
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: RFP-600650-09/GMG – Term Contract for Mosquito Control Aerial Adulticiding Services

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Gloria Garcia

EXT: 7123

MOTION/RECOMMENDATION:

Award RFP-600650-09/GMG – Term Contract for Mosquito Control Aerial Adulticiding Services to Vector Disease Control, Inc., DeWitt, Arkansas (Primary Contractor), and Clarke Environmental Mosquito Management, Inc., Kissimmee (Secondary Contractor).

County-wide

Ray Hooper

BACKGROUND:

RFP-600650-09/GMG will provide for professional services for the County's mosquito control program by providing aerial insecticide application support in Seminole County on an as-needed basis to control adult mosquitoes on specific source locations. The County expects to treat 61,440 acres per year. Annual aerial Adulticiding applications may increase gradually during the ensuing three (3) year period as the need arises. Additional aerial mosquito treatment areas may be identified during the contract term.

The project was publicly advertised and the County received two (2) submittals in response to the solicitation: Clarke Environmental Mosquito Management, Inc., Kissimmee, and Vector Disease Control, Inc., DeWitt, AR. The Evaluation Committee, which consisted of Edward Horvath, Principal Environmental Scientist, Public Works Department/Roads-Stormwater Division and Owen Reagan, Project Manager/Principal Engineer, Public Works /Roads-Stormwater Division, evaluated the proposals. Consideration was given to personnel and firm qualifications and credentials, management plan and technical plan and proposed fee schedule. The agreements shall take place on the date of the execution by the County and shall run for a period of three (3) years and, at the sole option of the County, may be renewed for three (3) successive one (1) year periods. Authorization for performance of services by the Contractors under this agreement shall be in the form of written Release Orders issued and executed by the County. The estimated annual budget for this project is \$60,000.00.

STAFF RECOMMENDATION:

Staff recommends that the Board award RFP-600650-09/GMG – Term Contract for Mosquito Control Aerial Adulticiding Services to Vector Disease Control, Inc., DeWitt, Arkansas (Primary Contractor), and Clarke Environmental Mosquito Management, Inc. Kissimmee (Secondary Contractor).

ATTACHMENTS:

1. Tabulation Sheet/Status
2. Ranking
3. Evaluation Responses
4. Agreement - Primary Contractor
5. Agreement - Secondary Contractor

Additionally Reviewed By:

County Attorney Review (Ann Colby)

**B.C.C. - SEMINOLE COUNTY, FL
RFP TABULATION SHEET**

ALL RFP'S ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE CONSULTANTS LISTED HEREIN ARE THE ONLY RFP'S RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

Page 1 of 1

RFP NUMBER: RFP-600650-09/GMG
RFP TITLE: Term Contract for Mosquito Control Aerial
Adulticiding Services

DUE DATE: April 29, 2009 at 2:00 P.M.

Clarke Environmental Mosquito Management, Inc.
3036 Michigan Avenue
Kissimmee, Florida 34744

(407) 944-0520 - Phone
(407) 944-0709 - Fax
Frank J. Clarke

Vector Disease Control, Inc.
PO Box 566
DeWitt, AR 72042-0566

(800) 413-4445 – Phone
(866) 839-8595 – Fax
Malcom Williams

The evaluation criteria is as follows:

Personnel and Firm Qualifications and Credentials - 35 Weighted Points

- Delineated personnel and firm experience
- Credentials – certifications, licenses
- Past performance record
- Current Workload and staff and equipment availability

Management Plan and Technical Plan – 35 Weighted Points

- Work Procedures
- Approach to Work
- Quality Control program

Fee Schedule - 30 Weighted Points (see attached price detail)

Tabulated by Gloria M. Garcia, Senior Procurement Analyst (Posted 4/29/2009 – 2:50 PM)

Recommendation of Award: Primary Contractor: Vector Disease Control, Inc. Secondary Contractor" Clarke Environmental Mosquito Management, Inc. for BCC Approval on June 23, 2009 Posted: 5/20/2009 – 12:00 PM)

MATERIALS AND PRICE SCHEDULE	Clarke Environmental Mosquito Management	Vector Disease Control, Inc.
<i>RFP-600650-09/GMG - Aerial Adulticiding Services</i>		
Application with Pesticide Provided		
Naled - Pesticide & application at 0.50 oz/acre	\$1.53	\$1.41
Naled - Pesticide & application at 0.75/acre	\$1.84	\$1.70
Naled - Pesticide & application at 1.0 oz/acre 2.16	\$2.16	\$2.00
Anvil 10+10 applied at 0.62 oz /acre (option)	\$1.67	N/A
Application Only- County provides chems		
Naled - application only	\$0.89/per acre application	\$0.82/per acre application
Naled - pesticide only	No Bid	\$150.46/per gallon

RFP-600409-08/GMG- Term Contract for Mosquito Control Aerial Larviciding Services

Evaluators	Clarke Environmental Mosquito Management	Vector Disease Control, Inc.
Horvath, Edward	4.4	6.65
Reagan, Owen	5.5	5.65
TOTAL POINTS	9.45	12.30
RANKING	2	1

Evaluations

RFP-600650-09/GMG - Mosquito Control Aerial Adulticiding Services

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Congratulations on your selection as an Evaluation Team Member!

Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner?

