

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
400 S. FT. HARRISON AVENUE
ANNEX BUILDING – 6TH FLOOR
CLEARWATER, FL 33756



INVITATION TO BID

ITB – GOODS

*SUBMITTALS ARE OPENED PUBLICLY AND
ARE ACCEPTED VIA PINELLAS EPRO*

THE MISSION OF PINELLAS COUNTY

Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.

ISSUE DATE: **Thursday May 12th, 2022**

SOLICITATION NUMBER: **22-0466-B**

SOLICITATION TITLE: **Mosquito Abatement Products**

DEADLINE FOR WRITTEN QUESTIONS: **Thursday, May 19th, 2022** by 3:00 PM Eastern Time

SUBMIT QUESTIONS: ALL QUESTIONS MUST BE SUBMITTED IN PINELLAS EPRO WITHIN THE Q&A - TAB.

ALL SUBMITTALS ARE DUE BY: **Tuesday, May 31st, 2022** by 3:00 PM Eastern Time

SOLICITATION CONTACT INFORMATION:

NAME: **Dustin Guinta**

EMAIL: **dguinta@pinellascounty.org**

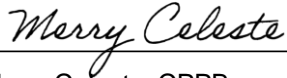
SUBMITTALS MAY NOT BE WITHDRAWN FOR DAYS AFTER OPENING DATE.

Please Note:

From time to time, addenda may be issued to this solicitation. Any such addenda will be posted on the same Web site, [www.pinellascounty.org/purchase/Current Bids1.htm](http://www.pinellascounty.org/purchase/Current_Bids1.htm) , from which you obtained this solicitation.

Before submitting, you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed bid package if applicable.

AUTHORIZED BY:



Merry Celeste, CPPB

Division Director of Purchasing and Risk Management

VENDORS MUST COMPLETE THE FOLLOWING

VENDORS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIVE AND RESPONSIBLE SUBMITTAL RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A VENDOR DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE SOLICITATION OPENING DATE AS ADVERTISED. BY SIGNING THIS SUBMITTAL FORM, VENDORS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER SOLICITATION TERMS AND CONDITIONS, INCLUDING ANY INSURANCE REQUIREMENTS CONTAINED HEREIN.

VENDOR NAME: ADAPCO, LLC (As shown on W-9)
DBA: _____ (If applicable)
MAILING ADDRESS: 100 Colonial Center Parkway, Suite 170 (As shown on W-9)
CITY / STATE / ZIP: Lake Mary, FL 32746 (As shown on W-9)
VENDOR EMAIL: bids@myadapco.com (Primary Company Email Address)
REMIT TO NAME: PO Box 931574, Atlanta, GA 31193 (As Shown on Vendor Invoice)
FEIN#: 59-2574523 (As shown on W-9)
PAYMENT TERMS: 0 % ___ DAYS, NET 45 (PER F.S. 218.73)
DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ N/A

Proper Corporate Identity is needed when you submit your quote, especially how your firm is registered with the Florida Division of Corporations. Please visit dos.myflorida.com/sunbiz/ for this information. It is essential to return a copy of your W-9 with your quote. Thank you.

VENDOR CONTACT INFORMATION

CONTACT NAME: Kathy Russell
PHONE NUMBER: (407) 328-6519
FAX NUMBER: (866) 330-9888
EMAIL ADDRESS: bids@myadapco.com

I HEREBY AGREE TO ABIDE BY ALL CONDITIONS OF THIS SOLICITATION, INCLUDING ALL INSURANCE REQUIREMENTS, AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS SOLICITATION FOR THE VENDOR.

AUTHORIZED SIGNATURE: *Andy Pierce*
PRINT NAME: Andy Pierce
TITLE: Sr. VP of Sales

SEE SECTION F FOR PRICING SUMMARY

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

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SECTION A - GENERAL CONDITIONS

SECTION A - GENERAL CONDITIONS

1. PREPARATION OF SUBMITTAL

Submittal will be prepared in accordance with the following:

- a. Submittals shall be uploaded on forms furnished, utilizing Pinellas ePro procurement website. Failure to comply could result in the submission being rejected.
- b. If price is factor, unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- c. Alternate submittals will not be considered unless authorized by the solicitation.
- d. Proposed delivery time must be shown and shall include weekends and holidays.
- e. Contractor is advised that exceptions to any terms and conditions contained in this solicitation or the agreement must be stated with specificity in its response to the solicitation as provided herein and in Section A, AGREEMENT. Contractor is deemed to have accepted and to be bound by the solicitation and agreement terms and conditions that contractor does not take exception to in its response. The County reserves the right to modify or add terms and conditions based upon the exceptions stated by the contractor, or to declare any terms and conditions non-negotiable, as determined by the County in its sole discretion.
- f. Contractors shall thoroughly examine the drawings, specifications, schedule, instructions and/or all other solicitation documents.
- g. contractors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the solicitation. Plea of ignorance by the contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the contractor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the solicitation documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the contractor.
- h. Contractors are advised that all County solicitations are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

2. DESCRIPTION OF GOODS/SERVICES/SUPPLIES

- a. Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Submittals will be considered for all brands which meet the quality of the specifications listed for any items.
- b. contractors are required to state exactly what they intend to furnish otherwise they shall be required to furnish the items as specified.
- c. contractor submission shall include all data necessary to evaluate and determine the quality of the item(s) they intend to furnish.

3. ALTERNATES

Unless otherwise provided in the solicitation, alternatives may be included in the plans, specifications, and/or solicitation. When the County includes alternates in the solicitation, the contractor shall indicate on the submittal the cost of said alternate and sum to be deducted or added to the base pricing. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein. If the contractor is proposing an alternate that is not provided in the solicitation, alternate(s) must be submitted within the Pinellas ePro Q & A Tab prior to the question deadline, and receive approval prior to the solicitation opening date in order to be considered for award.

4. VENDOR SUBMISSION

- a. Submittals shall be uploaded utilizing Pinellas ePro procurement website (<https://www.ebids.pinellas.gov/bsoc/>). Failure to comply could result in the submittal being rejected.
- b. Submittals must be on the forms furnished. Submittals sent via email will not be considered.

SECTION A - GENERAL CONDITIONS

5. REJECTION OF SUBMISSION

- a. The County may reject a submittal if:
 1. The contractor incorrectly states or conceals any material fact in the solicitation.
 2. The solicitation does not strictly conform to the law or requirements of solicitation including insurance requirements.
 3. The solicitation is conditional, except that the contractor may qualify its submittal for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis submittal must include all items upon which the contractor was invited.
- b. The respective constitutional officer, County Administrator, on behalf of the Board of County Commissioners or within their delegated financial approval authority, or Director of Purchasing, within their delegated financial approval authority, shall have the authority when the public interest will be served thereby to reject all submittals or parts of submittals at any stage of the procurement process through the award of an agreement.
- c. The County reserves the right to waive minor informalities or irregularities in any submittal.

6. WITHDRAWAL OF SUBMITTAL

The submittal may be withdrawn prior to the bid opening date, however, a submittal may not be withdrawn for a period of time as specified in this solicitation document.

7. LATE SUBMISSION OR MODIFICATIONS

- a. Submittals and modifications received after the time set for the submission will not be considered. This upholds the integrity of the process.
- b. Modifications in writing received prior to the time set for the submittal will be accepted.

8. PUBLIC REVIEW AT OPENING

Pursuant to Florida Statute, Section 119.071(1)(b)2, all submittals shall be subject to review as public records after 30-days from opening, or earlier if an intended decision is reached before the thirty-day period expires. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims shall be dispositively determined by a court of law prior to trade secret protection being granted.

9. TABULATION INQUIRIES

Inquiries relating to the results of this solicitation, prior to the official award by the Pinellas County Board of County Commissioners may be made by visiting Pinellas ePro or calling the Purchasing Office after 30 days to comply with Florida Statute, Section 119.071(1)(b)2.

