

CITY OF DAPHNE, ALABAMA
2019-C-MOSQUITO MANAGEMENT PROGRAM

SUBMITT THREE (3) COPIES OF BID SUBMITTAL *(One Original & Two Copies is Acceptable)*

General Conditions and Specifications

GENERAL INFORMATION

The City of Daphne (the “City”) is soliciting sealed bids from interested bidders for the **MOSQUITO MANAGEMENT PROGRAM**. All bids must be submitted to the Finance Department at Daphne City Hall (1705 Main Street/ P. O. Box 400 Daphne, AL 36526) in a sealed envelope. Oral, telegraphic, or telephonic proposals or modifications will not be considered. The City reserves the right to reject any and all bids and to waive any technical defects.

INTENT

This specification describes a MOSQUITO MANAGEMENT PROGRAM for the City of Daphne.

COMPLETION/PAYMENT OF CONTRACT

Completion time will be a factor in award of the bid. Payment will be made upon completion of the project and approval by an authorized representative of the City of Daphne. Requests for extensions of time due to unusual adverse weather conditions occurring prior to completion of the services will be evaluated by the City.

QUALITY OF MATERIAL/PRODUCTS

The City of Daphne reserves the right to determine if equivalent products offered meet the standards and specifications desired. Where a specific brand is noted, all bidders should be aware that the brand name is used to indicate the desired quality and performance of the product that is desired.

DELIVERY OF PRODUCTS/SERVICES

The bidder agrees to deliver materials requested by the City in the desired services at the price provided for in the bid and provide services within specified months/periods of the year. Failure to deliver/perform in the specified time may result in the termination of the contract by the City. All delivery costs will be included in the bid price. The unit prices will remain firm for the term of the agreement as specified in the bid and accepted by the City on which the award of this contract is made.

BASIS FOR AWARD OF BID

The basis of the bid award will include consideration of the quality and performance of the goods/services to be supplied, conformity to specifications, delivery time, and other requirements outlined in the bid specifications. The bid will be awarded to the lowest responsible bidder complying with the conditions of the bid invitation provided that said bid is reasonable and is in the best interest of the City of Daphne. The City reserves the right to reject any and all bids and to waive any bid formalities whenever such rejection or waiver is in the best interest of the City. The bidder that is awarded the contract must obtain a City of Daphne business license within ten (10) days after award notification.

METHOD OF PAYMENT

All purchases/services performed must follow the policies and procedures of the City of Daphne Finance Department, which require a purchase order prior to performing services or delivery of product. The purchase order number must be on the invoice.

CONFLICT OF INTEREST

No employee, officer, or agent of the City shall have any interest in the award of this contract or the bidder. The award of the contract shall be based on the lowest and most responsive bidder that meets the quality of product bid.

COLLUSION

If there is any reason for believing that collusion exists among the bidders, any or all proposals may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the City of Daphne.

ALABAMA IMMIGRATION LAW COMPLIANCE

In compliance with Act 2012-491: Upon entering this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. Proof of enrollment in E-Verify for Immigration Law Compliance is required - An acceptable proof of enrollment with E-Verify would be an E-VERIFY MEMORANDUM of UNDERSTANDING (MOU).

OPEN TRADE: Section 41-16-5, Code of Alabama (1975)

By signing this submittal/contract, the awarded bidder represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

CONTRACT

Upon the signing of an adopted award Resolution, the Bid Form shall constitute a contract between the City and the successful bidder and bind the successful bidder to furnish and deliver at the prices and in accordance with the conditions of the bid. The contract shall bind the City of Daphne on its part to order from the successful bidder and to pay at the contract prices for all items ordered and delivered.

Prior to the annual contract expiration and upon mutual agreement by the City and the Contractor, the term of the contract may be extended for a second and a third year.

The placing in the mail of a notice of award or purchase order to a successful bidder, to the address given in the bid, will be considered sufficient notice of acceptance of bid.

If the successful bidder fails to deliver within the time specified or within a reasonable time as determined by the City of Daphne or fails to make replacement of rejected articles, when so requested, immediately or as directed by the City, the City of Daphne may purchase from other sources to take the place of the item rejected or not delivered. The City of Daphne reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary.

A contract may be cancelled for non-performance. The City of Daphne reserves the right to terminate the contract at any time by letter to the supplier if the specifications and conditions are not met. Failure to perform in the specified time may result in the termination of the contract.

No items are to be shipped or delivered until receipt of an official purchase order from the City of Daphne. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or the successful bidder's right, title, or interest therein or the bidder's power to execute such contract to any other person, company, or corporation without the express written consent of the City of Daphne.

INSURANCE

All awarded vendors who provide a labor service on City property must provide a Certificate of Insurance listing the City of Daphne as "Additional Insured" for the City's standard policy limit requirements. Worker's Compensation coverage policy will be required for all projects involving a service provided on City property. The Vendor's insurance policies will be provided at the vendor's sole expense.

- ❖ Minimum policy limits are as follows:
 - General Liability Aggregate - \$2,000,000 minimum
 - Each Occurrence - \$1,000,000 minimum
 - Automobile Liability - \$1,000,000 minimum
 - Workers Compensation-Statutory amount & coverage as required by state law, Employer's Liability - \$1,000,000 minimum
- ❖ The following items should be listed in "Description of Operations" section of the certificate:
 - City of Daphne listed as ***Additional Insured***
 - ***The box next to the term "Certificate Holder" must be marked***
 - Agree to hold City harmless and waive right of subrogation
- ❖ Description of the applicable project/work performed for insurance coverage clarification
 - ***In addition, the company name you list on the Certificate must be the same company name on the invoice billed to the City and on the check issued by the City. Listing a D/B/A on the Certificate is acceptable.***
 - Vendor is responsible for any deductible clause in policy.

COMPREHENSIVE CHEMICAL LIABILITY

The Contractor agrees to carry at his own expense Comprehensive Chemical Liability insurance for ULV or barrier treatment operations in the minimum sum of \$2,000,000 combined single unit.

CHOICE OF LAW

The Agreement between the City and the successful bidder shall in all respects be governed by the laws of the State of Alabama, including without limitation all issues relating to capacity, formation, interpretation, and available remedies, without regard to Alabama conflict of law principles.

SUBLETTING OR ASSIGNING OF CONTRACT

- Limitations: The Contractor shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the Contract, his right, title, or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written

consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate superintendent and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount, except that any items designated in the Contract as “Specialty Items” so performed by subcontract may be deducted from the total Contract amount before computing the amount or work required to be performed by the Contractor with his own organization.

- Subcontractor’s Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all of the subcontractor’s work, including failures or omissions.

TIME OF COMPLETION

Bidder must agree to commence on or before a date in April to be specified by the City and to fully complete the project within **the weekly/monthly timeframes specified by the City of Daphne**. All work must be approved by the specified City of Daphne project manager.

