

Clay County Agreement/Contract No. 2025/2026 – \_\_\_\_\_

**AGREEMENT FOR MOSQUITO CONTROL PROGRAM SERVICES**

This Agreement for Mosquito Control Program Services (“Agreement”) is entered into this \_\_\_\_ day of June, 2026, and is between Vector Disease Control International, LLC, a Rentokil Company authorized to do business in Florida (“Contractor”), and Clay County, a political subdivision of the State of Florida (the “County”).

**RECITALS**

**WHEREAS**, the County issued Request for Proposal, RFP No. 25/26-084 (“RFP”) to solicit proposals from qualified contractors to provide a comprehensive Mosquito Control Program; and

**WHEREAS**, the Contractor submitted a response to the RFP, offering to provide the requested services (the “Contractor’s Response”); and

**WHEREAS**, County staff evaluated and ranked the submitted proposals, and on May 26, 2026, the Board of County Commissioners of Clay County, Florida (the “Board”) awarded the RFP to the Contractor; and

**WHEREAS**, the Contractor represents and warrants that it is duly licensed, qualified, experienced, and capable of performing the services required under this Agreement; and

**WHEREAS**, Contractor is the County’s current provider of mosquito control services pursuant to an existing agreement that expires on June 30, 2026; and

**WHEREAS**, the parties acknowledge and agree that the RFP, including all attachments and addenda thereto, and the Contractor’s Proposal are incorporated herein by reference and made a part of this Agreement as though fully set forth herein; and

**WHEREAS**, the parties desire to enter into this Agreement pursuant to which Contractor shall provide the services contemplated by the RFP, subject to the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

**SECTION 1. THE SERVICES**

- (a) The above recitals are true and correct and are incorporated herein by reference.
- (b) Contractor shall provide a comprehensive Mosquito Control Program (the “Program”)

utilizing an Integrated Mosquito Management (“IMM”) approach consistent with the then-current editions of the Florida Public Health Pest Control Manual and the American Mosquito Control Association (“AMCA”) training manual (collectively, the “Services”).

(c) The scope of work for the Services is set forth in the RFP Scope of Work, attached hereto as Attachment A and incorporated herein by reference. The Services include all labor, supervision, personnel, equipment, materials, supplies, vehicles, chemicals, biological control agents, testing, reporting, and other resources necessary to perform and administer the Program in accordance with this Agreement.

(d) Without limiting the requirements of Attachment A, the Services shall include, at a minimum:

1. Year-round surveillance, inspection, and control of mosquito larvae and adult mosquitoes utilizing appropriate chemical and biological control methods;
2. Monitoring and assessment activities to evaluate mosquito populations and determine the type, timing, and extent of control measures;
3. Public education, community outreach, and public information activities;
4. Intake, investigation, and resolution of citizen complaints and service requests;
5. Testing, monitoring, data collection, and reporting activities; and
6. Such additional services as may be required to maintain the Program in compliance with applicable federal, state, and local requirements.

(e) Mosquito Control Director. The Contractor shall serve as the County’s Mosquito Control Director throughout the Agreement term and shall be responsible for the overall management, planning, supervision, administration, and implementation of the Program. The Contractor shall maintain at least one full-time Mosquito Control Director certified in accordance with Florida Department of Agriculture and Consumer Services (“FDACS”) requirements and shall provide documentation of such certification to the County annually and upon request.

(f) Reporting Requirements.

1. Contractor shall submit bi-weekly reports to the County’s Project Manager, or designee, containing the information required by Attachment A and such other information as may reasonably be requested by the County.
2. Contractor shall submit an annual report summarizing Program activities during the preceding year, including annual efficacy testing results and other information required by Attachment A.
3. Contractor shall maintain complete and accurate application, treatment, inspection, testing, and operational records and shall make such records available to the County upon request.

(g) As-Needed Services. Upon request by the County, Contractor shall provide the following additional services at the rates set forth in the Price Table attached hereto as Attachment B: (i) Larviciding; (ii) Adult Mosquito Control (Truck-Mounted Spraying); and (iii) Expanded Zika Suppression and Emergency Response services.

- (h) In performing the Services, Contractor shall:
1. Be familiar with the Services, applicable deadlines, performance requirements, and conditions affecting performance;
  2. Be solely responsible for all means, methods, techniques, sequences, coordination, and safety procedures associated with the Services;
  3. Perform the Services in a manner that supports and maintains the County's eligibility for and status as a State-Approved Mosquito Control Program administered by FDACS pursuant to Chapter 388, Florida Statutes, Chapter 5E-13, Florida Administrative Code, and any successor laws or regulations;
  4. Conduct all operations in a professional manner that reflects favorably upon the County;
  5. Refrain from deceptive, misleading, fraudulent, or unethical practices; and
  6. Comply with all applicable federal, state, and local laws, rules, regulations, permits, and licensing requirements.

(i) Contractor represents and warrants that it possesses, or shall timely obtain and maintain throughout the Agreement term, all personnel, equipment, materials, licenses, certifications, qualifications, experience, and other resources necessary to perform the Services. Contractor shall assign sufficient qualified personnel to ensure the timely, diligent, and competent performance of the Services. Contractor shall ensure that all personnel performing the Services are properly trained, licensed, and certified as required by applicable law and industry standards and possess the qualifications and experience necessary to perform their assigned duties. Contractor shall perform the Services in accordance with the requirements of this Agreement and all applicable federal, state, and local laws, rules, regulations, permits, and licensing requirements.

(j) Standard of Care. Contractor shall perform the Services in accordance with the level of care, skill, diligence, and professional judgment ordinarily exercised by experienced mosquito control professionals performing similar services under similar circumstances and conditions in the same or similar geographic area.

(k) Compliance with Laws. Contractor shall perform the Services in compliance with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, permits, and licensing requirements, as such authorities may be amended from time to time or supplemented by subsequently enacted laws, rules, or regulations during the Term. The parties acknowledge that any reference in this Agreement to a particular law, rule, or regulation is for convenience only and shall not be construed to limit Contractor's obligation to comply with all applicable legal requirements. A material violation of any applicable law, statute, ordinance, rule, regulation, permit, or licensing requirement in connection with the performance of the Services shall constitute a material breach of this Agreement and shall entitle the County to exercise any remedies available under this Agreement or at law, including termination upon written notice as provided herein.

(l) Scope Modifications. The County reserves the right, in its sole discretion, to reduce, suspend, or eliminate any portion of the Services at any time upon written notice to Contractor. Such notice shall specify the nature and effective date of the modification. In the event of a reduction, suspension, or elimination of Services, Contractor shall be entitled to compensation only for Services satisfactorily performed and accepted by the County through the effective date

of the modification and for any remaining Services not affected by the modification. Contractor shall not be entitled to compensation for any Services not performed as a result of the County's action, nor shall Contractor be entitled to recover any lost profits, anticipated revenues, overhead, termination costs, or consequential damages arising from such modification.