10. AWARD OF CONTRACT

- a. The agreement will be awarded to the lowest responsive, responsible contractor whose submittal, conforming to the solicitation, is most advantageous to Pinellas County, price and other factors considered. For solicitation of Sale of Real or Surplus Property, award will be made to the highest and most advantageous submittal including price and other factors considered.
- b. The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the contractor qualifies their submittal by specified limitations. See Rejection of Submission.
- c. If two or more submittals received are for the same total amount or unit price, quality and service being equal, the agreement shall be awarded to one contractor by drawing lots in public. A local contractor is defined as a contractor with headquarters in geographical Pinellas County. Headquarters shall mean the office location that serves as the administrative center and principal place of business.
- d. Prices quoted must be free on board (FOB) Pinellas County with all transportation charges prepaid unless otherwise specified in the solicitation.
- e. A written award of acceptance will be furnished to the successful contractor and shall result in a binding agreement without further action by either party.

SECTION A - GENERAL CONDITIONS

11. SUBMITTALS FROM RELATED PARTIES OR MULTIPLE SUBMITTALS RECEIVED FROM ONE VENDOR

Where two (2) or more related parties each upload a submittal, or multiple submittals are received from one (1) contractor, for any solicitation, such submittals shall be judged non-responsive. Related parties mean contractors or the principles thereof, which have a direct or indirect ownership interest in another contractor for the same solicitation or in which a parent company or the principles thereof of one (1) contractor have a direct or indirect ownership interest in another contractor for the same solicitation.

12. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

The laws of the State of Florida apply to any purchase made under this solicitation. contractors shall comply with all local, state, and federal directives, orders and laws as applicable to this solicitation and subsequent agreement(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this agreement.

13. PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated by the contractor(s), the contractor(s) agree to make available to all Government agencies, departments, and municipalities the prices submitted in accordance with said terms and conditions therein, should any said governmental entity desire to buy under this solicitation. Eligible users shall mean all State of Florida Agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the agreement.

14. COLLUSION

The contractor, by affixing his signature to this proposal, agrees to the following: "Contractor certifies that its submittal is made without previous understanding, agreement, or connection with any person, firm or corporation making a submittal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

15. CONTRACTOR LICENSE REQUIREMENT

All contractor performing construction and related work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any submittal and/or award.

16. MATERIAL SAFETY DATA SHEETS REQUIREMENTS

If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this solicitation, the successful contractor shall provide a Safety Data Sheet (SDS) at the time of each delivery.

17. RIGHT TO AUDIT

Pinellas County reserves the privilege of auditing a contractor's records as such records relate to purchases between Pinellas County and said contractor. Such audit privilege is provided for within the text of the Pinellas County Code §2-187. Records should be maintained for five (5) years from the date of final payment.

18. STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES"

Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and contractor agrees that its submittal and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. contractor represents and certifies that contractor is and will at all times remain eligible to submit for and perform the services subject to the requirements of these, and other applicable, laws. contractor agrees that any agreement awarded to contractor will be subject to termination by the County if contractor fails to comply or to maintain such compliance.

19. COUNTY INDEMNIFICATION

Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees

SECTION A - GENERAL CONDITIONS

incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

20. VARIANCE FROM STANDARD TERMS & CONDITIONS

All standard terms and conditions stated in this section apply to this Agreement except as specifically stated in the subsequent sections of the document, which take precedence over this section, and should be fully understood by contractors prior to submitting on this requirement.

21. ADA REQUIREMENT FOR PUBLIC NOTICES

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727-464-4062 (voice/tdd) fax 727-464-4157, not later than seven days prior to the proceeding.

22. "OR EQUAL" DETERMINATION

Where submitting other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.

23. INSURANCE

Notice: The contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed in the insurance section below. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible submitter may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible submitter.

24. PROCUREMENT POLICY FOR RECYCLED MATERIALS

- a. Pinellas County wishes to encourage its contractors to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.
- b. When awarding a purchase or recommending a purchase for products, materials, or services, the Director of Purchasing and Risk Management may allow a preference to a responsive contractor who certifies that their product or material contains the greatest percentage of postconsumer material. If solicitation includes paper products, contractor must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.
- c. On all quotes over fifty thousand dollars (\$50,000) and informal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing and Risk Management shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.
- d. Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying submittal received.

Definitions for Recycled Materials:

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

SECTION A - GENERAL CONDITIONS

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

25. ASBESTOS MATERIALS

- a. The contractor shall perform all Work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the contractor shall be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances.
- b. The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful contractor. The County will furnish a copy of the asbestos survey to the successful contractor. The contractor must keep this copy on site at all times during the actual demolition.

26. PAYMENT/INVOICES

Contractor shall submit invoices for payment as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. Seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable

Pinellas County Board of County Commissioners

P.O. Box 2438

Clearwater, FL 33757

Email: FinanceAccountsPay@MyPinellasClerk.org

Each invoice shall include, at a minimum, the contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the contractors also include the information shown in below. The County may dispute any payments invoiced by contractor in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

Remit To: Billing address to which you are requesting payment be sent

Invoice Date: Creation date of the invoice

Contractor Information: Company name, mailing address, phone number, contact name and email address as provided on the purchase order

Invoice Number: Company tracking number

Shipping Address: Address where goods and/or services were delivered

Ordering Department: Name of ordering department, including name and phone number of contact person

Purchase order Number: Standard purchase order number

Ship Date: Date the goods/services were sent/provided

Quantity: Quantity of goods or services billed

Description: Description of services or goods delivered

Unit Price: Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

SECTION A - GENERAL CONDITIONS

Invoice Total: Sum of all line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge contractor to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at: www.pinellascounty.org/purchase.

27. TAXES

- a. The County is exempt from all state and federal sales, use, transportation and excise taxes. The Laws of the State of Florida provide that sales and use taxes are payable by the contractor upon the tangible personal property incorporated in the work and such taxes shall be paid by the contractor and be deemed to have been included in the solicitation.
- b. Payments to Pinellas County are subject to applicable Florida taxes.

28. TERMINATION

- a. Pinellas County reserves the right to terminate this agreement, without cause by giving thirty (30) days prior written notice to the Contractor of the intention to terminate or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of Pinellas County.
- c. In addition to all other legal remedies available to the Pinellas County, the Pinellas County reserves the right to terminate and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of request, as determined by the Pinellas County.
- d. In the event that sufficient budgeted funds are not available for a new fiscal period, the Pinellas County shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of the then current fiscal year period without penalty or expense to the Pinellas County.

29. CONTRACTOR CAPABILITY/REFERENCES

Prior to agreement award, any contractor may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the County. Contractors must furnish a reference list of at least four (4) customers for whom they have performed similar services.

30. DELIVERY/CLAIMS

Prices quoted shall be FOB Destination, freight included and unloaded to location(s) within Pinellas County. Actual delivery address(s) shall be identified at time of order. Successful contractor(s) will be responsible for making any and all claims against carriers for missing or damaged items.

31. MATERIAL QUALITY

All materials purchased and delivered against this Agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the contractor at no charge to the County.

32. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of specifications or any other contractor documents. All questions pertaining to the terms and conditions or scope of work of this solicitation must be sent in writing (electronically) to the Purchasing and Risk Management Division and received by the date specified in solicitation. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the solicitation. All such addenda shall become part of the agreement documents. The County will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the award

SECTION A - GENERAL CONDITIONS

of the agreement. The Purchasing and Risk Management Division will be unable to respond to questions received after the specified time frame.

33. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

The contractor shall perform this agreement. If a contractor intends to subcontract a portion of this work, the contractor must disclose that intent in the solicitation. No assignment or subcontracting shall be allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the contractor shall provide written notice to the County within thirty (30) business days of contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this agreement, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding an agreement to a contractor, which has disclosed its intent to assign or subcontract in its response to the solicitation, without exception shall constitute approval for purposes of this agreement. The contractor must inform the County in writing within forty-five (45) business days if the contractor's business entity's name changes. The contractor will bear all responsibility and waive any rights it may have to relief for any delay in processing a payment associated with the County's inability to issue payment to the contractor for a business entity name change that the County was not made aware of as reflected herein.

34. EXCEPTIONS

Contractor is advised that if it wishes to take exception to any of the terms contained in this solicitation or the attached agreement it must identify the term and the exception in its response to the solicitation. Failure to do so may lead County to declare any such term non-negotiable. contractor's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

35. NON-EXCLUSIVE CONTRACT

Award of this agreement shall impose no obligation on the County to utilize the contractor for all work of this type, which may develop during the agreement period. This is not an exclusive agreement. The County specifically reserves the right to concurrently agreement with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term agreements, this provision shall apply separately to each term.