INDEMNITY PROVISIONS

The Contractor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses, demands, payments, suits, actions, recoveries, and judgments of every nature and description and expenses including attorneys’ fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by a negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The Contractor shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of Work until the same shall have been completed and accepted. The Contractor shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation, or order. The Contractor shall give to the proper authorities all required notices relating to the Work, obtain all official permits and licenses, and pay all proper fees. The Contractor shall make good any injury that may have occurred to any structure or utility in consequence of the Work.

In any and all claims against the City or its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligations under this “INDEMNITY PROVISIONS” section shall not be limited in any way or be any limitation on the amount or types of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workmen’s compensation acts, disability benefit acts, or other employee benefit acts.

SUBCONTRACTOR’S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall require each of its subcontractors to produce and maintain during the life of any subcontract the subcontractor’s Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof in amounts approved by the City. This certificate shall be used in submitting evidence of compliance with the above requirements. The insurance company’s representative shall execute additional copies of the certificate as may be required. One executed copy shall be forwarded to the Contractor for attachment to the original policy as an endorsement.

QUALIFICATIONS OF BIDDERS:

In evaluating Bidders, City will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

City may conduct such investigations as City deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.

City may disqualify Bidders that have had prior demands placed on a bid bond, payment bond, or performance bond within the last five years prior to the date of this bid submission.

City may disqualify Bidders that have prior or existing litigation arising from allegations regarding the quality of work performed on any contract within the last five years prior to the date of this bid submission.

If the Contract is to be awarded, City will award the Contract to the Bidder whose Bid is in the best interests of the Project.

VENDOR REQUIREMENTS:

- Vendor must have been in business for 5+ years
- Must submit (with the bid submittal) at least 5 references for work done in established business offices – NOTE: consideration will be given for experience working with municipalities and working non-business hours (afternoon & night hours and Saturday & Sundays).
- BIDDER QUALIFICATIONS: The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request.

BID PRICE

The bidder's cost amount should be for labor, chemicals, equipment, etc.

PERFORMANCE BOND

The awarded vendor shall provide the City a Performance Bond in the form and terms approved by the Owner in an amount not less than one hundred percent (100%) of the Contract price for annual services. The Performance Bond will be required at the signing of the Contract. A company licensed to do business in the State of Alabama shall issue the said bond. The inability to provide a performance bond shall disqualify the contractor from performing the work, and the vendor shall forfeit their bid bond. The performance bond shall be required for the length of the contract.

POWER OF ATTORNEY

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

PROGRAM NARRATIVE

The City of Daphne seeks to implement a Mosquito Surveillance and Mosquito Management and Control Program that will identify and treat mosquitoes according to the appearance of vector-borne diseases such as West Nile Virus. The purpose of this Invitation to Bid is to solicit proposals from qualified organizations for the planning, establishment, and successful operation of a Mosquito Surveillance and Management and Control Program **(in the incorporated (City Limits) areas of the City of Daphne, Alabama as designated on the attached map)** as an independent contractor with the City. The City has a population of approximately 25,960 residents.

The primary mission of mosquito management and control services is to provide all populated areas (inside and outside the city limits) of the City of Daphne a resource for the management, control, and abatement of mosquitoes. An ongoing mosquito surveillance and maintenance program is key to all areas of MOSQUITO MANAGEMENT as well as regular MOSQUITO MANAGEMENT practices during the annual active mosquito season, Estimated timeframe of April to November. These practices include night spraying (fogging) using vehicle-mounted ULV spray units, visits to areas of concern for mosquito breeding as notified by citizens, and treating standing water/rain pools and ditches.

SCOPE OF SERVICES / SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Proposal, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents. The Contractor is to provide a program of mosquito abatement through an integrated pest management approach, as well as inspection and surveillance to determine specific need and extent of control measures applied.

The Contractor must abide by all applicable laws and regulations regarding the use of pesticides and container disposal. Contractor shall at all times maintain a full-time certified staff. A copy of this certificate is to be submitted to the City on a yearly basis.

The City shall provide reasonable notice to Contractor whenever the City actually observes or otherwise actually becomes aware of any development that affects the scope or time of Contractor's services hereunder or any defect or nonconformance in the work of Contractor.

MOSQUITO MANAGEMENT

The establishment and implementation of an effective community-wide MOSQUITO MANAGEMENT program, including aerial spraying in select situations and emergencies.

Planning and implementation of the City's MOSQUITO MANAGEMENT activities including larviciding and ultralow volume (ULV) adulticiding directed at mosquito breeding sites and geographical areas of larval and adult mosquito populations as determined by surveillance.

Apply for, receive, and maintain all applicable permits in order to conduct the activities as outlined by this Competitive Bid, including all permits needed to meet Federal and state NPDES regulations. Contractor will abide by all laws and regulations (civil and criminal) mandated by the EPA, Department of Agriculture, and Alabama Department of Environmental Management (ADEM) and comply with current ADEM Justification Thresholds.

Provision of trained and licensed personnel knowledgeable and experienced in larval and adult MOSQUITO MANAGEMENT practices and techniques in sufficient number to meet the City's service needs.

Provision of regular maintenance and calibration of appropriate specialized pesticide application equipment, Global Positioning System (GPS) and vehicles to conduct in a timely manner the larval and adult MOSQUITO MANAGEMENT activities identified and required on an as-needed basis.

Application of chemicals for adult mosquito control must be made by vehicle mounted Ultra Low Volume (ULV) sprayers, handheld ULV sprayers and/or thermal foggers, and aircraft equipped for ULV spraying. Vehicle mounted ULV sprayers must be equipped with a flow-control system that is used in conjunction with radar ground speed sensors to adjust flow rate to vehicle speed. Additionally, the Spray vehicle must be equipped with a map and tracking system to report time, location, speed and direction of the vehicle, as well as indicating when the sprayer was actively spraying and when it was not spraying. The type and application rate of products applied will be determined by the Contractor after consultation and agreement by the City.

Contractor will have evidence of at least two (2) truck-mounted ULV applicator units dedicated for use in City. In addition, Contractor will have evidence of the ability to mobilize an additional five (2) truck-mounted ULV applicator units in select situations and emergency responses. Contractor will have evidence of at least (2) truck mounted wide area larvicide units (WAL) to use for Aedes aegypti/Zika response if needed. Contractor must also demonstrate a minimum of five years MOSQUITO MANAGEMENT experience with a city, county, and/or a municipal government.

Provision of an adequate supply of EPA and State of Alabama approved and registered pesticides for public health use to conduct the larval and/or adult MOSQUITO MANAGEMENT activities.

Preparation and delivery of weekly reports to the City. Reports will include the locations and coordinates of each adult mosquito trap site, number of mosquitoes per trap, taxonomic identification of each mosquito, and West Nile Virus disease testing results. Regular reporting will also include GPS coordinates, number of sites larvicided, dates and product used; addresses and number of road miles actually adulticided, dates and product used. All required reporting will be delivered to and become the property of the City.

As of October 31, 2011, EPA National Pollutant Discharge Elimination System (NPDES) permits are required for pesticides applied directly to water to control pests and/or applied to control pests that are present in or over, including near waters. The bidder shall explain and provide documentation on how they intend to comply with this requirement in relation to this proposal.