(m) Performance Evaluations. The County may evaluate Contractor's performance at any time during the Term and for a reasonable period following completion of the Services to determine compliance with the requirements of this Agreement. Such evaluations may be conducted at the sole discretion of the County.

(n) County Representative and Project Manager. The County Representative for purposes of this Agreement shall be the County Manager, or designee. The Project Manager shall be Annie Wallau, or designee. The County may designate a different County Representative or Project Manager upon written notice to Contractor.

(o) Contractor's Point of Contact. Contractor shall designate, in writing, a primary point of contact authorized to act on Contractor's behalf with respect to all matters arising under this Agreement. The designated representative shall be responsible for coordinating performance of the Services and submitting all reports, notices, and other information required under this Agreement. The Contractor shall provide written notice to the Project Manager of any change in its designated point of contact within five (5) business days of such change.

## **SECTION 2. USE OF COUNTY FACILITIES**

(a) County Facilities. To facilitate Contractor's performance of the Services, the County shall permit Contractor to use the mosquito control building, sheds, and storage areas located at 5 Esplande Avenue, Green Cove Springs, Florida (collectively, the "Facilities"), during the Agreement term and solely for purposes of administering and operating the Program.

(b) The County shall provide utilities serving the Facilities, including electrical service, water, internet service, trash collection, and pest control. Except as expressly provided herein, Contractor shall be solely responsible for furnishing all personnel, equipment, supplies, materials, vehicles, furnishings, and other resources necessary to operate and manage the Program.

(c) In consideration of its use of the Facilities, Contractor shall provide the County a monthly credit in the amount of \$1,800.00, which shall be reflected as a deduction from the monthly compensation otherwise payable by the County under this Agreement.

(d) The County reserves the right, upon thirty (30) days' written notice, or such shorter period as may be necessary in the event of an emergency or operational necessity, to modify, reduce, relocate, or terminate Contractor's use of all or any portion of the Facilities if the County determines such action is in its best interests. Any such action shall not entitle Contractor to additional compensation, damages, or equitable adjustment except as expressly approved in writing by the County.

(e) Nothing contained herein shall be construed as creating a leasehold interest, tenancy, or other real property interest in favor of Contractor.

(f) **County Access.** The County shall have unrestricted access to the Facilities at all times. The County may enter the Facilities for inspection, maintenance, repair, renovation, security, or any other governmental purpose. Upon commencement of the Agreement term, Contractor shall provide the County with all keys, access devices, security codes, and other means of access to the Facilities utilized by Contractor.

(g) **Alterations and Improvements.** The Contractor shall not make any alterations, improvements, modifications, or additions to the Facilities without the County's prior written consent. Any approved improvement shall become the property of the County upon installation unless otherwise agreed in writing. The Contractor shall not permit any mechanic's lien, construction lien, or other encumbrance to be asserted against the Facilities arising from Contractor's activities.

(h) **Maintenance and Housekeeping.** The Contractor shall maintain the Facilities in a clean, orderly, sanitary, and safe condition and shall be responsible for damage to the Facilities caused by the negligent or wrongful acts or omissions of Contractor, its employees, agents, subcontractors, or invitees. The Contractor shall promptly notify the County of any condition requiring repair or maintenance. If Contractor fails to maintain the Facilities as required herein, the County may perform the necessary work and recover its reasonable costs from Contractor.

(i) **Permitted Use.** The Contractor shall use the Facilities solely for purposes related to the Program and shall not use or permit the Facilities to be used for any unlawful, improper, hazardous, or offensive purpose. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations governing the use of the Facilities, including County policies, rules, and ordinances applicable to County-owned property.

(j) **Surrender of Facilities.** Upon expiration or earlier termination of this Agreement, the Contractor shall vacate and surrender the Facilities in substantially the same condition as received, reasonable wear and tear excepted. The Contractor shall remove all personal property and equipment and repair any damage caused by such removal. Any personal property remaining after thirty (30) days following termination may be deemed abandoned and disposed of by the County in accordance with applicable law.

### **SECTION 3. ADDITIONAL SERVICES AND FEES**

If the County identifies, or the Contractor recommends, any additional services to be provided by the Contractor that are not included under this Agreement but would be beneficial to the County, the scope, timing, and fees for such services must be mutually agreed upon by the County and the Contractor. Any such additional services shall not proceed unless they are authorized in writing by the County and incorporated into this Agreement through an amendment to the Agreement.

**SECTION 4. TERM**

The term shall begin on July 1, 2026 (“Effective Date”) and shall remain in effect for a period of three (3) years from the Effective Date through June 30, 2029, unless terminated earlier in accordance with this Agreement. This Agreement may be renewed for up to two additional one-year terms upon the mutual written agreement of the parties.

**SECTION 5. PAYMENT**

(a) The County shall compensate the Contractor for Services performed under this Agreement in accordance with the terms and conditions set forth herein. Compensation shall be based on the rates and pricing set forth in the Price Table attached hereto as Attachment B and incorporated herein by reference.

(b) For the Services required under this Agreement, the Contractor shall submit a monthly invoice in the lump-sum amount of \$25,571.00. The Contractor shall apply a monthly credit in the amount of (\$1,800.00) for the County's use of the Facilities, resulting in a net monthly payment of \$23,771.00.

(c) As-Needed Services. Upon written authorization by the County, the Contractor shall provide the following as-needed Services at the rates set forth in Attachment B: (i) Larviciding; (ii) Adult Mosquito Control (Truck-Mounted Spraying); and (iii) Expanded Zika Suppression and Emergency Response Services. Charges for authorized as-needed Services shall be separately itemized and included on the Contractor’s monthly invoice.

(d) The compensation set forth in Attachment B constitutes full compensation for all Services performed under this Agreement. Except as expressly authorized herein, the County shall not be responsible for any additional costs or expenses incurred by the Contractor, including, but not limited to, costs associated with labor, materials, equipment, supplies, travel, courier services, communications, copying, postage, overhead, profit, or any other direct or indirect expenses.

(e) The County shall make payment upon receipt and approval of a Proper Invoice submitted in accordance with Section 6 of this Agreement.

**SECTION 6. PAYMENT PROCEDURES**

(a) As used herein, the term “Act” means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term “Invoice” means a statement, invoice, bill, draw request or payment request submitted by the Contractor under this Agreement; the term “Proper Invoice” means an Invoice that conforms with all statutory requirements set forth in the Act and all requirements specified herein; and the term “Submittal Date” means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller’s office (“Paying Agent”) by Email at [invoices@clayclerk.com](mailto:invoices@clayclerk.com) or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable

with a copy to the Project Manager. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of a Proper Invoice.

