

**ADDENDUM No. 1 to
INVITATION TO BID - 2020
Mosquito Contract Services
Hancock County, Mississippi**

Bids for the Mosquito Contract Services for Hancock County will be received at 854 Highway 90, Bay St. Louis, MS, until 5:00 P.M. local time on the 15th day of September, 2020. Any bids received after the time and date specified will not be considered and will be returned unopened. The bids will be opened and read allowed at or after 5:00 p.m. on September 15, 2020 at 854 Highway 90, Bay Saint Louis, Mississippi 39520. All other terms of the bid remain unchanged except by future addendum(addenda).

INVITATION TO BID - 2020

Bids for the Mosquito Contract Services for Hancock County will be received at 854 Highway 90, Bay St. Louis, MS or via email to maureen.anderson@co.hancock.ms.us, until 10:00 A.M. local time on the 8th day of September, 2020. Any bids received after the time and date specified will not be considered and will be returned unopened. The bids will be opened and read allowed at or after 10:00 a.m. on September 8, 2020 at 854 Highway 90, Bay Saint Louis, Mississippi 39520.

All bids must be addressed to the Hancock County Board of Supervisors and marked "SEALED BID for Mosquito Contract Services." If a bid is submitted by mail, the address of the Hancock County Board of Supervisors is 854 Highway 90, Bay St. Louis, MS 39520. If submitted electronically, the address is maureen.anderson@co.hancock.ms.us. Each bid must be submitted and actually received prior to the bid deadline.

The bidders shall, as applicable, hold or obtain such Contractor's and business licenses as required by state and federal law.

Before a Contract will be awarded for the work contemplated herein, the Owner will conduct investigation as is necessary to determine the performance record and ability of the apparent lowest responsible qualified bidder to perform the work specified under this Contract. Upon request, the bidder shall submit such information as deemed necessary by the Owner to evaluate the bidder's qualifications.

The County reserves the right to reject all bids or any bid not conforming to the intent and purpose of the Proposal Documents, or to waive any informality in the bidding, and to postpone the award of the Contract. Contractors submitting the proposal agree that if awarded, they shall have deliverable the payment and performance bonds, insurance and all other requirements necessary for the award, and shall agree to maintain their bid for acceptance until such time as the County accepts or rejects the bids. By submitting a proposal, proposers waive any right to seek lost revenues or profits related to the County not accepting their bid. Bidding documents may be obtained from Maureen Anderson, maureen.anderson@co.hancock.ms.us, beginning on Friday, August 7, 2020, after 1:00 p.m.

Published:

August 5 and 12, 2020

By Order of the Board

Signed:/s/Scotty Adam, Board President

INSTRUCTIONS TO CONTRACTORS - 2020

MOSQUITO CONTROL PROGRAM FOR HANCOCK COUNTY

1. RECEIPT AND OPENING OF PROPOSALS

The County invites and will receive Proposals on the forms attached hereto. All information shall be completed on these forms. Proposals will be received at the Office of the Board of Supervisors until 10:00 a.m. on Tuesday, September 8, 2020, and publicly opened and read aloud in the Board of Supervisors Chambers, 854 Highway 90, Suite A, Bay St. Louis, MS. The envelopes containing the Proposals must be sealed and addressed to the Board of Supervisors' Office, County of Hancock, 854 Highway 90, Suite A, Bay St. Louis, MS 39520 and plainly marked "SEALED BID for Mosquito Contract Services."

2. PREPARATION OF PROPOSAL. All Proposals shall be prepared and signed by the Contractor in the form attached hereto and without removal from this pamphlet. Additional copies of the Proposal Form may be obtained from the County upon request. All blank spaces in each Proposal Form together with appropriate schedules must be legibly completed in ink or typewritten, in both words and figures. Contractors must submit a lump sum proposal for the entire County and for the alternate of the County without services for the buffer zone.

The proposals received will be compared on the basis of the lump sum amount, the experience and capability of the firm, experience of key personnel, and previous experience in similar control programs of the size and complexity to that currently provided to the County. In case of a discrepancy between the amount shown in numerals and written out in words, the prices as written out in words in the Proposal shall govern and any errors found in said numerals shall be corrected accordingly.

Each Proposal, together with appropriate schedules, shall be submitted in a sealed envelope bearing on the outside the name of the Contractor, its address, and the envelope shall be plainly marked "SEALED BID for Mosquito Contract Services." The County may consider irregular any Proposal not prepared and submitted in accordance with the provisions hereof and/or may waive any irregularities or reject any and all Proposals. Any Proposal received after the time and date specified shall not be considered.

3. PROPOSAL INSURANCE AND SECURITY.

Each Proposal shall be accompanied by a bond or a certified check of the Contractor, drawn on a national bank or registered surety, in an amount equal to five percent (5%) of the annual contract price, as a guarantee on the part of the Contractor that he will, if called upon to do so, accept and enter into a contract, to do the work covered by such Proposal and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the County and the selected Contractor have executed a Contract or if the

County has decided to reject all bids. Proposers agree to maintain their bids for all such times until such a decision or contract is made.