Are you willing to present a clear picture of the issues considered during the evaluation?

I have read and will comply with the above requirement:

:

Yes

Conflict of Interest Statement - Policies and Procedures address employee and elected official conflicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions

which affect their private gain or the gain of family members and friends.

County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations.

I state that I have considered my obligation to put the public interest above personal interest::

Yes

Instructions: Describe strengths, weaknesses and deficiencies to support your assessment for each of the categories. Read and agreed::

Yes

RESPONSE #1: CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC.:

#1: Personnel and Firm Qualifications and Credentials 7 - 9 = Exceeds Requirements 4 - 6 = Meets Requirements 1 - 3 = Does Not Meet Requirements 0 = Does Not Comply
5

#1: Delineated Experience - certifications, licenses, past performance, workload - Remarks:

Clarke meets the experience, licensing, workload criteria. Historically, we have had billing issues and issues with incorrect materials being used/charged for.

#1: Management Plan and Technical Plan 7-9 = Exceeds Requirements 4-6 = Meets Requirements 1-3 = Does Not Meet Requirements 0 = Does not Comply:

5

#1: Work Procedures - Approach to Work - Quality Control Program - Remarks:

Clarke provides the pesticide, and loads their planes in Sarasota. There is little quality control that can be conducted by County Staff with materials used. Clarke does not provide software or data to track pesticide application. Reports are static.

#1: Fee Schedule:

3

#1 Total:

4.4

RESPONSE #2: VECTOR DISEASE CONTROL, INC.:

#2: Personnel and Firm Qualifications and Credentials 7 - 9 = Exceeds Requirements 4 - 6 = Meets Requirements 1 - 3 = Does Not Meet Requirements 0 = Does Not Comply
5

#2: Delineated Experience - certifications, licenses, past performance, workload - Remarks:

VDCI meets our experience, licensing, workload criteria. They currently hold a contract for aerial larviciding. We have historically utilized this bidder for adult mosquito control using a piggyback contract and I was pleased with the results.

#2: Management Plan and Technical Plan 7-9 = Exceeds Requirements 4-6 = Meets Requirements 1-3 = Does Not Meet Requirements 0 = Does not Comply:

8

#2: Work Procedures - Approach to Work - Quality Control Program - Remarks:

VDCI supplies the pesticide for bioassay testing in order to ensure the pesticide meets my requirements. VDCI has provided the County with software to track pesticide applications in near-real-time. Reports are viewable in motion.

#2: Fee Schedule:

7

#2 Total:

6.65

Created at 5/6/2009 2:19 PM by [Horvath, Edward](#)

Last modified at 5/6/2009 2:19 PM by [Horvath, Edward](#)

Evaluations
RFP-600650-09/GMG - Mosquito Control Aerial Adulticiding Services

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Congratulations on your selection as an Evaluation Team Member!
Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner?
Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirement:

Yes

Conflict of Interest Statement - Policies and Procedures address employee and elected official conflicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends. County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest::

Yes

Instructions: Describe strengths, weaknesses and deficiencies to support your assessment for each of the categories. Read and agreed::

Yes

RESPONSE #1: CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC.:

#1: Personnel and Firm Qualifications and Credentials 7 - 9 = Exceeds Requirements 4 - 6 = Meets Requirements 1 - 3 = Does Not Meet Requirements 0 = Does Not Comply
6

#1: Delineated Experience - certifications, licenses, past performance, workload - Remarks:

Clarke meets the experience,licensing and workload criteria. They have worked extensively with Seminole County in the past.

#1: Management Plan and Technical Plan 7-9 = Exceeds Requirements 4-6 = Meets Requirements 1-3 = Does Not Meet Requirements 0 = Does not Comply:
5

#1: Work Procedures - Approach to Work - Quality Control Program - Remarks:

Satisfactory approach to work and procedures.

#1: Fee Schedule:

4

#1 Total:

5.05

RESPONSE #2: VECTOR DISEASE CONTROL, INC.:

#2: Personnel and Firm Qualifications and Credentials 7 - 9 = Exceeds Requirements 4 - 6 = Meets Requirements 1 - 3 = Does Not Meet Requirements 0 = Does Not Comply
5

#2: Delineated Experience - certifications, licenses, past performance, workload - Remarks:

VDCI meets the licensing, experience and workload requirements. they have been working with Seminole County over the last couple years.

#2: Management Plan and Technical Plan 7-9 = Exceeds Requirements 4-6 = Meets Requirements 1-3 = Does Not Meet Requirements 0 = Does not Comply:
6

#2: Work Procedures - Approach to Work - Quality Control Program - Remarks:

More access to quality control.

#2: Fee Schedule:

6

#2 Total:

5.65

Created at 5/18/2009 3:36 PM by [Reagan, Owen](#)
Last modified at 5/18/2009 3:36 PM by [Reagan, Owen](#)

**TERM CONTRACT FOR MOSQUITO CONTROL AERIAL ADULTICIDING SERVICES
PRIMARY CONTRACTOR
(RFP-600650-09/GMG)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **VECTOR DISEASE CONTROL, INC.**, duly authorized to conduct business in the State of Florida, whose address is P.O. Box 566, Dewitt, Arkansas 72042, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide mosquito control aerial adulticiding services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required services shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing specific services. This Agreement standing alone does not authorize services or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Purchase Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for provision of services by CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be provided by CONTRACTOR shall be performed, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses.

