



**AGREEMENT BETWEEN SANTA ROSA COUNTY, FLORIDA, AND**  
**Company Name**  
**Pest Control Services**  
**ITB # 26-041**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_ in the year 2026 by and between Santa Rosa County, a political subdivision of the state of Florida ("County"), located at 6495 Caroline Street, Milton, Florida 32570, and \_\_\_\_\_ ("Contractor"), whose principal place of business is at \_\_\_\_\_, in connection with Santa Rosa County's Invitation to Bid No. 26-041 and the services set forth therein.

**WITNESSETH**

**WHEREAS**, the County has pursued the services selection process contemplated under section 287.055, Florida Statutes; and

**WHEREAS**, Santa Rosa County desires to obtain the services of the Contractor concerning said services being more fully described in the exhibits attached to this Contract.

**NOW, THEREFORE**, in consideration of the mutual promises herein, the County and the Contractor agree as follows:

**Article 1 – RECITALS AND ATTACHMENTS**

The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

- This Agreement
- Exhibit A - Scrutinized Contractors Certificate
- Exhibit B- Affidavit Regarding the Use of Coercion for Labor and Services
- Exhibit C – Insurance Requirements
- Exhibit D – ITB 26-041 and Contractor's Submission

Any other documents necessary to clarify and memorialize the agreement between Contractor and County.

**Article 2 - SERVICES**

Contractor agrees to perform:

Contractor shall furnish all labor and materials to control all crawling and flying pests including, but not limited to, rodents, spiders, roaches, ants, flies, wasps, and hornets.

The qualified contractor shall be licensed in the State of Florida, for this type of work, able to meet the insurance and bonding requirements, and have experience with all work defined in the scope.

Due to the security-sensitive nature of this project, the county reserves the right to conduct a criminal background check for each person who will be providing services in response to this solicitation. If requested, the contractor shall submit a BCI Criminal History Report dated within 30 days of response to ITB for each employee who will be on-site, that shows "Criminal History Verified" and has Arrest History attachment. Employees who have any convictions on their BCI record may be subject to further review and approval by

the county. The county may reject any response to this ITB that involves services from a person of entity that the county determines is unfit or unqualified to fulfill the requirements of this ITB.

All work must meet current industry standards including all Federal, State, and local rules and regulations.

The county reserves the right to reject any and all submissions and to waive minor irregularities in any submission.

All costs related to the preparation of submissions and any related activities are the sole responsibility of the vendor. No reimbursement will be made by the county for any costs incurred in preparing a submission.

Once submitted, all bids, including attachments, supplementary materials, addenda, etc., become the property of the county and will not be returned to the respondent. The county reserves the right to request clarification of information submitted, and to request additional information from any respondent.

The county welcomes and encourages submissions from women and minority owned business, the county reserves the right to negotiate and hold discussions with prospective service providers, as necessary, however, the county may award this contract without discussion of submissions received from prospective service providers. The county reserves the right to issue contracts to multiple service providers.

**PEST CONTROL SPECIFICATIONS**

- There are facilities that will be on a regular treatment schedule, as well as termite treatment, other facilities will be treated on an as-needed basis only.
- All chemicals shall be stored, handled, and applied within the manufacturer's guidelines and in compliance with state and federal rules and

regulations. Care shall be taken to ensure the comfort and safety of all employees and visitors at the premises where the applications are carried out.

- Contractor will be required to control all rodents and crawling/flying pests - particularly spiders, roaches, ants, flies, wasps, and hornets.
- Areas near county water utility treatment and storage facilities shall only be treated with products approved by the water utility manager or appointee.

### **Article 3 – TERM AND RENEWALS**

The term of this Agreement shall begin upon approval of the Board of County Commissioners and shall continue for a period of One (1) year from the date of full execution of this Agreement, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This agreement may be renewed upon mutual written agreement of the parties for a period of up to four, one-year renewals.

### **Article 4 - COMPENSATION**

The Contractor agrees to provide the Services to the County, including materials and labor, for a not-to-exceed amount of (\$\_\_\_\_\_).

- Contractor shall submit an invoice to the County upon completion of each task. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.
- Disbursement- There are no reimbursable expenses associated with this Agreement.
- Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

### **Article 5 – OWNERSHIP OF DOCUMENTS AND EQUIPMENT**

All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other Parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

### **Article 6 – INSURANCE**

Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

### **Article 7 – TERMINATION AND REMEDIES FOR BREACH**

7.1 If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the terms of the Agreement and grant Contractor Thirty (30) days to cure such default. If the default remains uncured after Sixty (60) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.

- In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed

prior to the date of termination, as provided in Section 4 herein.

- ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

7.2 Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Article 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.

7.3 Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

7.4 Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement

#### **Article 8 – GOVERNING LAW, VENUE AND WAIVER OF JURY TRIAL**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All Parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Santa Rosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

#### **Article 9 – MAINTENANCE OF RECORDS & PUBLIC RECORDS**

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute Chapter 119, specifically, Contractor must:

- a) Keep and maintain public records required by the County to perform the service.
- b) 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.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the County.
- d) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion 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 of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**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 (850) 983-1857, [susant@santarosa.fl.gov](mailto:susant@santarosa.fl.gov), 6945 Caroline Street, Milton, FL 32570.**

#### **Article 10 - AUDIT**

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

#### **Article 11 – NOTICES**

All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:

County Attorney  
6495 Caroline Street  
Suite C  
Milton, FL 32570

If to the Contractor:

Name  
Address

#### **Article 12 – ASSIGNMENT**

Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all the obligations and responsibilities that Contractor has assumed toward the County.