Each Proposal shall be accompanied by a certificate of insurance evidencing the coverage set forth in Section 9.00.

4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT.

The Contract shall be deemed as having been awarded when formal notice of award shall have been mailed by the County to the Contractor by certified mail, return receipt requested.

The Contractor to whom the Contract shall have been awarded will be required to execute two (2) copies of the contract on the form submitted by the County and the selected Contractor, and to furnish insurance certificates, all as required. In case of his refusal or failure to do so within twenty (20) days after his receipt of formal notice of award, the County may deem Contractor to have abandoned all his rights and interests in the award, and Contractor's proposal security may be declared forfeited to the County and the award may then be made to the next best qualified Contractor or the work re-advertised for Proposals as the County may elect. These remedies of the County are without waiver of any other right or relief to the County.

5. POWER OF ATTORNEY.

Attorneys-in-fact who sign bonds shall file with each bond a certified and effectively dated copy of their power of attorney.

6. SCOPE OF WORK.

The work under this Contract shall consist of the items contained in the Proposal, including all incidentals necessary to fully complete said work in accordance with the Bid Documents under a contract agreeable to the County. In the instance of failure to consummate a contract with the entity initially determined to be the lowest and best bidder, the County may negotiate terms with the second selected bidder and henceforth.

7. CONDITIONS.

Each Contractor shall fully acquaint himself with existing conditions relating to the scope and restrictions attending the execution of the work under the Contract. Contractors shall thoroughly examine and be familiar with the Specifications. The failure or omission of any Contractor to receive or examine any form, instrument, addendum or other document, or to acquaint himself with existing conditions, shall in no way relieve himself of any obligations with respect to his Proposal or to the contract.

The Contractor's attention is directed to the fact that all applicable Federal laws, State laws, County ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the contract as though written out in full in the contract. Contractor shall be responsible for any and all permits applicable to its work under the accepted agreement. Contractor shall be agreeable to contractual terms necessary under the County's discretion to ensure proper compliance with contractual terms and related laws.

8. ADDENDA AND EXPLANATIONS.

Explanations desired by a prospective Contractor shall be requested of the County in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each potential Contractor. Every request for such explanation shall be in writing addressed to the Board of Supervisors' Office--County Hancock, 854 Highway 90, Suite A, Bay St. Louis, MS 39520 Attn: Eddie Favre, County Administrator. Any verbal statements regarding same by any person, previous to the award, shall be unauthorized and not binding.

Addenda issued to Contractor prior to date of receipt of Proposals shall become a part of the Proposal Documents, and all Proposals shall include the work described in the Addenda.

No inquiry received within seven (7) working days of the date fixed for the submission and opening of Proposals will be given consideration.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be mailed by certified mail, return receipt requested, to all prospective Contractors (at the respective addresses furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of Proposals.

9. NAME, ADDRESS AND LEGAL STATUS OF THE CONTRACTOR.

The Proposal shall be properly signed in ink and the address of the Contractor given. The legal status of the Contractor, whether corporation, partnership, or individual, shall also be stated in the Proposal. The Proposal shall also include corporate minutes binding the proposer to the proposal and evidencing authority to submit the proposal. A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also give the state of incorporation.

Any foreign corporation should provide a certificate from the Secretary of State that the corporation is qualified to do business in Mississippi and is in good standing. Partnerships or individual Contractors are required to state in the Proposal an exhaustive list of the names of persons and entities interested therein, and the nature of any conflicts pertaining to the work.

The place of residence of each Contractor, or the office address in the case of a firm or company, with County and State and telephone number, must be given after his signature. If the Contractor is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Proposal.

Anyone signing a Proposal as an agent of another or others must submit with his Proposal, legal evidence of his authority to do so.

10. COMPETENCY OF CONTRACTOR.

The opening and reading of the Proposal shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor. The County reserves the right to determine the competence and responsibility of a Contractor from its knowledge of the Contractor's qualifications or from other sources, or to request any information from Contractor's necessary for the County to fully review determination of the award.

The County shall require submission with the Proposal supporting data regarding the qualifications of the Contractor in order to determine whether he is a qualified, responsible Contractor. The Contractor will be required to furnish the following information sworn to under oath by him:

- (a) An itemized list of the Contractor's equipment available for use on the Contract.
- (b) Evidence that the Contractor is in good standing in the State of Mississippi, and, in the case of corporations organized under the laws of any other State, evidence that the Contractor is licensed to do business in the State of Mississippi or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.