The contractor will be capable of performing public education and neighborhood outreach programs in select situations as directed by the City. The contractor will show evidence of education materials and show similar experience conducting public education campaigns in other City or municipal MOSQUITO MANAGEMENT programs.

The goal of this Invitation to Bid (ITB) is to seek companies or businesses that currently provide complete and integrated mosquito management and control services to agencies comparable to City. In submitting a response to this Invitation to Bid, the company or business must provide the City a complete overview of its MOSQUITO MANAGEMENT practices, the company's or business's ability to provide requested services, confirmable references; and mission to provide efficient and a cost effective integrated mosquito management and control program and services for and to the citizens and populated sections of areas inside and outside city limits of the City of Daphne.

REPRESENTATION/WARRANTY OF CERTIFICATIONS, ETC.

Legal Compliance. Contractor shall at all times comply with all applicable Federal, State, local, and municipal laws and regulations. The Contractor's attention is directed to the fact that all applicable Federal laws, State laws, City ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract. Contractor shall be responsible for any and all permits applicable

to its work under the accepted agreement. Contractor shall at all times maintain a full-time certified staff. A copy of this certificate is to be submitted to the City on a yearly basis.

Contractor will provide ongoing communications with City regarding this service, including updates, emails, etc., as requested. Additionally, Contractor will meet with City as needed or requested.

Contractor is responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by or in relation to this contract.

Contractor represents and warrants that its services shall be performed within the limits and standards provided by the City, in a manner consistent with the level of care and skill ordinarily exercised by similar contractors under similar circumstances at the time the services are performed.

Contractor represents and warrants that Contractor is presently certified, licensed, and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that Contractor shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the City in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the City's option.

Each Contractor shall fully acquaint himself with existing conditions relating to the scope and restrictions attending the execution of the work under the Contract. Contractors shall thoroughly examine and be familiar with the Specifications.

The failure or omission of any Contractor to receive or examine any form, instrument, addendum, or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to its Proposal or to the Contract. The City shall make all such documents available to the Contractor.

Each Contractor shall fully acquaint itself with existing conditions relating to the scope and restrictions attending the execution of the work under the Contract. Contractors shall thoroughly examine and be familiar with the Specifications.

LICENSE

The apparent successful bidder will procure all permits and/or licenses, pay all charges and fees, and give all necessary and incidental to the due and lawful prosecution of work specific under this proposal.

COMPETENCY OF CONTRACTOR

The opening and reading of the Proposal shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor. The City reserves the right to determine the competence and responsibility of a Contractor from its knowledge of the Contractor's qualifications or from other sources. The City shall require submission with the Proposal supporting data regarding the qualifications of the Contractor in order to determine whether it is a qualified, responsible Contractor. The Contractor shall be required to furnish the following information sworn to under oath:

- Evidence that the Contractor is in good standing in the State of Alabama and that the Contractor is licensed to do business in the State of Alabama.
- Evidence that the Contractor's experience in conducting MOSQUITO MANAGEMENT is derived from, at minimum, five (5) operations with similar or greater complexity and scope to that required by the Contract Documents.

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

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

Such additional information as will satisfy the City that the Contractor is adequately prepared to fulfill the Contract.

OPERATIONS

Contractor To Make Examination - Based on current conditions, the Contractor shall conduct his own examination and investigate local conditions in order to propose the proper method of doing the work, conditions affecting the work to be done, the labor, equipment, sites, facilities and materials needed thereon, and the quantity of the work to be performed.

Complaints - All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. The Contractor shall provide the City with a full explanation of the disposition of any complaint involving a customer's claim of damage to private property as the result of actions of Contractor's employees or agents. ***Complaints shall be addressed with appropriate measures at no additional cost to the City.***

Program Equipment - The Contractor shall provide a minimum of at least two (2) vehicles for mosquito control services. All vehicles and other equipment shall be kept in good repair, clean appearance and in sanitary condition, acceptable to the City, at all times. Each vehicle shall display the name of the Contractor clearly visible on each side.

Prior to the starting date of the Contract, the Contractor shall submit to the City: An inventory of each truck to be used, including but not limited to type of truck, type of equipment contained thereon, and the Unit number.

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

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

SURVEYING

The successful bidder will obtain maps from the City of the current spray areas. Mosquito surveillance will consist of the sampling of mosquito populations throughout the City of Daphne (inside and outside city limits) at flexible geographical trap locations. This sampling will be conducted weekly from approximately April through November and consist of a mixture of CDC Miniature Light Traps, Gravid Traps, and larval surveillance. Contractor will have experience and provide evidence of performing a contract where they have managed at least 10 weekly trap sites including taxonomic identification and West Nile Virus disease testing. Contractor will have an Entomologist on staff to review West Nile Virus surveillance plan and quality control. Surveillance shall include:

- Taxonomic identification, sorting and pooling of all mosquitoes by species, collection sites and dates of collections, and GPS coordinates for each collection site.
- Observation and recording of the adult mosquito population levels (numbers) by species, date, and collection site.
- Identification and GIS location mapping of mosquito breeding sites will include permanent water sites, catch basins, temporary rainwater locations, artificial containers, septic habitats, and irrigation ditches.

INSPECTION/SURVEILLANCE

(a) Mosquito Larvae

Contractor should describe its proposed approach to larvae control. This approach should include at a minimum **1,500,000 square feet of surface water treated annually.**

(b) Mosquito Adults

Surveillance for adult mosquitoes must be used to determine where and when to focus program resources. Contractor should describe its approach in detail. At a very minimum, surveillance will be conducted through the use of four **(4) Standard New Jersey Light Traps**, permanently mounted throughout the City and collected **two (2) times per week**. Additionally, **two (2) Carbon-dioxide baited CDC style light traps will be set and collected per month.**

Light and CDC trap collections must be identified, reported, and, if medically significant, tested for virus activity.

(c) Encephalitis Surveillance

Particular attention must be paid to the identification and suppression of *Culex quinquefasciatus* (the Southern House Mosquito) and their potential vector, *Aedes albopictus* (the Asian Tiger). Contractor's Proposal should demonstrate knowledge of these species and

describe how they intend to detect, track, and respond to encephalitis and medically important mosquitoes within the City. Contractor's approach should include thresholds and specific techniques which will be utilized.

Contractor's approach will at minimum schedule a minimum of two (2) Gravid Trap collections each week from the **estimated timeframe of April** through **November**, weather permitting. Gravid Traps will be relocated on a weekly basis. Trapped specimens must be separated according to species and submitted for virus testing. Contractor will schedule a minimum of two (2) LBJ Type Ovitrap collections weekly from **the estimated timeframe of April** through **November**.

CHEMICAL CONTROL

(a) Adult Mosquito Control

Application of chemicals for adult mosquito control must be made by vehicle mounted Ultra Low Volume (ULV) sprayers, handheld ULV sprayers and/or thermal foggers, and aircraft equipped for ULV spraying. Vehicle mounted ULV sprayers must be equipped with a flow-control system that is used in conjunction with radar ground speed sensors to adjust flow rate to vehicle speed. Additionally, the Spray vehicle must be equipped with a map and tracking system to report time, location, speed, and direction of the vehicle, as well as indicating when the sprayer was actively spraying and when it was not spraying.

