulting from this Invitation to Bid (ITB)without the prior written authorization of Flagler County.

2.67. Gratuities and Kickbacks

It is prohibited for the Contractor or any agent acting at the behest of the Contractor to offer, give, or agree to give any Flagler County employee or former Flagler County employee, or for any Flagler County employee or former Flagler County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, or to influence the content of any

specification or procurement standard, render advice, investigate, audit, or act in any other advisory capacity to the County.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier sub-contractor or any person associated therewith, as an inducement for the award of a subcontract or order.

2.68. Drug-Free Workplace Certification

By submitting a bid in response to this Invitation to Bid (ITB), Contractor certifies that Contractor's company is a drug-free workplace in accordance with Florida Statute 287.087.

2.69. Proprietary/Restrictive Specifications

Prospective Bidders, who feel the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must contact the Office of Procurement and Contracts upon receipt of this Invitation to Bid (ITB) and prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation to Bid (ITB).

2.70. Certification of Independent Price Determination

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidderand will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,

C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

2.71. Employment of Former Flagler County Employees By Any Person, Business, Or Organization Contracting With Flagler County

It shall be a violation for any person, business or organization contracting with Flagler County to employ in any capacity, any former Flagler County employee or member of Flagler County employee's immediate family within one year of that employee's separation from employment with the County, unless the employer or the former County employee files with the County Clerk, the County's Employment Disclosure Statement . The penalty for this violation may include disqualification of the bid submission.

3. Special Terms and Conditions

3.1. Closing Date

Invitation to Bid (ITB): Closing Date
Response must be received through the County's eProcurement Portal before 2:00 pm on Thursday, August 20, 2026. Responses received after this time will not be considered.

3.2. Authorized Official

The Invitation to Bid (ITB) response and all required forms must be submitted/signed by an official authorized to legally bind the Respondent to all Invitation to Bid (ITB) provisions. A Memorandum of Authority may be submitted to document that the individual is authorized to commit the firm to a contract.

3.3. Definition of Responsive and Responsible for this Solicitation

Each Response shall be evaluated for conformance as responsive and responsible using the following criteria:

A. Proper submittal of ALL documentation as required by this Invitation to Bid (ITB). (Responsive)

B. The greatest benefits to Flagler County as it pertains to: (Responsible)

1. **Total Cost;**
2. **Delivery;**
3. **Past Performance. In order to evaluate past performance, all Respondents are required to submit a list of three (3) references that are the same or similar in magnitude to this Solicitation. Flagler County shall not be listed as a reference;**

Financial Stability: All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Respondents are reminded that award may not necessarily be made to the lowest Response. Rather, award will be made to the **lowest responsive, responsible** Bidder whose Bid **meets all specifications and terms** of this ITB.

3.4. Local Preference Availability

This project is not funded by monies that prohibit the local preference provision and local preference does apply per the General Terms and Conditions section Local Preference.

3.5. Payment Terms

1. The County will remit full payment on all undisputed invoices within forty five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.

2. Pursuant to Chapter 218.74, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within forty-five (45) days after the due date.

By submitting a Response to Flagler County, the Respondent expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies owed by the Respondent to the County for any legal obligation between the Respondent and the County, including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

3.6. Award Term

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Respondent shall be awarded an Agreement for an initial three (3) year term with the option for two (2) subsequent one (1) year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of the Board of County Commissioners.

3.7. Termination

A. County may terminate this Agreement upon written notice to the Contractor at least thirty (30) days prior to desired termination date.

B. Awarded Respondent may terminate this Agreement upon written notice to the County at least ninety (90) days prior to desired termination date.

C. Upon receipt of notice of termination by the County from awarded Respondent or upon delivery of notice of termination from the County to Contractor, awarded Respondent shall:

1. Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination;

2. Inform County of the extent to which performance is completed;

3. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work/Services under the Agreement as is not terminated and with the prior approval of the County; and,

4. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the rights, title, and interest of the awarded Respondent under the orders and subcontracts so terminated.

D. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section Award Term, Section Payment Terms and this Section, Termination, the County shall cause payments to be made to awarded Respondent within forty-five (45) days of receipt of invoice. Awarded Respondent shall invoice the County for any sums awarded Respondent

claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty-five (45) days.

E. With the approval of the County and to the extent required by the County, the awarded Respondent shall, upon termination, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Section, Termination. In addition, awarded Respondent shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County, Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Work/Services terminated.

F. If awarded Respondent fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Work/Services and complete the Work/Services, and the awarded Respondent shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete the awarded Respondent's unfinished Work/Services. As such, the County may apply unpaid Compensation due and owing to the awarded Respondent prior to the default as a set off against the costs incurred by the County for taking over such Work/Services.

G. The right of termination provided to the County and the awarded Respondent herein shall be cumulative of all other remedies available at law.

H. All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

3.8. Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the awarded Respondent cannot disclaim consequential or special damages related to the performance of this Agreement. The awarded Respondent shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

3.9. Proposal Acceptance/Rejection

The County reserves the right to accept or reject any or all proposals received as a result of this Solicitation, or to negotiate separately with competing Respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the County.

3.10. Proposal Acceptance Period

Any Proposal in response to this Invitation to Bid (ITB) shall be valid through December 11, 2026. At the end of this time the proposal may be withdrawn at the written request of the Respondent if no award has been made. If the Proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled regardless of the status of the proposal bond. The County reserves the right to request an extension of the proposals if a Contract has not been executed by December 11, 2026.

3.11. Advertisement

This solicitation is posted on the County's publicly accessible website/eProcurement portal in accordance with County Procurement Policy.

3.12. Pest Control Licensing Requirements

Contractor must maintain an active FDACS Commercial Pest Control Business License throughout the contract term. Contractor shall provide:

- FDACS license number
- COIC name and certification category (GHP required)
- Copies of technician ID cards
- Written supervision plan compliant with §482.091, F.S.

3.13. Pesticide Storage & Transport

Contractor shall comply with FDACS requirements for pesticide storage and transport, including locked compartments, spill kits, proper labeling, and separation of incompatible materials.

3.14. Spill Response & Emergency Procedures

Contractor shall maintain spill-response procedures including emergency contacts, containment methods, reporting requirements, and cleanup protocols consistent with FDACS and EPA guidelines.

3.15. Consumer Notification & Signage

Contractor shall comply with §§482.2265–482.2267, F.S., including posting signage for exterior treatments, maintaining notification registries, and providing advance notice for sensitive areas.

3.16. Environmental Protection & Drift Control

Contractor shall implement drift-control measures for exterior pesticide applications, including buffer zones, weather-condition restrictions, and stormwater protection procedures.

4. Insurance Requirements

4.1. Required Types of Insurance.

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown in the Required Types and Limits of Insurance Chart associated with this solicitation, in the form and from companies satisfactory to the County. The Required Types and Limits of Insurance Chart is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this section and ensure that the insurance policies comply with the specific terms and conditions therein.

For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a “named insured”, “additional named insured”, or “additional insured”, the term “County” includes Flagler County (a body corporate and politic and a subdivision of the State of Florida), including its elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

The policy limits for all required policies in the Required Types and Limits of Insurance Chart below shall apply separately from one another and shall not be shared with any other coverage line or reduce the aggregate limit of any other insurance coverage form required.

Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements as stated in the Solicitation and/or Contract documents.

4.2. Subcontractors and Independent Contractors.

All subcontractors & independent contractors utilized by Contractor to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Contractor in the Required Types and Limits of Insurance Chart and described in this Solicitation.

4.3. Claims Made Basis Insurance Policies.

All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period (“SERP”) with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor’s purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier immediately inform the Contractor, the County Risk Manager, and the Office of Procurement and Contracts of any contractual obligations that may alter its professional liability coverage under the Agreement.

4.4. Risk Retention Groups and Pools.

Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.

4.5. Minimum Required Policies and Limits.

Minimum underlying policies, coverages, and limits shall include all policies listed in the Required Types and Limits of Insurance Chart below.

4.6. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis.

Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor's insurance policies shall be that listed in the Required Types and Limits of Insurance Chart or the Contractor's actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance or self-insurance maintained by the County or any other insurance contractually available for the benefit of the County. Contractors performing construction projects shall utilize ISO Forms CG 20 38 and CG 20 37, or their equivalents to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.

4.7. Disposal of Materials.

If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.

4.8. Workers' Compensation.

Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory amount. Policy shall be endorsed with NCCI form WC 00 03 13 providing a waiver of subrogation in favor of the County. If Contractor is using a "leased employee" or an employee obtained through a professional employer organization ("PEO"), Contractor is required to have such employees covered by worker's compensation insurance in accordance with Florida Worker's Compensation law. The PEO shall endorse its workers compensation policy with NCCI form WC 00 03 13 providing a waiver of subrogation in favor of the County, its employees and insurers.

(1) Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own

Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

4.9. Commercial General Liability Insurance.

The Contractor shall obtain and maintain Commercial General Liability insurance, with limits of not less than the amounts shown in the Required Types and Limits of Insurance Chart. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent contractors, and Subcontractors protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as Coverages A and B. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Policy shall include either contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds.

For construction related projects, County shall be added as additional insured to Contractor's policy by both ISO Endorsements CG 20 38 (Premises & Operations) and CG 20 37 (Products & Completed Operations) or their equivalents. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38 and CG 20 37, or their equivalents.

For non-construction projects, Contractor shall add County as additional insured by both ISO Endorsements CG 20 10 (Premises & Operations) and CG 20 37 (Products & Completed Operations) or their equivalent. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by both ISO Endorsement CG 20 10 and CG 20 37 or their equivalents.

All commercial general liability policies shall be endorsed to provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured.

4.10. Motor Vehicle Liability.

The Contractor shall secure and maintain during the term of the Agreement a motor vehicle liability policy with a combined single limit of no less than the amounts shown in the Required Types and Limits of Insurance Chart for bodily injury and property damage arising from the ownership, maintenance, or use of a motor vehicle. Policy shall be written with Coverage Symbol 1 (Any Auto), providing coverage for all autos operated regardless of ownership, or with Coverage Symbols 7, 8, & 9 (Scheduled, Hired, & Non-Owned vehicles). The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart. If Motor Vehicle Liability is by endorsement to another policy required in the Required Types and Limits of Insurance Chart, then the limits for Motor Vehicle Liability shall be separate (they shall not be shared) and in addition to the underlying policy limits. If endorsed to another policy required in the Required Types and Limits of Insurance Chart, Motor Vehicle Policy Limits shall apply on a per occurrence basis and shall not have an aggregate limit.

4.11. Pollution Liability.

The Contractor shall obtain and maintain a pollution liability insurance policy with a limit of liability of no less than the amount(s) shown above on a per occurrence/aggregate basis for any work or services performed under the Agreement including but not limited to environmental/pollution related services, testing, design, consulting, analysis, other consulting work (whether self-performed or subcontracted), discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot fumes, acids, alkalis, toxic chemicals, liquid or gasses, waste materials, irritants, contaminants, pollutants into or upon land, atmosphere or any watercourse or body of water (including groundwater at or under or emanating arising from work or services performed under the Agreement) and for all above-ground storage tanks, in-ground storage tanks, and other potentially hazardous materials. Policy shall insure for the Contractor's liability for bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death, property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arise from Contractor's operation, and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by the Contractor. If Agreement involves the use, storage, removal, or remediation of naturally occurring hazardous substances (including, but not limited to: mold, asbestos, lead, mercury, arsenic, radon, silica, pyrite), the policy shall be endorsed to remove any exclusion(s) for the substance. The County shall be named as additional insured.

4.12. Primary and Excess Coverage.

Any insurance required may be provided by primary and excess insurance policies.

4.13. General Insurance Requirements.

A. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

B. Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.

C. **Waiver of Subrogation**. The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).

D. **County Not Liable for Paying Deductibles**. For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under the Agreement.

E. **Cancellation Notices**. During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Office of Procurement and Contracts with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.

F. **Deductibles and Self-Insured Retentions**.

1. Contractors that maintain and administer a self-insured retention or a large deductible formal program exceeding the insurance requirements listed in the Required Types and Limits of Insurance Chart to fund either program may submit an exception request in accordance with the solicitation section detailing Revisions, Addenda, Questions & Answers to be considered for this solicitation. The request must include a summary of the program's design and funding method to manage fund deductibles or self-insured retentions. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County Risk Manager will review the information submitted and determine whether the program is acceptable to the County.

2. Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered.

3. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.

G. Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

4.14. Proof of Insurance.

A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.

B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all required policies and any changes, endorsements, or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to and any time after the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance or copies of any insurance policies required hereunder are not provided to the County upon request.

C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.

D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.

E. The provisions of these sections, Required Types of Insurance; Insurance Requirements; and Proof of Insurance, shall survive the cancellation or termination of the Agreement.

4.15. Provide Proof of Insurance.

Provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Flagler County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy of the notice with the response.

4.16. Insurance Requirement

Before execution of the Agreement by the County and commencement of the operations and/or services to be provided, and during the duration of the Agreement, the Contractor shall file with the County current certificates of all required insurance on forms acceptable to the County, which shall include the following provisions:

A. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the County.

B. The Certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.

C. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County.

The Contractor shall require and ensure that each of its subcontractors providing services here under (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein.

Coverage Required – Unless otherwise specified, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to County.

Coverage

Minimum Amounts and Limits

- Worker's Compensation
  - Statutory requirements at location of Work
- Employer's Liability
  - $ 1,000,000 each occurrence

- $ 1,000,000 disease, aggregate
- $ 1,000,000 disease, each employee

- Commercial General Liability
  - $ 2,000,000 General Aggregate
  - $ 2,000,000 Products-Comp. Ops Aggerate
  - $ 1,000,000 Each Occurrence
  - $ 500,000 Fire Damage
  - $ 0 Medical Expense
- Automobile Liability
  - $ 1,000,000 Combined Single Limit (owned, hired and non-owned)
  - Option of Split Limits:
    - Bodily Injury
      - $ 1,000,000 per Person
      - $ 1,000,000 per Accident
    - Property Damage
      - $ 1,000,000

Insurance carrier(s) must have a minimum financial rating of A-.

Coverage shall apply to the indemnity provided to Flagler County and shall include Flagler County its officers and employees, as additional insureds, not including Worker's Compensation coverage, as regards to liability arising out of the Contractor's performance of the work or the work performed by others on behalf of the Contractor under this Agreement. The insurance afforded to the County shall state that it is primary insurance and shall provide for a severability of interest or cross-liability clause. Prior to entering into the Agreement with the County, the Contractor shall furnish County with Certificates of Insurance (identifying on the face thereof the Project name and Agreement number) as evidence of the above required insurance and such Certificates shall include the following language: Flagler County BOCC as additional insured and an endorsement for which has been issued, subject to a requirement for recurring certificate of insurance every fifteen (15) days from the contract award date until, all obligations under the Contract/Agreement are completed.

Alternatively, in lieu of recurring certificates, the Contractor or Contractor may provide a certificate of insurance that contains a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the County, except that in the event of cancellation

for nonpayment of premium the County shall receive notice as prescribed by state law (10 days). The cancellation clause should read as follows: “Should any of the described policies be canceled or material modified before the expiration date thereof, the issuing company will mail 30 day prior written notice to the certificate holder named below, except that in event of cancellation for nonpayment of premium, the notice shall be 10 days unless a longer time is prescribed by Florida Statute.”

The County will not maintain any insurance on behalf of the Contractor covering loss or damage to the work or to any other property of the Contractor.

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by the Contractor are intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Contractor under the Agreement.

The Contractor shall deliver the original Certificate of Insurance and one copy to the agent of the County.

Notices, in original and one copy, of cancellation, termination and alteration of such policies shall also be provided to the agent of the County.

5. Scope of Work

The purpose for this Invitation to Bid (ITB) is to solicit competitive sealed bids from vendors for furnishing all labor, tools, transportation, supervision, equipment, materials, supplies and incidentals required for complete pest control services of various Flagler County facilities.

Treatment of all facilities shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding county recognized holidays, unless otherwise specified in this ITB. Contractor's personnel shall report to the building supervisor at County facilities prior to performing any service.

County facilities covered under this contract shall be treated at the frequency as specified on the Bid Worksheet. Failure to service any location shall result in a deduction of twice the bid amount for each missed location (two {2} times each monthly bid amount).

Contractor shall have the knowledge and ability to identify all pests to be controlled, and the rate of pesticide application for eradication. Contractor shall notify the County Project Manager of damage symptoms associated with insects, rodents, or other pests. The Contractor shall identify and report in writing to the County Project Manager any environmental conditions that encourage potential insect, rodent, or other pest problems.

5.1. Detailed Specifications

INSECT CONTROL

All pest control services performed under this Contract shall align with Integrated Pest Management (IPM) principles, including accurate pest identification, monitoring, exclusion, sanitation, and targeted treatment methods aimed at minimizing chemical use while ensuring effective control. Contractor shall submit a written IPM plan including monitoring schedule, threshold levels, non-chemical control methods, pesticide rotation strategy, and facility-specific treatment protocols.

The Contractor shall adequately suppress all species that have the potential to affect public health, impede operations or damage property, including but not limited to:

- Indoor populations and invading individuals of insects, arachnids, and other arthropods
- Outdoor populations of potentially indoor-infesting species that are within the property boundaries of the specified buildings
- Nests of stinging insects within the property boundaries of the specified buildings

EXTERIOR

The Contractor shall make treatment of the exterior of the structure the primary line of defense against pest infiltration. All entrance ways to buildings and storage areas shall be treated to prevent the access of pests to these areas. An area of not less than six (6) feet from the base of the structure and all areas under covered walkways, halls, archways, garbage areas, etc.

INTERIOR

The Contractor shall treat all interior areas with chemicals which are non-irritating, odorless, and harmless to facility occupants and visitors. These formulations include liquids, dusts, baits in gel type and placement stations, where appropriate, to kill pests. The Contractor shall treat the interior of all County facilities including but not limited to: office areas, storage areas, restrooms, locker/change areas, closets, stairways, attics, elevators, and food service areas, plus any other building portion or part not specifically described herein.

BUSES/VEHICLES

The Contractor shall inspect, maintain, and provide Pest Control services monthly targeting roaches and silverfish on a fleet of approximately thirty (30) County Transportation Buses. All chemicals used shall be non-irritating, odorless, and harmless to vehicle occupants. Desired areas of treatment for buses are to include but not be limited to the following:

- Entire bus interior to include floors, compartments, drivers' area
- Accessible structural voids
- Trash can storage area

Additional County vehicles shall be treated on an as needed basis at the request of the County Project Manager.

INMATE FACILITIES

The Flagler County Inmate Facility is a secure, controlled environment. All pest control and termite-related services performed within or around this Facility shall fully comply with all security directives established by the Sheriff's Office and Facility administration. Access for service technicians shall be granted only as permitted by security personnel, and the Contractor shall adhere to all entry, identification, escort, and restricted-movement requirements.

Interior Treatment and Inspection Requirements

Interior pest control services may only be performed in accordance with established security procedures. The Contractor shall develop a monthly treatment schedule covering all interior service areas within the Inmate Facility. This schedule must ensure that each individual area is treated during every monthly cycle.

Large kitchen and food-service areas shall be treated twice monthly, unless written direction to modify the frequency is provided by Flagler County General Services/Facilities Division. A written record noting each area serviced, including date and service performed, shall be provided to the Building Supervisor upon completion.

Exterior Treatment Requirements

The exterior of the Inmate Facility may be treated only as permitted by security personnel. Exterior pest control and ant-control treatments shall be performed twice per calendar year in accordance with manufacturer specifications.

The ant-control treatment mixture shall be prepared at 0.06% active ingredient, applied in a one-foot out and one-foot up band around the building perimeter, including first-floor doors, windows, eaves, exterior lighting, shutters, and any nests located within 12 feet of the structure's base. All applications must follow EPA/FIFRA label requirements and FDACS regulatory standards.

Use of Bait Products in Secure Areas

Bait-formulated pesticides used inside the Inmate Facility shall be placed only in locations not accessible to inmates, staff, or visitors. Quantities applied must be limited, and all products used must be non-hazardous and appropriate for use in sensitive, occupied environments consistent with Florida Structural Pest Control regulations.

ANT CONTROL

The County requires that Termidor (or an approved equivalent) be used to treat the external structure of all facilities for ant control. The County requests the Contractor provide and place ant bait stations for interior ant infestation. All ant trails shall be followed to the source and ants shall be exterminated (interior and exterior).

The following guidelines are to be followed for Termidor:

- Shall be mixed at a concentration of 0.06% ai (active ingredient).
- Shall be applied twice annually with the first treatment in October/November, the second treatment shall be in April/May.
- Shall be applied on the outside of the structure in a one (1) foot out and one (1) foot up band on and along the sides of the structure, around doors, windows, eaves, exterior lights, and any building penetrations within twelve (12) feet of the base of the structure; and
- Shall be applied directly to any nests that are found in or near the structure exterior.

Any application of restricted-use pesticides (RUPs), including Termidor or equivalent products, shall be performed by personnel holding appropriate FDACS certification under Chapter 482, Florida Statutes.