The County may require additional supporting data regarding the qualification of the Contractor in order to determine whether he is a qualified, responsible Contractor, the Contractor may be required to furnish any or all of the following information sworn to under oath by him:

- (a) Evidence that the Contractor is capable of commencing performance as required in the Bid Documents.
- (b) Evidence, in form and substance satisfactory to the County that Contractor has been in existence as a going concern for in excess of five (5) years and possesses not less than five (5) years actual operating experience as a going concern.
- (c) Evidence, in form and substance satisfactory to the County, that Contractor possesses as a going concern the managerial, certification and financial capacities to perform all phases of the work called for in the Bid Documents.

Evidence, in form and substance satisfactory to the County, that Contractor's experience as a going concern in mosquito control is derived from operations in complexity to that required by the Bid Documents.

(d) Such additional information as will satisfy the County that the Contractor is adequately prepared to fulfill the Contract.

11. DISQUALIFICATIONS OF CONTRACTOR.

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of his Proposal.

(a) Evidence of collusion among Contractors.

(b) Lack of the proposer's competency as revealed by either past experience or insufficient equipment statements as submitted, or other factors.

(c) Lack of responsibility as shown by past work, judged from the standing of workmanship as submitted or from past performance of contracts similar in scope.

12. BASIS OF PROPOSAL.

Proposals with respect to mosquito control are solicited on the basis of the lump sum proposed. The lump sum, as written out in words in the Proposal, shall govern and any errors found will be corrected. The proposals will also be compared based on the Expanded Encephalitis Surveillance Protocol, Expanded Transmission Suppression, experience and capability of the firm, experience of key personnel and previous experience in similar control programs.

13. QUANTITIES.

The County has listed certain quantities in the Contract which are to be the minimum contract requirements or alternates; however, the contractor shall be required to provide all services necessary to comply with the Contract requirements up to the maximum levels described elsewhere in these specifications.

14. METHOD OF AWARD.

The County reserves the right to make and award the contract in any manner that is consistent with the law. The County reserves the right to reject any or all Proposals, and to waive defects, irregularities, or informalities in a Proposal. In particular, any alteration, erasure or interlineations of the Bid Documents and of the Proposal shall render the accompanying Proposal irregular and subject to rejection by the County

CONTRACTOR'S PROPOSAL FORM- 2020

MOSQUITO CONTROL PROGRAM HANCOCK COUNTY, MISSISSIPPI

TO: Eddie Favre, County Administrator for Supervisors

The undersigned (having carefully read and considered the terms and conditions of the Bid Documents for a Mosquito Control Program for the County) does hereby offer to perform such services on behalf of the County, of the type and quality and conditions set forth in the Bid Documents for the Lump Sum amounts below (*Complete all four options as well as the additional pricing required in the blanks in Section 10.02 below*):

Bid: Lump sum Bid for Entire County, Without Aerial Spraying (i.e., including both buffer zone area and non-buffer zone area):

_____ Dollars and Cents Per Year

Alternate 1: Lump Sum Bid For County and McLeod Park Area but Excluding Other Buffer Zone Areas, Without Aerial Spraying

_____ Dollars and Cents Per Year

Alternate 2: Lump Sum Bid for Entire County, With Aerial Spraying

_____ Dollars and Cents Per Year

Alternate 3: Lump Sum Bid for Entire County and McLeod Park Area But Excluding Other Buffer Zone Areas, With Aerial Spraying

_____ Dollars and Cents Per Year

Note: Additional pricing required to be provided in Section 10.02 of Exhibit C below.

CONTRACTOR

BY: (Signatory's Name Printed) _____

TITLE: (Signatory's Title) _____

PRINCIPAL OFFICE ADDRESS:

Street: _____

City: _____

State: _____

Zip Code: _____

COUNTY: _____

Telephone: _____

GENERAL SPECIFICATIONS

1.00 DEFINITIONS

1.01 Bid Documents - The Request for Proposals, Instructions to Contractors, Contractor's Proposal, General Specifications, the Contractor's Bonds supplied for the bid, other documents required by this Bid, and any addenda or changes to the foregoing documents.

1.02 Contractor - The person, corporation, partnership, or joint venture performing the Mosquito Control Program under contract with the County.

1.03 County. Hancock County, Mississippi

2.00 SCOPE OF WORK

The work under the contract shall consist of the items contained in the Proposal, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Bid Documents, and performed under a contract entered between the County and the selected Contractor.

The Contractor is to provide a program of mosquito abatement through an integrated pest management approach, as well as inspection and surveillance to determine specific need and extent of control measures applied.

The Contractor must abide by all applicable laws and regulations regarding the use of pesticides and container disposal. Contractor shall at all times maintain a full-time staff member working within the County licensed/permitted in Category 2 (Pest Control in Homes, Businesses, and Industries) and certified in Category 8 (Public Health Pest Control) by the Mississippi Bureau of Plant and Industry. A copy of any and all certifications and licenses shall be submitted to the County upon request and each year upon renewal, as well as any other information related to those renewals, cancellations or termination of the certifications or licenses which the County requests. The County may at any time request documentation from Contractor concerning Contractor's compliance with the provisions of the contract, and Contractor shall timely provide that requested documentation.