At minimum, **QUANTITY** acre(s) must be sprayed each calendar year. Pesticides used must be limited to those approved by the Federal Environmental Protection Agency and must be applied in accordance with label directions. To effectively combat mosquitoes and deter resistance chemical rotation is imperative.

(b) Larval Mosquito Control

Whenever practical, breeding sites found positive for mosquito larvae must be sprayed with pesticides approved for such use by Federal and State authorities. Larvicides utilized will include *Bacillus thuringiensis israelensis*, *Bacillus sphaericus*, and Spinosad applied according to label.

Application must be made using power or hand operated equipment suitable for the chemical being applied, and in a manner consistent with label recommendations. At a minimum, Contractor must provide **1,500,000 square feet** of larvicide application annually.

(c) Encephalitis Suppression

Upon authorization by the City, Contractor agrees to conduct Expanded Transmission Suppression Protocol.

BIOLOGICAL CONTROL

Larval control must be enhanced through the use of mosquito predator fish, *Gambusia affinis*, where appropriate. These may be used in natural and man-made water holding areas. In addition, the fish must be made available to City residents upon request at no charge. Residents may use these fish in decorative pools and swimming pools. A minimum of **twenty (20)** mosquito fish must be distributed across **five (5)** sites monthly.

EFFICACY TESTING

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

PUBLIC EDUCATION PROGRAM

The Contractor shall establish and conduct a Public Education Program, along with public information releases explaining the causes of mosquito breeding and what residents can do to eliminate mosquito breeding sites. This program should be described in detail in the contractor's proposal. Educational materials can be included as a labeled attachment.

SHUT-OFF LIST

The successful bidder will maintain a continuously updated "Shut-Off" list and map system which identifies all properties that have requested that the adulticide be shut-off in front of and up-wind of their property. All "Shut-Off" properties will be marked prior to any adulticide treatment taking place. New additions to the list will be marked prior to the next adulticide treatment. The City will provide an updated no-spray list to the successful bidder.

MISCELLANEOUS

No ULV operators shall go on private property at any time. Only hand held units will go onto private property to address compliance. ULV operators shall be aware of people or animals in close proximity to any spray and act accordingly to protect them.

BASIS AND METHOD OF PAYMENT

This is an all-inclusive program. All details listed in these bid specifications shall apply to the program. The price set forth will include everything needed to provide an adequate Mosquito Management Program. Fixed portions of this contract shall be billed to the City in equal monthly payments during the estimated timeframe of April through November. Additional service charges will be billed monthly as those services are performed.

The successful bidder will submit to the City a monthly invoice throughout the “mosquito season” during which services have been performed. The invoice shall provide an itemized account of all services performed. City shall pay invoices after City approval which is generally within thirty (30) days of submission of the invoices.

Additional Compensation

The Contractor is entitled to additional compensation with prior written approval of the City if events occur that require increased effort and associated cost beyond the normal scope of this Contract (i.e., hurricanes, flooding, man-made catastrophes, mosquito-borne disease, and/or services performed beyond the maximums, etc., as approved by the City).

Upon authorization by the City of Expanded Transmission Suppression as provided in the Chemical Control Section or for services beyond the normal scope of this Contract as provided under the Chemical Control Section. The Contractor shall be compensated as shown below:

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

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

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

Contractor must give each separate mosquito borne disease outbreak or natural disaster a separate "Event Number" which can be used by the City or other government agencies to track and verify the costs associated with each separate mosquito borne disease outbreak or natural disaster. All reports and/or invoices associated with each separate mosquito borne disease outbreak or natural disaster must include this event Number.

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

THE SELECTION PROCESS

The selection of proposers for contract will be made using the following process:

1. In order to be initially selected, the proposers must meet the Minimum General Terms and Conditions as included in the Bid specifications.
2. After the conditions outlined in #1 are met, City staff will rank proposers. This ranking will be based on the following criteria:

EVALUATION AND RANKING CRITERIA:

Ranking Weight Experience with Similar Projects/References	. 20 Points
Firm’s Qualifications 20 Points
Price Proposal 30 Points
Project Approach/Understanding of Local Conditions 15 Points
Adequate Personnel/Resources 15 Points
Total 100 Points

Final award will be made to the proposer who meets the above state selection sequences and is judged best able to provide mosquito management and control services to City Citizens.

Proposals which do not meet the mandatory requirements will be considered non-compliant and rejected. Proposals evaluation will include comparisons based on the Expanded Encephalitis Surveillance Protocol, Expanded Transmission Suppression, experience and capability of the firm, experience of key personnel, and previous experience in similar control programs.

The following documentation must be provided to respond to all parts of this BID PROPOSAL:

- Program Description: briefly describe the activities to be implemented that will address the elements identified in the Scope of Services.
- Experience: briefly describe your experience in performing community-wide mosquito surveillance and control programs consistent with the principles in this BID PROPOSAL.
- In the event Contractor sub-contracts any requested services, Contractor shall provide to the City all required documentation regarding each sub-contractor. Preference shall be given to proposals where all activities are performed without the use of sub-contractors.
- The term of the contract shall be for one (1) year with an option to extend for two additional terms. Prior to the annual contract expiration and upon mutual agreement by the City and the Contractor, the term of the contract may be extended for a second and a third year.
- Vendor shall provide proof of that they are a corporation registered with the State of Alabama.
- The Principals of the Contractor shall have a minimum of five (5) years prior experience with mosquito management and control services for the same type of operations and must have been in existence for at least five (5) years or all principals will be required to personally guarantee performance of this contract.
- Vendor shall provide a list of names, addresses, and contact information of three (3) current clients or equivalent experience or evidence of equivalent experiences that you believe have similar exposure to those of the City of Daphne.
- Vendor shall provide Proof of Insurance with bid submittal.
- Vendor Proposal should include how vendor proposes to service the residents of the City of Daphne, and as may be expanded or contracted by annexation or de-annexation, with mosquito management and abatement services including response times, number of personnel, and vehicles and equipment proposed to provide such services. Vendor Proposal should also include any other services, such as disaster assistance, training, equipment, supplies, benefits, etc., that vendor may provide the City and/or its employees.
- Vendor Proposal should include a Proposed Service overview covering the process and method of how services will be provided to the City of Daphne including location maps of areas of service.

BID COST SHEET

SUBMITT THREE (3) COPIES OF BID SUBMITTAL (One Original & Two Copies is Acceptable)

This is an all-inclusive program. All details listed in these bid specifications shall apply to the program. The price set forth will include everything needed to provide an adequate mosquito program. Fixed portions of this contract shall be billed to the City in equal monthly payments during the estimated timeframe of April through November (timeframe will be determined by the City) - \$ _____ (Lump Sum Monthly Payment)

Additional service charges will be billed monthly after those services are approved by the City and performed. See additional terms on page 9. Additional service charges are contingent upon City approval.