SECTION 6. PAYMENT AND BILLING.

(a) CONTRACTOR shall supply all services required by the Purchase Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually provided; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to CONTRACTOR when requested as services are furnished but not more than once monthly. Each Purchase Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services therein, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Copies of the invoice shall be sent to:

Public Works
520 West Lake Mary Blvd., Suite 200
Sanford, Florida 32773

Roads/Stormwater
177 Bush Loop
Sanford, Florida 32773

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONTRACTOR.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory performance of services required hereunder and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last services are provided.  Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such services available at CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section

reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 8. RESPONSIBILITIES OF CONTRACTOR. Neither COUNTY'S review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR'S negligent or wrongful provision of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) COUNTY may, by written notice to CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY'S  convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In

such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure

that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. CONFLICT OF INTEREST.

(a) CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event that CONTRACTOR, during the course of the work under this Agreement, requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. CONTRACTOR agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONTRACTOR.

SECTION 17. INSURANCE.

(a) GENERAL. CONTRACTOR shall, at its own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this Agreement, CONTRACTOR shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the

insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability Policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate,  CONTRACTOR will at the option of COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage  required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance

conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$100,000.00 (Each Accident)
 \$100,000.00 (Disease-Policy Limit)
 \$100,000.00 (Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR'S insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	 Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$300,000.00
Each Occurrence Limit	\$300,000.00

(3) Business Auto Policy.

(A) CONTRACTOR'S insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an

aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$300,000.00

(d) COVERAGE. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY'S officials, officers, or employees shall be excess of and ~~not~~ contributing with the insurance provided by or on behalf of CONTRACTOR.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of CONTRACTOR to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary services that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation

SECTION 19. REPRESENTATIVES OF COUNTY AND CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, will designate and advise CONTRACTOR in writing of one or more of its employees to whom all communications pertaining to the day-

to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONTRACTOR is to be and

shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY'S officers and employees either by operation of law or by COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

SECTION 25. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request.  CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the services created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Public Works - Roads/Stormwater
177 Bush Loop
Sanford, Florida 32773

For CONTRACTOR:

Vector Disease Control, Inc.
P.O. Box 566
Dewitt, Arkansas 72042

SECTION 28. RIGHTS AT LAW  RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

VECTOR DISEASE CONTROL, INC.

, Secretary

(CORPORATE SEAL)

By: _____
, President

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.



County Attorney

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order

AEC/sjs
4/6/09, 5/21/09
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**Section 5
Cost Proposal**

PROJECT: MOSQUITO CONTROL AERIAL ADULTICIDING SERVICES

COUNTY CONTRACT NO. RFP-600650-09/GMG

Name of Proposer: Vector Disease Control Inc.

Mailing Address: P.O. Box 566

Street Address: 203 East Cross

City/State/Zip: Dewitt AR 72042

Phone Number: (800) 413-4445

FAX Number: (866) 839-8595

Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity Contract Documents, including Addenda Nos. 1 through 1, on file at the Purchasing Division for the amount hereinafter set forth.

The undersigned, as Proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish Insurance Certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 24 day of April, 2009.

(Signature of person signing FORM)

Malcom Williams
(Printed name of person signing FORM)

Manager Aerial Division & Chief Pilot
(Title of person signing FORM)

RFP-600650-09/GMG
MATERIALS AND PRICE SCHEDULE
REVISED PER ADDENDUM #2

APPLICATION WITH PESTICIDE PROVIDED (Service Provider provides the chemicals)	Cost Per Acre
Naled* - Pesticide & application applied at 0.50 oz per acre	\$ 1.41
Naled* - Pesticide & application applied at 0.75 oz per acre	\$ 1.70
Naled*- Pesticide & application applied at 1.0 oz per acre	\$ 2.00

APPLICATION ONLY (County provides the chemicals)	Cost
Naled - Application only	\$ 0.82 /Per Acre Application
Naled - Pesticide only	\$ 150.46 /Per Gallon

*Service Provider shall provide a label and MSDS for all proposed pesticides with their submittal.

The SERVICE PROVIDER shall ensure that personnel assigned to perform services in this Agreement shall comply with all provisions in the agreement and that all data and information submitted to the COUNTY for Professional Services is accurate.

The SERVICE PROVIDER shall ensure that all key personnel; support personnel and other agents performing services under this Agreement are fully qualified and capable to perform their assigned tasks. Any change or substitution to the SERVICE PROVIDER'S KEY PERSONNEL as described in this Agreement must be approved, in writing, by the COUNTY'S ADMINISTRATIVE AGENT before said changes or substitutions can become effective. At the sole discretion of the COUNTY'S ADMINISTRATIVE AGENT, the COUNTY shall have the right to require the SERVICE PROVIDER to remove personnel assigned at any level for the performance of work.