For all traps or services provided, Contractor shall provide the County the specific address and location of all those traps or devices, provide the County access to inspect those traps during working hours, and provide photographs indicating the operability of the traps or devices with each monthly report. Reports required to be compilable for survey, inspection, testing and other services shall also be provided with monthly reports.

2.01 Inspection/Surveillance

(a) Mosquito Larvae

Inspectors must locate and map or otherwise record mosquito breeding sites by address and provide any other information for those locations requested by the County. Resulting data will be used in subsequent Larviciding and Adulticiding programs.

Inspection for mosquito larvae must be conducted using standard mosquito survey techniques. Sufficient dips with a standard mosquito dipper must be made to determine the larvae density in breeding sites. Records of such inspections will show larvae density as a series of ranges expressed as 0, 1-5, 5-20, and 20+ per dip. Representative samples from each breeding site determining larvicide and adulticide needs as well as in evaluation of said treatments.

(b) Mosquito Adults

Surveillance for adult mosquitoes will be conducted primarily through the use of standard New Jersey Light Traps. A minimum of fourteen (14) such traps will be installed in permanent locations and operated three (3) times each week during the mosquito breeding season. Mosquitoes collected by these traps will be identified to species, and reported as to the number of males/females of each pest species per trap location per trap night. A trap night is defined as the period of approximately dusk to dawn when a light trap operates. This schedule may be reduced or suspended during periods of low temperatures provided the Contractor gives prior request to the County and the County's acceptance of that request and schedule. Data on adult mosquitoes will also be collected by Landing Rate Counts, a technique that records the number of mosquitoes attracted to an Inspector within a specified time interval. Observations will be made near each light trap location when light trap collections are made. Reports on this technique will illustrate the landing rate of mosquitoes per minute, and their identity to species. Data collected using this technique will be used to supplement the information gathered by the light traps to aid in determining optimum spray time responses for particular mosquito species. Light trap collections shall also be to genus and reported information and data to include number of males/females of each pest species collected per light trap per collection night.

(c) Encephalitis Surveillance

Because the West Nile and St. Louis Encephalitis are the two viruses likely to cause the greatest problems, particular attention will be paid to their prime vector, *Culex quinquefasciatus* (the Southern House Mosquito) and their potential vector, *Aedes albopictus* (the Asian Tiger). Encephalitis surveillance will commence on the first day of

March and end on the last day of October each year. These protocols are detailed as follows:

A. INSPECTION:

1. Southern Bouse Mosquito Inspections-Work will center on habitats typical of this insect including: septic roadside ditches, catch basins, and artificial containers.

a. Septic Roadside Ditches: Septic roadside ditches will be revisited monthly or as frequently as necessary throughout the mosquito season to locate specific ditch sites that are actively breeding.

b. Catch Basins: Storm water catch basins found to be containing water will be considered positive for mosquito breeding when located within five blocks of a trap that indicates a critical vector mosquito population level or the epicenter of confirmed virus activity. A vector mosquito population level will be considered to have reached a critical level when the population reaches the level of 100 Southern House Mosquitoes or 25 Asian Tigers collected in a 12 to 24-hour period by a Gravid Trap using aged fish oil emulsion as an attractant.

c. Artificial Containers Breeding Sites: Sanitation enacted around the home and workplace by residents is the only solution to the control of container breeding mosquitoes. Mosquito breeding in containers will be addressed as noted in the sections entitled Public Education and Encephalitis Transmission Suppression.

2. Asian Tiger Inspections- The natural breeding site for an Asian Tiger is a tree hole, however the species has adapted to breeding in any type of container. Experience has shown that conventional inspection methods are marginal in locating larvae, therefore, the work will center on a survey for adult Asian Tigers using Gravid Traps and Service Requests.

B. SAMPLING:

Contractor will schedule forty-eight (48) Gravid Trap collections each month using a minimum of 12 Gravid Traps (West Nile Traps) from March through September, weather permitting. These traps, will be relocated on a weekly basis or as appropriate to obtain needed data on the vector mosquito population. Trapped specimens will be frozen, separated according to species, and then forwarded to the Mississippi Department of Health (MDH) for testing. While these traps are used primarily for mosquito-borne virus surveillance, they also provide important

population density data on mosquitoes responsible for the spread of these diseases.

Contractor will provide CDC traps. This trap performs a similar function as the Gravid Trap except it collects mosquitoes that are seeking a blood meal as well as those that are searching for an oviposition site. Up to seven (7) (in an amount agreeable to the County) of these CDC Traps will be operated to supplement the Gravid Trap data. Resulting specimens may be processed in the same manner as those collected by Gravid Traps.

2.02 Chemical Control. Intesticides used will be limited to those approved for mosquito control by the Federal Environmental Protection Agency. Applications will be made only in accordance with label directions and at optimum levels. All chemical handling will be in accordance with applicable state and federal regulations.