TERMITE CONTROL

The Contractor shall provide comprehensive termite control services, including inspection, monitoring, treatment, and warranty coverage, in accordance with all FDACS Structural Pest Control requirements and EPA-approved product label directions.

Annual Subterranean Termite Inspection and Treatment

In addition to normal pest control services, the Contractor shall perform a complete annual subterranean termite inspection of all designated Flagler County facilities between late winter and early spring, or as otherwise requested by Flagler County General Services/Facilities Division. Written WDO/termite inspection reports shall be submitted promptly following each inspection.

All facilities shall be treated, as required by common industry practice, to prevent the presence of subterranean termites and other wood-destroying insects.

The Contractor shall provide a minimum one-year warranty for each facility certifying that it will remain free of termites and other wood-destroying insects. If termite activity or termite damage occurs during the warranty period, the Contractor shall be responsible for all necessary repairs and any required re-treatment, consistent with County precedent for repair-inclusive termite coverage.

Ongoing Visual Observation

The Contractor shall maintain continuous observance for evidence of drywood and subterranean termites while performing routine pest control services, documenting any signs of termite activity or conducive conditions.

Annual Comprehensive Termite Inspection

A thorough annual termite inspection shall be completed for all Flagler County facilities. This inspection shall include accessible interior and exterior structural components, attics, crawlspaces (if present), storage areas, and building perimeters.

Termite Eradication Requirements

Termite eradication—whether for subterranean or drywood termites—shall only be performed after all of the following conditions are met:

- The Contractor has identified the type and species of termite infestation.
- The Contractor has determined the total extent and area of infestation.
- The Contractor has submitted a written cost estimate for eradication to Flagler County General Services/Facilities Division.
- Written authorization to proceed has been issued by the County Contract Administrator.

Pricing for Drywood Termite Spot Treatment

Costs for the spot-treatment of drywood termites shall be calculated on a per-square-foot basis.

Pricing for Subterranean Termite Eradication

Costs for subterranean termite eradication shall be calculated on a per-linear-foot basis, consistent with conventional liquid-barrier methods used in current County termite service accounts.

Whole-Structure Fumigation and Preventive Treatment

Costs for whole-structure tenting required for drywood termite eradication shall be calculated on a per-cubic-foot basis.
Subterranean termite preventive services shall be performed using either the Sentricon® System (monitor–bait–monitor) or Termidor® injection, as approved in writing by Flagler County General Services/Facilities Division. These methods reflect existing County preventive practices and industry-standard subterranean termite control.

PRE-CONSTRUCTION TERMITE TREATMENT

When requested, the Contractor shall provide pre-construction termite soil treatment for new Flagler County buildings or building additions requiring subterranean termite protection.

All pre-construction termite treatment services must comply with:

- Florida Department of Agriculture and Consumer Services (FDACS) rules governing pre-construction soil termiticides,
- Florida Building Code, Section 1816.1.7 (FBC-Building) requirements, and
- EPA/FIFRA termiticide label instructions.

Upon completion of a pre-construction termite treatment, the Contractor shall furnish a Certificate of Compliance to the Building Department containing the following language required under §1816.1.7, FBC-B:

> "The building has received a complete treatment for the prevention of subterranean termites. Treatment is in accordance with rules and laws established by the Florida Department of Agriculture and Consumer Services."

All pretreatments shall be performed under the direction of a Certified Operator in Charge (COIC) licensed under Chapter 482, Florida Statutes, and documented in County records per FDACS reporting standards.

RODENT CONTROL

The Contractor shall inspect the location for rodent entry points upon servicing County facilities and/or when a rodent problem has been reported by the County Project Manager. A written recommendation for eradication shall be prepared and provided to the County Project Manager.

Rodent sticky boards and/or live traps shall be the only method of rodent control. The use of snap traps will not be allowed at any County facility. A diagram of the building showing the location of each sticky board and/or live traps shall be developed and a copy of the diagram provided to the County Project Manager.

Rodent sticky boards and/or live traps shall be placed in inconspicuous places in the facility out of reach of building occupants and visitors. Location identifiers shall be placed in visible locations to indicate the location of non-visible traps.

Rodent sticky boards and/or live traps that are set shall be inspected daily by the contractor. The Contractor shall remove all trapped rodents daily.

All sticky boards and/or live traps shall be removed when the rodent problem has been eliminated and approved by the County Project Manager. Trap location identifiers shall be removed when a trap is removed.

If any other method of rodent control is used, and a rodent dies within the wall of a facility, the Contractor is responsible for the removal of the dead rodent, and the cost to repair the facility to its original condition. This repair work shall be conducted by Flagler County General Services/Facilities Division personnel only. Repair cost will be calculated using actual cost of materials and fifty dollars ($50.00) per man/hour.

FOLLOW UP INSPECTIONS

During the life of the Contract, the premises covered shall be inspected periodically to determine the effectiveness of the programs in progress. The Contractor shall make such inspections, document the results of such inspections in writing and submit to the County. In addition, the County reserves the right to conduct inspections of the pest control program at unannounced times and at unannounced intervals, for evaluation purposes. The Contractor shall promptly initiate actions to correct all deficiencies found.

CALLBACKS

The Contractor shall respond between monthly services for treatment of any pest observed in any covered facility. This service shall be provided at no additional charge to the County. When called back for a retreat, the facility shall be inspected and treated only for the problem that exists. This treatment will not replace the next normal scheduled treatment. All callback service shall be completed within next business day of the facility (based on the operating hours of the facility.)

EXCEPTIONS

Though the following pest control functions are not included in the service pricing, these extraditions may be quoted on a case-by-case basis as needed:

- Bat control
- Bird control
- Snake control
- Bed Bugs
- Wood Borers
- Beehive Removal
- Yellow jacket or wasp removal

- Nuisance Wildlife (ad defined by FWC)
- Fumigation

SECURITY/BACKGROUND CHECK

All service technicians that perform services in County facilities shall have a background check conducted through the Florida Department of Law Enforcement (FDLE) and approved by the County Project Manager prior to working in County facilities. The cost of this background check shall be the responsibility of the Contractor. A copy of all background checks shall be provided to the County Project Manager prior to service being performed. The Contractor shall immediately report any new arrest, criminal charges, or convictions of a current employee to the County Project Manager.

UNIFORMS

Contractor must ensure employees wear uniforms displaying the company name or logo and their own name. Uniforms are not to be dirty, stained or torn. Uniforms shall be always worn while on the job. Contractor should provide and ensure the wearing of protective clothing, masks, eye protection, etc., as required by laws, regulations, ordinances and/or manufacturer's instructions for material and equipment. All vehicles should be clearly identified with the company name.

CHEMICALS

All insecticides, pesticides, fungicides, rodenticides, and traps used in the performance of this service contract shall conform to federal, state and local, and OSHA requirements with respect to their toxic, environmental safety, and public health hazards. They are to be approved and in compliance with existing EPA labeling and the use requirements under the Federal Insecticide, Fungicide, and Rodenticide Act, latest revision.

Contractor shall have available a chemical that can be used in certain offices/areas, where employees have respiratory problems.

When requested, the Contractor shall provide a product label and Material Safety Data Sheet (MSDS) to the for each product used. New MSDS sheets shall be provided prior to the application of any new product in any facility.

Contractor shall comply with all consumer notification requirements under Sections 482.2265 and 482.2267, Florida Statutes, including providing notice of pesticide applications and adhering to the State of Florida registry for individuals requiring prior notification.

RECORD KEEPING/REPORTS

The Contractor shall maintain a pesticide application record keeping system, which includes, at a minimum, the following:

- The specific pest for which the facility was treated.
- The specific location within the facility that was treated.

- The type and quantity of pesticide applied.
- The date and time of application.
- Any difficulties encountered during treatment.

The service report shall be submitted monthly for each facility to the County Project Manager.

Records of pesticide application shall be made available to the County Environmental Management Department, or any federal, state, or local regulatory agency, within two (2) working days after receipt of written request.

Recordkeeping requirements shall meet or exceed standards established in Chapter 482, Florida Statutes, including maintaining accurate service logs available for inspection by authorized regulatory agencies. Monthly service logs must include EPA registration numbers, application method, target pest, applicator name and license number, and chemical quantities used.

All pesticide application records may be made available to the public in accordance with applicable public records laws.

CHILD-SENSITIVE & PUBLIC ACCESS AREAS

Contractor shall follow FDACS restrictions for applications near child-occupied facilities, libraries, parks, and public-access buildings, including notification, signage, and limited-exposure application methods.

PESTICIDE DISPOSAL

The Contractor shall dispose of all pesticides, residue, and containers in accordance with the manufacturer's recommendation and regulatory/legal requirements. Pesticide refuse, and other pesticide-contaminated waste shall not be disposed of in any County refuse containers under the awarded Contract.

PERMITS/LICENSES

The Contractor shall, without additional cost to County, obtain all appointments, licenses, and permits required for the prosecution of the work and for complying with all applicable Federal, State and Local laws. Evidence of such permits and licenses should be provided before work commences on the start date of contract and immediately thereafter in the event of change.

Contractor shall perform all pest control services in accordance with Chapter 482, Florida Statutes, and all regulatory requirements of the Florida Department of Agriculture and Consumer Services (FDACS), Structural Pest Control Program.

PRE-PERFORMANCE CONFERENCE

Prior to commencement of the Contract, the County’s Project Manager and the Contractor shall meet and review the schedule and services to be provided. In addition to the number of service technicians servicing this contract, this schedule must show each facility in the order it appears in this Contract and on or about which day(s) of the month each building will be serviced. This schedule must be mutually acceptable to the

Contractor and the County's Project Manager. The Contractor is required to render all services set forth in this Contract, even though it may be necessary to supply man-hours in addition to the anticipated minimum originally contemplated by the Contractor.

6. Pricing Proposal

PEST CONTROL SERVICES

Enter the Total Annual Cost from each section of the Bid Worksheet provided in the Vendor Questionnaire, Section 7 (2.17).

Line Item	Description	Quantity	Unit of Measure	Total Annual Cost	Total
1	Qtrly Pest Service Total	1	Per Year		
2	Annual Termite Service Total	1	Per Year		
3	Rodent	1	Per Year		
TOTAL					

MISCELLANEOUS

Line Item	Description	Unit of Measure	Unit Cost
1	Vehicle Spraying (As Needed)	Each	
2	Labor Rate - Business Hours (8am-5pm)	Per Hour	
3	Labor Rate - After Hours (5pm-8am)	Per Hour	

7. Vendor Questionnaire

1. Acknowledgements

*1.1. Acknowledgment**

By checking yes, the Respondent acknowledges the following:

- Information provided in the response is true and correct and that the submission of a response is final.
- The Respondent agrees to all terms and conditions contained in this solicitation and related exhibits.
- Respondent further agrees and acknowledges that no proprietary or confidential information has been submitted. By submitting this proposal or entering into this contract, Contractor/Respondent acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.
- Responses may be withdrawn by the Respondent prior to the closing/offer date. Following the closing date, Respondent understands that a response may not be withdrawn.