Proposer Name: Vector Disease Control Inc.
 Malcom Williams

Section 1 – Description of Services – Scope of Work

Seminole County is currently soliciting proposals for a term contract to provide professional services for the County's Mosquito Control Program, by providing aerial insecticide application support in Seminole County on an as needed basis. The professional services will include, but not limited to:

- I. **AERIAL SERVICES: Task 2 - Aerial Adulticiding:** To control adult mosquitoes will generally be limited to specific source locations identified in Seminole County. The COUNTY expects to treat 61,440 acres per year. Annual aerial Adulticiding applications may increase gradually during the ensuing three (3) year period. Aerial Adulticiding in Seminole County may increase as the need arises. Additional aerial mosquito treatment areas may be identified during the contract. The specific locations and frequency of insecticide application shall be determined at the sole discretion of the COUNTY. Global positioning system (GPS) coordinates of all sites will be provided by the COUNTY to the SERVICE PROVIDER. During the term of this agreement the COUNTY, at its sole discretion, may add, delete or modify portions of the work scope functions. There is no guarantee that the approximate acres will be conducted during the year.

- II. **BASIC SERVICES**
 - A. ***The Service Provider shall:***
 1. Have one (1) aircraft capable of being equipped to apply the mosquito adulticides specified in this Agreement in accordance with the label directions and all rules and regulations of the Florida Department of Agriculture and Consumer Services' Bureau of Entomology and Pest Control and the U.S. Environmental Protection Agency.
 2. Have the capabilities of receiving and opening an e-mail version of the target area map as delineated on the COUNTY's Geographic Information System (GIS) and a facsimile transmission of the map.
 3. Provide all ground support for routine applications in order to conduct missions within 48 hours.
 4. Comply with all Federal Aviation Administration (FAA) regulations, inclusive of applicable Federal Air Regulations (F.A.R) 137 that may apply when providing services under the performance of this Agreement.
 5. Confirm in writing. conferences, telephone conversations, consultations and meetings in which SERVICE PROVIDER is a party which resolves or establishes a question of scope, a design element or other consideration of this agreement. Copies of these minutes shall be provided to all attendees/participants and to persons identified on the COUNTY'S distribution list within seven (7) calendar days.
 6. Provide written responses to all the COUNTY's written comments within fifteen (15) calendar days.
 7. Conduct operation within the window of time provided by the COUNTY. During the mosquito season, generally April through October, Service Provider shall be available to perform services twenty-four (24) hours per day, seven (7) days per week. During the non-mosquito season an alternate time period may be mutually agreed to in writing by the County's Administrative Agent and Service Provider.
 8. Provide a report including all aspects of the treatment mission within 24 hours of completion. Provide raw GIS data for County GIS records and County use, along

with any software and mission data needed to process and review the missions, all of which needs to be compatible with the County's current system.

B. Aircraft

1. All aircraft provided by Service Provider pursuant to this Agreement shall be operated and maintained by Service Provider at no additional cost to the COUNTY.
2. All aircraft used by Service Provider to perform professional services identified in this Agreement must conform to all FAA rules and regulations.
3. All Service Provider's aircraft shall be equipped with a Global Positioning System (GPS) capable to record on a map of Seminole County in a digital format compatible with the Geographic Information System of Seminole County Mosquito Management Services. The flight path of the aircraft must be within thirty (30) feet of its actual flight path, when pesticide is being released and when it is not being released.
4. The electronic copy of each mission record shall be provided by SERVICE PROVIDER to the County's Administrative Agent within 24 hours after mission is completed.
5. Service Provider shall notify County's Administrative Agent no later than 07:30 hours on the morning following the mission by e-mail or facsimile as to the completion status of each Task 2ndicated on the work for Release Order.

C. Pilots

All Pilots employed by Service Provider shall maintain all certifications required by FAA and as described in Chapter 388 F.S. and F.A.C. 5E-13 for aerial Public Health Pest Control. Service Provider shall provide written proof of current certifications for all Pilots who provide services under this Agreement.

III. RESPONSIBILITIES OF THE COUNTY

- A. All Release Orders for Services, or instructions provided to the Service Provider by the County's Administrative Agent, or his/her designee, shall be in writing and transmitted by electronic mail or facsimile transmission.
- B. Duties and responsibilities of the County's Administrative Agent:
 1. Shall provide a forty-eight (48) hour notice for the Service Provider to prepare for a mission.
 2. Shall provide Service Provider, no later than twenty-four (24 hours) prior to any time the mission is scheduled to commence, with an electronic copy or hard copy of the Work Order for Services. The Work Order for Services will include the spray area (s), the date (s) and time (s) of desired applications, and any additional information that will increase the safety margin of the mission.
 3. Shall determine the pesticide formulation and application rates and methods to be used by Service Provider for the pesticides identified in Exhibit A of this Agreement.
 4. May use any pesticide formulation and application rate identified in Exhibit A.
 5. Shall provide liaison contact information for Service Provider during all aerial applications and may provide ground support in special cases as determined jointly by the County's Administrative Agent and Service Provider, and during emergency situations.

IV. **DEFINITIONS:** Whenever in this Agreement the following terms are used they shall have the meaning hereinafter set forth unless specifically noted otherwise in the text.