#### **Article 13 – SUBCONTRACTING**

The contractor shall not subcontract any services or work to be provided to the County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors to decide as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state, and Federal regulations.

#### **ARTICLE 14 – CIVIL RIGHTS**

The Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

#### **ARTICLE 15 – COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS**

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

15.1 Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and included in Article 23.

15.2 Nondiscrimination: The Contractor, regarding the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

15.3 Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

15.4 Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the

Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

15.5 Sanctions for Noncompliance: In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

15.6 Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will act with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter the litigation to protect the interests of the United States.

#### **ARTICLE 16 – COMPLIANCE WITH LAWS**

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

#### **Article 17 – CONFLICT OF INTEREST**

The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United

States, any or part of this contract or to any benefit arising therefrom.

#### **Article 18 – INDEPENDENT CONTRACTOR**

Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent, or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

#### **Article 19 – THIRD PARTY BENEFICIARIES**

It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

#### **Article 20 – INDEMNIFICATION AND WAIVER OF LIABILITY**

The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The Parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to

enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

#### **Article 21 – TAXES AND ASSESSMENTS**

Contractor agrees to pay all sales, use, or other taxes, assessments, and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement

#### **Article 22 – PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**

Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered or renewed after July 1, 2018, shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". 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 ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination 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 Florida Statute Section 215.4725.

#### **Article 23 – TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. **Compliance with Regulations:** The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated.
- b. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, the

County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

- i. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
- ii. Cancelling, terminating, or suspending the Agreement, in whole or in part.

**Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **Article 24 – INCONSISTENCIES AND ENTIRE AGREEMENT**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and

priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Article 1.

#### **Article 25 - SEVERABILITY**

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

#### **Article 26 – ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the Parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

#### **Article 26- REPRESENTATION OF AUTHORITY TO CONTRACT/SIGNATORY**

The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

*Remainder of page intentionally left blank.*

**AUTHORIZATION**

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and official seals the day and year first above written.

**Company Name**

\_\_\_\_\_  
**Contractor**

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

**WITNESS:**

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

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



**Board of County Commissioners  
Santa Rosa County, Florida**

\_\_\_\_\_  
**Colten Wright, Chair**

**ATTEST:**

\_\_\_\_\_  
**Jason English, Esq.  
County Clerk**



# Exhibit A

## Vendors on Scrutinized Companies Lists

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed 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 section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, 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 has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name and Title**

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City**

\_\_\_\_\_  
**State**

\_\_\_\_\_  
**Zip**

# Exhibit B

## Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____
Email Address: _____

Section 787.06(14), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use 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;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.	
By: _____	
AUTHORIZED SIGNATURE	
Print Name and Title: _____	Date: _____

# Exhibit C

## Insurance Requirements

Vendor/Contractor agrees to carry and keep in force for the entire term of the contract with Santa Rosa County, and any extensions thereof, the following minimum levels of insurance coverage for any claims that may result from or relate to the services or products provided by Vendor/Contractor.

**Workers' Compensation:** The contractor shall provide a workers' compensation insurance policy that meets the statutory requirements of the Florida Workers' Compensation Law. The policy shall also include employer's liability coverage with a minimum limit of \$100,000 per accident, \$500,000 per policy for occupational disease, and \$100,000 per employee for occupational disease. The contractor shall furnish a certificate of insurance as evidence of such coverage before commencing work under this contract.

**Commercial General Liability:** The business shall maintain a commercial general liability insurance policy with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate, covering bodily injury and property damage. The policy shall include the following coverages:

- a. Premises/operations liability
- b. Products/completed operations liability
- c. Contractual liability
- d. Liability for independent contractors

**Business Auto Liability:** The Contractor shall maintain a minimum amount of \$500,000 for each occurrence of bodily injury and property damage liability. This amount may be provided by a Combined Single Limit policy or a Split limit policy with at least \$500,000 per person, \$500,000 per accident and \$500,000 for property damage.

This policy shall cover the following types of vehicles:

- a. Vehicles owned by the Contractor or its employees
- b. Vehicles rented or leased by the Contractor for the performance of the contract
- c. Vehicles operated by the Contractor or its employees but not owned, rented, or leased by them

Additionally, the Contractor shall obtain a Special endorsement to extend the coverage to any contractual liability arising from the contract.

Before signing any contract or agreement, the contractor must provide certificates of insurance that meet the following criteria:

- a. Santa Rosa County must be included as an additional insured on all coverages related to the contractor's work.
- b. Santa Rosa County must receive written notice at least 30 days before any cancellation or change of any insurance policy.
- c. The contractor is responsible for ensuring that all subcontractors comply with the same insurance requirements.
- d. These are the minimum requirements that may be modified depending on the nature and risk of the work.

If there are any exceptional circumstances, the county administrator or designee has the authority to adjust these requirements.

The following outlines additional insurance coverage requirements, along with their minimum limits, for the given project. This coverage is in addition to the standard requirement.

**General Requirements:**

- a. Carrier rating shall be A.M. best rating of B++V or better.
- b. Notice of Cancellation, Non-Renewal, or material change in coverage shall be provided to Santa Rosa County at least 30 days prior to action.

- c. Santa Rosa County shall be named as additional insured on all policies except Workers' Compensation.

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# Exhibit D

Bid Information and Submission

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