36. PUBLIC RECORDS/TRADE SECRETS

Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

To the extent that contractor desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and contractor shall provide an additional copy of the contractors submittal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the contractor signature page, contractor acknowledges and agrees:

- i. That after notice from the County that a public records request has been made for the materials designated as a trade secret, the contractor shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than ten (10) calendar days from the date of notification or contractor will be deemed to have waived the trade secret designation of the materials;
- ii. That to the extent that the contractor with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating agreement terms, approving any agreement based on the contractor, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final agreement award;
- iii. To indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the

SECTION A - GENERAL CONDITIONS

designation of trade secrets by the contractor, including actions or claims arising from the County's non-disclosure of the trade secret materials.

- iv. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. contractor agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire submission document, line item and/or total contractor prices, the work, services, project, goods, and/or products to be provided by contractor, or any information, data, or materials that may be part of or incorporated into an agreement between the County and the contractor is not acceptable to the County and will result in a determination that the contractor submittal is nonresponsive; the classification as trade secret of any other portion of a submittal document may result in a determination that the submittal is nonresponsive.

37. LOBBYING

"Lobbying shall be prohibited on all county competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, "lobbying" shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director."

(Ord. No. 02-35, 5-7-02; Ord. No. 04-64, § 12, 9-21-04; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 10-09, § 6, 2-16-10; Ord. No. 11-23, § 2, 7-26-11; Ord. No. 14-11, § 5, 2-11-14; Ord. No. 18-34, 10-23-18).

38. ADDITIONAL REQUIREMENTS

The County reserves the right to request additional goods or services relating to this agreement from the contractor. When approved by the County as an amendment to this agreement and authorized in writing, the contractor shall provide such additional requirements as may become necessary.

39. ADD/DELETE LOCATIONS SERVICES

The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this agreement in accordance with the terms, conditions, and specifications.

SECTION A - GENERAL CONDITIONS

40. INTEGRITY OF SOLICITATION DOCUMENTS

Contractors shall use the original solicitation form(s) provided by the Purchasing & Risk Management Division and enter information only in the spaces where a response is requested. Contractors may use an attachment as an addendum to the solicitation form(s) if sufficient space is not available on the original form for the contractor to enter a complete response. Any modifications or alterations to the original solicitation documents by the contractor, whether intentional or otherwise, will constitute grounds for rejection of a solicitation. Any such modifications or alterations a contractor wishes to propose must be clearly stated in the contractor's submittal response and presented in the form of an addendum to the original solicitation documents.

41. PUBLIC EMERGENCIES

It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a first priority for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a first priority basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

42. JOINT VENTURES

All contractors intending to submit as a joint venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting (see Section 489.119 Florida Statutes).

Joint ventures must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

43. CONFLICT OF INTEREST

- a. The contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The contractor further represents that no person having any such interest shall be employed during the agreement term and any extensions. In addition, the contractor shall not offer gifts or gratuities to County employees as County employees are not permitted to accept gifts or gratuities. By signing this document, the contractor acknowledges that no gifts or gratuities have been offered to County employees or anyone else involved in this competitive solicitation process.
- b. The contractor shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the contractor. The County agrees to notify the contractor of its opinion, by certified mail, within thirty days of receipt of notification by the contractor.
- c. It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – (727) 45FRAUD (453-7283)

Fax – 727-464-8386

44. PROTEST PROCEDURE

As per Section 2-162 of County Code

- a. Right to Protest. "A vendor who is aggrieved by the contents of the bid or proposal package, or a vendor who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest

SECTION A - GENERAL CONDITIONS

to the director, as provided herein. This right to protest is strictly limited to those procurements of goods and/or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations, negotiations, qualifications or letters of interest; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section shall not be reviewed."

- b. "Posting. The purchasing department shall post the recommended award on or through the departmental website."
- c. Requirements to protest.
 - 1. "If the protest relates to the content of the bid or proposal package, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after issuance of the bid or proposal package."
 - 2. "If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after posting of the award recommendation."
 - 3. "The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds."
 - 4. "A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder or proposer."
- d. "Sole remedy. These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award."
- e. "Lobbying. Protestors and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any county official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office to address situations such as clarification and/or pose questions related to the procurement process. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided, however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this Code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration."
- f. "Time limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or proposal."
- g. "Authority to resolve. The director shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. EST on the tenth full business day after the filing thereof."
- h. "Review of director's decision."
 - 1. "The protesting party may request a review of the director's decision to the county administrator by delivering written request for review of the decision to the director by 5:00 p.m. EST on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the bidder or proposer deems relevant to the issues raised in the request to review the decision of the director."
 - 2. "The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m. EST on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction."
- i. "Stay of procurement during protests. There shall be no stay of procurement during protests."

SECTION A - GENERAL CONDITIONS

(Ord. No. 94-51, § 5, 6-7-94; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 14-11, § 2, 2-11-14; Ord. No. 18-34, 10-23-18)

45. DISPUTE RESOLUTION FOR PAYMENT REQUEST OR INVOICE

Payment of invoices for work performed for Pinellas County Board of County Commissioners is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act. If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- a. Pinellas County shall notify a contractor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the contractor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the contractor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the contractor should then resubmit the invoice as a corrected invoice to the requesting department which will initiate the payment timeline.
 1. Requesting department for this purpose is define as the County department for whom the work is performed.
 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- b. Should a dispute result between the contractor and the County about payment of a payment request or an invoice then the contractor should submit their dissatisfaction in writing to the requesting department. Each Requesting Department shall assign a representative who shall act as a dispute manager to resolve the issue at departmental level.
- c. The dispute manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days' after the date on which the payment request or invoice was received by Pinellas County.
- d. The dispute manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the proper authority. Proper authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The dispute manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days' timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- e. Pinellas County dispute resolution procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- f. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the contractor's favor the County shall pay interest as of the original date the payment was due.
- g. Pursuant to sections 218.70 et. seq., Florida Statutes, an award will be made to cover court costs and reasonable attorney fees, including fees incurred as a result of an appeal to the prevailing party. This provision is applicable if the non-prevailing party held back payment that was the reason for the dispute without any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

SECTION A - GENERAL CONDITIONS

46. PUBLIC RECORDS – CONTRACTOR’S DUTY

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor’s duty to provide public records relating to this agreement, the contractor shall contact:

**Pinellas County Board of County Commissioners
Purchasing and Risk Management Division**

**400 S. Ft. Harrison Ave, 6th Floor,
Clearwater, FL 33756**

Public Records Liaison

Phone: 727-464-4485

Email: jpeters@pinellascounty.org

47. E-VERIFY

The contractor and subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

48. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

Contractor acknowledges that it is functioning as an independent contractor in performing under the terms of this agreement, and it is not acting as an employee of Pinellas County. The contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the agreement shall be considered a material breach and shall be ground for immediate termination of the agreement.

SECTION A - GENERAL CONDITIONS

49. TRUTH IN NEGOTIATIONS

The contractor certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original agreement amount and any additions thereto shall be adjusted to exclude any significant sums where the County determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the agreement.

SECTION B – SPECIAL CONDITIONS

SECTION B – SPECIAL CONDITIONS

1. INTENT

In accordance with attached specifications, it is the intent of Pinellas County to establish a contract for **Mosquito Abatement Products** to be ordered as and when required.

2. QUANTITIES

Quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous use and/or anticipated needs.

3. PRICING/PERIOD OF CONTRACT

The initial contract duration is twenty-four (24) months with submitted pricing held firm for the contract duration.

4. TERM EXTENSION(S) OF CONTRACT

The contract may be extended subject to written notice of agreement from the County and successful bidder, for two (2) additional twenty-four (24) month periods beyond the primary contract period, with unit prices adjustable (increase/decrease) at twenty-four (24) month intervals after the date of award for the life of the contract in an amount not to exceed the average of the Producer Price Index (PPI) or 5%, whichever is less; product code PCU3253232532-Pesticide and Other Agricultural Chemical Manufacture, for the twelve months prior. The extension shall be exercised only if all terms and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the vendor's request for adjustment should be submitted at the time of the extension request. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed to continue without a pricing adjustment. Any adjustment request received after the annual contract anniversary date may not be considered.