- A. **AERIAL ADULTICIDING:** The aerial application of insecticides to control adult mosquitoes.
- B. **ADULTICIDE:** A pesticide used for the control of adult mosquitoes. Naled is the referenced Adulticide in the Scope of Services.
- C. **COUNTY'S ADMINISTRATIVE AGENT:** The person designated by the COUNTY to provide direct interface with the Service Provider with respect to the COUNTY's responsibilities under this Agreement. Namely the County Mosquito Control Program Manager.
- D. **COUNTY:** Seminole County Government and its staff members assigned to this Project.
- E. **CONTRACT TASKS:** TASK 2 - Aerial Adulticiding
- F. **ELECTRONIC COMMUNICATION:** By e-mail or facsimile.
- G. **SERVICE PROVIDER:** Firm to provide professional mosquito control services.
- H. **PILOT:** Person hired by Service Provider who is an FAA certified licensed pilot and is certified as described in Chapter 388 F.S. and 5E-13 F.A.C. for aerial Public Health Pest Control who provides services under this Agreement.
- I. **PROJECT:** All professional services to assist the COUNTY'S Mosquito Management Services by providing aerial and ground insecticide application support and an aerial reconnaissance capability in Seminole County on an as needed basis.
- J. **PROJECT TEAM:** The County's Administrative Agent and Service Provider who shall work jointly during the term of the Agreement.
- K. **WORK:** All the professional aerial and ground insecticide applications to control immature and adult mosquitoes, aerial surveillance and responsibilities to be performed by Service Provider, specified or stated by this Agreement, including all the supervision of Service Provider personnel necessary or required to perform under this Agreement.

V. **ORGANIZATION MEETINGS AND IMPLEMENTATION SCHEDULE**

- A. The initial organization meeting between Service Provider and COUNTY'S Project Management Team will be scheduled within five (5) working days after the execution of the agreement. The date and time of said meeting will be determined by mutual consent between Service Provider and the COUNTY'S Administrative Agent. The meeting will include prior preparation by Service Provider.
- B. Implementation Schedule: Within fifteen (15) calendar days after issuance of the NTP, the Service Provider shall deliver to the COUNTY an Implementation Schedule with specific dates for approval by the County's Administrative Agent. The Implementation Schedule shall also include the specific calendar dates for the delivery or completion of all documents, and reports required for this Agreement.

VI. **WORK PLAN:** At the conclusion of each contract year, Service Provider shall prepare a written report in both hard copy and electronic formats. Said report shall summarize the key tasks completed and highlight performance data in the performance of the work. The written report and materials (e.g., statistical data, maps, seasonal data, project notebooks, graphics, drawings, schedules, etc.) shall be in a manner and form

determined by the County's Administrative Agent. Service Provider shall provide to COUNTY four (4) copies of each report of which one (1) copy shall be unbound and in reproducible form for printing by COUNTY for distribution.

- VII. **WORK PLAN:** The Project Work Plan shall be provided by the Service Provider and includes the following:

Aerial Services: Provide aerial insecticide application and an aerial reconnaissance capability in Seminole County on an as needed basis.

The specific locations and frequency of insecticide application shall be determined at the sole discretion of the County's Administrative Agent.

- VIII. **WORK TASKS:**

Task 2 - Aerial Adulticiding: The aerial application of insecticides to control adult mosquitoes. Work details to include but not be limited to the following Elements:

1. Provide aerial adulticide application services as directed by the County's Administrative Agent. The County's Administrative Agent will notify Service Provider by e-mail or facsimile of the need for the services no less than twenty-four (24) hours before the time indicated on the work order.
2. Provide and/or apply one or more of the following pesticides at the indicated rate as directed by the County's Administrative Agent:
 - a) Apply Naled @ 0.50 oz./acre.
 - b) Apply Naled @ 0.75 oz./acre
 - c) Apply Naled @ 1.00 oz./acre
 - d) Supply Naled in 30 gallon drums (Pesticide in 30 gallon drums is purchased from Service Provider if County's Administrative Agent cancels aerial mission after delivery, to be used at the next aerial mission).

COUNTY ADMINISTRATIVE AGENT FOR THIS CONTRACT:

SEMINOLE COUNTY MOSQUITO CONTROL

Address: 177 Bush Loop, Sanford, Florida 32773

Phone: (407) 665-5568

FAX: (407) 665-5634

Email: ehorvath@seminolecountyfl.gov

Edward Horvath, Program Manager

TAX COMMISSION NUMBERS
 FLORIDA SALES: 69-11-033995-53C
 FEDERAL SALES/USE: 59-74-0013K

Board of County Commissioners
 Seminole County, Florida
ORDER

ORDER NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE
 MUST REFERENCE THIS PURCHASE ORDER NUMBER.

Page 1

EXHIBIT B

ITEM NO.

QUANTITY

ORDER TYPE: OP

REVISION DATE:

REQ. NUMBER:

ANAL. STATE:

VENDOR NUMBER:

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:
 FISCAL SERVICES DEPARTMENT - PURCHASING AND
 CONTRACTS DIVISION
 1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
 SANFORD FLORIDA 32771
 PHONE: (407) 665-7116 / FAX: (407) 665-7956

DELIVERY DATE:

ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	PRICE	EXTENDED PRICE
<p>SAMPLE PURCHASE ORDER</p> 					

AVAILABILITY

TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:
 CLERK - B.C.C. FINANCE DIVISION
 POST OFFICE BOX 8080
 SANFORD, FL 32772-0869
 Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE
 for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

**TERM CONTRACT FOR MOSQUITO CONTROL AERIAL ADULTICIDING SERVICES
SECONDARY CONTRACTOR
(RFP-600650-09/GMG)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC.**, duly authorized to conduct business in the State of Florida, whose address is 3036 Michigan Avenue, Kissimmee, Florida 34744, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide mosquito control aerial adulticiding services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required services shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing specific services. This Agreement standing alone does not authorize services or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Purchase Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for provision of services by CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be provided by CONTRACTOR shall be performed, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses.