(a) Adult Mosquito Control. Application of chemicals for adult mosquito control must be made by vehicle mounted Ultra Low Volume (ULV) sprayers, handheld ULV sprayers and/or thermo foggers, and aircraft equipped for ULV spraying. Vehicle mounted ULV sprayers must be equipped with a flow control system that is used in conjunction with radar ground speed sensors to adjust flow rate to vehicle speed with a minimum of three pre-programmed rates. Additionally, the Spray vehicle must be equipped with a map and tracking system to report time, location, speed and direction of the vehicle, as well as indicating when the sprayer was actively spraying and when it was not spraying. Records generated will be available for inspection by the County during normal business hours. These vehicles will also be outfitted with a communication system to contact the Night Supervisor and/or Program Manager. All spray vehicles will be appropriately marked for identification.

The exact size of the acreages to be sprayed for control of adult mosquitoes must be determined by the extent and duration of the mosquito problem encountered, and the necessity to reduce their population to an acceptable level, however, a minimum of two hundred twenty five thousand (225,000) acres to a maximum of two hundred seventy-five thousand (275,000) acres will be sprayed each calendar year. Pesticides used are limited to those approved by Federal Environmental Protection Agency, and must be applied in accordance with label directions but will not be sprayed at a rate lower than prescribed on the label and must be used at optimum label levels. In addition to vehicle mounted sprayers, hand-held thermal and/or non-thermal sprayers will be employed when practical.

ULV truck mounted sprayers will be checked before each use for correct chemical application rate and re-calibrated if necessary. Also, a Droplet Spectrum Analysis will be performed weekly during the mosquito season to monitor droplet size

generation. The analysis will be performed by an Ames DC-III unit, a computer driven device developed by the United States Army to rapidly and accurately calculate droplet spectrums. These analysis shall be submitted with the monthly reports.

(b) Larval Mosquito Control

Control pressure will be applied to mosquito larvae found breeding in non-marsh areas by spraying a bio-larvicide containing either the bacterial spores of *Bacillus thuringiensis israelensis* (BTi) or the bacteria *Bacillus sphaericus*. Conventional insecticides (non-biochemical) that may be used include brand names Abate, Altosid, Agnique, Golden Bear and Masterline Kontrol Mosquito Larvicide.

Whenever practical, breeding sites found positive for mosquito larvae must be sprayed with pesticides approved for such use by Federal and State authorities. Application must be made using power or hand operated or back pack sprayers, or truck mounted sprayers powered by engines or electric motors. Contractor shall larvicide a minimum of twenty million square feet (20,000,000 sq. ft.) to a maximum of thirty million square feet (30,000,000 sq. ft.) of surface water each calendar year.

As in the case of adult mosquito control, the exact amount of larviciding will be determined by the mosquito problem encountered. However, minimums described above must be met unless unusually low mosquito populations prevail. Should such conditions arise, a reduction in the amount of area sprayed will be allowed only at the discretion of the County provided sufficient evidence is presented by the Contractor to justify said reduction, and provided that the County is in agreement with said evidence.

(c) Encephalitis Suppression

Upon authorization by the Board of Supervisors, Contractor agrees to conduct Expanded Transmission Suppression Protocol as per the attached protocol

(d) Aerial Spray Operations (Conditioned upon County accepting this alternate contract requirement).

Determining the extent of need for aerial spraying will be in response to data supplied by the Inspection and Surveillance phase of the program. Based on the information and data, aerial application of insecticides for the control of adult mosquitoes would be made on a minimum of twenty-five thousand (25,000) acres to a maximum of forty thousand (40,000) acres annually. The aircraft used must be equipped to deliver any insecticide at Ultra Low Volume rates that is currently

approved by the Federal Environmental Protection Agency for adult mosquito abatement and said aircraft must meet all FAA regulations for low level operations over congested areas.

2.03 Biological Control - Larval control must be enhanced through the use of mosquito predator fish, *Gambusia affinis*, where appropriate. These may be used in natural and man-made water holding areas. In addition, the fish must be made available to County residents or property owners upon request at no charge. Residents may use these fish in decorative pools, and swimming pools during the Fall/Winter months.

In areas where the use of mosquito fish is not advisable, but where larviciding is practical, application of naturally occurring bacteria, BTI, and other biological agents are encouraged to be used.

2.04 Public Education Program - The Contractor shall establish and conduct a Public Education Program, along with public information releases explaining the causes of mosquito breeding and what residents can do to eliminate mosquito breeding sites.

2.05 Efficacy Testing- Efficacy testing will be performed by employing cage tests or by making pre and post spray evaluation of mosquito populations through the use of gravid or other trapping methods (to see that the numbers are decreasing). Additional tests will be conducted using laboratory reared or field captured adult mosquitoes placed in cages and subjected to acceptable testing techniques that generate a susceptibility base-line as a reference point for further testing. Both types of testing will be conducted once each calendar year on each chemical routinely used by the contractor in the County.