5. PURCHASES AT LOWER PRICING

If an item is found during the course of the contract, at a lower price than that awarded by the bid, then the bidder shall extend the lower pricing to the County or the County may purchase that item for the lower price from another provider. The County will provide proof that the lower price is offered by another provider. If the successful contractor(s) lowers their pricing during the term of the contract, the successful contractor(s) shall automatically furnish the lower price to the County without prompting.

6. PRE-COMMENCEMENT MEETING

Upon award of bid, the County will coordinate a pre-commencement meeting with the successful Contractor. The meeting will require Contractor and the County Representative to review specific contract details and deliverable documents at this meeting to ensure the scope of work and work areas are understood.

SECTION B – SPECIAL CONDITIONS

7. SUBMISSION OF BIDS

The preferred method is PDF conversion from your source files (to minimize file size and maximize quality and accessibility) rather than scanning.

Instructions for Providing Files in PDF Format to Pinellas County Government

- A. How do I convert my files to PDF format?

Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

- B. Should I scan everything and save as PDF?

Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as “clean” or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR.)

8. BREACH OF CONTRACT

Failure of Contractor to perform any of the services required by this contract within 10 days of receipt of written demand for performance from the County shall constitute breach of contract.

SECTION C – INSURANCE REQUIREMENTS

SECTION C – INSURANCE REQUIREMENTS

1. LIMITATIONS ON LIABILITY

By submitting a Bid, the Vendor acknowledges and agrees that the services will be provided without any limitation on the Vendor's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Vendor's liability to any specified amount in the performance of the services. The Vendor shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. The Vendor is deemed to have accepted and agreed to provide the services without any limitation on the Vendor's liability that the Vendor does not take exception to in its response. Notwithstanding any exceptions by the Vendor, the County reserves the right to declare its prohibition on any limitation on the Vendor's liability as non-negotiable, to disqualify any Bid I that includes exceptions to this prohibition on any limitation on the Vendor's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2. INDEMNIFICATION

Vendor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

3. INSURANCE:

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Vendor shall obtain and maintain and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Vendor or their agent prior to the expiration date.

SECTION C – INSURANCE REQUIREMENTS

- 1) Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
 - 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement,.
- D. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.
- All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
1. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
 2. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
 3. Provide that County will be an additional indemnified party of the subcontract;
 4. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
 5. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions
 6. Assign all warranties directly to the County; and
 7. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- E. Each insurance policy and/or certificate shall include the following terms and/or conditions:
- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
 - 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
 - 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - 4) All policies shall be written on a primary, non-contributory basis.

SECTION C – INSURANCE REQUIREMENTS

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

- 1) **Workers' Compensation Insurance:** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein

Limits	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance:** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- 3) **Business Automobile or Trucker's/Garage Liability Insurance** covering owned, hired, and non-owned vehicles. If the Vendor does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Vendor can show that this coverage exists under the Commercial General Liability policy.

Limits	
Combined Single Limit Per Accident	\$1,000,000

- 4) **Excess or Umbrella Liability Insurance** excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

- 5) **Pollution Legal/Environmental Legal Liability Insurance** for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be

SECTION C – INSURANCE REQUIREMENTS

maintained for 3 years after completion of contract or “tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

- i. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- ii. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- iii. Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	\$1,000,000
General Aggregate	\$1,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

For herbicide and pesticide spraying operations only, an endorsement to the Commercial General Liability policy that provides Pollution Liability coverage for herbicide and pesticide spraying is acceptable.

- 6) **Property Insurance** Vendor will be responsible for all damage to its own property, equipment and/or materials.

SECTION D – SPECIFICATIONS

SECTION D – CONTRACTOR REFERENCES

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: ADAPCO, LLC

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: Since 1985.

BUSINESS ADDRESS: 100 Colonial Center Parkway, Suite 170 Lake Mary, FL 32746

HOW LONG IN PRESENT LOCATION: 5 months

TELEPHONE NUMBER: (407) 328-6519 or (800) 367-0659

FAX NUMBER: (866) 330-9888

TOTAL NUMBER OF CURRENT EMPLOYEES: 34 FULL TIME 34 PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 6

All references will be contacted by a County Designee via email, fax or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

Bidders must have experience in work of the same or similar nature and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services.

EITHER LOCAL COMMERCIAL OR GOVERNMENTAL REFERENCE(S) (PINELLAS COUNTY GOVERNMENT REFERENCES WILL NOT BE ACCEPTED) THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1.	2.
COMPANY: Hillsborough Co, FL	COMPANY: Manatee County Mosquito Control District
ADDRESS: 6527 Eureka Springs Rd. Tampa, FL 33610	ADDRESS: 2317 2nd Ave W., Palmetto, FL 34221
TELEPHONE/FAX: (813) 663-3646 x41625	TELEPHONE/FAX: (941) 981-3895
CONTACT: Ron Montgomery	CONTACT: Chris Lesser
CONTACT EMAIL: montgomeryr@hillsboroughcounty.org	CONTACT EMAIL: Angie.manatee_mosquito@gmail.com
COMPANY EMAIL ADDRESS: montgomeryr@hillsboroughcounty.org	COMPANY EMAIL ADDRESS: Angie.manatee_mosquito@gmail.com
3.	4.
COMPANY: Lee County Mosquito Control District	COMPANY: Collier Mosquito Control District
ADDRESS: 15191 Homestead Rd., Lehigh Acres, FL 33971	ADDRESS: 600 North Rd., Naples, FL 34104
TELEPHONE/FAX: (239) 694-2174	TELEPHONE/FAX: (239) 436-1000
CONTACT: Angel Monges	CONTACT: Jen Stein
CONTACT EMAIL: monges@lcmcd.org	CONTACT EMAIL: accounts@cmcd.org
COMPANY EMAIL ADDRESS: monges@lcmcd.org	COMPANY EMAIL ADDRESS: accounts@cmcd.org

SECTION E – SPECIFICATIONS

SECTION E – SPECIFICATIONS

1. DESCRIPTION

Pinellas County seeks to establish an ongoing contract for the supply and delivery of mosquito abatement pesticides ordered on an “as-needed” basis and related value-added services as specified hereto and incorporated within.

The products listed within are an essential part of the County’s Mosquito Control Integrated Pest Management Program that ensures the health and safety of our citizens.

2. BIDDER REQUIREMENTS

- a. The Vendor must be an authorized distributor of the products bid and shall provide manufacturer certification with bid submittal.
- b. Vendor must sign the attached Goods and Services Agreement prior to execution. No exceptions to the agreement will be considered.

3. PRODUCT REQUIREMENTS

- a. All pesticides shall be United States Environmental Protection Agency (EPA) approved and registered in Florida for use in this state.
- b. The County requires Altosid® brand products by Wellmark International for product Items 28 - 32 and no other manufacturers’ products will be considered for this product. These products have fixed prices.
- c. Interested bidders may offer complimentary value-added services as described in Item 4 VALUE-ADDED SERVICES.
- d. Criteria for Submission of Equivalent Products
Bidders offering equivalent products to those specified (other than Altosid® brand which no equals will be considered). Bidders should refer to the list of products in **Exhibit A – Product List and in Section F – Bid Submittal and Summary**, when determining proposed use of equivalent products if the criteria are met.
 - i. Provide all information required on the **Exhibit C – Alternate Product Data Sheet**, which includes the product number, EPA registration number, manufacturer, packaging, and references. Provide pricing and container size info on the **Section F – Bid Submittal & Summary**.
 - ii. Provide manufacturer specifications, product application rates, method of application, target species/stage, product life/expiration date, current Safety Data Sheet (SDS) and product labels.
 - iii. Product References: References shall be customers who have ordered and used the product.
 - iv. Sample: Upon County request, during the period prior to award of contract, the bidder shall provide a sample of the equivalent product offered. The sample shall be furnished to Pinellas County within five (5) workdays of request, at no charge. This sample, if not completely used during evaluation, shall be returned to the bidder.

Failure to provide any of the above information may be grounds for non-consideration of the equivalent product.