SECTION 6. PAYMENT AND BILLING.

(a) CONTRACTOR shall supply all services required by the Purchase Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually provided; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made  by COUNTY to CONTRACTOR when requested as services are furnished but not more than once monthly. Each Purchase Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services therein, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Copies of the invoice shall be sent to:

Public Works
520 West Lake Mary Blvd., Suite 200
Sanford, Florida 32773

Roads/Stormwater
177 Bush Loop
Sanford, Florida 32773

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONTRACTOR.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory performance of services required hereunder and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last services are provided.  Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such services available at CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section

reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 8. RESPONSIBILITIES OF CONTRACTOR. Neither COUNTY'S review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) COUNTY may, by written notice to CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY'S convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In

such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR had not so failed, the termination shall  be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure

that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. CONFLICT OF INTEREST.

(a) CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event that CONTRACTOR, during the course of the work under this Agreement, requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. CONTRACTOR agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONTRACTOR.

SECTION 17. INSURANCE.

(a) GENERAL. CONTRACTOR shall, at its own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this Agreement, CONTRACTOR shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the

insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability Policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate,  CONTRACTOR will at the option of COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage  required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance

conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required  limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	 Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$300,000.00
Each Occurrence Limit	\$300,000.00

(3) Business Auto Policy.

(A) CONTRACTOR'S insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an

aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$300,000.00

(d) COVERAGE. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY'S officials, officers, or employees shall be excess of and ~~not~~ contributing with the insurance provided by or on behalf of CONTRACTOR.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of CONTRACTOR to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary services that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation

SECTION 19. REPRESENTATIVES OF COUNTY AND CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, will designate and advise CONTRACTOR in writing of one or more of its employees to whom all communications pertaining to the day-

to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONTRACTOR is to be and

shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY'S officers and employees either by operation of law or by COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

SECTION 25. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the services created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Public Works - Roads/Stormwater
177 Bush Loop
Sanford, Florida 32773

For CONTRACTOR:

Clarke Environmental Mosquito Management, Inc.
3036 Michigan Avenue
Kissimmee, Florida 34744

SECTION 28. RIGHTS AT LAW  RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC.

, Secretary

(CORPORATE SEAL)

By: _____
, President

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order

AEC/sjs
4/6/09, 5/21/09
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Section 5
Cost Proposal

PROJECT: MOSQUITO CONTROL AERIAL ADULTICIDING SERVICES

COUNTY CONTRACT NO. RFP-600650-09/GMG

Name of Proposer: Clarke Environmental Mosquito Management, Inc.

Mailing Address: AS Below

Street Address: 3036 Michigan Ave

City/State/Zip: Kissimmee, FL 34744

Phone Number: (407) 944-0520

FAX Number: (407) 944-0709

Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity Contract Documents, including Addenda Nos. 1 through 1, on file at the Purchasing Division for the amount hereinafter set forth.

The undersigned, as Proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish Insurance Certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 27 day of April, 2009.

Frank Clarke

(Signature of person signing FORM)

Frank Clarke

(Printed name of person signing FORM)

VP, Key Accounts

(Title of person signing FORM)

RFP-600650-09/GMG
MATERIALS AND PRICE SCHEDULE
REVISED PER ADDENDUM #2

APPLICATION WITH PESTICIDE PROVIDED (Service Provider provides the chemicals)	Cost Per Acre
Naled* - Pesticide & application applied at 0.50 oz per acre	\$ 1.53
Naled* - Pesticide & application applied at 0.75 oz per acre	\$ 1.84
Naled* - Pesticide & application applied at 1.0 oz per acre	\$ 2.16

Anvil 10+10 Applied at 0.62 oz per acre \$ 1.67

APPLICATION ONLY (County provides the chemicals)	Cost
Naled - Application only	\$ 0.89 /Per Acre Application
Naled - Pesticide only	\$ N/A /Per Gallon

*Service Provider shall provide a label and MSDS for all proposed pesticides with their submittal.

The SERVICE PROVIDER shall ensure that personnel assigned to perform services in this Agreement shall comply with all provisions in the agreement and that all data and information submitted to the COUNTY for Professional Services is accurate.

The SERVICE PROVIDER shall ensure that all key personnel; support personnel and other agents performing services under this Agreement are fully qualified and capable to perform their assigned tasks. Any change or substitution to the SERVICE PROVIDER'S KEY PERSONNEL as described in this Agreement must be approved, in writing, by the COUNTY'S ADMINISTRATIVE AGENT before said changes or substitutions can become effective. At the sole discretion of the COUNTY'S ADMINISTRATIVE AGENT, the COUNTY shall have the right to require the SERVICE PROVIDER to remove personnel assigned at any level for the performance of work.

Proposer Name: Clarke Environmental Mosquito Management, Inc.