3.00 OPERATIONS

3.01 Contractor To Make Examination- Based on current conditions, the Contractor shall make his own examination, investigation and research regarding the proper method of doing the work, conditions affecting the work to be done, the labor, equipment, sites, facilities and materials needed thereon, and the quantity of the work to be performed.

3.02 Holidays -The contractor may elect to observe the same holidays as observed by the County by suspending services on these days providing that critical tasks must be performed as necessary.

3.03 Complaints and Service Requests - All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. All complaints received must be responded to within 48 hours excluding weekends and holidays.

The Contractor shall provide the County with a full explanation of the disposition of any complaint involving a customer's claim of damage to private property as the result of actions of Contractor's employees or agents.

Contractor shall keep a written record of all requests regarding the mosquito population within the County. This record shall include the name and address of the person making the request and/or comment, the date on which it was received by Contractor, the response and/or action taken by Contractor and the date(s) on which such response and/or action was undertaken. This information shall be provided with monthly reports.

3.04 Program Equipment - The Contractor shall provide an adequate number of vehicles for mosquito control services. All vehicles and other equipment shall be kept in good repair, clean appearance and in sanitary condition, acceptable to the County, at all times. Each vehicle shall have appropriate spill kits and safety equipment and will be clearly identified as mosquito control vehicle per contract specifications. All power equipment will be maintained in a condition acceptable to the Mississippi Bureau of Plant and Industry. Each vehicle shall have clearly visible on each side the name of the Contractor. Each vehicle will be equipped with a two-way radio or cellular telephone to ensure communications with Contractor's dispatcher. Spray vehicles used to apply adulticiding chemicals will have a map and tracking system to report time, location speed and direction of the vehicle as well as when the sprayer was actively spraying and when it was not spraying.

(a) Prior to the starting date of the Contract, the Contractor shall submit to the County: An inventory of each truck to be used, including but not limited to type of truck, type of equipment contained thereon, and the Unit number. A sufficient number of sprayer equipped vehicles will be available for mosquito control services within the County.

The County has the sole authority to determine the meaning of sufficient number of sprayer equipped vehicles.

In the event of equipment breakdown, it shall be repaired promptly. If the equipment cannot be repaired promptly, sufficient equipment shall be obtained to properly operate.

The trucks and movable equipment to be used for this contract shall be marked with identification numbers that are different for each truck.

The numbers shall be shown clearly on each of the four sides of every truck. Each individual digit of the number shall be at least 3 inches high and 2 inches wide and shall be clearly readable. Each truck must be equipped with either a two-way radio or a cellular phone to ensure communications with the Company dispatcher.

Spray vehicle must be equipped with a map and tracking system to report time, location, speed and direction of the vehicle as well as indicating when the sprayer was actively spraying and when it was not spraying. This information shall be submitted to the County with monthly reports.

(b) Calibration

Each vehicle is to be properly calibrated and droplet size to be determined on a weekly basis. Proof of calibration and droplet size is to be submitted to the County monthly.

3.05 Office - The Contractor shall maintain an office or such other facilities through which he can be contacted by a local telephone number, by residents of all areas of the County from 7:30 am. to 4:00p.m. on Monday through Friday, excluding holidays defined herein.

3.06 Point of Contact - All dealings, contacts, etc., between the Contractor and the County shall be directed by the Contractor to the County Administrator and by the County to the Contractor's manager.

3.07 Reporting- Contractor shall submit the following reports:

(a) Contractor shall submit a weekly report which shall include larvicide counts, light trap counts, adulticiding activities, and complaints or service requests. Also reported will be the amount of spraying conducted to control both mosquito larvae and adults.

(b) Contractor shall submit a monthly report of activities to reflect mosquito abatement work accomplished that will summarize and expand upon the previous weekly reports. Ground adulticiding data will include the areas sprayed, the total number of miles covered and the acres treated. Aerial adulticiding data will likewise show the number of acres sprayed. Larviciding data reported will include the mosquito breeding areas sprayed expressed as the number of square feet of surface water covered. Light Trap sampling data will include location, mosquito species and number collected expressed as male/female for each species, and a comparison of the previous month's population of female adult mosquitoes. Encephalitis activity monitoring will be reported to include collections made and test results. Contractor shall also in the monthly reports provide copies of all calibration documentation, route information or other reports that Contractor is required to perform or be capable of documenting under Sections 2 and/or 3 herein. These monthly reports will be submitted on or before the tenth day of the month following the month reflected by the report. Please note that any indication of virus activity will be reported immediately rather than in a monthly report.

(c) Annual Report Report on all of the above categories.

4.00 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the General Specifications shall govern the obligations of the Contractor where there exist conflicting ordinances of the County on the subject.

5.00 EFFECTIVE DATE

This Contract shall be effective upon execution.

This is a multi-year contract. The continuation of this Contract beyond the present fiscal year of the County is contingent upon the availability of funds to fulfill the requirements of the Contract. In the event this Contract is terminated because sufficient monies to provide for continuation of the Contract are not available within the County's sole discretion, the County may renegotiate the contract to provide for altered services by the Contractor, within the time of available funds agreeable to the County.