(b) The Contractor shall submit a Proper Invoice to the Paying Agent no more than once per month. Each Invoice shall be signed by an authorized representative of the Contractor and shall include, at a minimum, the following information and supporting documentation:

1. The Contractor's name, address and phone number, including payment remittance address.
2. The Invoice number and date.
3. Reference to the Agreement by its title and number as designated by the County and Purchase Order number.
4. The period of the Services covered by the Invoice.
5. The total amount of payment requested and itemization of any authorized as-needed Services covered by the Invoice.
6. Supporting documentation necessary to satisfy auditing requirements (both preaudits and post-audits), for cost and Services completion.
7. The Contractor must provide any additional documents, certificates, or information as needed to support or document the Invoice as may be requested by the County.

(c) Upon receipt of an Invoice submitted under this section, the Paying Agent and/or Project Manager/designee shall date stamp the Invoice as received. Thereafter, the Paying Agent and/or Project Manager/designee shall review the Invoice and may also review the Services to determine whether the quantity and quality of the Services are as represented in the Invoice and otherwise comply with the requirements of this Agreement. If the Paying Agent and/or Project Manager/designee determine that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice have not been properly delivered, performed, approved for payment purposes, and/or otherwise provided in accordance with this Agreement, the Paying Agent and/or Project Manager/designee shall notify the Contractor in writing within ten (10) business days after receipt of the improper Invoice, identifying the deficiency and the corrective action required for the Invoice to be deemed proper.

(d) By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Services for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

(e) The parties will attempt to settle any payment dispute arising under this section through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the dispute concerning payment of an Invoice remains unresolved within 30 days following the Submittal Date, then the Project Manager shall schedule a meeting between the Contractor's representative and the Project Manager with the County Manager, to be held no later than 43 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 5 calendar days prior thereto. At the meeting, the Contractor's

representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 45 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Project Manager.

(f) Final Payment. Acceptance by the Contractor, including its successors and assigns, of final payment under this Agreement shall constitute a full and complete release of the County from any and all claims or demands for further compensation for Services performed under the Agreement, unless the Contractor has properly and timely filed a claim prior to such payment.

(g) The County's review, approval, acceptance of, or payment for the Services required under this Agreement may not be construed or deemed 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, and the Contractor will be and remain liable to the County in accordance with applicable law for damages suffered by the County to the extent caused by the Contractor's negligent performance of any of the Services furnished under this Agreement.

## **SECTION 7. INDEMNIFICATION; SOVEREIGN IMMUNITY**

(a) To the fullest extent permitted by law, the Contractor shall promptly defend, indemnify, and hold harmless the County, and its directors, officers, employees, representatives, agents, boards and commissions, from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines, orders, and/or judgments, either at law or in equity, including court costs, attorneys' fees, professional fees, or other expenses, that may hereafter at any time be made or brought by anyone on account of personal or bodily injury, damage to or loss of property, loss of monies, death, or other loss, arising out of, by reason of, or in any manner connected with or related to the Services provided by the Contractor under this Agreement.

(b) The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to, and limited by, the provisions of Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of the County's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Furthermore, nothing in this Agreement shall be interpreted as an agreement by the Contractor to indemnify the County for the negligent acts or omissions of the County and its officers, agents, or employees.

(c) This Section shall survive the expiration or termination of this Agreement.

## **SECTION 8. INSURANCE**

(a) The Contractor shall maintain throughout the term of this Agreement and completion of any Services and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

1. Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations
- \$50,000 each occurrence for Damage to Rented Premises
- \$5,000 Medical Expenses (any one person)

Commercial and General Liability policy must include coverage for contractual liability and independent contractors.

2. Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Workers' Compensation and Employer's Liability

Any person or entity performing work for or on behalf of the County must provide Workers' Compensation and Employer's Liability insurance in limits not less than:

- Workers Compensation            Statutory limits
- Employers Liability                \$100,000 Each Accident  
    \$500,000 Disease Policy  
    \$100,000 Disease-Each Employee

Exceptions and exemptions may be allowed by the County Manager, if they are in accordance with Florida Statutes.

The Contractor waives, and the Contractor shall ensure that its insurance carrier waives, all subrogation rights against the County, its employees, agents, boards, and commissions, for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the County requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work.

4. Umbrella/Excess Insurance

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, the Contractor may provide an Umbrella/Excess insurance policy to comply with the insurance requirements.

(b) Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Prior to commencement of the Services, the Contractor must deliver valid certificates of insurance for the required insurance coverage to the County's Purchasing Department.

(c) The certificates of insurance for the required coverages, with the exception of Workers' Compensation and Employer's Liability, shall name "**Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear**" as "**Additional Insureds.**" The coverage shall contain no special limitation on the scope of protection afforded to the County, its employees, agents, officials, boards, and commissions. The certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificates of insurance will show a retroactive date, which should be the same date of the initial Agreement or prior. The Agreement number, event dates, and/or other identifying reference must be listed on the certificates of insurance.

(d) The Certificate Holder on the certificates of insurance should read as follows: "**Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043**" or as otherwise designated by the County's Purchasing Department.

(e) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Contractor shall provide the County's Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Contractor agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(f) Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work or services contemplated under this Agreement shall be deemed unacceptable, a material violation of the County's bidding requirements, and shall be considered a breach of the Agreement.

(g) These insurance requirements may be modified and/or waived, in whole or in part, upon written approval by the County Manager or designee, without the need for a formal amendment to the Agreement.

## **SECTION 9. ACCESSIBILITY COMPLIANCE (WCAG)**

(a) Accessibility Compliance Requirement. To the extent Contractor provides any digital deliverables under this Agreement, including, without limitation, project websites, public-facing project information, electronic reports, PDFs, presentations, maps, graphics, dashboards, digital kiosks, or other electronic documents or media intended for public use or access, such deliverables shall comply with the Web Content Accessibility Guidelines (“WCAG”) Version 2.1, Level AA, as may be amended or superseded, and all applicable federal and state accessibility laws, regulations, and standards, including, without limitation, Title II of the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, and the U.S. Department of Justice April 2024 Final Rule regarding digital accessibility.

(b) Remediation. Contractor shall ensure that all digital deliverables and related services provided under this Agreement comply with the accessibility requirements set forth herein and all applicable accessibility laws, regulations, and standards. Upon written notice from the County of any accessibility deficiency or noncompliance within the scope of Contractor’s Services, Contractor shall promptly investigate, correct, and remediate such deficiency or noncompliance at no additional cost to the County.

(c) Subcontractors and Third-Party Content. If Contractor utilizes any subcontractors, subconsultants, software, platforms, or third-party content in connection with digital deliverables under this Agreement, Contractor shall remain responsible for ensuring compliance with the accessibility requirements set forth herein to the extent such deliverables are within Contractor’s control or responsibility under this Agreement.

(d) Closeout Documents. To the extent required under this Agreement, all closeout documents, including operation and maintenance manuals, warranties, reports, record documents, and other electronic deliverables provided in digital format, shall be provided in an accessible, text-readable format compliant with applicable accessibility requirements. Image-only or scanned documents shall not be accepted unless accompanied by an accessible text-readable version.