Section 1 – Description of Services – Scope of Work

Seminole County is currently soliciting proposals for a term contract to provide professional services for the County's Mosquito Control Program, by providing aerial insecticide application support in Seminole County on an as needed basis. The professional services will include, but not limited to:

- I. **AERIAL SERVICES: Task 2 - Aerial Adulticiding:** To control adult mosquitoes will generally be limited to specific source locations identified in Seminole County. The COUNTY expects to treat 61,440 acres per year. Annual aerial Adulticiding applications may increase gradually during the ensuing three (3) year period. Aerial Adulticiding in Seminole County may increase as the need arises. Additional aerial mosquito treatment areas may be identified during the contract. The specific locations and frequency of insecticide application shall be determined at the sole discretion of the COUNTY. Global positioning system (GPS) coordinates of all sites will be provided by the COUNTY to the SERVICE PROVIDER. During the term of this agreement the COUNTY, at its sole discretion, may add, delete or modify portions of the work scope functions. There is no guarantee that the approximate acres will be conducted during the year.

II. **BASIC SERVICES**

A. ***The Service Provider shall:***

1. Have one (1) aircraft capable of being equipped to apply the mosquito adulticides specified in this Agreement in accordance with the label directions and all rules and regulations of the Florida Department of Agriculture and Consumer Services' Bureau of Entomology and Pest Control and the U.S. Environmental Protection Agency.
2. Have the capabilities of receiving and opening an e-mail version of the target area map as delineated on the COUNTY's Geographic Information System (GIS) and a facsimile transmission of the map.
3. Provide all ground support for routine applications in order to conduct missions within 48 hours.
4. Comply with all Federal Aviation Administration (FAA) regulations, inclusive of applicable Federal Air Regulations (F.A.R) 137 that may apply when providing services under the performance of this Agreement.
5. Confirm in writing. conferences, telephone conversations, consultations and meetings in which SERVICE PROVIDER is a party which resolves or establishes a question of scope, a design element or other consideration of this agreement. Copies of these minutes shall be provided to all attendees/participants and to persons identified on the COUNTY'S distribution list within seven (7) calendar days.
6. Provide written responses to all the COUNTY's written comments within fifteen (15) calendar days.
7. Conduct operation within the window of time provided by the COUNTY. During the mosquito season, generally April through October, Service Provider shall be available to perform services twenty-four (24) hours per day, seven (7) days per week. During the non-mosquito season an alternate time period may be mutually agreed to in writing by the County's Administrative Agent and Service Provider.
8. Provide a report including all aspects of the treatment mission within 24 hours of completion. Provide raw GIS data for County GIS records and County use, along

with any software and mission data needed to process and review the missions, all of which needs to be compatible with the County's current system.

B. Aircraft

1. All aircraft provided by Service Provider pursuant to this Agreement shall be operated and maintained by Service Provider at no additional cost to the COUNTY.
2. All aircraft used by Service Provider to perform professional services identified in this Agreement must conform to all FAA rules and regulations.
3. All Service Provider's aircraft shall be equipped with a Global Positioning System (GPS) capable to record on a map of Seminole County in a digital format compatible with the Geographic Information System of Seminole County Mosquito Management Services. The flight path of the aircraft must be within thirty (30) feet of its actual flight path, when pesticide is being released and when it is not being released.
4. The electronic copy of each mission record shall be provided by SERVICE PROVIDER to the County's Administrative Agent within 24 hours after mission is completed.
5. Service Provider shall notify County's Administrative Agent no later than 07:30 hours on the morning following the mission by e-mail or facsimile as to the completion status of each Task 2ndicated on the work for Release Order.

C. Pilots

All Pilots employed by Service Provider shall maintain all certifications required by FAA and as described in Chapter 388 F.S. and F.A.C. 5E-13 for aerial Public Health Pest Control. Service Provider shall provide written proof of current certifications for all Pilots who provide services under this Agreement.

III. RESPONSIBILITIES OF THE COUNTY

- A. All Release Orders for Services, or instructions provided to the Service Provider by the County's Administrative Agent, or his/her designee, shall be in writing and transmitted by electronic mail or facsimile transmission.
- B. Duties and responsibilities of the County's Administrative Agent:
 1. Shall provide a forty-eight (48) hour notice for the Service Provider to prepare for a mission.
 2. Shall provide Service Provider, no later than twenty-four (24 hours) prior to any time the mission is scheduled to commence, with an electronic copy or hard copy of the Work Order for Services. The Work Order for Services will include the spray area (s), the date (s) and time (s) of desired applications, and any additional information that will increase the safety margin of the mission.
 3. Shall determine the pesticide formulation and application rates and methods to be used by Service Provider for the pesticides identified in Exhibit A of this Agreement.
 4. May use any pesticide formulation and application rate identified in Exhibit A.
 5. Shall provide liaison contact information for Service Provider during all aerial applications and may provide ground support in special cases as determined jointly by the County's Administrative Agent and Service Provider, and during emergency situations.