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

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

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

DEDUCT:

OPTION TO USE OWNER (CITY OF DAPHNE) PROVIDED MATERIALS FOR USE OF CITY'S CURRENT CHEMICAL INVENTORY

The City reserves the right to disregard any and all deduct amounts proposed if it believes the consideration is not adequate for the owner-provided chemicals. DEDUCT WILL BE APPLIED TO INITIAL INVOICE BILLINGS.

The City reserves the right to withdraw this Deduct Option or adjust quantities of product prior to award of bid.

INITIAL PURCHASE COST OF CHEMICAL LISTED BELOW.

- AQUARESLIN (30GL DR)/ (ITEM #: AGR-30 RR)- 6 DRUMS @ \$5,820.00- (\$ _____) DEDUCT PROPOSED
 - ALTOSID 30 DAY - 4 BOXES @ \$ 734.90 - (\$ _____) DEDUCT PROPOSED
 - ALTOSID 11 DAY - 4 BOXES @ \$ 734.90 - (\$ _____) DEDUCT PROPOSED
- TOTAL DEDUCT OFFERED - (\$ _____) DEDUCT PROPOSED**

BID SHEETS MUST BE DATED AND SIGNED BY COMPANY OWNER OR AUTHORIZED PERSONNEL. THE BIDDER ACKNOWLEDGES WITH THE SUBMISSION OF A BID THAT HE/SHE HAS REVIEWED THE TERMS AND CONDITIONS OF THIS BID AND ACCEPTS THEM. BID SHEETS MUST BE SIGNED BY COMPANY OWNER OR AUTHORIZED PERSONNEL AND NOTARIZED.

COMPANY NAME	
ADDRESS	
FEDERAL ID#	
PHONE NUMBER	
FAX NUMBER	
E-MAIL ADDRESS	
AUTHORIZED SIGNATURE	
PRINT NAME	

Sworn to and subscribed before me this _____ day of _____, 2018.

Notary Public

ALL BIDS MUST BE RECEIVED IN PERSON OR BY MAIL

IN PERSON :

**CITY OF DAPHNE
FINANCE DEPARTMENT
ATTENTION: SUZANNE HENSON
1705 MAIN STREET
DAPHNE, ALABAMA 36526**

BY MAIL :

**CITY OF DAPHNE
FINANCE DEPARTMENT
ATTENTION: SUZANNE HENSON
P.O. BOX 400
DAPHNE, ALABAMA 36526**

GENERAL CONTRACT INSTRUCTIONS

1. The full legal name and residence of each individual party to the bond must be inserted in the first paragraph.
2. If the Principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are the partners composing the partnership (to be named) and all partners must execute the bond as individuals.
3. The State of Incorporation of each corporate party to bond must be inserted in the first paragraph and the bond must be executed under the Corporate Seal of each party attested by its secretary or other appropriate officer.

GENERAL CONDITIONS

1. SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION:

The contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54). These regulations have not been reproduced in these documents but are deemed to be included in the Contract as though herein written out in full.

The Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods and for any damage which may result from their failure of their improper construction, maintenance or operations.

2. PUBLIC CONVENIENCE AND SAFETY:

No attempt is made to restrict work hours of the Contractor's operations, but he is reminded that it will be necessary to arrange his work schedule to provide the least inconvenience to the public.

All safety precautions shall be in accordance with the National Manual on Uniform Traffic Control Devices, with particular emphasis on Part VI. The Contractor alone is responsible for safety during the period covered by the Contract for Construction.

3. PERMITS, CERTIFICATES, AND LICENSES:

The Contractor must provide, at his expense, all necessary permits, certificates, and licenses required for the lawful execution of his work on this project.

State of Alabama)
CITY of Baldwin)

Contract for Services 2019-C-MOSQUITO MANAGEMENT PROGRAM

This Contract for Services is made and entered into by and between the City of Daphne (hereinafter referred to as "CITY") acting by and through its governing body, the City Council of Daphne and _____ (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

The CONTRACTOR shall furnish the materials and perform the work for the City of Daphne's MOSQUITO MANAGEMENT Program and other work, complete in place with all appurtenances, for the consideration of the unit prices set forth in the Contractor's Proposal of _____ Dollars (\$_____) for the various items of work and in strict and entire conformity with the provisions of the Contract, and the Advertisement and Proposal, and the Plans and Specifications (including Special Provisions, if any) prepared (or approved) and submitted by the CITY, copies of which are hereto attached, and which said Plans and Specifications and the Advertisement and the Proposal are hereby made a part of this agreement as fully and to the same effect as if the same has been set forth at length in the body of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, CONTRACTOR and CITY do hereby agree as follows:

- I. Obligations Generally. The CITY hereby employs, and the CONTRACTOR agrees to perform for the CITY, those public works services as hereinafter set forth. This document shall serve as the binding contract for the services of CONTRACTOR. CONTRACTOR shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the CONTRACTOR represents and warrants to the CITY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- IV. No Prohibited Exclusive Franchise. The CITY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Representation/Warranty of Certifications, Etc. CONTRACTOR represents and warrants that CONTRACTOR is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that CONTRACTOR shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the CITY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the CITY's option.
- VI. Legal Compliance. The CONTRACTOR shall at all times comply with all applicable federal, state, local and municipal laws and regulations, including but not limited to Title 23 CFR 635, Title 23 CFR 230, Title 23 CFR 633, Title 49 CFR 18.42(b).
- VII. Independent Contractor. CONTRACTOR acknowledges that it is an independent contractor, and CONTRACTOR shall at all times remain as such in performing the services under this Contract. CONTRACTOR is not an employee, servant, partner, or agent of the CITY and has no authority, whether express or implied, to contract for or bind the CITY in any manner. The parties agree that CONTRACTOR shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the CITY's interests herein are expressly limited to the results of said services. CONTRACTOR is not entitled to unemployment insurance benefits, and CONTRACTOR is

responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

- VIII. No Agency Created. It is neither the express nor the implied intent of CONTRACTOR or CITY to create an agency relationship pursuant to this Agreement; therefore, the CONTRACTOR does not in any manner act on behalf of CITY and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement. This agreement represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance. The failure of the CITY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by CONTRACTOR as constituting, a default or be construed as a waiver or relinquishment of the right of the CITY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by CONTRACTOR without the prior written consent of the CITY, which may be withheld or granted in the sole discretion of the CITY.
- XIII. Ownership of Documents/Work. The CITY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the CITY without payment of further consideration. CONTRACTOR shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the CITY's prior written consent, which may be withheld or granted in the sole discretion of the CITY.
- XIV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

City of Daphne
P.O. Box 400
Daphne, AL 36526

- XV. Services to be Rendered. CONTRACTOR is retained by the CITY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and conditions for the MOSQUITO MANAGEMENT Program for the City of Daphne, the same being expressly incorporated herein by reference, and without limitation will encompass:

The work consists of properly performing the following tasks in accordance with the plans, specifications, regulations, codes, and industry good practices:

- 1. BASE BID: MOSQUITO MANAGEMENT PROGRAM, Daphne, AL and including all work shown within the project plans and specifications**
- i. CONTRACTOR will provide ongoing communications with the CITY regarding this service, including updates, emails and etc. as requested. Additionally, CONTRACTOR will meet with CITY as needed or requested.
 - ii. CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - iii. CONTRACTOR represents and warrants that its services shall be performed within the limits and standards provided by the CITY, in a manner consistent with the level of care and skill ordinarily exercised by similar Contractors under similar circumstances at the time the services are performed.