(e) Indemnification. To the extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses arising out of or relating to Contractor’s failure to comply with the accessibility requirements applicable to the Services or digital deliverables provided under this Agreement. Nothing herein shall be construed as a waiver of the County’s sovereign immunity or limitations of liability under section 768.28, Florida Statute.

## **SECTION 10. LIQUIDATED DAMAGES AND FINANCIAL CONSEQUENCES**

(a) In addition to all other rights and remedies available under this Agreement or applicable law, including the County’s rights under the Default and Termination provisions of this Agreement, the County may assess liquidated damages and recover costs as provided in this Section.

(b) The County and Contractor acknowledge that the Contractor's failure to perform certain obligations under this Agreement may result in damages to the County that are difficult to ascertain with precision. Accordingly, the parties agree that the amounts set forth below are reasonable estimates of the damages likely to be incurred by the County and constitute liquidated damages and not penalties.

(c) Subject to the notice provisions set forth herein, the County may assess liquidated damages as follows:

1. \$100.00 per calendar day for each supervisory position filled by an individual who does not possess the certifications required under this Agreement.
2. \$100.00 per occurrence for failure to initiate satisfactory resolution of a citizen complaint within two (2) business days after receipt of the complaint.

The County may deduct any liquidated damages assessed pursuant to this Section from amounts otherwise due to the Contractor.

(d) If the Contractor fails to provide the required mosquito control Services for more than two (2) consecutive scheduled working days, excluding delays caused by Force Majeure, the County may, in addition to any other remedies available under this Agreement:

1. Perform or procure substitute services from another provider;
2. Recover from the Contractor all reasonable costs incurred by the County in connection with obtaining such substitute services, including reasonable administrative and operational costs; and
3. Deduct such costs from amounts otherwise due to the Contractor.

If the Contractor fails to resume performance within three (3) calendar days after written notice from the County, the County may terminate the Agreement for default and obtain replacement services. The Contractor shall remain liable for all damages and costs incurred by the County as a result of such default.

(e) Prior to assessing liquidated damages under subsection (c) or recovering costs under subsection (d), the County shall provide written notice to the Contractor describing the failure. Such notice shall be provided within fourteen (14) calendar days after the County becomes aware of the failure. The Contractor shall have forty-eight (48) hours after receipt of the notice to submit a written response and any supporting documentation for the County's consideration. After reviewing the Contractor's response, the County shall determine, in its reasonable discretion, whether to assess the applicable liquidated damages or recoverable costs. Nothing herein shall limit the County's right to require immediate corrective action where necessary to protect public health, safety, or welfare.

(f) The provisions in this Section shall survive the termination or expiration of this Agreement.

## **SECTION 11.           DEFAULT AND TERMINATION**

(a)     Default by Contractor. The Contractor shall be in default if it breaches any covenant, condition, or obligation under this Agreement; fails to satisfactorily perform the Services required under this Agreement; fails to make sufficient progress so as to endanger timely completion; fails to begin or perform Services; fails to comply with an applicable deadline; fails to provide sufficient properly skilled labor, materials, or equipment; performs defective or unacceptable Services and fails to correct it; discontinues or fails to resume Services after notice; fails to timely pay subcontractors or suppliers; fails to comply with applicable laws, rules, regulations, or permit requirements; or ceases operations or otherwise becomes unable to perform its obligations. Upon such occurrence, the County may declare the Contractor in default by written notice. Except for defaults involving failure to comply with applicable laws, rules, or regulations (which must be cured immediately), the Contractor shall have ten (10) calendar days after receipt of notice to cure the default or, if not curable within ten (10) days, to submit a written cure plan describing how and when the default will be cured. The County, in its sole discretion, may approve or reject the cure plan. Upon approval, the Contractor shall immediately commence implementation of the cure plan.

(b)     If the Contractor fails or is unable to cure a default in accordance with this Agreement, the County may, in its sole discretion and in addition to any other rights or remedies available under this Agreement or applicable law, exercise one or more of the following remedies:

1. Terminate the Agreement for cause.
2. Initiate such legal or equitable proceedings as may be necessary to enforce the Contractor's performance obligations.
3. Withhold, offset, or suspend payments under the Agreement.
4. Take corrective or remedial action, including but not limited to:
  - i. Request additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance;
  - ii. Issue written warnings to advise that more serious measures may be taken if the situation is not corrected;
  - iii. Directing suspension of specific services; and/or
  - iv. Completing the Services by other means.
5. Exercise any other rights or remedies available under this Agreement, the Bonds, or applicable law.

The exercise of any remedy shall not preclude the County from pursuing other available remedies.

(c)     Termination for Cause. If the Contractor fails or is unable to cure a default in accordance with this Agreement, and unless otherwise agreed to in writing by the County, the County may, at its option and without waiving or releasing any rights or remedies available to it under this Agreement or applicable law, terminate this Agreement, in whole or in part, for cause upon written notice from the County Representative to the Contractor, which termination shall be effective immediately unless otherwise stated in the notice. In the event of a termination for cause, the County may procure services, materials, work, or goods similar to those terminated

through other sources, and the Contractor shall be liable for any additional costs, damages, or expenses incurred by the County as a result thereof. If it is subsequently determined that the Contractor was not in default, or that the default was excusable due to causes beyond the Contractor's control and without the fault or negligence of the Contractor, then such termination shall be deemed a termination for convenience, and the rights and obligations of the parties shall be governed accordingly.

(d) Termination Due to Lack of Funds. If funds necessary to finance this Agreement become unavailable, or if dependent federal or state funding is withdrawn or redirected, the County may terminate the Agreement upon not less than ten (10) days written notice. Such termination shall not constitute a default by the County. The Contractor shall be paid for Services satisfactorily performed through the effective date of termination.

(e) Termination for Convenience. The County may, whenever it determines that such action is in the County's best interests, terminate this Agreement, in whole or in part, for convenience. The County Representative shall provide the Contractor with thirty (30) calendar days' prior written notice specifying the effective date of termination. In the event of a termination for convenience, the Contractor shall be compensated for all Services satisfactorily performed through receipt of the notice of termination, and for any additional Services specifically authorized in writing by the County to be performed through the effective date of termination.

(f) Mutual Termination. The parties may mutually agree to terminate this Agreement, in whole or in part, through a written amendment executed by the parties. Such amendment shall specify the effective date of termination and establish the procedures for the orderly close-out of the Agreement. The County Representative is authorized to execute such amendment on behalf of the County.

(g) Unless otherwise directed, upon termination the Contractor shall cease Services as specified, incur no further obligations related to terminated Services, terminate subcontracts related thereto, and transfer to the County all completed Services, work in progress, and related materials.

(h) Termination of this Agreement or a portion hereof shall not relieve the Contractor of responsibility for completed Services or any claims arising from Services performed prior to termination.