- IV. **DEFINITIONS:** Whenever in this Agreement the following terms are used they shall have the meaning hereinafter set forth unless specifically noted otherwise in the text.
- A. **AERIAL ADULTICIDING:** The aerial application of insecticides to control adult mosquitoes.
 - B. **ADULTICIDE:** A pesticide used for the control of adult mosquitoes. Naled is the referenced Adulticide in the Scope of Services.
 - C. **COUNTY'S ADMINISTRATIVE AGENT:** The person designated by the COUNTY to provide direct interface with the Service Provider with respect to the COUNTY's responsibilities under this Agreement. Namely the County Mosquito Control Program Manager.
 - D. **COUNTY:** Seminole County Government and its staff members assigned to this Project.
 - E. **CONTRACT TASKS:** TASK 2 - Aerial Adulticiding
 - F. **ELECTRONIC COMMUNICATION:** By e-mail or facsimile.
 - G. **SERVICE PROVIDER:** Firm to provide professional mosquito control services.
 - H. **PILOT:** Person hired by Service Provider who is an FAA certified licensed pilot and is certified as described in Chapter 388 F.S. and 5E-13 F.A.C. for aerial Public Health Pest Control who provides services under this Agreement.
 - I. **PROJECT:** All professional services to assist the COUNTY'S Mosquito Management Services by providing aerial and ground insecticide application support and an aerial reconnaissance capability in Seminole County on an as needed basis.
 - J. **PROJECT TEAM:** The County's Administrative Agent and Service Provider who shall work jointly during the term of the Agreement.
 - K. **WORK:** All the professional aerial and ground insecticide applications to control immature and adult mosquitoes, aerial surveillance and responsibilities to be performed by Service Provider, specified or stated by this Agreement, including all the supervision of Service Provider personnel necessary or required to perform under this Agreement.

V. **ORGANIZATION MEETINGS AND IMPLEMENTATION SCHEDULE**

- A. The initial organization meeting between Service Provider and COUNTY'S Project Management Team will be scheduled within five (5) working days after the execution of the agreement. The date and time of said meeting will be determined by mutual consent between Service Provider and the COUNTY'S Administrative Agent. The meeting will include prior preparation by Service Provider.
- B. Implementation Schedule: Within fifteen (15) calendar days after issuance of the NTP, the Service Provider shall deliver to the COUNTY an Implementation Schedule with specific dates for approval by the County's Administrative Agent. The Implementation Schedule shall also include the specific calendar dates for the delivery or completion of all documents, and reports required for this Agreement.

- VI. **WORK PLAN:** At the conclusion of each contract year, Service Provider shall prepare a written report in both hard copy and electronic formats. Said report shall summarize the key tasks completed and highlight performance data in the performance of the work. The written report and materials (e.g., statistical data, maps, seasonal data, project notebooks, graphics, drawings, schedules, etc.) shall be in a manner and form

determined by the County's Administrative Agent. Service Provider shall provide to COUNTY four (4) copies of each report of which one (1) copy shall be unbound and in reproducible form for printing by COUNTY for distribution.

- VII. WORK PLAN:** The Project Work Plan shall be provided by the Service Provider and includes the following:

Aerial Services: Provide aerial insecticide application and an aerial reconnaissance capability in Seminole County on an as needed basis.

The specific locations and frequency of insecticide application shall be determined at the sole discretion of the County's Administrative Agent.

- VIII. WORK TASKS:**

Task 2 - Aerial Adulticiding: The aerial application of insecticides to control adult mosquitoes. Work details to include but not be limited to the following Elements:

1. Provide aerial adulticide application services as directed by the County's Administrative Agent. The County's Administrative Agent will notify Service Provider by e-mail or facsimile of the need for the services no less than twenty-four (24) hours before the time indicated on the work order.
2. Provide and/or apply one or more of the following pesticides at the indicated rate as directed by the County's Administrative Agent:
 - a) Apply Naled @ 0.50 oz./acre.
 - b) Apply Naled @ 0.75 oz./acre
 - c) Apply Naled @ 1.00 oz./acre
 - d) Supply Naled in 30 gallon drums (Pesticide in 30 gallon drums is purchased from Service Provider if County's Administrative Agent cancels aerial mission after delivery, to be used at the next aerial mission).

COUNTY ADMINISTRATIVE AGENT FOR THIS CONTRACT:

SEMINOLE COUNTY MOSQUITO CONTROL

Address: 177 Bush Loop, Sanford, Florida 32773

Phone: (407) 665-5568

FAX: (407) 665-5634

Email: ehorvath@seminolecountyfl.gov

Edward Horvath, Program Manager

TAX COMMISSION NUMBERS
 FLORIDA SALES: 69-11-033995-53C
 FEDERAL SALES/USE: 59-74-0013K

Board of County Commissioners
 Seminole County, Florida
ORDER

ORDER NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE
 MUST REFERENCE THIS PURCHASE ORDER NUMBER.

Page 1

EXHIBIT B

ITEM NO.

QUANTITY

ORDER TYPE: OP

REVISION DATE:

REQ. NUMBER:

ANAL. STATE:

VENDOR NUMBER:

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:
 FISCAL SERVICES DEPARTMENT - PURCHASING AND
 CONTRACTS DIVISION
 1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
 SANFORD FLORIDA 32771
 PHONE: (407) 665-7116 / FAX: (407) 665-7956

DELIVERY DATE:

ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	PRICE	EXTENDED PRICE
<p>SAMPLE PURCHASE ORDER</p> 					

AVAILABILITY

TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:
 CLERK - B.C.C. FINANCE DIVISION
 POST OFFICE BOX 8080
 SANFORD, FL 32772-0869
 Accts. Payable Inquiries - Phone (407) 665-7681

 PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE
 for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS