

REQUEST FOR PROPOSALS - 2016

MOSQUITO CONTROL PROGRAM

FOR HANCOCK COUNTY

Sealed Proposals are invited and will be received by the Hancock County Board of Supervisors (herein after known as "County"), 854 Highway 90, Suite A, Bay St. Louis, MS 39520 for a Mosquito Control Program for Hancock County.

Proposals shall be made on the Proposal Forms provided to interested parties and persons upon request by them to the Board of Supervisors. The terms and form of those proposals and documents apply to all proposers. The County will furnish copies of the Contract Documents and form of Contract to prospective Contractors upon request.

Proposals shall be delivered to, and be on file with, the County on or before 10:00 a.m. on Tuesday, September 6, 2016. The envelope containing the Proposal must be sealed and plainly marked "Proposal for Mosquito Control Program."

Proposals will be publicly opened and read at 10:00 a.m. on Tuesday, September 6, 2016, in the Board of Supervisor's Chambers, 854 Highway 90, Suite A, Bay St. Louis, MS 39520. The selected Contractor will be awarded in the discretion of the Board of Supervisors. The contract pursuant to state and federal law.

A proposal/bid bond or certified check shall accompany the Proposal, in accordance with the Instructions to Contractors, Exhibit A.

The County reserves the right to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make an award in any manner, consistent with law, deemed in the best interest of the County. By submitting a proposal, a proposer waives any right to seek damages or other relief against or from the County concerning a rejection or decision or act by the Supervisors to not accept that bid.

Published:

2t: July 27, 2016 & August 3, 2016

By Order of the Board on July 18, 2016

Signed:/s/Blaine LaFontaine, Board President

EXHIBIT A

INSTRUCTIONS TO CONTRACTORS - 2016

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 on which shall be appropriately filled in. Proposals will be received at the Office of the Board of Supervisors until 10:00 a.m. on Monday, September 19, 2016, and publicly opened and read aloud in the Board of Supervisors Chambers, 854 Highway 90, Suite A, Bay St. Louis, MS, at that time. 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 "Proposal for Mosquito Control Program".

2. PREPARATION OF PROPOSAL

All Proposals shall be prepared and signed by the Contractor in the form attached hereto and without removal from this bound 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 as listed on Exhibit "B".

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 "Proposal for Mosquito Control Program". If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. 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 may be withdrawn prior to the above scheduled time for the opening of Proposal or authorized postponement thereof. Any Proposal received after the time and date specified shall not be considered.

3. PROPOSAL SECURITY AND EVIDENCE OF INSURANCE

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 on the attached form (or such form as may mutually be agreed upon by the County and the selected Contractor), 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 no Contractor's Proposal has been selected within ninety (90) days after the date of the opening of Proposals upon demand of the Contractor at any time thereafter, so long as he has not been notified of the acceptance of his Proposal.

Each Proposal shall be accompanied by a certificate of insurance evidencing the coverage set forth in Section 9.00 of Exhibit C, General Specifications.

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 attached hereto (or such forms as may mutually be agreed upon 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, Contractor will be considered 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.

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 Contract Documents.

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 County shall make all such documents available to the Contractors.

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.

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 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: Felicity Edwards, 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 Contract 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.

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 Contract 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 Contract Documents.
- (d) 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 Contract Documents.
- (e) 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; 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 Contract Documents and of the Proposal shall render the accompanying Proposal irregular and subject to rejection by the County. The County intends that the Contract shall be awarded within ninety (90) days following the date Proposals are publicly opened and read.

"Exhibit B"

CONTRACTOR'S PROPOSAL FORM- 2012

MOSQUITO CONTROL PROGRAM

HANCOCK COUNTY, MISSISSIPPI

TO: The Board Of Supervisors, Hancock County
854 Highway 90, Suite
A Bay St. Louis, MS
39520

RE: Proposal of _____
(a corporation duly organized under the laws of the State of _____/

The undersigned having carefully read and considered the terms and conditions of the Contract 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 Contract Documents at the rates (expressed in words and figures) hereinafter set forth:

Lump sum: _____ Dollars and Cents per Year

Note: Additional pricing required in Section 10.02 of Exhibit C.

CONTRACTOR

BY _____

TITLE _____

PRINCIPAL OFFICE ADDRESS _____

(City)

(State) (Zip Code)

COUNTY _____

TELEPHONE _____

EXHIBIT "C"

GENERAL SPECIFICATIONS- 2012

MOSQUITO CONTROL

PROGRAM HANCOCK COUNTY,

MISSISSIPPI

1.00 **DEFINITIONS**

- 1.01 Contract Documents
- 1.02 Contractor
- 1.03 County

2.00 **SCOPE OF WORK**

- 2.01 Inspection/Surveillance
- 2.02 Chemical Control
- 2.03 Biological Control
- 2.04 Public Education
- 2.05 Efficacy Testing

3.00 **OPERATIONS**

- 3.01
- 3.02 Contractor To Make Examination
- 3.03 Holidays
- 3.04 Complaints
- 3.05 Program Equipment
- 3.06 Office
- 3.07 Point of Contact

4.00 **COMPLIANCE WITH LAWS**

5.00 **EFFECTIVE DATE**

6.00 **NONDISCRIMINATION**

7.00 **LICENSES AND TAXES**

8.00 **TERM**

9.00 **INSURANCE**

Reporting

10.00 BASIS AND METHOD OF PAYMENT

- 10.01 Rates
- 10.02 Additional Compensation
- 10.03 Contractor's Billings to County

11.00 PERFORMANCE

1.00 DEFINITIONS

1.01 Contract Documents - The Request for Proposals, Instructions to Contractors, Contractor's Proposal, General Specifications, the Contract Performance Bond and any addenda or changes to the foregoing documents agreed to by the County and the Contractor..

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

1.03 County - County of Hancock

2.00 SCOPE OF WORK

The work under this 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 Contract Documents.

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 this certificate is to be submitted to the County on a yearly basis.

2.01 Inspection/Surveillance

(a) **Mosquito Larvae**

Inspectors must locate and map or otherwise record mosquito breeding sites. 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 operated three (3) times each week during the mosquito breeding season. This schedule may be reduced or suspended during periods of low temperatures provided the Contractor gives prior notice to the County. Light trap collections will be identified to Genus. Retarding data will be used in males/females of each pest species collected per light trap per collection night.

(c) Encephalitis Surveillance

Since 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). 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 50 Asian Tigers collected in a 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 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.

The County recognizes that it is not possible for the Contractor to warrant or guaranty that by utilizing the surveillance and/or the mosquito control services delineated herein for the Contractor to eradicate any and/or all mosquitoes which may come within the County and/or which are bred within the County and which carry one or more virus, and/or other mosquito related diseases, including without limitation Eastern Equine Encephalitis, St. Louis Encephalitis and West Nile virus which may be injurious to the health of one or more residents of the County and/or any persons temporarily within the County and/or any animal in the County. Accordingly, the Contractor, and any of its employees and/or agents and/or members and/or insureds and/or contractors, shall not be responsible and/or liable to the County and/or any one acting through the County for any claims, and/or damages and/or liability and/or fines and/or penalties and/or causes of action arising out of and/or relating to and/or resulting from any and/or all viruses and/or sickness and/or illness which may be caused directly and/or indirectly and/or in conjunction with any other disease and/or virus and/or immune deficiency associated with any person which is attributable in any fashion from the results of one or more mosquito bites, whether the effect from such bites is immediate and/or results from the cumulative effect of mosquito bites obtained over time.

2.02 Chemical Control

(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.

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 fifty thousand (250,000) 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.

Aerial application of insecticides for the control of adult mosquitoes must 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.

(b) Larval Mosquito Control

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 equipment suitable for the chemical being applied, and in a manner consistent with label recommendations. 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 must be sprayed 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 Exhibit D (attached).

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 The County residents 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, BTL, 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 Hancock 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 - 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.

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 clearly visible on each side the name of the Contractor.

- (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 can not 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.

(b) Calibration

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

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 Board of Supervisors designated agent 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.
- (b) Contractor shall submit a monthly report of activities to reflect mosquito abatement work accomplished.
- (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 exists 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 the County agrees to enter into a just and reasonable termination cost agreement, with the understanding that the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated, except that, upon mutual agreement between the Contractor and the County, the Contract may be re negotiated to provide for altered services by the Contractor, within the time of available funds.

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 righ to or action of Contractor in response there to.

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 for the provisions of Section 8.00.

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. 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:

<u>Coverage</u>	<u>Limits of Liability</u>
Workmen's Compensation Employer's Liability	\$ 1,000,000
Automobile Liability Bodily Injury and Property Damage Combined Single Limit	\$ 1,000,000
Excess Liability (Excluding General Liability)	\$ 2,000,000
General Liability (Excluding Automobile)	\$ 2,000,000

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, and any additional compensation in accordance with Section 10.02.

The annual compensation payable to the Contractor for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), applicable to, All Urban Consumers - All Items Index, U.S. City Average (CPI-U), published by the United States Department of Labor, Bureau of Labor Statistics. Said adjustment shall be equal to the net percentage change in the CPI-U or five (5) percent, whichever is less,

10.02 Additional Compensation

- (a) The Contractor is entitled to additional compensation 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.).
- (b) Upon authorization by the County Board of Supervisors of Expanded Transmission Suppression as provided in Section 2.02(c) or for services beyond the normal scope of this Contract as provided in Section 2.02 the Contractor shall be compensated as shown below:

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 Contract 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.