☐ Yes
☐ No

*Response required

*1.2. Scope of Services Acknowledgement**

By checking yes, vendor acknowledges the above and/or included Scope of Services and will furnish said product and/or services according to the specifications or scope of services detailed within this Solicitation if awarded.

☐ Yes
☐ No

*Response required

*1.3. Revisions, Addenda, Questions & Answers**

By checking yes, the Respondent acknowledges the following:

All answers to questions of substance will be publicly published using the Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided

through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

☐ Yes
☐ No

*Response required

*1.4. E-Verify Requirements**

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 / Consultant on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement, including Subcontractors. Any subcontract entered into by Contractor with any Subcontractor performing work under this contract shall include the following language: "The Subcontractor 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 on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement." The Contractor covenants and agrees that if it is found in violation of this section or the Executive Order, such violation shall be a material breach of this Agreement and Contractor shall indemnify, defend and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

By checking yes, the vendor agrees to comply with the E-Verify requirements as described in this section.

☐ Yes
☐ No

*Response required

*1.5. Insurance Acknowledgement**

By checking yes, Respondent agrees to the insurance requirements as detailed in the Required Types and Limits of Insurance Chart and the Required Types of Insurance; Insurance Requirements; and Proof of Insurance sub-sections in "General Terms and Conditions".

☐ Yes
☐ No

*Response required

*1.6. Name and Title of Authorized Agent of the Respondent**

Respondent acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed below, is authorized to execute contracts/agreements with the County of Flagler, and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Flagler.

If the below-named individual is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a Memorandum of Authority shall be uploaded giving that individual authorization to commit the firm to a contract.

Please provide the Complete Name and Title which shall indicate acknowledgment.

*Response required

1.7. Memorandum of Authority

If the Authorized Signatory identified in Section 1.11 above is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a memorandum of authority, signed by an authorized agent, shall be uploaded in this section giving that individual (Authorized Signatory) the authority to commit the firm to a contract.

*1.8. Conflict of Interest**

The award of this Solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of Flagler County. Further, all respondents must disclose the name of any Flagler County employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its subsidiaries associated with this project. I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.

☐ Yes
☐ No

*Response required

When equals "Yes"

*1.8.1. Enter explanation of the conflict of interest as indicated above. **

*Response required

*1.9. Public Entity Crime Acknowledgement**

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, 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 Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two ($25,000) for a period of 36 months from the date of being placed on the

convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

☐ Yes
☐ No

*Response required

*1.10. Acknowledgment Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

By selecting 'Yes' below, the Respondent certifies to the best of its knowledge and belief, that the firm and any subcontractor/supplier in accordance with a response to this solicitation:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

☐ Yes
☐ No

*Response required

When equals "No"

*1.10.1. Enter explanation of the 'No' response to the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.**

*Response required

*1.11. Scrutinized Companies Certification**

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this Solicitation is for a contract for goods or services where the total contract value is one million dollars ($1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

By selecting 'Yes', the respondent acknowledges and agrees to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies.'

☐ Yes
☐ No

*Response required

*1.12. Do you or any owner(s), principal(s), or officer(s) of your firm currently serve on any Flagler County board(s) or committee(s)?**

☐ Yes
☐ No

*Response required

When equals "Yes"

*1.12.1. If you indicated YES to Flagler County board/committee question above...**

Please list the individual's full name(s) and the board(s) and/or committee(s) on which they serve.

*Response required

2. Forms/Documentation

*2.1. Bid Submittal Form **

Please download the Bidder's Certification form below, complete, and upload.

- Bidder's_Certification.docx

*Response required

*2.2. Drug-Free Workplace**

Please download the below documents, complete, and upload.

- DRUG_FREE_WORKPLACE.pdf

*Response required

2.3. Hold Harmless Agreement

Please download the below document, complete, and upload.

Only upload if applicable in accordance with Florida Law.

- Flagler_Hold_Harmless_Agree...

2.4. Certification Affidavit of Prime Contractor as Local Business

To claim local preference, Respondent must meet the requirements as set forth in the General Terms and Conditions, Section 2.15, and understand these requirements shall remain for the entire term of the agreement. Failure to notify the County of any change in status as a result of an awarded agreement may result in breach.

Please download the Local Vendor Affidavit below, complete, and upload to claim Local Preference.

- Local_Vendor_Affidavit.pdf

*2.5. Prohibition Against Contingent Fees**

Respondent shall properly complete, notarize and upload the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the

respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this contract.

- Prohibition_Against_Contige...

*Response required

*2.6. Human Trafficking Attestation Pursuant to Section 787.06, Florida Statutes**

A duly authorized officer or representative of the Respondent (non-governmental entity) shall complete the included Flagler County Human Trafficking Attestation Form in compliance with Section 787.06(13), Florida Statutes, (2024).

Download the attached form, complete, and upload completed form.

- Flagler_Human_Trafficking_A...

*Response required

*2.7. References **

Please download the below documents, complete, and upload.

The information provided in this section, must be current and the County must be able to contact references for verification as part of the evaluation process. It is the firm's responsibility to ensure E-mail addresses provided are current and accurate.

Unless specifically asked by Flagler County, the County shall not be listed as a reference. The respondent shall provide examples of similar projects which best illustrates the Consultant's qualification for the scope of services.

- References_Form_11.18.24.pdf

*Response required

*2.8. W-9**

Please attach current W-9 Form

*Response required

*2.9. Proof of Insurance **

Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Flagler County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response

*Response required

*2.10. FDACS Commercial Pest Control License**

Provide FDACS Commercial Pest Control Business License number.

*Response required

*2.11. Certified Operator**

Provide name and certification number of Certified Operator in Charge.

*Response required

*2.12. Professional Certification**

Provide copies of FDACS technician ID cards.

*Response required

*2.13. Florida Department of State, Division of Corporations' Detail by Entity Name Report **

Florida Department of State, Division of Corporations' Detail by Entity Name Report

Provide a Florida Department of State, Division of Corporations' detail by entity name report for your firm, available at www.sunbiz.org. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Contract.

*Response required

*2.14. Registration on Sunbiz.org**

☐ Yes
☐ No

*Response required

When equals "Yes"

*2.14.1. Please provide your Sunbiz.org Document Number**

*Response required

When equals "Yes"

*2.14.2. Please upload your Sunbiz.org certificate.**

*Response required

*2.15. Registration on SAM.gov**

For any federally funded project, bidder agrees to register on SAM.gov if awarded a contract under this solicitation.

☐ Yes
☐ No

*Response required

When equals "Yes"

*2.15.1. Please provide your UEI#**

*Response required

*2.16. IPM Plan**

Provide written IPM (Integrated Pest Management) plan.

*Response required

*2.17. Bid Worksheet**

Please download the below document, complete, and upload. The totals from each section of the worksheet must be entered in the corresponding line items of the Pricing Proposal, Section 6.

- 26-ITB-020_Bid_Worksheet.xls

*Response required

8. Definitions

As used in this Bid, the following terms shall have the meanings set forth below:

Agreement: Result from this solicitation between the County and the Contractor, which is this Bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

Agreement Administrator: The Director of Purchasing and Contracts or designee shall serve as Agreement Administrator. The Agreement Administrator shall be responsible for addressing any concerns within the scope of the Agreement. Any changes to the resulting Agreement shall be made in writing and authorized by the Director of Purchasing and Contracts.

Contractor: The person or entity duly authorized, upon award of an invitation to bid (ITB), to have an Agreement with the County to provide the product and/or services set forth herein and incurring liability for the same.

Contractor's Project Manager: The Project Manager has responsibility for administering this Agreement for the successful Bidder(s) and will be designated prior to the issue of the resulting Master Agreement or Purchase Order.

County: Shall mean Flagler County Board of County Commissioners (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

County's Project Manager(s): The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Procurement and Contracts Manager for Flagler County Board of County Commissioners.

Master Agreement: The payment vehicle through with the successful Bidder(s) shall be compensated. This Agreement will be issued in accordance with the specifications, terms, and conditions of this Bid document and shall be valid for a specified period of time with a specific dollar value, which shall not be exceeded annually.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Preference: The method of the reducing the proposed Bid or quote price by a designated percentage for the sole purpose of determining the lowest price when compared to other prices submitted during a competitive solicitation.

Protest: Refer to Procurement Manual at https://www.flaglercounty.gov/departments/financial-services/purchasing.

Purchase Order: The County's written document to the Contractor formalizing the proposed transaction, such as a description of item(s)/services, delivery location, payment terms, invoice address and transportation. If there are any conflicts between the Purchase Order and the resulted awarded ITB the terms of the ITB shall prevail.

Respondent: One who submits a response to an invitation to bid (ITB).

Response: A Contractor's offer to the County in response to an invitation to bid (ITB) issued by a purchasing authority.

Subcontractor: A person other than a materialman or laborer who enters into a contract with a Contractor for the performance of any part of the Agreement documents.

Turnkey Solution: A complete solution that is supplied, installed, or purchased in a condition ready for immediate use, occupation, or operation within a specified time frame.

Purchase Order (PO) Terms and Conditions

Providing any goods or service authorized by the PO constitutes acceptance of this entire PO without exception.

This PO authorizes delivery of the listed items or services. If a solicitation number is referenced, the terms and conditions of said solicitation become part of this PO. Deviation from prices on the PO is not permitted without a signed, corrected PO or Change Order. The "Provider" herein is the vendor of the goods or service under the approved PO.

Delivery. Shipping is defined as ***Freight on Board (FOB) Destination, Freight Allowed***. Title and risk of loss shall pass when items have been received, inspected, and accepted by Flagler County ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider. Acceptance of information technology hardware or software is contingent upon completion of a third party risk management assessment to the satisfaction of the County's IT Director.