The County shall make the sole determination on the acceptability of any equivalent product.

SECTION E – SPECIFICATIONS

e. VALUE-ADDED SERVICES

In addition to the fixed pricing of the products in this bid, the County requests bidders to provide complimentary value-added services. Value-added services will not be used to determine award.

Bidders shall submit in a written format and include with their bid, an outline of the services that can or cannot be provided for each of the following eleven (11) value-added services. Bidder should include any historical examples as appropriate, and clearly communicate the specific service, training, Continuing Education Units (CEU's), etc., being offered. See Exhibit B-Value-Added Services Info NOT be used to determine award (Must accompany Section F - Bid Submittal and Summary).

- i. Contract Management: Provide the number of employees that will be provided to service this contract.
- ii. Delivery Response: Provide an estimate of the normal number of calendar days for product delivery.
- iii. Product Safety Training: On-site product safety training with topics that could include product handling, use of protective equipment/clothing, calibration techniques, hands-on calibration practice, spill and clean-up; and product labeling/SDS. Continuing Education Units (CEU's) are highly desirable. There are approximately sixty (60) County staff members for whom this would be provided.
- iv. Technical Training: Technical training on product use and application. Topics could include surveillance and monitoring, larviciding and adulticiding, aerial application and equipment maintenance. CEU's for training from the Department of Agriculture is highly desirable.
- v. Field Product Evaluation: Develop a procedure that includes input from the manufacturer and Pinellas County Mosquito Control; conduct on-site review prior to a product field evaluation; review existing procedures, review and calibrate application equipment, review site, on-site witness of application, assist in efficacy monitoring and assist with written report on efficacy.
- vi. Product Samples: Provide adequate samples of product to calibrate ground and aerial equipment. Provide a description of proposed method of calibration that meets industry standards.
- vii. Technical/Professional Assistance: Provide any technical/professional assistance in developing equipment or modifying existing equipment for application of different products.
- viii. Resistance Testing: Provide assistance to test for mosquito tolerance/sensitivity to product active ingredients and determine proper application rate(s) utilized. Develop written procedure to monitor suspected resistance and perform testing to confirm tolerance.
- ix. Off-Site Storage: Off-site storage of products by vendor is desirable to address storage problems and respond to urgent needs for product. Please list the site where the product will be stored.
- x. Formulation Verification: Request that certification of the lot analysis for the product is provided upon County's request.
- xi. Complimentary Equipment: List any mosquito control related equipment that will be provided to the County at no cost. Typical equipment could include sprayers, backpacks, dippers, etc.

f. DELIVERY

- i. All shipping, transportation, fuel, freight fees, insurance and any other cost or fee incurred for each product shall be included in pricing. Vendor shall be responsible for delivery of product. The County will offload product.
- ii. Products ordered shall be delivered within ten (10) working days ARO (After Receipt of Order).

SECTION E – SPECIFICATIONS

g. BACKORDERS

- i. Any backordered products shall be made available to the County within seven (7) working days of the time of backorder (original date of receipt). If the backorder cannot be filled within the time frame of this section, then the County Representative originator is to be notified, in writing, thus permitting the County to obtain the required materials elsewhere.
- ii. Product labels and SDS shall accompany all deliveries.

h. PRODUCTS

Product requirements are identified in EXHIBIT A – Product List and Section F – Bid Submittal and Summary.

i. MANUFACTURER DISCOUNTS / BULK ORDER PRICING

Vendor shall list any additional manufacturer discounts or bulk order pricing that may be provided for other related mosquito abatement products on Section F – Bid Submittal and Summary. Will NOT be used to determine award.

j. UNSPECIFIED MONIES

This paragraph provides a funding source to address minor purchase requirements for other related mosquito abatement products as they become available, and which are not listed elsewhere in this specification at the MSRP discount offered. These purchases require negotiation with the Vendor and require prior authorization from the County Representative. There is no guarantee that the funds identified at the Bid Summary page will ever be required. unspecified includes the following, but not limited to: delivery, training, off-site storage.

k. COUNTY REPRESENTATIVE

Upon award of contract, all work will be coordinated with the following County Representative:

Lance Becker
Pinellas County Mosquito Control and Vegetation Management
4100 118th Avenue N.
Clearwater, FL 33762
Phone: (727) 464-7503

SECTION F – BID SUMMARY

SECTION F – BID SUMMARY

See Attachment Titled Section F Bid Submittal and Summary (Excel). Pricing must be submitted on Section F Bid Submittal and Summary.

DELIVERY 2-7 DAYS AFTER RECEIPT OF ORDER

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 www.flsenate.gov/Laws/Statutes/2011/607.1501.

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit dos.myflorida.com/sunbiz/ for this information on how to become registered.

ADAPCO, LLC

Company Name

SECTION F – BID SUMMARY

BID SUBMITTAL CHECKLIST

The following checklist is included to help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid response.

Items are checked if they are required with your bid submittal or if they must be on file prior to award.

Additional documentation may be requested by the County to ensure contract compliance.

√	DESCRIPTION OF SUBMITTAL	PAGE	SUBMIT WITH BID
✓	Sign the Bidder Acceptance Form	3	✓
✓	Current Certificate(s) of Insurance	21	✓
✓	Complete the Vendor References Form	25	✓
✓	Section F – Bid Submittal and Summary (Excel) *note fill in General Information section in addition to Pricing	Attachment	✓
✓	ePayables Form	31	✓
✓	W-9	32	✓
✓	Sign the Addenda Acknowledgement Form (if applicable)	33	✓
✓	Appendix 1 – E-Verify Affidavit	35	✓
✓	The Vendor must be an authorized distributor of the products bid and shall provide manufacturer certification with bid submittal.		✓
✓	Exhibit A-Product List	36	✓
✓	Exhibit B- Value Added Services Checklist	43	✓
✓	Exhibit C-Alternate Product Data Sheet	44	✓
✓	Signed sample Agreement in acknowledgment and acceptance of County terms and conditions.	Attachment	✓

ELECTRONIC PAYMENT (EPAYABLES)

ELECTRONIC PAYMENT (EPAYABLES)

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card through the ePayables system. See above.

Would your company accept to participate in the ePayables credit card program?

Yes No

For more information about ePayables credit card program please visit Purchasing Department website www.pinellascounty.org/purchase/

Company Name

ADAPCO, LLC

Signature

Andy Pierce

Printed Signature

Andy Pierce, Sr. VP of Sales

Phone Number

(407) 328-6519 or (800) 367-0659

Email

bids@myadapco.com

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

***Instructions to form W-9 available upon request**

The contractor must complete and submit to the County Form W-9 available: Through the following link:

www.irs.gov/forms-pubs/about-form-w-9

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HAS. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under the tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer.

SECTION G - ADDENDUM

SECTION G - ADDENDUM

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS SOLICITATION BY SIGNING AND DATING BELOW:

ADDENDA NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED
n/a		

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) have been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in response being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding addenda issued is available on the Pinellas ePro website, www.ebids.pinellas.gov/bsol/, listed under the bid attachments.

SECTION H – STATEMENT OF NO BID

SECTION H – STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please complete this form. **Thank you.**

We, the undersigned have declined to submit a bid for No. 22-0466-B for Mosquito Abatement Products.

- _____ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Invitation to Bid.
- _____ We do not offer this product or service.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet specifications.
- _____ Unable to meet Bond requirement.
- _____ Specifications unclear (explain below).
- _____ Unable to Meet Insurance Requirements.
- _____ Remove Us from Your "Notification List" Altogether
- _____ Other (specify below).

REMARKS:

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

COMPANY EMAIL: _____

APPENDIX 1 – E-VERIFY AFFIDAVIT

APPENDIX 1 – E-VERIFY AFFIDAVIT

I hereby certify that ADAPCO, LLC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of ADAPCO, LLC [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Signature: Andy Pierce

Print Name: Andy Pierce

Date: 05/23/2022

Federal Work Authorization User Identification No.: 494894

Name of Pinellas County Contract and Contract No.: 22-0466-B

STATE OF FLORIDA COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of 1) physical presence X or 2) online notarization , this 23rd day of May (date) by Andy Pierce, Sr. VP of Sales (name of officer or agent, title of officer or agent) of ADAPCO, LLC (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]



Notary Public: Kathryn A. Russell

Name typed, printed, or stamped: Kathryn A. Russell

My Commission Expires: 12/07/2025

**Exhibit A - PRODUCT LIST
MOSQUITO ABATEMENT
PRODUCTS Bid No. 22-0466-B**

PRODUCT 1	Annual Estimate
1,2-Dibromo-2,2-dichloroethyl dimethyl phosphate <i>Naled</i> 87.4% (Dibrom® concentrate)	30 gallons
Product No.: 0000003962	Manufacturer: AMVAC
EPA Registration: 5481-480	Packaging: 30-gallon drum
A professional strength organophosphate insecticide used to control adult mosquito populations and is solely used for widespread emergency outbreaks. Applied by aerial application.	
PRODUCT 2	Annual Estimate
<i>Bacillus thuringiensis</i> subspecies <i>israelensis</i> <i>Bti</i> (Bactimos Briquet)	1,000 Briquettes
Product No.:	Manufacturer: Summit Chemical
EPA Registration: 6218-47	Typical Packaging: Case of 100 Briquettes
A professional strength product that is a floating sustained-release mosquito larvicide for long-term control. Used in mosquito breeding areas such as standing pools of water, water collection areas, applied by conventional ground operations or aerial application.	
PRODUCT 3	Annual Estimate
Piperonyl butoxide and permethrin (Biomist® 31+66 ULV)	550 gallons
Product No.: 11108	Manufacturer: Clarke Mosquito Control Products, Inc.
EPA Registration: 8329-43	Packaging: 275-gallon reusable tote
A professional strength adulticide used to control adult mosquitoes. Applied at various outdoor settings by handheld and truck mounted foggers.	
PRODUCT 4	Annual Estimate
White Mineral Oil (10% w/w) (CocoBear™)	300 gallons
Product No.:	Manufacturer: Clarke Mosquito Control Products, Inc
EPA Registration: 8329-93	Packaging: 2.5 Gallon
A larvicidal oil used to control mosquito larvae and pupae. Applied to ditch areas, drainage areas, standing pools of water, marshes, swamps, settling ponds, typically by conventional ground application and aerial application.	
PRODUCT 5	Annual Estimate
BVA2 Mosquito Larvicide Oil	300 gallons
Product No.:	Manufacturer: BV Associates, Inc.
EPA Registration:	2.5-gallon jug
A larvicidal oil used to control mosquito larvae and pupae. Applied to ditch areas, drainage areas, standing pools of water, marshes, swamps, settling ponds, typically by conventional ground application and aerial application.	

Exhibit A - PRODUCT LIST
MOSQUITO ABATEMENT PRODUCTS
Bid No. 22-0466-B

PRODUCT 6	Annual Estimate
Piperonyl butoxide, phenothrin, prallethrin (Duet®)	165 gallons
Product No.: 11723	Manufacturer: Clarke Mosquito Control Products, Inc
EPA Registration: 1021-1795-8329	Packaging: 275-gallon reusable tote (liquid form)
A professional strength dual action adulticide used to eliminate adult mosquitoes. Applied in various outdoor settings using handheld and truck mounted foggers.	
PRODUCT 7	Annual Estimate
Spinosad (mix of spinosyn A and spinosyn D) (Natular™ G)	15,000 lbs.
Product No.:	Manufacturer: Clarke Mosquito Control Products, Inc
EPA Registration: 8329-80	Packaging: 40-pound bag
A professional strength product used to eliminate mosquito and midge larvae. Applied to ditch areas, standing pools of water, stormwater ponds, intertidal water and salt marsh areas, typically by conventional ground application and aerial application.	
PRODUCT 8	Annual Estimate
Spinosad (mix of spinosyn A and spinosyn D) (Natular™ G30) (Extended Release Granule)	15,000 lbs.
Product No.:	Manufacturer: Clarke Mosquito Control Products, Inc
EPA Registration: 8329-83	Packaging: 40-pound bag
A professional strength product used to eliminate mosquito and midge larvae. Applied to ditch areas, standing pools of water, stormwater ponds, intertidal water and salt marsh areas, typically by conventional ground application and aerial application.	
PRODUCT 9	Annual Estimate
Spinosad (mix of spinosyn A & spinosyn D) (Natular™ T30)	8,000 tablets
Product No.: 11840	Manufacturer: Clarke Mosquito Control Products, Inc
EPA Registration: 8329-85	Typical Packaging: Case of 400 tablets
A professional strength product used to eliminate mosquito larvae. Applied to ditch areas, standing pools, stormwater ponds, tidal water and salt marsh areas, typically by hand.	
PRODUCT 10	Annual Estimate
Spinosad (mix of spinosyn A & spinosyn D) (Natular™ XRT)	660 tablets
Product No.: 11850	Manufacturer: Clarke Mosquito Control Products, Inc
EPA Registration: 8329-84	Typical Packaging: Case of 220 tablets
A professional strength product used to eliminate mosquito larvae. Applied to ditch areas, standing pools, stormwater ponds, tidal water and salt marsh areas, typically by hand.	

Exhibit A - PRODUCT LIST
MOSQUITO ABATEMENT PRODUCTS
Bid No. **22-0466-B**

PRODUCT 11	Annual Estimate
<u>Spinosad (mix of spinosyn A & spinosyn D) (Natular™ DT)</u>	15,200 tablets
Product No.: 11860	Manufacturer: Clarke Mosquito Control Products, Inc
EPA Registration: 8329-602	Typical Packaging: Case 4,000 tablets (16 pouches of 250 each)
A professional strength product used to eliminate and control breeding mosquito larvae. Applied to artificial water holding areas such as unused ornamental ponds, bird baths, old tires, flowerpots, urns, water gardens, floor drains and roof gutters, typically applied by hand.	
PRODUCT 12	Annual Estimate
S-Methoprene 4.25% (MetaLarv® S-PT)	6,000 lbs.
Product No.: 05765	Manufacturer: Valent BioSciences Corporation
EPA Registration: 73049-475	Packaging: 40-pound bag (30 bags/pallet)
A professional strength growth regulator that prevents mosquito larvae growth into adults used for quick control and residual control at floodwater sites, freshwater swamps, salt and tidal marshes, stormwater ponds and residential areas. Applied by hand and aerial application.	
PRODUCT 13	Annual Estimate
Bacillus thuringiensis subsp israelensis strain AM 65-52 (VectoBac® GS)	25,000 lbs.
Product No.:	Manufacturer: Valent BioSciences Corp.
EPA Registration: 73049-10	Packaging: 40-pound bags
A professional strength product used to eliminate mosquito larvae. Applied at ditch areas, standing pools, stormwater ponds, tidal water and salt marsh areas, typically applied using conventional ground and aerial equipment.	
PRODUCT 14	Annual Estimate
Bacillus thuringiensis subspecies israelensis strain AM65-52 (VectoBac® 12AS)	10 gallons
Product No.:	Manufacturer: Valent BioSciences Corp.
EPA Registration: 275-102	Packaging: 2.5-gallon (10 liter) HDPE plastic jugs, packaged 2 per case
A professional strength product used to eliminate mosquito larvae. Applied at ditch areas, standing pools, stormwater ponds, woodlands, tidal water and salt marsh areas, typically applied using conventional ground and aerial equipment.	