XVI. ATTACHMENTS:

The exhibits and/or attachments listed below are specifically included as a necessary part of this agreement and the same shall not be complete without such items, to wit: (Bid Documents # 2019-C-MOSQUITO MANAGEMENT PROGRAM)

- A. **Specifications**
- B. **Special Provisions**
- C. **Federal, State and Local Regulations List**

CITY and Contractor jointly shall cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this Agreement noting their inclusion and attachment hereto. In any event of a conflict between this document and the attachments referenced above, this document shall govern.

XVII. General Responsibilities of the CITY.

- i. The CITY shall provide reasonable notice to CONTRACTOR whenever the CITY actually observes or otherwise actually becomes aware of any development that affects the scope or time of CONTRACTOR's services hereunder or any defect or nonconformance in the work of CONTRACTOR.
- ii. The CITY shall pay to CONTRACTOR the compensation as, and subject to the terms set out below.

XVIII. Termination of Services. The CITY may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, CONTRACTOR shall discontinue its work to the extent specified in the notice. In the event of termination, the CITY shall pay CONTRACTOR for all services satisfactorily rendered, and for any expenses deemed by CITY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XIX. Compensation Limited. The compensation to be paid to the CONTRACTOR shall be the full compensation for all work performed by CONTRACTOR under this Contract. Any and all additional expenditures or expenses of CONTRACTOR, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by CONTRACTOR or paid by CITY.

XX. Direct Expenses. Compensation to CONTRACTOR for work shall be paid on contract unit prices for work completed by Contractor upon approval of the CITY Engineer. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

XXI. Method of Payment. CONTRACTOR shall submit invoices (pay request) to the Architect for certification, who will then submit to the CITY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid CONTRACTOR. Payment shall be made by the CITY within thirty (30) days of the City's approval of the invoice submitted by the CONTRACTOR. The CITY agrees to review and approve invoices submitted for payment in a timely manner.

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the written notice to proceed of the CITY Engineer and with the full execution of this contract, and the same shall terminate upon the satisfactory completion of all items of work. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XXIV. Indemnification. Contractor shall indemnify, defend and hold CITY and its affiliates, employees, agents, and representatives (collectively "CITY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon CITY, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Contractor. Contractor shall provide the CITY with proof of general liability coverage including the CITY as an additional insured. This indemnification shall survive the expiration of this agreement.

- XXV. Number of Originals. This Agreement shall be executed with two originals, all of which are equally valid as an original.
- XXVI. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.
- XXVII. Insurance. As included in specifications and as follows: Prior to performing services pursuant to this Agreement, Contractor shall carry, with insurers satisfactory to CITY, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence. Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the CITY as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to CITY, shall be furnished to CITY, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to CITY in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against CITY and CITY Representatives. Should Contractor fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, CITY may, at its option, suspend this Agreement until insurance is obtained, terminate this Agreement immediately without further action, or hold Contractor in material default and pursue any and all remedies available.
- XXVIII. Surety. As a material inducement for the CITY to enter this Agreement, any and all bond and/or surety guarantees required by the CITY in reference to the Project shall be in a form acceptable to the CITY and shall, without limitation, meet the following requirements:
- (a) Acceptance of Surety. The bond and/or surety document must be reviewed by, and be acceptable to, CITY staff and approved by the City Council. In the event that such document is not in an acceptable form at any time prior to or during the effectiveness of this Agreement, the services and/or work described in this Agreement shall either not commence or immediately cease, depending on the situation. Any project delay that is attributable to the CITY's acceptance, or non-acceptance, of the bond and/or surety document form shall in no way be consider as a delay caused by the CITY, and the Contractor and/or Contractor waives all rights to claim that any such delay was the fault of the CITY.
 - (b) Value of Surety. The bond and/or surety guarantee shall be of an amount equal to or greater than 100 percent of the total cost identified in the bid response
 - (c) Term of Surety. Any bond and/or surety guarantees required by the CITY must be valid at all times during the life of this Agreement. Notwithstanding anything written or implied herein to the contrary, in no event shall the bond and/or surety document lapse, terminate, expire, or otherwise become invalid prior to the CITY, or the CITY's authorized agent, providing a written Notice to the Contractor/Contractor that the Project is in fact completed in all respects. Said Notice from the CITY or its authorized agent shall not be provided until the CITY, in its sole discretion, is satisfied that the Project is complete in all respects.
 - (d) Scope of the Surety. The terms and provisions of any bond and/or surety guarantee provided as part of this Project shall in all respects, without limitation, be consistent and in agreement with, the provisions of this Agreement. In the event that the bond and/or surety guarantee is in conflict with this Agreement, this Agreement shall govern. Neither this section nor this provision limits the duties of the Contractor/Contractor to satisfy all of the requirements in this Agreement.
- XXIX. Open Trade Act:
By signing this contract, the contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Signature Page to Follow

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the CITY as written below.

CITY

ATTEST:

_____/_____
Dane Haygood, Mayor / Date

_____/_____
Candace G. Antinarella, City Clerk / Date

CONTRACTOR:

_____/_____
:

By _____/Date_____

Its _____

I, _____, certify that I am the _____ of the corporation named as

Contractor herein: that _____ who signed this Contract on behalf of the Contractor, was then _____ of said corporation; that said Contract was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporation by authority of its corporate powers.

**State of Alabama)
City of Baldwin)**

I, _____ Notary Public in and for said City and State, hereby certify that _____ as _____ of _____

_____, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date for and as an act of said _____.

GIVEN under my hand and seal on this the _____ day of _____, 20 _____.

Notary Public

PERFORMANCE BOND

KNOW ALL MEN: That we _____
(Insert here the name and address or legal title of the Contractor)

_____ hereinafter called the Principal, and
(Insert here the name and address or legal title of one or more Sureties)
_____ and
_____ and

hereinafter called the Surety or Sureties, are held and firmly bound unto City of Daphne, hereinafter called the Owner in the sum of
(.) for payment hereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated _____ entered into a Contract with the
Owner for _____ which agreement is by reference made a part hereof.

NOW THEREFORE, The conditions of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and
satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage
which he may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may
incur in making good for any such default thence this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever be brought on his bond after twelve
months from the day on which the final payment under the Contract falls due.

PROVIDED, further, that the said Surety or Sureties, for value received hereby stipulate and agree that no change, extension of time, or
addition to the terms of the Contract or to the work to be performed thereunder of the specifications thereof shall in any way effect their
obligations on this bond, and they do hereby waive notice of any such change, extension of time, alteration or addition to the terms of
the Contract, or to the work, or to the specifications.