(i) Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure". For purposes of this Agreement, the term "Force Majeure" means any cause, action or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including, but not limited to, natural disasters, wars, power failures, fires, floods, explosion, internet outages and other acts of God. Upon notice of a force majeure event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably

capable of being remedied by that party. In the event that any event of Force Majeure occurs, the Contractor may request a reasonable extension of time for performance of its Services.

## **SECTION 12. SAFEGUARDS AND PROTECTION OF PROPERTY**

(a) The Contractor shall be responsible for any damage to public or private property resulting from the performance of the Services, including damage caused by application activities, equipment operations, or installation activities, and shall repair or replace such property at its sole expense. All repairs or replacements shall be completed in a manner acceptable to the County and shall restore the property to its original condition, or better.

(b) The Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. The Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

(c) Any damage to property (public or private) caused by the action of the Contractor shall be repaired or replaced at the expense of the Contractor to the satisfaction of the County. Repairs made as a result of damage must be guaranteed for a period of thirty (30) days. Should the replacement be damaged within the thirty (30) day period, the Contractor shall replace the materials continually until the area is re-established.

(d) Should the County have any expenses incurred due to the Contractor not restoring the property/damage within said time, any appropriate labor, material, and/or equipment use or rental to restore damaged property to its original condition will be deducted from the Contractor's Invoice prior to a payment being made.

## **SECTION 13. TAXES**

In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

## **SECTION 14. APPROPRIATED FUNDS**

The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

## **SECTION 15. PUBLIC RECORDS**

(a) The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The

Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

1. Keep and maintain public records required by the County to perform the Services required under the Agreement;
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

(b) The Contractor's failure to comply with the requirements of this section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

(c) The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

1. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
2. If the Contractor does not comply with the County's request for records, the County shall enforce the Agreement provisions in accordance with the Agreement.
3. If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604, [publicrecords@claycountygov.com](mailto:publicrecords@claycountygov.com), POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.**

**SECTION 16.           AUDIT**

The Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. The County reserves the right to examine and/or audit such records. This provision shall survive the termination or expiration of this Agreement.

**SECTION 17.           SCRUTINIZED COMPANIES CERTIFICATION**

In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

**SECTION 18.           E-VERIFY REQUIREMENT**

Pursuant to Section 448.095, Florida Statutes, the Contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Agreement, and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the term of the subcontractor agreement. Subcontractors shall provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as set forth in Section 448.095(2)(b)1, Florida Statutes. Upon request, the Contractor must provide evidence of compliance with this provision. Failure to comply with this provision is a material breach of the Agreement, and the County shall have the option of terminating this Agreement at its discretion.

## **SECTION 19. HUMAN TRAFFICKING ATTESTATION**

In compliance with Section 787.06 (14), Florida Statutes, the undersigned, on behalf of the Contractor, a nongovernmental entity, hereby attests under penalty of perjury as follows:

1. The Contractor does not use *coercion* for *labor* or *services*, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
2. If, at any time in the future, the Contractor does use coercion for labor or services, the Contractor will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
3. By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

## **SECTION 20. PUBLIC ENTITIES CRIMES**

(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

(b) By signing this Agreement, the Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

(c) In addition to the foregoing, the Contractor further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Contractor has been placed on the convicted vendor list.

(d) The Contractor will promptly notify the County if it or any subcontractor of the Contractor is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

## **SECTION 21. SUSPENSION AND DEBARMENT**

By execution of this Agreement, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

**SECTION 22. INDEPENDENT CONTRACTOR**

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

**SECTION 23. NO ASSIGNMENT**

The Contractor shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County.

**SECTION 24. SUBCONTRACTORS**

(a) Subcontractors may be utilized in connection with this Agreement only with PRIOR WRITTEN CONSENT from the County, and only for reasonable cause, as judged by the County. Such written authorization may be obtained from the Project Manager on behalf of the County. Any approval required shall be provided on a reasonable basis.

(b) Any subcontractor utilized by the Contractor shall be supervised and compensated by the Contractor.

(c) The Contractor shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of the Services of its subcontractors and of persons directly or indirectly employed by them.

(d) The Contractor shall cause appropriate provisions to be inserted in all subcontractor agreements relative to the Services giving the Contractor the same powers that the County may exercise over the Contractor under any provision of this Agreement.

(e) Nothing in the Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

**SECTION 25. NO THIRD-PARTY BENEFICIARIES**

Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

**SECTION 26. CONFLICT OF INTEREST**

Throughout the term of this Agreement, the Contractor must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Contractor's duties and obligations provided under this Agreement.

**SECTION 27. AMENDMENT OR MODIFICATION OF AGREEMENT**

The Agreement may only be modified or amended upon mutual written agreement of the County and the Contractor. No oral agreements or representation shall be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Contractor's documents forwarded by the Contractor to the County.

**SECTION 28. FURTHER ASSURANCES**

The parties shall cooperate with one another and shall perform such actions and execute and deliver such agreements, documents, and instruments as may be reasonably necessary to effectuate the purposes and intent of this Agreement.

**SECTION 29. REMEDIES**

The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The parties will use reasonable efforts to arrange meetings as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

**SECTION 30. GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

**SECTION 31. ATTORNEYS' FEES**

In the event either party retains legal counsel to enforce or interpret any provision of this Agreement, or to assert or defend against any claim arising out of this Agreement, the party that prevails on the majority of its claims, or successfully defends against the majority of the opposing party's claims, shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, court costs, and litigation expenses. This includes, but is not limited to, fees and costs incurred from the date the dispute is referred to the prevailing party's attorney through the conclusion of litigation, including any appellate proceedings or bankruptcy-related actions. Nothing contained herein shall be construed as a waiver of the County's sovereign immunity or

as an extension of the County's liability beyond the limits established in Section 768.28, Florida Statutes.

**SECTION 32. NOTICE**

All notices required or permitted under this Agreement (excluding day-to-day and routine communication in the administration of this Agreement in the ordinary course) shall be in writing and shall be deemed given as follows:

1. Upon delivery, if delivered by hand;
2. On the next business day, if sent by a nationally recognized overnight courier (such as Federal Express or UPS);
3. Five (5) business days after deposit in the United States Mail; or
4. Upon transmission, if sent by electronic mail, provided that no notice of delivery failure is received by the sender.

Notices shall be sent to the parties at the addresses set forth below, or to such other address as a party may designate in writing to the other party.

If to Contractor:

Vector Disease Control International (VDCI)  
1320 Brookwood Drive, Suite H  
Little Rock, AR 72202  
Attention: Dr. Caroline Efstathion  
Regional Director VDCI  
Email: [caroline.efstathion@vdc.net](mailto:caroline.efstathion@vdc.net)  
Attention: Steve Pavlovich  
Director of Field Operations  
Email: [spavlovich@vdc.net](mailto:spavlovich@vdc.net)

If to the County:

Clay County  
P.O. Box 1366  
477 Houston Street  
Green Cove Springs, FL 32043  
Attention: County Manager  
Email:  
[howard.wanamaker@claycountygov.com](mailto:howard.wanamaker@claycountygov.com)  
Copy to: Project Manager  
Email: [Annie.Wallau@claycountygov.com](mailto:Annie.Wallau@claycountygov.com)

**SECTION 33. WAIVER**

No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

**SECTION 34. SEVERABILITY**

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

**SECTION 35. HEADINGS**

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions hereof.