6.00 NONDISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

7.00 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the County and State.

8.00 TERM

The Contract shall be for four (4) years beginning on the date of execution and ending four years thereafter. Contractor, however, acknowledges and understands that the represent Board of Supervisors cannot bind successor boards, and this contract may be terminated by a successor board without any right to or action of Contractor in response there to. The County may also terminate the agreement with or without cause upon thirty days written notice. If agreed by the Parties in writing, the Contract may be renewed for an additional term.

9.00 INSURANCE

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage.

All insurance shall be by insurers and for policy limits acceptable to the County and before commencement of work hereunder the Contractor agrees to furnish the County certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force, and to provide the renewals annually. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

Furthermore, the County shall be named as an additional insured on these policies.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

Coverage	Limits of Liability
Workmen's Compensation Employer's Liability	\$1,000,000
Automobile Liability Bodily Injury and Property Damage	\$1,000,000 each occurrence
Excess Auto and Employer's Liability	5,000,000
General Liability	
Aggregate	\$5,000,000
Contractor's Pollution	\$5,000,000

10.00 BASIS AND METHOD OF PAYMENT

10.01 Rates - For Mosquito Control Services required to be performed pursuant to this contract, the charges for the first year shall be the lump sum rates as fixed by this Contract payable in twelve monthly installments. Any additional compensation will be paid monthly and in accordance with Section 10.02.

10.02 Additional Compensation

(a) **CONTRACTOR SHALL PROVIDED PRICES IN THIS SECTION IN ADDITION TO THOSE ON THE BID FORM.**

The Contractor may provide additional services with prior written approval of the County if events occur that require increased effort and associated cost beyond the normal scope of this Contract (i.e., hurricanes, flooding, man-made catastrophes, mosquito-borne disease, and/or services performed beyond the maximums outlined in Section 2.02, etc.) or for Expanded Transmission Suppression. The rates for this additional compensation is as follows:

Larviciding - Contractor shall charge the County \$ _____ per square foot which includes all labor, chemicals, equipment, and materials for every square foot that the county is larvicided. A report is to be provided with the billing that details the amount of larvicide applied, the locations of the application, and the date of the applications.

Truck Mounted Adult Mosquito Spraying - \$ _____ per truck assignment which includes all labor, chemicals, equipment, and material, A report is to be attached to any billings to the County that details the date and time of the truck assignment, the zone sprayed, the pesticide used, the driver's names, and the boundaries of the areas sprayed if it is less than an entire zone.

Aerial Adult Mosquito Spraying - Contractor shall charge the County \$ _____ per acre which includes all labor, chemicals, equipment, and materials for every acre of the County that is sprayed by plane with approved pesticides. The aerial spraying shall be confirmed with an aerial spray record confirmation report that records the spray time and application rate of the plane along with the name of the chemical used. Additionally the plane's flight path during the spraying shall be recorded with a global positioning system and a report is to be generated from this device that details the location that the plane while the pesticide is being applied.

Additional Labor - Actual cost of additional labor utilized, plus _____ times said cost. Contractor shall not bill the County for the regular hours worked by any permanent or full time employees of the company. A report shall be generated and attached to any billings to the County for this item that details the name of the employee, the dates and times of their work on this event and the description of the duties they performed. This report will apply to any overtime hours that the additional labor works as well.

(1) Contractor must give each separate mosquito borne disease outbreak or natural disaster a separate "Event Number" which can be used by the County or other government agencies to track and verify the costs associated with each separate

mosquito borne disease outbreak or natural disaster. All reports and/or invoices associated with each separate mosquito borne disease outbreak or natural disaster must include this event Number.

(2) Contractor shall keep separate records for all work associated with a mosquito borne disease outbreak or natural disaster. These records shall include, but not be limited to, all labor, larviciding activity, ground adulticiding, aerial spraying, maintenance work, complaint resolution, clerical work, inspections, education, surveillance, testing, etc. These records shall be made available for inspection by the County or its representatives and shall be used for the purpose of generating the invoices for this work.

10.03 Contractor's Billings to County. - The Contractor shall bill the County for services rendered within ten (10) days following the end of the month. Such billing and payment shall be based on 1/12 of the annual contract rate set forth in the Bid Documents plus any approved additional compensation. The Contractor's bill shall have, attached a monthly report of all activities completed, complaints received and their disposition for the billing period.

11.00 PERFORMANCE

In the event that it shall become impossible or unlawful for the Contractor to continue the performance of this contract by reason of an Act of God, an act of the Legislature hereinafter passed, or by an act of the County Board of Supervisors or by reason of change in the Charter of the County or by reason of final order by a court of record in proceedings, not instituted by or acquiesced in by the Contractor, directly or indirectly, and not due to any act or negligence upon the Contractor, the Contractor shall not be liable for damage for consequences arising solely out of such impossibility.