Exhibit A - PRODUCT LIST
MOSQUITO ABATEMENT PRODUCTS
Bid No. **22-0466-B**

PRODUCT 15	Annual Estimate
Bacillus thuringiensis subsp israelensis strain AM 65-52 (VectoBac® WDG)	24 lbs.
Product No.: 60215	Manufacturer: Valent BioSciences Corp.
EPA Registration: 73049-56	Packaging: case of 24 single pound containers
A professional strength product used to eliminate mosquito larvae. Applied at ditch areas, standing pools, stormwater ponds, woodlands, tidal water and salt marsh areas, typically applied using conventional ground and aerial equipment.	
PRODUCT 16	Annual Estimate
Bacillus thuringiensis subspecies israelensis strain AM 65-52 (VectoBac® WDG)	500 lbs. (Twenty 25 lbs. drums)
Product No.: 60215	Manufacturer: Valent BioSciences Corp.
EPA Registration: 73049-56	Packaging: 25-pound drum
A professional strength product used to eliminate mosquito larvae. Applied at ditch areas, standing pools, stormwater ponds, woodlands, tidal water and salt marsh areas, typically applied using conventional ground equipment.	
PRODUCT 17	Annual Estimate
<u>Bacillus sphaericus Serotype H5a5b strain 2362</u> (VectoLex® FG)	45,600 lbs. (1,140 forty-lbs. bags)
Product No.: 11549	Manufacturer: Valent BioSciences Corporation
EPA Registration: 73049-20	Packaging: 40-pound bag (granular) (30 bags per pallet)
A professional strength product used to eliminate mosquito larvae. Applied at ditch areas, standing pools, stormwater ponds, typically applied using conventional ground or aerial application equipment.	
PRODUCT 18	Annual Estimate
<u>Bacillus sphaericus 2362 (strain ABTS-1743)</u> VectoLex® WDG)	500 lbs. (Twenty 25 lbs. drums)
Product No.:	Manufacturer: Valent BioSciences Corporation
EPA Registration: 73049-57	Packaging: 25-pound drum
A professional strength product used to eliminate mosquito larvae. Applied at ditch areas, standing pools, stormwater ponds, woodlands, tidal water and salt marsh areas, typically applied using conventional ground and aerial equipment.	
PRODUCT 19	Annual Estimate
<u>Bacillus sphaericus 2362, serotype H5a5b, strain ABTS 1743</u> (VectoLex® WSP)	2,400 10-gram packets
Product No.: 05722	Manufacturer: Valent BioSciences Corporation
EPA Registration: 73049-20	Typical Packaging: Case of 800 (10-gram packets) (granular water-soluble
A professional strength product used to eliminate mosquito larvae. Applied at aquatic areas, ditch areas, standing pools, storm drains, retention ponds, by hand.	

Exhibit A - PRODUCT LIST
MOSQUITO ABATEMENT PRODUCTS
Bid No. 22-0466-B

PRODUCT 20	Annual Estimate
<i>Bacillus sphaericus</i> 2362, Serotype H5a5b, strain ABTS 1743 2.7%; <i>Bacillus thuringiensis</i> Subsp. <i>israelensis</i> Serotype H-14 Strain AM65-52 4.5% (VectoMax® FG)	30,000 lbs.
Product No.: 05750	Manufacturer: Valent BioSciences Corporation
EPA Registration: 73049-429	Packaging: 40-pound bags (fine granule) (30 bags/pallet)
A professional strength product used to control mixed-brood mosquito larvae used in ditch areas, tidal water, salt marshes, ponds, Applied by hand and aerial application.	
PRODUCT 21	Annual Estimate
Etofenprox 4% (Zenivex E4 RTU)	5 gallons
Product No.:	Manufacturer: Wellmark International
EPA Registration: 2724-807	Packaging: 2.5-gallon jug x 2
A professional strength adulticide used to control adult mosquitoes. Applied at various outdoor settings by handheld and truck mounted foggers.	
PRODUCT 22	Annual Estimate
<i>Bacillus thuringiensis</i> subsp. <i>israelensis</i> , strain AM 65-52 6.07%, methoprene 10% (VectoPrime® FG)	30,000 lbs.
Product No.: 05725	Manufacturer: Valent BioSciences Corporation
EPA Registration: 73409-501	Packaging: 40-pound bags (fine granule) (30 bags/pallet)
A professional strength product used to eliminate and control mosquito larvae used in storm water retention areas and other wetland areas. Applied by ground equipment or aerial application.	
PRODUCT 23	Annual Estimate
<i>Permanone</i> 31-66	550 gallons
Product No.:	Manufacturer: Bayer Environmental Science
EPA Registration: 432-1235	Packaging: 275-gallon tote
Permanone is a pyrethroid based mosquito adulticide.	
PRODUCT 24	Annual Estimate
<i>Fyfanon</i> ULV	275 gallons
Product No.:	Manufacturer: Cheminova, Inc.
EPA Registration: 67760-34	Packaging: 275-gallon tote
Fyfanon is an organophosphate based mosquito adulticide	

Exhibit A - PRODUCT LIST
MOSQUITO ABATEMENT PRODUCTS
Bid No. 22-0466-B

PRODUCT 25	Annual Estimate
<i>MERUS® 3.0</i>	275 gallons
Product No.: 05725	Manufacturer: Clarke Mosquito Control Products, Inc.
EPA Registration: 73409-501	Packaging: 275-gallon tote
A professional strength adulticide used to control adult mosquitoes. Applied at various outdoor settings by handheld and truck mounted foggers.	
PRODUCT 26	Annual Estimate
<i>BVA13</i>	10 gallons
Product No.:	Manufacturer: BV Associates, Inc.
EPA Registration: 55206-2	Packaging: 5-gallon jug
Oil required to mix with chemical for delivery in hand foggers	
PRODUCT 27	Annual Estimate
<i>Deltamethrin 2.0%, a Type II pyrethroid. (DeltaGard®)</i>	270 gallons
Product No.: 81015694	Manufacturer: Bayer Environmental Science
EPA Registration: 432-1534	Packaging: 30-gallon returnable container
A professional strength product used to control flying and resting adult mosquitoes in residential, industrial, urban, recreational areas at utility tunnels, sewers, storm drains, catch basins, parks, woodlands, roadsides, swamps, marshes, tidal areas. Typically applied using conventional ground methods.	
PRODUCT 28	Annual Estimate
<i>Methoprene 2.1% (Altosid® XR Briquettes)</i>	660 Briquettes
Product No.:	Manufacturer: Wellmark International
EPA Registration: 2724-421	Typical Packaging: Case of 220 Briquettes
A professional strength sustained-released product to prevent adult mosquito emergency. Applied to areas such as ditches, storm drains, catch basins, pools, tires, swamps and salt marshes by conventional ground method.	
PRODUCT 29	Annual Estimate
<i>Methoprene 8.62% (Altosid® 30-Day Briquettes)</i>	4,800 Briquettes
Product No.:	Manufacturer: Wellmark International
EPA Registration: 2724-375	Typical Packaging: Case of 400 Briquettes
A professional strength sustained-release mosquito growth regulator to present adult mosquito emergency. Used in small bodies of water such as storm drains, ditches, waste treatment, pools, tires, swamps and salt marshes by conventional ground method.	

Exhibit A - PRODUCT LIST
MOSQUITO ABATEMENT PRODUCTS
Bid No. **22-0466-B**

PRODUCT 30	Annual Estimate
<i>Methoprene 1.5% (Altosid® XR-G)</i>	6,000 lbs.
Product No.:	Manufacturer: Wellmark International
EPA Registration: 2724-451	Packaging: 40-pound bags
A professional strength extended residual granular product that prevents adult mosquito emergence. Used in mosquito breeding areas such as standing pools of water, water collection areas, applied by conventional ground operations or aerial application.	
PRODUCT 31	Annual Estimate
<i>Methoprene 4.25% (Zoecon® Altosid® P35 (Altosid® P35))</i>	4,800 lbs.
Product No.:	Manufacturer: Wellmark International
EPA Registration: 89459-95, RF2258 SCR Granules	Packaging: 30 bags of 40 lbs. each (1,200 lbs. Palletized)
A professional strength extended residual granular product that prevents adult mosquito emergence. Used in mosquito breeding areas such as standing pools of water, water collection areas, applied by conventional ground operations or aerial application.	
PRODUCT 32	Annual Estimate
<i>Methoprene .2% (Altosid® SBG II)</i>	48,000 lbs.
Product No.:	Manufacturer: Wellmark International
EPA Registration: 2724-489	Packaging: 40-pound bags (30 bags/pallet)
A professional strength insect growth regulator for applications to single broods of mosquito larvae to prevent adult mosquito emergence. Used in mosquito breeding areas such as standing pools of water, water collection areas, applied by conventional ground operations or aerial application.	