**SECTION 36. ENTIRE AGREEMENT**

This Agreement, including all exhibits, attachments, and any properly executed amendments, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, understandings, and communications, whether written or oral.

**SECTION 37. COUNTERPARTS**

The Agreement may be executed in any number of counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

**SECTION 38. ATTACHMENTS**

The Attachments listed in the Agreement are expressly incorporated herein by reference and made a part of this Agreement as if set out fully herein. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the Attachments.

**SECTION 39. AUTHORITY**

The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

*[Signatures appear on the following page.]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date stated in the introductory paragraph.

**VECTOR DISEASE CONTROL  
INTERNATIONAL, LLC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**CLAY COUNTY, a political subdivision of the  
State of Florida**

By: \_\_\_\_\_

Kristen Burke  
Its Chairman

ATTEST:

\_\_\_\_\_  
Tara S. Green  
Clay County Clerk of Court and Comptroller  
Ex Officio Clerk to the Board

# **ATTACHMENT A**

# **RFP SCOPE OF WORK**



## REQUEST FOR PROPOSAL

25/26-084

## MOSQUITO CONTROL PROGRAM

Clay County

477 Houston Street

Green Cove Springs, FL 32043

RELEASE DATE: April 9, 2026

LAST DATE FOR INQUIRIES: April 29, 2026, 4:30 pm

BID DUE: May 7, 2026, 4:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenw.com/portal/claycounty>

### 3. Scope of Work

#### 3.1. Purpose

The Clay County Board of County Commissioners (the “County”) is soliciting proposals from qualified Contractors to provide a comprehensive Mosquito Control Program. Services shall be delivered through an Integrated Mosquito Management (IMM) approach consistent with the Florida Public Health Pest Control Manual and the American Mosquito Control Association (AMCA) training manual (latest editions).

The Program shall include year-round surveillance, inspection, and control of mosquito larvae and adult mosquitoes using appropriate chemical and biological methods, as well as monitoring activities to assess mosquito populations and determine the appropriate type, timing, and extent of control measures. The Program shall also include public education and outreach.

All services must be performed in a manner that supports and maintains the County’s eligibility for and status as a State-Approved Mosquito Control Program administered by the Florida Department of Agriculture and Consumer Services (FDACS), in accordance with Chapter 388, Florida Statutes, and Chapter 5E-13, Florida Administrative Code.

#### 3.2. General Requirements

The Contractor shall provide all personnel, supervision, materials, equipment, facilities, and services necessary to perform the Work. The Contractor shall be solely responsible for means, methods, techniques, sequences, and safety procedures.

At a minimum, the Contractor shall provide:

- Year-round mosquito surveillance and control (larval and adult)
- Public education and outreach
- Complaint intake and resolution
- Efficacy testing
- Office, laboratory, and operational facilities within Clay County
- All required permits (local, state, federal)
- Emergency mosquito control services (including disaster response), when authorized by the County
- Expanded arboviral surveillance (e.g., Zika) when authorized by the County
- Operate the Mosquito Control Program in compliance with Chapter 388, Florida Statutes, and Chapter 5E-13, Florida Administrative Code, and all applicable FDACS rules governing State-Approved Mosquito Control Programs.

- Support the County in meeting all FDACS reporting, documentation, surveillance justification, and record-keeping requirements necessary to maintain State-Approved Program status and eligibility for state aid.

The Contractor shall serve as the Clay County Mosquito Control Director for the duration of the contract and shall be responsible for the overall management, planning, supervision, and execution of the County's Mosquito Control Program. The Contractor shall maintain at least one full-time certified Mosquito Control Director in accordance with Florida Department of Agriculture and Consumer Services (FDACS) requirements and shall provide annual proof of certification.

### 3.3. Routine Services

#### *A. Mosquito Larval Surveillance and Control*

The Contractor shall identify, GPS map, and monitor mosquito breeding sites using standard surveillance methods. Permanent or semi-permanent sites shall be sampled as necessary, not to exceed monthly during peak mosquito season. Temporary sites shall be inspected following rainfall events or as conditions warrant.

Larval populations shall be monitored using standard dip sampling techniques. Treatment decisions shall be based on surveillance data and established thresholds. All positive breeding sites shall be treated using approved chemical or biological control methods in accordance with label requirements and applicable best management practices.

The Contractor shall notify the County Representative of any identified mosquito breeding sites that may require source reduction measures, including but not limited to clogged ditches, standing water, or other environmental conditions requiring corrective action.

Any additional sites identified by the County or otherwise brought to the Contractor's attention shall also be mapped, monitored, and incorporated into surveillance activities.

#### **B. Adult Mosquito**

Adult mosquito surveillance shall be conducted primarily using standard CDC light traps or equivalent approved by the County.

A minimum of twenty (20) traps shall be operated up to three (3) times per week during mosquito season. Trap frequency may be reduced during periods of low mosquito activity with prior approval from the County.

All collections shall be identified to species level and reported by sex (male/female) and total counts per trap night.

#### **C. Adult Mosquito Control**

Adult mosquito control shall be performed using vehicle-mounted or handheld Ultra-Low Volume (ULV) application equipment.

All spray vehicles shall be equipped with GPS-based tracking systems capable of recording time, location, speed, direction, and spray activation status. All application records shall be retained and made available to the County upon request.

### **Application Requirements**

All pesticide applications shall:

- Be EPA-registered and used in accordance with label directions
- Be applied at labeled rates only
- Be documented in accordance with County reporting requirements

### **Calibration & Testing**

All ULV equipment shall be calibrated prior to use and operated in accordance with manufacturer specifications. Droplet size testing shall be conducted periodically during mosquito season, and results shall be made available to the County upon request.

### **D. Larval Mosquito Control**

All breeding sites found positive for mosquito larvae must be treated with chemical or biological controls using best management practices.

Pesticide application must be made using power and/or hand operated equipment suitable for the chemical being applied, and in a manner consistent with label recommendations.

Only pesticide approved for such use by Federal and State authorities shall be used.

Treatment levels shall be based on surveillance data; however, minimum service levels must be maintained unless reduced activity is documented and approved by the County.

### **E. Mosquito-Borne Disease Suppression**

Upon notification to the Contractor by the Florida Department of Health, the Clay County Health Department, or any other responsible state or local public health agency that a person within Clay County has been diagnosed with a mosquito-borne disease, including but not limited to Zika virus, Dengue fever, Chikungunya virus, West Nile virus, Eastern Equine Encephalitis (EEE), St. Louis Encephalitis (SLE), malaria (locally transmitted), or any other mosquito-borne disease of public health significance in Florida:

- The Contractor shall notify the County Representative immediately.
- Upon authorization, the Contractor shall implement a transmission suppression protocol in accordance with applicable public health guidance.