EXHIBIT A

EXPANDED TRANSMISSION SUPPRESSION PROTOCOL

MOSQUITO CONTROL PROGRAM

HANCOCK COUNTY, MISSISSIPPI

Upon being notified by the Mississippi Department of Health or other responsible state agency that a person within Hancock County has been diagnosed with mosquito-borne encephalitis or West Nile Virus and there is likelihood that this person contracted such while within the County, or notification has been given that a mosquito sample submitted to the state for testing is positive for encephalitis or West Nile Virus, Contractor will notify the Hancock County Administration in writing of the confirmation and provide a transmission suppression plan in accordance with the protocol outlined herein:

- 1.) In the absence of conflicting information, the home of the infected person or mosquito trapping site will serve as the epicenter from which inspection, sampling, and control efforts will radiate.
- 2.) Personnel will be assigned to inspect the immediate area surrounding the epicenter and to continue outward for an approximate five city block area depending upon the geographic location, the topography, and the surrounding conditions. The purpose of the search will be to locate the vector mosquito (the Southern House Mosquito and/or the Asian Tiger) breeding sites. Once located, the larvae will be addressed by releasing Mosquito Fish, if that is feasible, or treating with bio-larvicide, if that is feasible, or other appropriate treatment.
- 3.) While the exact address of the infected person or trapping site location will not be divulged, residents in the area will be made aware that there is a heightened potential for encephalitis infection in their neighborhood and that personal protection and yard sanitation is recommended. This will be done by distributing informative literature within a one to five city block radius of the epicenter.
- 4.) During the evening hours, truck mounted sprayers will be assigned to one or more Spray Zones radiating from the epicenter in an effort to reduce the vector population below the critical level as noted in the section titled Encephalitis Surveillance.
- 5.) The efficacy of this operation will be determined through the use of Gravid Traps. Gravid Traps will be used to sample the adult mosquito population in a one to five city block area radiating from the epicenter. The number of mosquitos collected will serve to quantify the adult population and provide Specimens for testing. If the reduction is not accomplished after three nights of truck spraying, aerial spraying will be used to supplement the ground spraying efforts.

The Sea Coast Echo

POST OFFICE BOX 2009
BAY SAINT LOUIS, MS 39521-2009

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
HANCOCK COUNTY

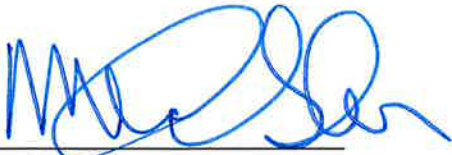
PERSONALLY appeared before me the undersigned authority in and for said County and State, MICHAEL SCHUVER, vice president of THE SEA COAST ECHO, a newspaper published in the City of Bay Saint Louis, said County, who being duly sworn, deposes and says the publication of this notice hereunto annexed has been made in the said publication 2 weeks to-wit:

On the 5 day of August 2020

On the 12 day of August 2020

On the _____ day of _____ 2020

On the _____ day of _____ 2020



Vice President

Sworn to and subscribed before me A NOTARY PUBLIC



This 26 day of August 2020



INVITATION TO BID
Bids for the Mosquito Contract Services for Hancock County will be received at 854 Highway 90, Bay St. Louis, MS until 10:00 A.M. local time on the 8th day of September, 2020. Any bids received after the time and date specified will not be considered and will be returned unopened. The bids will be opened and read aloud at or after 10:00 a.m. on September 8, 2020 at 854 Highway 90, Bay Saint Louis, Mississippi 39520. All bids must be addressed to the Hancock County Board of Supervisors and marked "SEALED BID for Mosquito Contract Services." If a bid is submitted by mail, the address of the Hancock County Board of Supervisors is 854 Highway 90, Bay St. Louis, MS 39520. Each bid must be submitted and actually received prior to the bid deadline. The bidders shall, as applicable, hold or obtain such Contractor's and business licenses as required by state and federal law. Before a Contract will be awarded for the work contemplated herein, the Owner will conduct investigation as is necessary to determine the performance record and ability of the apparent lowest responsible qualified bidder to perform the work specified under this Contract. Upon request, the bidder shall submit such information as deemed necessary by the Owner to evaluate the bidder's qualifications. The County reserves the right to reject all bids or any bid not conforming to the intent and purpose of the Proposal Documents, or to waive any informality in the bidding, and to postpone the award of the Contract. Contractors submitting the proposal agree that if awarded, they shall have deliverable the payment and performance bonds, insurance and all other requirements necessary for the award, and shall agree to maintain their bid for acceptance until such time as the County accepts or rejects the bids. By submitting a proposal, proposers waive any right to seek lost revenues or profits related to the County not accepting their bid. Bidding documents may be obtained from Maureen Anderson, maureen.anderson@co.hancock.ms.us, beginning on Friday, August 7, 2020, after 1:00 p.m.
08/05/20, 08/12/20