Discontinued. Provider shall give County thirty (30) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within twenty-five (25) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within thirty (30) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Governing Law/Jurisdiction/Venue. This PO shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO shall be in Flagler County, Florida. The parties to this PO knowingly, voluntarily and intentionally waive their rights to a jury trial. Each party agrees to bear its own costs and attorneys' fees relating to any dispute arising under this PO. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability, worker's compensation ***(or state-issued exemption)*** and auto insurance in the amounts acceptable to the County thereto pertaining to this PO, *and* from an A.M. Best "A—" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require that "Flagler County" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third-party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent (collectively "Intellectual Property), as provided under this PO, infringes or misappropriates any third party's intellectual property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Provider shall, at Provider's expense, indemnify, defend, and hold harmless the County, its officers, agents, and employees from or on account of any and all claims, actions, lawsuits, losses, expenses, injuries, damages, judgments, or liabilities of any kind whatsoever resulting from, arising out of, allegedly arising out of, or in connection with the Provider's performance or nonperformance of services pursuant to this PO, whether said services are performed by the Provider, its agents, sub-agents, subcontractors, suppliers, appointees, or employees, or on behalf of the Provider, unless said claims, actions, lawsuits, losses, expenses, injuries, damages, judgments, or liabilities result from, arise out of, or are in connection with the actions of the County, its officers, agents, or employees, for the sole benefit of the County and unrelated to the Provider's performance or nonperformance of its services under this PO.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO quantity, or items shipped at a higher price than stated on the PO. Neither this PO nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to Flagler County Board of County Commissioners, Attention: Purchasing Department, 1769 E. Moody Boulevard, Building 2, Bunnell, Florida, 32110, or if by email: rrounds@flaglercounty.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of the County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or

remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a County Contract, the originating County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO number. Pursuant to Chapter 218, F.S., the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within 45 (forty-five) days after receipt of the entire order of the commodity or service AND a properly completed invoice, whichever is later. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO shall create any obligation on the part of the County to pay directly to any subcontractor or supplier of Provider any monies due to such subcontractor or supplier or claims of such subcontractor or supplier for amounts owed by Provider to subcontractor or supplier for goods or services provided under this PO.

Sovereign Immunity. The County expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with §768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Contract and/or this PO to the contrary, nothing in the Contract and/or this PO shall be deemed as a waiver of immunity of limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort.

Taxes. County is tax exempt from Florida sales tax (Exemption # 85-8013245979C-5). Certificates are available upon request.

UCC. In addition to any rights or remedies contained in this PO, each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Provider's Terms and Conditions. If Provider's terms and conditions conflict with the County's Terms and Conditions, the County's Terms and Conditions shall prevail.

Warranty. Provider warrants that all work or services performed under this PO shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO), and free from defects and pursuant to specifications and requirements of the contract and/or to this PO. Provider warrants merchantability of all goods or services and that they are fit for the ordinary purposes they are intended to serve.

Office of Procurement and Contracts
1769 E. Moody Blvd, Bldg 2
Bunnell, FL 32110

FLAGLER COUNTY FLORIDA

www.flaglercounty.gov
Phone: (386) 313-4008
Fax: (386) 313-4108

QUESTION & ANSWER REPORT

ITB No. 26-ITB-020

Pest Control Services

RESPONSE DEADLINE: August 20, 2026, at 2:00 pm

Thursday, August 13, 2026

1. Flagler County Facilities
Aug 2, 2026, 9:53 PM
Question: How many buildings are there in total and what is the approximate square footage 3f each building?
Aug 2, 2026, 9:53 PM
Answered by Kelly Bowman: This information has been provided in the Bid Worksheet that is found in Section 7: 2.17.
Aug 3, 2026, 4:35 PM

2. Funding
Aug 2, 2026, 9:54 PM
Question: Is there a projected budget for this requirement for the county?
Aug 2, 2026, 9:54 PM
Answered by Kelly Bowman: The annual spend on the current contract is approximately $50,000.
Aug 3, 2026, 4:35 PM

3. No subject
Aug 3, 2026, 3:24 PM
Question: How many buildings are there in total and what is the approximate square footage of each building?
Aug 3, 2026, 3:24 PM
Answered by Kelly Bowman: Please see question #1.
Aug 3, 2026, 4:35 PM

4. Pest Control Services Bid
Aug 3, 2026, 10:01 AM
Question: Is there a previous contract for this project that can be reviewed?
Aug 3, 2026, 10:01 AM

Andy Dance	Greg Hansen	Kim Carney	Leanne Pennington	Pam Richardson
District 1	District 2	District 3	District 4	District 5

Answered by Kelly Bowman: This would require a public records request. You can make a request by emailing publicrecords@flaglercounty.gov.
Aug 5, 2026, 7:55 AM

5. Previous Bid Tabulation Sheet
Aug 4, 2026, 8:16 AM
Question: How can I get a copy of the previous Bid Tab sheet?
Aug 4, 2026, 8:16 AM
Answered by Kelly Bowman: Please see question 4.
Aug 5, 2026, 7:55 AM

6. Pest Control Services Bid
Aug 3, 2026, 10:00 AM
Question: On the pricing sheet you have a line item for termite services, however there isnt any mention of termite treatment methods or expectations in the protocol. Can you provide this information?
Aug 3, 2026, 10:00 AM
Answered by Kelly Bowman: Please see Addendum #1.
Aug 5, 2026, 8:04 AM

7. No subject
Aug 10, 2026, 4:36 PM
Question: The wording of the buses/vehicles section on the ITB Package says "Contractor shall inspect, maintain, and provide services monthly" Also, the Inmate Facility specifies "Twice Monthly." Every building on the response sheet is currently listed as Quarterly. Can you confirm which information is correct?
Aug 10, 2026, 4:36 PM
Answered by Kelly Bowman: The duration of services provided in the Scope of Work are correct. We are asking you to convert the cost of those services, whether it be monthly, twice a month, etc., to a quarterly cost on the Bid Worksheet.
Aug 11, 2026, 11:24 AM

8. No subject
Aug 10, 2026, 2:32 PM
Question: Will flea treatments be required for the dog parks under this quarterly pricing?
Aug 10, 2026, 2:32 PM
Answered by Kelly Bowman: Yes, flea treatments should be included in the pricing for the dog parks.
Aug 11, 2026, 11:24 AM

9. Rodent Boxes
Aug 10, 2026, 2:54 PM
Question: The Rodent Tab does not specify the service frequency (Monthly, Bi-Monthly, Quarterly) of the boxes. Is this up to the company to decide/submit, or does the County have a preference?
Aug 10, 2026, 2:54 PM

Answered by Kelly Bowman: The County prefers monthly service.
Aug 11, 2026 3:28 PM

Office of Procurement and Contracts
1769 E. Moody Blvd, Bldg 2
Bunnell, FL 32110

FLAGLER COUNTY FLORIDA

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Phone: (386) 313-4008
Fax: (386) 313-4108

Addendum No.: 1
Solicitation No.: 26-ITB-020
Solicitation: Pest Control Services
Addendum Date: August 5, 2026
Procurement Contact: Kelly Bowman

This addendum is issued to provide all prospective bidders/offerors with information on questions, clarifications, and revisions made to the solicitation. **This addendum is hereby incorporated in and made a part of 26-ITB-020.**

SECTION 5, SCOPE OF WORK

Added the following sections:

INMATE FACILITIES

TERMITE CONTROL

PRE-CONSTRUCTION TERMITE TREATMENT

NOTE: Items that are ~~struck through~~ are deleted. Items that are underlined have been added or changed. All other terms and conditions remain as stated in the ITB.

INSTRUCTIONS:

Receipt of this addendum must be acknowledged as instructed in the solicitation document. Failure to acknowledge receipt of this Addendum may result in the response being deemed non-responsive.

All questions, clarifications, and inquiries relating to this solicitation, should be posted in OpenGov in the "Questions" space provided. If you require assistance with navigating OpenGov, contact the Office of Procurement and Contracts at purchasing@flaglercounty.gov

It is the bidder/proposer's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this solicitation. Lack of understanding and misinterpretation of any portions of this solicitation shall not be cause for withdrawal of your response after opening or for subsequent protest of award.

END OF ADDENDUM NO. 1

Andy Dance	Greg Hansen	Kim Carney	Leanne Pennington	Pam Richardson
District 1	District 2	District 3	District 4	District 5

Office of Procurement and Contracts
1769 E. Moody Blvd, Bldg 2
Bunnell, FL 32110

FLAGLER COUNTY FLORIDA

www.flaglercounty.gov
Phone: (386) 313-4008
Fax: (386) 313-4108

Addendum No.: 2 – Final Addendum
Solicitation No.: 26-ITB-020
Solicitation: Pest Control Services
Addendum Date: August 13, 2026
Procurement Contact: Kelly Bowman

This addendum is issued to provide all prospective bidders/offerors with information on questions, clarifications, and revisions made to the solicitation. **This addendum is hereby incorporated in and made a part of 26-ITB-020.**

Added:

SECTION 9, ATTACHMENTS/EXHIBITS

Attachment B – Questions & Answers Report

NOTE: Items that are ~~struck through~~ are deleted. Items that are underlined have been added or changed. All other terms and conditions remain as stated in the ITB.

INSTRUCTIONS:

Receipt of this addendum must be acknowledged as instructed in the solicitation document. Failure to acknowledge receipt of this Addendum may result in the response being deemed non-responsive.

All questions, clarifications, and inquiries relating to this solicitation, should be posted in OpenGov in the "Questions" space provided. If you require assistance with navigating OpenGov, contact the Office of Procurement and Contracts at purchasing@flaglercounty.gov

It is the bidder/proposer's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this solicitation. Lack of understanding and misinterpretation of any portions of this solicitation shall not be cause for withdrawal of your response after opening or for subsequent protest of award.

END OF ADDENDUM NO. 2

Andy Dance	Greg Hansen	Kim Carney	Leanne Pennington	Pam Richardson
District 1	District 2	District 3	District 4	District 5

PEST PREVENTION - COMMERCIAL

Massey Services' Commercial Pest Prevention Programs are well rooted in the concepts of IPM, Integrated Pest Management. Integrated Pest Management puts emphasis on pest ID and biology, inspection, trapping, removal and exclusion which are major points of focus in all Massey Services' Pest Prevention Programs. Fundamentally, Pest Prevention is a holistic approach to insect and rodent pest management. Each pest program has been designed so that a Technician will be able to provide a customized service of a property based upon inspections throughout the entire interior and exterior of that property. Whether it's treatment for mosquitoes, rodents, flies, stored product pests, cockroaches or any indoor pests, Massey's Technicians are taught to begin each service with an inspection of the structure and property to identify Conditions that are conducive to pests, Avenues of entry for pests and Sources of pest activity. Technicians are educated to identify cultural and environmental elements in and around the structure that contribute to the success of the pests and how to communicate to the Customer ways to eliminate these issues. The use of baits, dusts, granular and/or liquid remedies is directed by Massey's Training & Technical Department. They have created and regularly review a seasonally, adjusted, annual material use program which includes environmentally responsible pest specific treatment protocols.