SIGNED, SEALED, AND DELIVERED this _____ day of _____, 20 _____.

(Individual Principals Sign Here)

_____ (SEAL)

Witnesses: _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

(Corporate Principal Sign Here)

Attest: _____

_____ BY: _____

(Surety Sign Here)

Attest: _____

COUNTERSIGNED: BY: _____

Alabama Immigration Law Compliance

The City of Daphne, AL is required to comply with the provisions of the new Alabama Immigration Law. Compliance requirements for all cities in the State of Alabama became effective January 1, 2012 and updated in July 2012. The requirements flow down to all contractors, vendors under Bid Contract, and grantees doing business with the City of Daphne and are employing one or more employee(s) in the State of Alabama. If you are awarded a contract with the City of Daphne, AL, awarded incentives or grants, or if you wish to continue to do business with the City of Daphne, AL under a current contract and wish to receive funds from the City of Daphne, AL you must complete and submit the following within 10 business days:

If your organization/entity does NOT employ one or more employees in the State of Alabama, please complete Part I of the attached form stating such along with a W-9:

1. Submit an updated W-9 Form (attached)
2. Status of Immigration Law Compliance (PART I only, attached)

If your organization/entity DOES employ one or more employee(s) in the State of Alabama, you must submit the following:

1. Submit an updated W-9 Form (attached)
2. Proof of enrollment in E-Verify for Immigration Law Compliance:

An acceptable proof of enrollment with E-Verify would be an E-VERIFY MEMORANDUM of UNDERSTANDING (MOU). To enroll in E-Verify, you must go to the following web site to enroll in E-Verify which is a federal program that verifies the employment eligibility of all newly hired employees. <http://www.uscis.gov/portalsite/uscis>. Go to the E-Verify Home Page to initiate enrollment. Once ALL of the steps to enroll are completed, a signed copy of your MOU that includes your E-Verify assigned Company ID Number will be available for you to export.

If you have SUBCONTRACTORS, provide your subcontractors notice of their compliance obligations and OBTAIN from each a notarized Proof of Immigration Law Compliance Form. You may provide copies of this memo to your subcontractors as an explanation of this mandatory requirement. *You are not required to submit the subcontractor proof to the City of Daphne, AL. However, the City reserves the right to request evidence of your subcontractors' compliance at any time.*

These requirements are a condition for doing business with the City of Daphne, AL and for receiving any funds from the City of Daphne, AL. **MAINTAIN COPIES OF ALL DOCUMENTS FOR AUDIT PURPOSES.**

If you DO NOT employ one or more employee(s) in the State of Alabama, submit an updated W-9 and complete PART I of the attached Proof of Immigration Compliance Form. If you DO employ one or more employee(s) in the State of Alabama, please submit the required proof of enrollment and W-9 Form as identified on the previous page. Please submit the requested documentation to the City of Daphne, AL's address below:

City of Daphne, AL
1705 Main Street
P.O. Box 400
Daphne, AL 36526

If you wish to do business with the City of Daphne, AL, you must comply and submit the requested documents. If we can assist in any way, please contact us at (251) 621-9000. Thank you for your cooperation regarding this manner.

Sincerely,

The City of Daphne, AL

PROOF OF ALABAMA IMMIGRATION ACT COMPLIANCE

In compliance with recent amendments to the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Sections 31-13-1 et. seq of the Alabama Code), the City must obtain proof of enrollment with E-Verify for various contracts and agreements as determined by law. If your company has received this memorandum and it employs one or more employees in the State of Alabama, you must present proof of enrollment with E-Verify. Please complete Part I (if you do NOT employ one or more employees in the State of Alabama) or submit proof of enrollment with E-Verify II (if you DO employ one or more employees in the State of Alabama).

NOTE: MOU signature page is considered proof of enrollment.

PART I- (Complete if you do NOT employ one or more employees in Alabama)

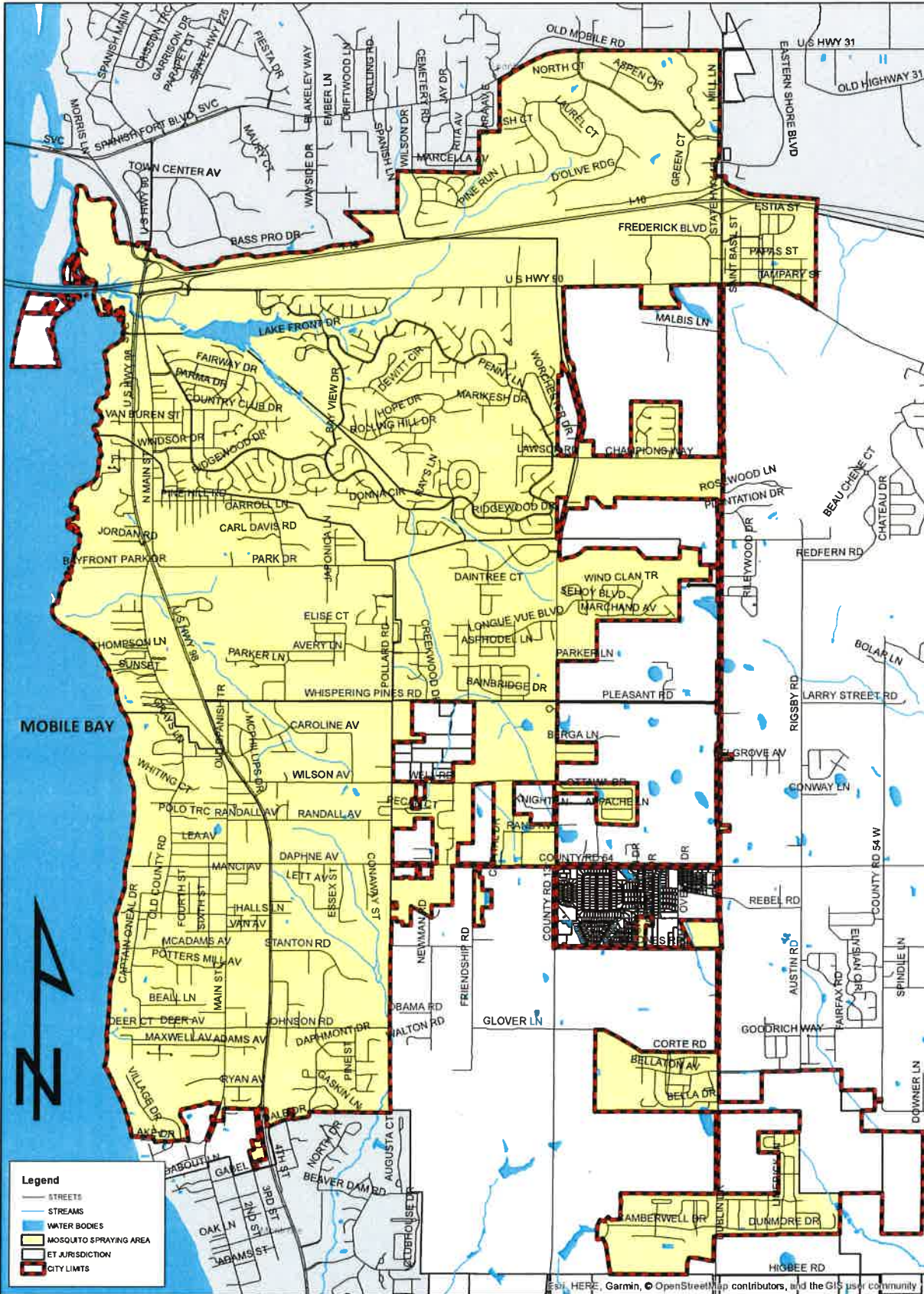
State of _____

City of _____

I certify in my capacity as _____ (your position) for (name of contractor or grantee) that Contractor or Grantee does not employ one or more employees in the State of Alabama. I further certify that should my status change and I am required to comply that I will submit all required documents to the City of Daphne, AL. I have read the E-Verify Requirements and swear and affirm that it is true and correct.