### **F. Efficacy Testing**

The Contractor shall perform efficacy testing to evaluate mosquito control efforts, including:

- Pre- and post-treatment mosquito population assessments using traps and/or field evaluations.
- Insecticide susceptibility testing (e.g., bottle bioassay methods).

Testing Requirements:

- Conducted at least once per calendar year
- Performed for each chemical routinely used in mosquito control operations

### **As Needed Services**

*The following scope of services shall be provided on an as needed basis as directed by the County:*

#### **Arboviral Surveillance and Response**

The Contractor shall provide surveillance for mosquito-borne viruses, including Zika, on an as-needed basis and only upon written directive from the County.

The Contractor shall be prepared to implement expanded surveillance activities in a proactive and timely manner when authorized. If conditions do not warrant an expanded surveillance program, the County reserves the right to withhold authorization for these services.

#### **Emergency Response to Natural or Manmade Disasters**

Post-disaster services to address mosquito activity resulting from natural or manmade events shall be performed only upon prior authorization by the County when such services exceed the routine scope of work.

The Contractor shall provide and maintain a current list of Essential Duty Personnel (EDP), including names and contact telephone numbers, and shall ensure the availability of qualified personnel and necessary equipment to respond to potential mosquito-related issues.

The Contractor shall develop and submit a disaster response plan with its Proposal. The plan shall be subject to review and approval by the County and, upon approval, shall be incorporated into the Contract.

### **Public Education Program**

In an effort to educate the community of our mosquito control program and what citizens can do to eliminate mosquito breeding sites and protect themselves from mosquitoes, Contractor shall do the following on an as-needed basis as requested by the County:

- A. Prepare, on an as needed basis, press releases, flyers and other written public information materials to be disseminated via distribution to media, civic associations, schools, and by other means. The County will cover costs of printing and postage or negotiate such fee with the Contractor.
- B. Prepare Public Service Announcements, and represent the County mosquito program on radio/television broadcasts.
- C. Conduct presentations at schools, civic association meetings, and public meetings.

### **Reporting**

The Contractor shall submit a bi-weekly report to include, but not limited to, the following:

- A. Brief narrative summary of general mosquito populations and contractor's response. Any unusual conditions should be noted.
- B. Light trap counts by location, mosquito species and gender, and total.
- C. Adulticiding report to include number of miles sprayed, and acres treated.
- D. Larviciding report to include square footage of area treated with biolarvicide.
- E. Service requests received to include number of adulticiding requests, number of larviciding requests, and number of sites inspected.
- F. Any additional data, documentation, or summaries required by the County to complete FDACS-mandated reports, including but not limited to being responsible for submitting the Mosquito Control Monthly Report – Pesticide Activity Reports (FDACS-13652, Rev 02/23) in accordance with 5E-13.027(4), F.A.C. and submit detailed plans for inclusion in the County's Integrated Mosquito Management Plan (FDACS-12668, Rev 2/23) as required by 5E-13.022(2), F.A.C.

The Contractor shall submit an annual report that provides a recap of the aforementioned reporting and includes the results of the annual efficacy testing results.

### **3.4. Program Equipment**

All vehicles and other equipment used in the performance of this Contract shall be maintained in good repair, in a clean and sanitary condition, and in a manner acceptable to the County at all times. Each vehicle shall be equipped with appropriate spill kits and safety equipment. The Contractor's name shall be clearly displayed on both sides of each vehicle.

All trucks and mobile equipment shall be assigned unique identification numbers, with no duplication between units. Identification numbers shall be displayed on both sides of each

vehicle. Each digit shall be a minimum of three (3) inches in height and two (2) inches in width and shall be clearly legible.

Each truck shall be equipped with either a two-way radio or a cellular telephone to ensure continuous communication with the Contractor's dispatcher and the County.

### 3.5. Complaints

All complaints shall be made directly to the Contractor or shall be forwarded to the Contractor by the County, and shall be given prompt and courteous attention. All complaints received must be responded to within forty-eight (48) hours, weather permitting, excluding weekends and holidays. It shall be the duty of the Contractor to investigate each complaint and take whatever steps that may be necessary to remedy the cause of the complaint, including treatment, recommendation to property owner and/or recommendation to the County. The County shall provide to the Contractor a list of complaints received by the County each day. The Contractor may obtain this list from the County each day either by telephone, e-mail, fax and/or personal visit to the County Office.

### 3.6. Office Location and Operations

The Contractor shall maintain an office, chemical mixing facility, and operational shop within Clay County for the duration of the Contract. The office shall serve as the designated location for receipt of all notices, directives, orders, requests, and complaints issued under this Contract. The Contractor shall notify the County in writing of the office location and any subsequent changes.

The Contractor shall maintain a publicly listed local telephone number for public contact between 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding County-recognized holidays. In the event of excessive mosquito emergence, the Contractor shall extend operational spray activities to weekends and holidays as necessary, subject to County direction or approval.

At the County's option, the County may provide the existing mosquito control building, sheds, and storage area located at 5 Esplanade Avenue, Green Cove Springs, Florida, for use by the Contractor. The County shall provide utilities and services for the Facilities, including internet service, trash collection, and pest control. Such use shall be subject to a mutually agreed-upon monthly lump sum credit to be applied to the County's invoice for services.

The Contractor shall be responsible for all other items necessary to operate the Program, including, but not limited to, office supplies and equipment.

The County shall have the right to inspect the Facilities at any time and to enter at reasonable times for the purpose of alterations or repairs. Upon commencement of use, the Contractor shall provide the County with duplicate keys to the Facilities.

The Contractor shall not make any improvements or alterations to the Facilities without the County's prior written approval and shall not permit any liens to be placed on the Facilities arising from its use or occupancy.

The Contractor shall maintain the Facilities in good repair and in a clean and sanitary condition, including regular removal of trash, and shall comply with all applicable laws governing use of the Facilities. If the County determines that the Facilities are not being properly maintained, the Contractor shall correct the deficiencies and reimburse the County for any costs incurred in doing so.

The Contractor shall not make unlawful, improper, or offensive use of the Facilities, including the possession, consumption, display, or disposal of alcoholic beverages, in accordance with applicable County Code.

The County reserves the right, at its sole discretion, to discontinue the Contractor's use of the Facilities if it is determined to be in the best interest of the County.

### 3.7. [Point of Contact](#)

All dealings, contacts, etc. between Contractor and the County shall be directed by the Contractor to the appointed County Representative and by the County to the Contractor's Manager. The cellular telephone number of the Contractor's Manager shall be provided to the County Representative and shall be available twenty-four (24) hours, seven (7) days/ week for emergency calls.