The principals of Pest Prevention are utilized on behalf of the customer through the collaboration of the Technician and Service Manager. The Service Manager is responsible for assigning each day's work to the Technicians under his charge. The time, tools and materials required to meet the needs of each customer serviced is assigned by the Service Manager to Massey's Pest Prevention Technicians. At the end of each day the Service Manager meets with each Technician to verify the day's assignments were completed successfully, review results, adjust resources and schedule Pro Active Follow Up Services. Pro Active Services are additional services scheduled at the discretion of the Technician or Service Manager to ensure expected results are attained for certain pest issues (rodents, cockroaches, Mega colony ants, etc.).

Massey Services is recognized as an innovative and environmentally responsible industry leader. From our decision in 1986 to eliminate the use of organophosphate pesticides from our product mix to the more recent awards and recognition from both state and national organizations for environmental excellence, including the Orange County Florida Environmental Excellence Award and two-time recognition by the E.P.A. for Pesticide Environmental Stewardship, environmental responsibility remains a hallmark of Massey Services Massey Services Technicians are trained and equipped to follow service strategies that support their efforts to provide responsible Pest Prevention Services. This includes Inspection, Pest Removal, Population Reduction, Environmental Modification, Exclusion, Customer/Occupant Education and finally material application.

Massey Technicians are equipped as follows:

Inspection

- Flashlight
- Small metal spatula
- Extendable inspection mirror
- Screwdrivers
- Pliers
- Socket set
- Adjustable Wrench
- Cordless Drill
- Drill Bits
- Hammer

Removal – Population Reduction

- HEPA Vacuum
- Massey Insect Detection Traps (IDT) or EZ Conceal Insect Monitor
- Rodent Traps
    - T-Rex, Kness, Victor Snap traps
    - Multi-catch mouse traps
    - Secured exterior bait stations
        - Carry a brush for cleaning the bait stations and tin cats
- Pheromone Traps

Exclusion

- Caulk and caulk gun
- Expandable foam
- ¼ inch hardware cloth
- Screen material
- Staple gun & adhesive
- Copper Stuf-Fit and/or foam
- Xcluder fill fabrics
- Rid-O-Mice weep hole cover
- Xcluder door sweep

Material Application Tools and Equipment

- B & G
- Hand Duster (White Crusader or Bellows)
- Bait Gun
- Accu-Spray
- Actisol/B & G PAS
- 50 to 100 Foot extension cord

Approved Pest Prevention Materials

- Seasonally adjusted material rotation plan
- Low impact baits, dust and containerized materials

Service Documentation & Education Materials

- iPad
- Massey Service, Inc. Logbook at customer sites
- Pest Prevention Service Report
- Device Maps
- Corporate Account Protocols
- Pest Specific Service Protocols
- Pest Specific Fast Facts Educational Materials

The Service Procedures detailed below are intended to first impact the pest population present at the time of service and then influence the environment through trapping, exclusion and/or baiting to prevent establishment of new pest populations. A thorough inspection followed by a detailed service will establish a level of influence that will ensure performance of our Pest Prevention Program and customer satisfaction.

Service Procedures:

- Upon arrival at an account
  - Meet the primary contact person
  - Inquire if they have had any ongoing pest issues since the last service
  - Inform them what to expect from the service for the day.
- Review the logbook to ensure the following documents are current:
  - pest sighting log
  - Corrective action
  - Current device map
  - Approved pesticide
  - Safety Data Sheet
  - Licenses
  - Service reports.

Service Overview:
INTERIOR

- Frequency of inspections/services will be based on the service agreement or Corporate Account Protocols and are usually set up monthly, twice a month, or weekly. The accounts should be broken into zones for healthcare and hospitality facilities, restaurants (Wendy's), retail stores (PetSmart, Aldi), and convenience stores (Wawa, RaceTrac, and Murphy USA).
- Service actions are directed by needs identified during inspections, including pest activity in and around the account, pests trapped on the monitoring devices, sanitation, and

structural deficiencies. Corrective actions will be addressed through population reduction using physical removal, exclusion and trapping, resolving sanitation and structural deficiency, and the application of approved contact materials. When appropriate, containerized baits, gel baits, and crack & crevice residual materials may be applied.

- Most commercial accounts will have one or more of these interior monitoring programs and should be serviced as part of the regular service.
  - Interior Rodent Trap
  - Pheromone Trap
  - Insect Light Trap
  - Insect Detection Traps

  - **Interior Rodent Trap (IRT):**
    - Device map in the logbook should have current location of all the IRT.
    - Open the Tin Cat.
    - Punch the date tag or scan the bar-code.
    - Record the activity status.
    - Remove and replace the glue board (if installed) and clean the station using a brush or appropriate other tools (if applicable)
    - Close the Tin Cat.

  - **Pheromone Trap (PT):**
    - Device map in the logbook should have current location of all PT.
    - Inspect the PT, document the date and total number of pests trapped on the trap during the service and service report.
      - The new trap catch count will be determined by subtracting the current trap count from the previous trap count data.
    - The pheromone lures and traps must be replaced based on manufactures recommendation or as required by the account protocol **or if is more than 1/3 full.**

  - **Insect Light Trap (ILT):**
    - Device map in the logbook should have current location of all the ILT.
    - Open the ILT.
    - Punch the date tag or scan the bar-code.
    - Record the total number of insects trapped by pest categories (house flies, large flies, fruit flies, small flies, etc.) on the service report.
    - Wipe down the bulbs free of dirt and debris.
    - Remove and replace the glue board as needed.
    - Close the ILT.

  - **Insect Detection Trap (IDT):**
    - Place your monitors within either a potential (or actual) roach harborage or along a 'travel point', which is the avenue that a roach uses to go from its

harborage to its food source. These spots are where you place bait…out of sight, but where they can be accessed and not swept away.
- If you are monitoring a drop ceiling area, mark the ceiling areas with colored dot where you have placed the monitors for easy viewing.
- Avoid placing the traps in wet areas or on floor that get washed regularly.
- Replace any monitors that you find missing during your inspections or if it has activity or dust on it. Place an additional one on either side of the IDT until captures cease.
- Record the total number of insects trapped by pest categories (Cockroaches, crawling insects, etc.) on the service report.

- **Exterior** – Exterior services include inspections to identify conditions, avenues, and sources that could lead to or contribute to ongoing pest issues. Crawling insect populations and rodent activity will be addressed by identifying and addressing structural and sanitation issues, through exclusionary services and the application of approved baits, granules, or contact materials. The frequency of rodent inspections/services will be established based on the corporate account protocol or level of rodent activity. In most cases, exterior services are done monthly and will include exterior rodent bait station monitoring program.

  - **Rodent Program:** The exterior rodent bait station (RBS) will be placed around the facility based on the history of rodent activity, typically 30 to 50 feet apart or based on the customer-approved protocol. The RBS will be labeled and have a date tag or barcode inside. During each service, the station will be cleaned, baits replaced, and the date tag marked off or the barcode scanned for that month's service. Rodent activity and the number of bait blocks replaced will be documented on the service reports.
    - **RBS Monitoring Protocol**
      - Device map in the logbook should have current location of all the RBS.
      - Open the bait station using appropriate key.
      - Clean the station using brush or other appropriate tools.
      - Punch the date tag or scan the bar-code.
      - Replace the baits monthly.
      - Record the activity status.
      - Close the station.
    - **Exterior Service**
      - Apply insect bait (use material rotation chart) based on inspection and seasonal conditions to turf and plant bed around the facility.
      - Apply residual insecticide to exterior door and entry points, and the foundation may also be treated to a height of 1 to 3 feet. Read product label to ensure compliance.

SUBMITTAL BOND

STATE OF Florida Bond no.:

COUNTY OF Flagler

KNOW ALL MEN BY THESE PRESENTS that Massey Services Inc., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 1801 S Nova Rd. South Daytona, FL 32119, Tel.: (386)248-3200, (hereinafter called "PRINCIPAL"), and Massey Services Inc, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 1801 S Nova Rd. South Daytona, FL 32119, Tel.: _____ (hereinafter called "SURETY"), are held and firmly bound unto Flagler County Board of County Commissioners as COUNTY, a body corporate and politic and a subdivision of the State of Florida, whose address is Flagler County Board of County Commissioners, 1769 E. Moody Blvd, Bldg. 2, Bunnell, FL 32110, Tel.: (386) 313-4000, (hereinafter called "OBLIGEE"), in the penal sum of Forty-three thousand Six Hundred Forty-Five dollars and (50)/100 ($ 43,645.50), lawful money of the United States, for the payment of which sum will and truly to be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying Bid, dated August 18th, 2026, for:

Contract No, Project Title 26-ITB-020

Project address and/or legal description [if applicable]

Multiple sites in Flagler County

General description of Work

Services for general pest, termite, and rodents

NOW, THEREFORE,

A. If the principal shall not withdraw said Proposal within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the County in accordance with the Proposal as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said Proposal within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the County the difference between the amount specified in said Proposal and the amount for which the County may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

[The remainder of this page has been purposefully left blank.]

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 18th day of August, A.D. 2026, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. *Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original Bid bond and financial statement of Surety Company).*

PRINCIPAL:

Bryan Mumme
Signature

Division Vice President - Commercial
Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary *(Affix Corporate Seal)*

WITNESSES:

John A Fazio

GM - Daytona Commercial

SURETY

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

Telephone

ATTEST:

Signature

Corporate Secretary *(Affix Corporate Seal)*

WITNESS:
A.M. Best No.
NAIC No.:

STATE OF Florida
COUNTY OF Orange

Before me this day personally appeared Bryan Mumme *(affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the* _____ *(corporate surety) and that this person has been authorized by* Massey Services _ *(corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of Flagler County Board of County Commissioners.*

Signature of Affiant

Sworn to and subscribed before me by means of ☐ *physical presence or* ☑ *online notarization this* 20 *day of* August 2026 *by* Bryan Mumme _, *who is/are personally known to me or who has/have produced* _____ *as identification.*

NOTARY PUBLIC – STATE OF

Type or print name: Jennifer Mohs

Commission No.

Commission Expires

(Seal)

JENNIFER MOHS
MY COMMISSION EXPIRES
03-30-2029
NOTARY
PUBLIC
COMM. # HH 619796
STATE OF FLORIDA

DRUG FREE WORKPLACE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, (print/type name of firm):

Massey Services

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

John A Fazio
Authorized Signature

8/18/2026
(Date)

John Fazio
(Print Name)

STATE OF FLORIDA, COUNTY OF Orange

The foregoing instrument was acknowledged before me this 18 day of August, 2026 by John FAzio, who is personally known to me or who has produced ____ as identification and who did take an oath.