Authorized Signature

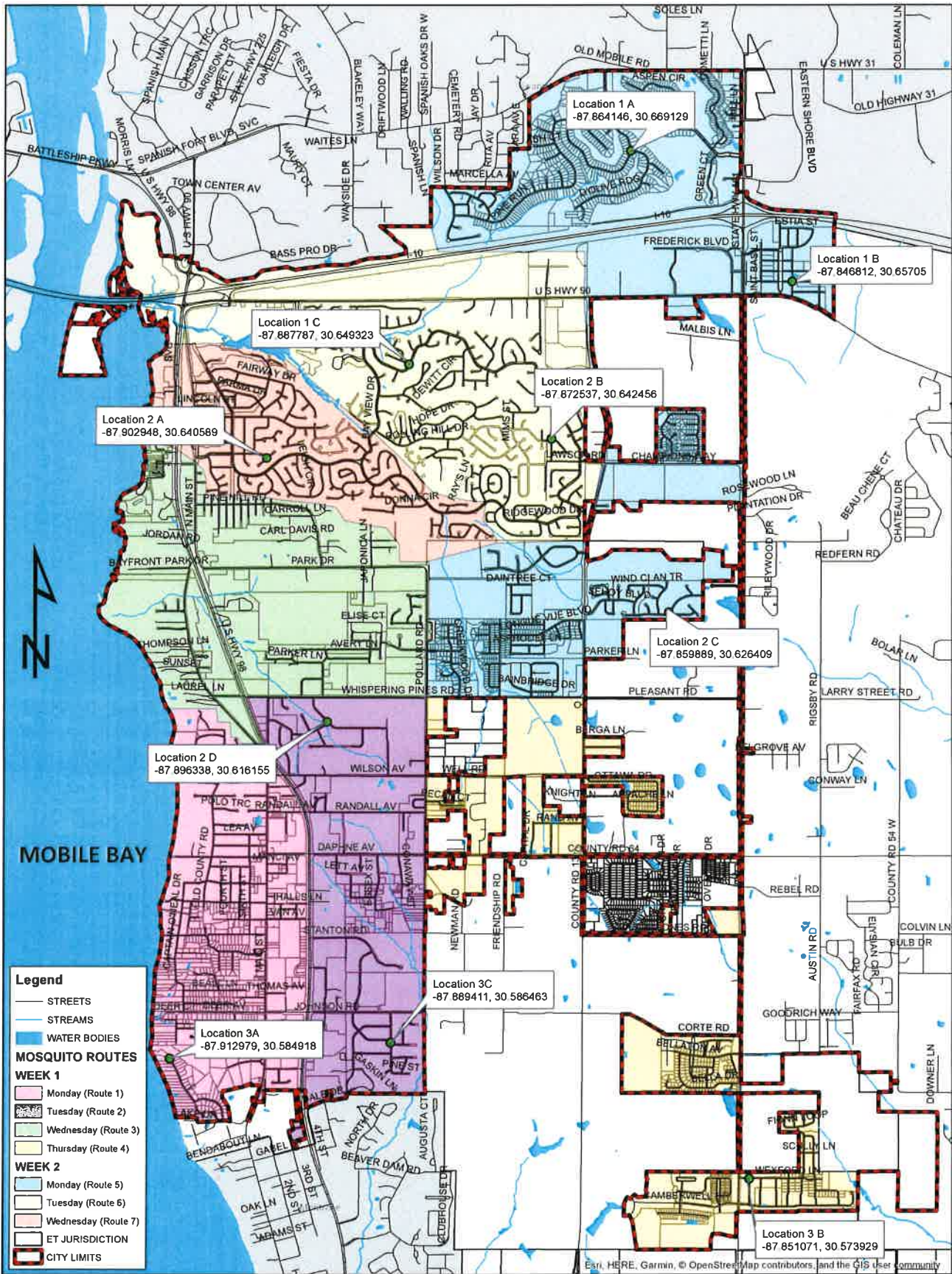
CITY OF DAPHNE MOSQUITO SPRAYING AREA



This map is for general information regarding the geography of central Baldwin County and the City of Daphne, Alabama. Limited GIS vector data is available upon request through the City of Daphne's Community Development Department. Please contact Tim O'Toole for GIS data request at toole@bdaphne.com. Information on the bidding process can be obtained by contacting Suzanne Henson at shenson@bdaphne.com

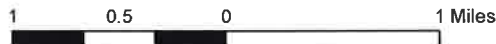
1 inch = 3,000 feet

This map is for graphical purposes only. They do not represent a legal survey. The information contained in the data distributed by the City of Daphne is derived from a variety of public and private sources considered to be dependable, but the accuracy, completeness and currency thereof are not guaranteed. The City of Daphne makes no warranties, expressed or implied as to the accuracy, completeness, currency, reliability, or suitability for any particular purpose of the information or data contained in or generated from the City Geographic Information System. Additionally, the City of Daphne or any agent, servant, or employee thereof assume no liability associated with the use of the data, and assume no responsibility to maintain it in any manner or form. Any questions regarding zoning or any data should be directed to the City of Daphne Department of Community Development at 251-421-2164.



Example

- Legend**
- STREETS
 - STREAMS
 - WATER BODIES
 - MOSQUITO ROUTES**
 - WEEK 1**
 - Monday (Route 1)
 - Tuesday (Route 2)
 - Wednesday (Route 3)
 - Thursday (Route 4)
 - WEEK 2**
 - Monday (Route 5)
 - Tuesday (Route 6)
 - Wednesday (Route 7)
 - ET JURISDICTION
 - CITY LIMITS



1 inch = 3,000 feet

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This map is provided as an "EXAMPLE" of information that must be included in the bid submittal - this map is based upon the City's recent Mosquito Spraying Process Program. Bid submittal must meet or exceed this program. This map is for general information regarding the geography of central Baldwin County and the City of Daphne, Alabama. Limited GIS vector data is available upon request, through the City of Daphne's Community Development Department. Please contact Tim O'Toole for GIS data request at totool@daphneal.com. Information on the bidding process can be obtained by contacting Suzanne Henson at shenson@daphneal.com.