### 3.8. [Work Hours](#)

Workdays and hours – Normal work hours of Monday through Friday, 7:30 a.m. to 5:00 p.m. unless approved by the County Project Manager or designee.

Any work performed outside of the normal County business hours will require prior County approval and payment to the County for all expenses incurred by the County may be required.

### **Holidays**

The Contractor may elect to observe the same holidays as those observed by the Clay County Board of County Commissioners by suspending services on these days providing that critical tasks must be performed as necessary. If there is an excessive mosquito hatch, spray operations will be extended to weekends and holidays, if necessary

### 3.9. [Unsatisfactory Equipment and/or Services](#)

The County shall notify the Contractor of any instances of unacceptable equipment or services. The Contractor shall promptly correct all deficiencies at no cost to the County, including all labor and materials, as applicable.

The County may suspend services until such deficiencies are corrected or, in the event of an emergency, obtain services from another provider. Repeated or continued unsatisfactory performance may result in corrective action, up to and including debarment.

### 3.10. Breach of Services & Penalties

The Contractor acknowledges that timely and effective performance of mosquito control services is essential to public health and safety. In the event of Contractor failure to perform in accordance with the Contract requirements, and where actual damages would be difficult to determine, the County may assess liquidated damages as set forth herein. The parties agree that such amounts represent a reasonable estimate of damages and are not a penalty.

Liquidated damages may be assessed as follows:

- \$100 per day for each instance of a supervisory position filled by an individual who does not possess the required certification.
- \$100 per occurrence for failure to initiate satisfactory resolution of citizen complaints within two (2) working days.

If the Contractor fails to provide the required Mosquito Control services for more than two (2) consecutive scheduled working days, excluding events caused by force majeure, the County may, at its sole discretion:

- Provide or procure substitute services from another provider;
- Recover all associated costs from the Contractor, including administrative and operational expenses; and
- Deduct such costs from amounts due to the Contractor under the Contract.

If the Contractor is unable to resume performance within three (3) days of such failure, the County may terminate the Contract for default and secure alternative service providers. The Contractor shall remain liable for all resulting costs incurred by the County.

The County may terminate the Contract upon written notice if the Contractor fails to cure any material breach within ten (10) calendar days of receipt of notice from the County.

In the event of insolvency, bankruptcy, or cessation of business operations by the Contractor, the County may immediately terminate the Contract and obtain services from an alternative provider without further obligation.

### 3.11. Term

The awarded Agreement shall remain in effect for a period of three (3) year from the Effective Date of the Agreement, with the County reserving the right and option to extend for an

additional two (2) periods of twelve (12) months each, if such is agreeable with the successful Contractor.

### 3.12. Transferability of Contract

The awarded Contractor will be issued a contract, no assignment of the contract or any right accruing under the contract shall be made in whole or in part by the Contractor without the express written consent of the County. In the event of any assignment, the assignee shall assume the liability of the Contractor.

### 3.13. Payment

The Contractor may request payment no more than once monthly, based on the amount of work done or completed. All partial estimates and payments found to be in error shall be subject to correction in the estimates and payments subsequent thereto, and in the final estimate and payment. Payments will be made in accordance with the Florida Local Government Prompt Payment Act.

### 3.14. Damage to Public or Private Property

The Contractor shall be responsible for any damage to public or private property resulting from the performance of the Work, including damage caused by application activities, equipment operations, or installation activities, and shall repair or replace such property at its sole expense. All repairs or replacements shall be completed in a manner acceptable to the County and shall restore the property to its original condition, or better.

Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

Any damage to property (public or private) caused by the action of the Contractor shall be repaired or replaced at the expense of the Contractor to the satisfaction of the County. Repairs made as a result of damage must be guaranteed for a period of thirty (30) days. Should the replacement be damaged within the thirty (30) day period, the Contractor shall replace the materials continually until the area is re-established.

Should the County have any expenses incurred due to the Contractor not restoring the property/damage within said time, any appropriate labor, material, and/or equipment use or rental to restore damaged property to its original condition will be deducted from the Contractors invoice prior to a payment being made.

### 3.15. Compliance with Occupation Safety and Health Act

The Contractor warrants that the product, products, or services supplied to Clay County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act

(OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. Clay County shall be held harmless against any unsafe conditions and Contractor employee incidents.

Contractor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Contractor further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the Contractor and their employees shall be ANSI certified and meet OSHA standards.

### 3.16. Selection Criteria / Evaluation Committee

The Professional Services Evaluation Committee shall determine qualifications, interest and availability by reviewing all Bids received that express an interest in performing these services, and when deemed necessary, by conducting formal interviews of selected Bidders that are determined to be best qualified based upon the evaluation of the Bids.

Bidders are advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Bid as non-responsive. The response to each of the criteria will be evaluated relative to the other responses received and the RFP shall be awarded to the most qualified Bidder that meets all requirements of the RFP. Bidders are encouraged to arrange their Bids in a format that will offer ready review and evaluation of each criterion. The Board of County Commissioners reserves the right to request oral presentations from one or more selected Bidders.

### 3.17. Performance Evaluation

A work performance evaluation will be conducted periodically to ensure compliance with the Contract.

### 3.18. Cancellation of Contract

If the awarded Contractor fails to maintain acceptable product quality or to perform adequately in accordance with the terms, conditions and specifications established in this Request for Bid, the County reserves the right to cancel the contract upon thirty (30) days written notice to the Contractor.

### 3.19. Additional Services

If the County and/or awarded Contractor identifies any additional services to be provided by Contractor that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Contractor.

# **ATTACHMENT B PRICE TABLE**

References will be evaluated based on their responsiveness, satisfaction with services, and the success of past projects.

Final\_-\_28.5\_References.pdf

**EQUIPMENT\***

Contractor shall provide:

- List and description of equipment for routine mosquito control operations.
- Major equipment for special events, emergency response, and expanded Arboviral surveillance.

Final\_-\_28.6\_Equipment.pdf

**PRICE TABLES**

**MOSQUITO CONTROL SERVICES**

Monthly Lump Sum Cost (to be provided 12 months/year)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Routine Services as detailed in the Scope	12	Months	\$25,571.00	\$306,852.00
<b>TOTAL</b>					<b>\$306,852.00</b>

**CREDIT FOR USE OF COUNTY FACILITY**

County reserves the right to select this option if deemed in its best interest. The Contractor may elect No-Bid if County property will not be utilized.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
2	Credit for use of County Facilities	12	Months	\$1,800.00	\$21,600.00	
<b>TOTAL</b>					<b>\$21,600.00</b>	

**AS-NEEDED SERVICES**

Line Item	Description	Unit of Measure	Unit Cost
6	Larviciding	Per Square Foot	\$0.0015
5	Adult Mosquito Control (Truck-Mounted Spraying)	Per Mile	\$29.75
3	Expanded Zika Suppression & Emergency Response	Per Day	\$1,250.00