My Commission Expires:

Jennifer Mohs
Notary Public

JENNIFER MOHS
MY COMMISSION EXPIRES 03-30-2029
NOTARY PUBLIC
COMM. # HH 619796
STATE OF FLORIDA

Contractor Name:
Vendor (VSS) ID:
Contract Number:

HUMAN TRAFFICKING ATTESTATION PURSUANT TO SECTION 787.06, FLORIDA STATUTES

Name of Entity/Contractor: Massey Services Inc ("Nongovernmental Entity")

This form has been completed by a duly authorized officer or representative of the Nongovernmental Entity in conjunction with the execution, renewal, or extension of a contract with County of Volusia, a governmental entity and political subdivision of the State of Florida, ("Governmental Entity") in compliance with Section 787.06(14), Florida Statutes, (2025).

The Nongovernmental Entity acknowledges that Section 787.06(14), Florida Statutes, provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services. For purposes of this requirement, "labor" means work of economic or financial value and "services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term, "services" includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Pursuant to Section 787.06, Florida Statutes, when a contract is executed, renewed, or extended between you, a nongovernmental entity, and Volusia County, a governmental entity in the State of Florida, you are hereby providing this affidavit under penalties of perjury that you do not use ***coercion for labor or services.*** Coercion includes, without limitation, using or threatening to use physical force against any person; restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; causing or threatening to cause financial harm to any person; enticing or luring any person by fraud or deceit; or providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

This signed attestation is provided to the Governmental Entity to comply with the statutory requirement. If, at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

This attestation is made for the benefit of, and reliance by, the Governmental Entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: John A Fazio Title: General Manager

Signature: John A Fazio Date: 8/10/26

PROHIBITION AGAINST CONTINGENT FEES:

In accordance with Florida Statute 287.055(6)(a), the following statement, duly signed and notarized, must be included in each proposal:

The firm, MASSEY SERVICES, warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.

By John A Fazio Date 8/18/2026
(Signature)

By JOHN FAZIO/GENERAL MANAGER
Corporate Officer Name & Title

STATE OF Florida
COUNTY OF ~~Flagler~~ Orange

Sworn to/affirmed and subscribed before me this 18th *day of* August, 2026 *by* John Fazio, *who is personally known to me or who has produced* _____ *as identification.*

Jennifer Mohs
NOTARY PUBLIC – STATE OF Florida

Type or print name: Jennifer Mohs

Commission No.: _____

Commission Expires: _____

JENNIFER MOHS
MY COMMISSION EXPIRES 03-30-2029
NOTARY PUBLIC
COMM. # HH 619796
STATE OF FLORIDA

REFERENCES

Agency **#1**	City of Holly Hill
Address	1065 Ridgewood Ave
City, State, ZIP	Daytona Beach, FL 32117
Contact Person	Steve Juengst
E-mail	sjuengst@hollyhillfl.org Phone:
Date(s) of Service	Feb 1995 - Current
Type of Service	Pest Prevention Monthly
Comments:	
Agency **#2**	City of Flagler Beach
Address	PO Box 70
City, State, ZIP	Flagler Beach, FL 32136
Contact Person	Eric Whitwam
E-mail	ewhitwam@cityofflaglerbeach.com Phone:
Date(s) of Service	July 2013 - Current
Type of Service	Pest Prevention Monthly
Comments:	
Agency **#3**	City of Marco Island
Address	50 Bald Eagle Dr
City, State, ZIP	Marco Island, FL 34145
Contact Person	Jose Muchati
E-mail	jmuchati@cityofmarcoisland.com Phone:
Date(s) of Service	OCT 2009 - Current
Type of Service	Pest Prevention Monthly
Comments:	

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Massey Services, Inc,

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

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

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

315 Groveland Street

6 City, state, and ZIP code

Orlando, FL 32804

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	2	5	5	7	1	5	0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person Cynthia Holder Date 1/16/24

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/8/2026

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 this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McGriff, a MMA LLC Company
485 N. Keller Road Suite 551
Maitland FL 32751

CONTACT NAME: Karie L. Evans
PHONE (A/C, No, Ext): 407-691-9600 FAX (A/C, No): 888-635-4183
E-MAIL ADDRESS: MCG.CertOrlando@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American Risk Solutions Surplus	35351
INSURER B : Safety National Casualty Corporation	15105
INSURER C : QBE Specialty Insurance Company	11515
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 131MASSESER
Massey Services, Inc.
315 Groveland Street
Orlando FL 32804

COVERAGES **CERTIFICATE NUMBER:** 1114878882 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	PLE66240405	1/31/2026	1/31/2027	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Pollution						MED EXP (Any one person)	$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 2,000,000
	POLICY X PRO-JECT X LOC						GENERAL AGGREGATE	$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 4,000,000
							Per Project Max Agg	$ 10,000,000
B	AUTOMOBILE LIABILITY	Y	Y	CA6676889	5/1/2026	5/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR	Y	Y	142000572	1/31/2026	1/31/2027	EACH OCCURRENCE	$ 3,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	Y	LDS4069309	5/1/2026	5/1/2027	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Pest Control Operations Errors & Omissions			PLE66240405	1/31/2026	1/31/2027	Each Error/Omission Aggregate	$2,000,000 $4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Auto Excess Liability Policy:
National Fire & Marine Insurance Company, Policy #42RLO34638601, Effective 1/31/26 to 1/31/27, Limit $2,000,000

Excess Liability Policies:
Allied World Assurance Company, Policy #03141554, Effective 1/31/26 to 1/31/27, Limit $5,000,000 Occurrence / $5,000,000 Aggregate
Colony Insurance Company, Policy #EXO4287007, Effective 1/31/26 to 1/31/27, Limit $5,000,000 Occurrence / $5,000,000 Aggregate
Canopius US Insurance, Policy #CUSUXS6000159, Effective 1/31/26 to 1/31/27, Limit $5,000,000 Occurrence / $5,000,000 Aggregate

See Attached...

CERTIFICATE HOLDER
Massey Services Inc.
315 Groveland St.
Orlando FL 32804

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Detail by Entity Name

Florida Profit Corporation
MASSEY SERVICES, INC.

Filing Information

Document Number	H41017
FEI/EIN Number	59-2557150
Date Filed	02/05/1985
State	FL
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	12/17/2009
Event Effective Date	12/18/2009

Principal Address

315 GROVELAND STREET
ORLANDO, FL 32804

Changed: 03/18/2019

Mailing Address

315 GROVELAND STREET
ORLANDO, FL 32804

Changed: 11/22/2024

Registered Agent Name & Address

LOWMAN, WILLIAM R., JR., ESQ.
SHUFFIELD, LOWMAN & WILSON, PA
1000 LEGION PLACE, SUITE 1700
ORLANDO, FL 32801

Name Changed: 03/18/2019

Address Changed: 03/18/2019

Officer/Director Detail

Name & Address

Title Director, President, CEO

MASSEY, ANTHONY L.
315 GROVELAND STREET
ORLANDO, FL 32804

Title Secretary

Ewing, Linda
315 GROVELAND STREET
ORLANDO, FL 32804

Title Director, Executive Vice President, CFO

NOWRY, JEAN-MARIE
315 GROVELAND STREET
ORLANDO, FL 32804

Title Executive Vice President, Operations, COO

DOUGHERTY, EDWARD
315 GROVELAND STREET
ORLANDO, FL 32804

Title VP, Customer Service

Buhler, Jeffrey F.
315 GROVELAND STREET
ORLANDO, FL 32804

Title VP, Marketing

CHURCH, REBECCA
315 GROVELAND STREET
ORLANDO, FL 32804

Title VP, Quality Assurance

JONES, ADAM
315 GROVELAND STREET
ORLANDO, FL 32804

Title VP, Business Development

ROBINSON, IAN
315 GROVELAND STREET
ORLANDO, FL 32804

Title VP, Commercial Services

BEARD, RICK
315 GROVELAND STREET
ORLANDO, FL 32804

Title VP, Fleet & Assets

HERNANDEZ, HERIBERTO
315 GROVELAND STREET
ORLANDO, FL 32804

Title Director

MASSEY, CAROL A.
315 GROVELAND STREET
ORLANDO, FL 32804

Title Director, Senior VP

Massey-Farrell, Andrea L.
315 GROVELAND STREET
ORLANDO, FL 32804

Title VP, Finance & Accounting

BAUGH, MARCELLENE
315 GROVELAND STREET
ORLANDO, FL 32804

Title VP, Information Technology

SCHEINBERG, S. ADAM
315 GROVELAND STREET
ORLANDO, FL 32804

Title Regional VP

MILTON, JOHN
315 GROVELAND STREET
ORLANDO, FL 32804

Title Regional VP

GOETZ, JONATHAN
315 GROVELAND STREET
ORLANDO, FL 32804

Title Regional VP

Williams, Darlene
315 GROVELAND STREET
ORLANDO, FL 32804

Title VP, Technical & Training

JARZYNKA, TOM
315 GROVELAND STREET
ORLANDO, FL 32804

Title Division VP

Swanson, Tami
315 GROVELAND STREET
ORLANDO, FL 32804

Annual Reports

Report Year	Filed Date
2024	02/26/2024
2025	01/31/2025
2025	06/06/2025

Document Images

06/06/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
01/31/2025 -- ANNUAL REPORT	View image in PDF format
02/26/2024 -- ANNUAL REPORT	View image in PDF format
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09/17/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
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03/02/2018 -- ANNUAL REPORT	View Image in PDF format
03/13/2017 -- ANNUAL REPORT	View Image in PDF format
03/16/2016 -- ANNUAL REPORT	View Image in PDF format
02/04/2015 -- ANNUAL REPORT	View Image in PDF format
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03/28/2013 -- ANNUAL REPORT	View Image in PDF format
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12/10/2009 -- Amendment	View Image in PDF format
03/11/2009 -- ANNUAL REPORT	View Image in PDF format
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03/01/1999 -- ANNUAL REPORT	View Image in PDF format
05/01/1998 -- ANNUAL REPORT	View Image in PDF format
03/17/1997 -- ANNUAL REPORT	View Image in PDF format
03/11/1996 -- ANNUAL REPORT	View Image in PDF format
03/14/1995 -- ANNUAL REPORT	View Image in PDF format

DO NOT ACCEPT UNLESS THIS DOCUMENT IS PRINTED WITH A COLOR BACKGROUND, CONTAINS A VOID PANTOGRAPH AND A MICROPRINT BORDER

CITY OF SOUTH DAYTONA
LOCAL BUSINESS TAX RECEIPT

SUBJECT TO
LOCAL BUSINESS
TAX RECEIPT ORDINANCE

VALID PERIOD: 10/01/2025 - 9/30/2026

Sc 07, 16, 21

ACCOUNT ID	RECEIPT NUMBER
5068	**5212**

BUSINESS CLASSIFICATION

CONTRACTING SERVICES
PEST CONTROL SERVICES
FL DOAC REG #JB174209
SIGNS UNDER 15 S.F. (1)
SIGNS OVER 15 S.F. (1)

AMOUNT DUE:	IF PAID BY:
$116.00	**SEPT. 30**
$127.60	10/01/2025
$133.40	11/01/2025
$139.20	12/01/2025
$145.00	01/03/2026

LOCATION

1801 SOUTH NOVA ROAD #110

ISSUED TO

MASSEY SERVICES INC.
315 GROVELAND STREET
ORLANDO,FL 32804

BUSINESS TAX ADMINISTRATOR

POST IN CONSPICUOUS PLACE AT BUSINESS LOCATION

CITY OF SOUTH DAYTONA
LOCAL BUSINESS TAX RECEIPT

SUBJECT TO
LOCAL BUSINESS
TAX RECEIPT ORDINANCE

VALID PERIOD: 10/01/2025 - 9/30/2026

ACCOUNT ID	RECEIPT NUMBER
5068	**5212**

BUSINESS CLASSIFICATION

CONTRACTING SERVICES
PEST CONTROL SERVICES
FL DOAC REG #JB174209
SIGNS UNDER 15 S.F. (1)
SIGNS OVER 15 S.F. (1)

AMOUNT DUE:	IF PAID BY:
116.00	**SEPT. 30**
127.60	10/01/2025
133.40	11/01/2025
139.20	12/01/2025
145.00	01/03/2026

LOCATION

1801 SOUTH NOVA ROAD #110

ISSUED TO

MASSEY SERVICES INC.
315 GROVELAND STREET
ORLANDO,FL 32804

BUSINESS TAX ADMINISTRATOR

OFFICE COPY ONLY

State of Florida
Florida Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement

CERTIFIED PEST CONTROL OPERATOR

Certificate Number: JF7606

Jeff Tyrcha

This is to certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Fumigation,General Household Pest and Rodent Control,Lawn and Ornamental,Termite and Other WDO Control

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.

WILTON SIMPSON
Commissioner of Agriculture

Issue Date: 05/20/2026

Expiration Date: 06/01/2027

Florida Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement
ID CARD # JE506363

Monroig, Carlos
MASSEY SERVICES INC
MASSEY GREENUP
LANDSCAPE SERVICES
MASSEY PREVENTECH

Endorsements

Issued: 03/06/2026 **Expires:** 12/31/2026

S DAYTONA, FL 32119

Signature of ID Cardholder

WILTON SIMPSON, COMMISSIONER

The above individual is registered under the provisions of Chapter 482, F.S

Florida Department of Agriculture and Consumer Services

Category/Endorsement Key

FID	Fumigation Endorsement
WDO INSP	Wood Destroying Organism Inspector
CO FUM	COIC with Fumigation
CO WDO	COIC with Termites and Other WDO
CO GHP	COIC with General Household Pest
CO LAWN	COIC with Lawn and Ornamental

Florida Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement
ID CARD # JE312667

GUEVARA, DAKOTA
MASSEY SERVICES INC
MASSEY GREENUP
LANDSCAPE SERVICES
MASSEY PREVENTECH

Endorsements

Issued: 12/10/2025 **Expires:** 12/31/2026

S DAYTONA, FL 32119

Signature of ID Cardholder

WILTON SIMPSON, COMMISSIONER

The above individual is registered under the provisions of Chapter 482, F.S.

Florida Department of Agriculture and Consumer Services

Category/Endorsement Key

FID	Fumigation Endorsement
WDO INSP	Wood Destroying Organism Inspector
CO FUM	COIC with Fumigation
CO WDO	COIC with Termites and Other WDO
CO GHP	COIC with General Household Pest
CO LAWN	COIC with Lawn and Ornamental

Florida Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement
ID CARD # JE209595

FAZIO, JOHN
MASSEY SERVICES INC
MASSEY GREENUP
LANDSCAPE SERVICES
MASSEY PREVENTECH

Endorsements

Issued: **12/10/2025** **Expires:** **12/31/2026**

S DAYTONA, FL 32119

Signature of ID Cardholder

WILTON SIMPSON, COMMISSIONER

The above individual is registered under the provisions of Chapter 482, F.S.

Florida Department of Agriculture and Consumer Services

Category/Endorsement Key

FID	Fumigation Endorsement
WDO INSP	Wood Destroying Organism Inspector
CO FUM	COIC with Fumigation
CO WDO	COIC with Termites and Other WDO
CO GHP	COIC with General Household Pest
CO LAWN	COIC with Lawn and Ornamental

Florida Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement
CERTIFIED PEST CONTROL OPERATOR
Certificate # JF7606

Tyrcha, Jeff
20 Appaloosa Lane
Ormond Beach, FL 32174

Categories
FUM,GHP,LAWN,
WDO

Issued: 05/20/2026

Expires: 06/01/2027

Signature of Certificate Holder

WILTON SIMPSON, COMMISSIONER

The above individual is certified under the provisions of Chapter 482, F.S.

Florida Department of Agriculture and Consumer Services

Category Key

FUM	Fumigation
WDO	Termites and Other Wood-Destroying Organisms
GHP	General Household Pest
LAWN	Lawn and Ornamental

Line Item	Description	Quantity	Unit of Measure	Total
1	Qtrly Pest Service Total	1	Per Year	$21,400.00
2	Annual Termite Service Total	1	Per Year	$20,445.50
3	Rodent	1	Per Year	$1,800.00
	Total Annual Cost			**$43,645.50**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/8/2026

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 this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McGriff, a MMA LLC Company
485 N. Keller Road Suite 551
Maitland FL 32751

CONTACT NAME: Karie L. Evans
PHONE (A/C, No, Ext): 407-691-9600 FAX (A/C, No): 888-635-4183
E-MAIL ADDRESS: MCG.CertOrlando@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American Risk Solutions Surplus	35351
INSURER B : Safety National Casualty Corporation	15105
INSURER C : QBE Specialty Insurance Company	11515
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 131MASSESER
Massey Services, Inc.
315 Groveland Street
Orlando FL 32804

COVERAGES **CERTIFICATE NUMBER:** 1114878882 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	PLE66240405	1/31/2026	1/31/2027	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Pollution						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:						Per Project Max Agg	$ 10,000,000
B	AUTOMOBILE LIABILITY	Y	Y	CA6676889	5/1/2026	5/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR	Y	Y	142000572	1/31/2026	1/31/2027	EACH OCCURRENCE	$ 3,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	Y	LDS4069309	5/1/2026	5/1/2027	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Pest Control Operations Errors & Omissions			PLE66240405	1/31/2026	1/31/2027	Each Error/Omission Aggregate	$2,000,000 $4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Auto Excess Liability Policy:
National Fire & Marine Insurance Company, Policy #42RLO34638601, Effective 1/31/26 to 1/31/27, Limit $2,000,000

Excess Liability Policies:
Allied World Assurance Company, Policy #03141554, Effective 1/31/26 to 1/31/27, Limit $5,000,000 Occurrence / $5,000,000 Aggregate
Colony Insurance Company, Policy #EXO4287007, Effective 1/31/26 to 1/31/27, Limit $5,000,000 Occurrence / $5,000,000 Aggregate
Canopius US Insurance, Policy #CUSUXS6000159, Effective 1/31/26 to 1/31/27, Limit $5,000,000 Occurrence / $5,000,000 Aggregate

See Attached...

CERTIFICATE HOLDER
Massey Services Inc.
315 Groveland St.
Orlando FL 32804

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Flagler County Board of County Commissioners
Office of Procurement and Contracts
E. John Brower MBA, CGFO, CPM, Director
1769 East Moody Boulevard | Building 2, Bunnell, FL 32110

BID TABULATION

ITB No. 26-ITB-020

Pest Control Services

RESPONSE DEADLINE: August 20, 2026 at 2:00 pm

SELECTED VENDOR TOTALS

Vendor	Total
Massey Services	$43,893.00
XL Eagle LLC	$83,710.00
Pro Care Lawn and Pest	$203,340.00

PEST CONTROL SERVICES

Enter the Total Annual Cost from each section of the Bid Worksheet provided in the Vendor Questionnaire, Section 7 (2.17).

Vendor	Total
Massey Services	$43,645.50
XL Eagle LLC	$83,375.00
Pro Care Lawn and Pest	$203,025.00

MISCELLANEOUS

Vendor	Total
Massey Services	$247.50
Pro Care Lawn and Pest	$315.00
XL Eagle LLC	$335.00

Flagler County Board of County Commissioners
Office of Procurement & Contracts
E. John Brower MBA, CGFO, CPM, Director
1769 East Moody Boulevard | Building 2, Bunnell, FL 32110
(386) 313-4008

NOTICE OF INTENT TO AWARD

ITB No. 26-ITB-020 - Pest Control Services

RESPONSE DEADLINE: August 20, 2026 at 2:00 pm

Tuesday, September 1, 2026

Thank you for submitting a bid in response to 26-ITB-020 for Pest Control Services. Flagler County has evaluated all submittals received in response to solicitation and intends to award a contract to Massey Services.

Protest Process

Notification

The Office of Procurement and Contracts shall post all recommendations of award available for review by the public on the Flagler County website. Vendors who submit a solicitation will be notified by e-mail.

Notice of Intent to File a Protest

1. A respondent adversely affected by an intended decision or action with respect to the initial award on a solicitation shall file a written notice of intent to file a protest. That notice of intent to file a protest must be filed with the Procurement and Contract Services Manager or his/her designee no later than four o'clock (4:00) p.m. on the third (3rd) business day following the date of the notice of the recommendation of award.

2. In addition, a protest bond in the form of a U.S. Postal Service money order or by a certified cashier's check in an amount equal to one percent (1%) of the value of the solicitation, but in no case less than five hundred dollars ($500), nor greater than five thousand dollars ($5,000), payable to the Flagler County Board of County Commissioners must be delivered with the written notice of intent to file a protest. Failure to post such bond shall result in the Protest being dismissed by the Procurement and Contract Services Manager or his/her designee.

3. The notice of intent to file a protest must:

a. Identify the action being protested.
b. Clearly state the basis of the protest, and
c. Clearly state that its purpose is to serve as the notice of intent to file a protest.

4. Failure to provide the proper notice and/or failure to provide the required protest bond shall constitute a waiver of the right to seek any remedy provided under the protest procedure. Once again thank you for participating in this solicitation and for your interest in doing business with Flagler County.

Further information on our protest policy can be found at https://www.flaglercounty.gov/Government/Departments/Financial-Services/Office-of-Procurement-and-Contracts-OPC/Resources, under Procurement Manual.

Sincerely,

Kelly Bowman, NIGP-CPP, CPPB
Senior Procurement Analyst
Office of Procurement and Contracts
Flagler County Board of County Commissioners