Exhibit B - Value Added Services Checklist
 (NOT be used to determine award) Submit with Section F Bid Submittal & Summary (If applicable)
 MOSQUITO ABATEMENT PRODUCTS
 Bid No. 22-0466-B

VALUE-ADDED SERVICES	WILL PROVIDE (Y / N)
For all Yes responses, provide a written outline describing services per Section E, Item 4. Bidder should include any historical examples as appropriate, and clearly communicate the specific service, training, Continuing Education Units (CEU's), etc., being offered	
A. Contract Management Staffing	Y
B. Delivery Timeframe	Y
C. Product Safety Training	Y
D. Technical Training	Y
E. Field Product Evaluation	Y
F. Product Samples	Y
G. Technical / Professional Assistance	Y
H. Resistance Testing	Y
I. Off-Site Storage	Y
J. Formulation Verification	Y
K. Complimentary Equipment	Y

EXHIBIT C - ALTERNATE PRODUCT DATA SHEET
MOSQUITO ABATEMENT PRODUCTS

Bid No. 22-0466-B

(Submitted with Section F Bid Submittal and Summary if applicable)
If additional pages are needed, copies will be accepted.

Proposed ALTERNATE PRODUCT INFO	
(Corresponding PRODUCT #1-32) (SEE SECTION F - Bid Submittal and Summary Column A)	Product # PY7067-275
Product No.: EVERGREEN 5-25 GROUND	Manufacturer: MGK
EPA Registration: 1021-1199	Packaging: 275 gallon tote
References 1: Martin County FL Mosquito Control	
References 2: City of Baytown TX Mosquito Control	
Proposed ALTERNATE PRODUCT INFO	
(Corresponding PRODUCT #1-32) (SEE SECTION F - Bid Submittal and Summary Column A)	Product #
Product No.:	Manufacturer:
EPA Registration:	Packaging:
References 1:	
References 2:	
Proposed ALTERNATE PRODUCT INFO	
(Corresponding PRODUCT #1-32) (SEE SECTION F - Bid Submittal and Summary Column A)	Product #
Product No.:	Manufacturer:
EPA Registration:	Packaging:
References 1:	
References 2:	
Proposed ALTERNATE PRODUCT INFO	
(Corresponding PRODUCT #1-32) (SEE SECTION F - Bid Submittal and Summary Column A)	Product #
Product No.:	Manufacturer:
EPA Registration:	Packaging:
References 1:	
References 2:	
Proposed ALTERNATE PRODUCT INFO	
(Corresponding PRODUCT #1-32) (SEE SECTION F - Bid Submittal and Summary Column A)	Product #
Product No.:	Manufacturer:
EPA Registration:	Packaging:
References 1:	
References 2:	



September 9, 2021

Ms. Kathy Russell
Adapco, LLC.
550 Aero Lane
Sanford, FL 32771

Subject: AMVAC Public Health Products Distribution

This letter is to certify that AMVAC CHEMICAL CORPORATION is the sole manufacturer of DIBROM Concentrate® and TRUMPET® EC insecticides (“AMVAC Products”). ADAPCO is one of the distributors of the AMVAC Products for public health use. The following outlines the terms for distribution of AMVAC Products by ADAPCO in the year ending December 31, 2022.

- 1. ADAPCO is the exclusive distributor of AMVAC Products delivered to the U.S. Military in all 50 United States.
- 2. ADAPCO is the exclusive distributor for the AMVAC Products to non-military customers in the following states and territories:

Alabama	Florida	Nevada	Rhode Island
Arizona	Georgia	New Hampshire	South Carolina
Arkansas	Louisiana	New Jersey	Tennessee
California	Maine	New Mexico	Texas
Cayman Islands	Maryland	New York	US Virgin Islands
Connecticut	Massachusetts	North Carolina	Vermont
Delaware	Mississippi	Pennsylvania	Virginia
District of Columbia	Missouri	Puerto Rico	West Virginia

- 3. ADAPCO is a non-exclusive distributor of the AMVAC Products to non-military customers in the following states:

Alaska	Iowa	Montana	Oregon
Colorado	Kansas	Nebraska	South Dakota
Hawaii	Kentucky	North Dakota	Washington
Illinois	Michigan	Ohio	Wisconsin
Indiana	Minnesota	Oklahoma	

We appreciate your efforts in the 2021 season and look forward to working with you in the coming year.

Sincerely,

Shayne Wetherall
Shayne Wetherall (Sep 9, 2021 12:14 EDT)

Shayne M. Wetherall
CEO, AMVAC Environmental Products



P.O. Box 930301
Wixom, MI 48393-0301
www.bva oils.com

Authorized Distributor

ADAPCO LLC

ADAPCO, LLC. Located at 550 Aero Lane, Sanford, Florida 32771 is an authorized distributor of BVA Mosquito Control products for the United States for the calendar year 2021.

David J. Vincent
President
January 01, 2021



ULV (5-25) Ground

Specimen Label

FOR USE ONLY BY FEDERAL, STATE, TRIBAL OR LOCAL GOVERNMENT OFFICIALS RESPONSIBLE FOR PUBLIC HEALTH OR VECTOR CONTROL OR BY PERSONS CERTIFIED IN THE APPROPRIATE CATEGORY OR OTHERWISE AUTHORIZED BY THE STATE OR TRIBAL LEAD PESTICIDE REGULATORY AGENCY TO PERFORM ADULT MOSQUITO CONTROL APPLICATIONS, OR BY PERSONS UNDER THEIR DIRECT SUPERVISION.

ACTIVE INGREDIENTS:

Pyrethrins	5.00%
*Piperonyl butoxide, Technical	25.00%
**OTHER INGREDIENTS	70.00%
	100.00%

* Equivalent to 20.00% (butylcarbityl) (6-propylpiperonyl) ether and 5.00% related compounds

** Contains petroleum distillate

This product contains 0.365 lb./Gal. (43.7 g/L) Pyrethrins and 1.824 lb./Gal. (218 gm/L) Piperonyl Butoxide

KEEP OUT OF REACH OF CHILDREN CAUTION

FIRST AID	
IF ON SKIN OR CLOTHING:	<ul style="list-style-type: none"> • Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15-20 minutes. • Call a poison control center or doctor for treatment advice.
IF SWALLOWED:	<ul style="list-style-type: none"> • Immediately call a poison control center or doctor. • Do not induce vomiting unless told to do so by a poison control center or a doctor. • Do not give any liquid to the person. • Do not give anything by mouth to an unconscious person.
IF IN EYES:	<ul style="list-style-type: none"> • Hold eye open and rinse slowly and gently with water for 15-20 minutes. • Remove contact lenses, if present, after the first 5 minutes. Then continue rinsing eyes. • Call a poison control center or doctor for treatment advice.
IF INHALED:	<ul style="list-style-type: none"> • Move person to fresh air. • If person is not breathing, call 911 or an ambulance. Then give artificial respiration, preferably mouth-to-mouth if possible. • Call a poison control center or doctor for further treatment advice.

NOTE TO PHYSICIAN: Contains petroleum distillate – vomiting may cause aspiration pneumonia. Have the product container or label with you when calling a poison control center or doctor, or going for treatment. For information regarding medical emergencies or pesticide incidents, call 1-888-740-8712.

PRECAUTIONARY STATEMENTS
HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION

Causes skin irritation. Do not get on skin or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet. Remove and wash contaminated clothing before reuse.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

Mixers, loaders, applicators, and other handlers must wear the following:

- Long-sleeved shirt,
- Long pants,
- Chemical-resistant gloves such as barrier laminate, nitrile rubber, neoprene rubber or Viton.
- Shoes and socks.

In addition to the above PPE, applicators using high pressure hand wand in an enclosed area must wear at least a NIOSH-approved respirator with:

- A NIOSH approved particulate respirator, with any R or P filter with NIOSH approval number prefix TC-84A.;
- or a NIOSH-approved powered air purifying respirator with an HE filter with NIOSH approval number prefix TC-21C.

In addition to the above PPE, applicators using handheld foggers in an enclosed area must wear a half-face, full-face, or hood-style NIOSH-approved respirator with:

- A NIOSH approved particulate respirator, with any R or P filter with NIOSH approval number prefix TC-84A.;
- or a NIOSH-approved powered air purifying respirator with an HE filter with NIOSH approval number prefix TC-21C.

See engineering controls for additional requirements.

USER SAFETY REQUIREMENTS

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry.

Discard clothing and other absorbent material that have been drenched or heavily contaminated with the product's concentrate. Do not reuse them.

USER SAFETY RECOMMENDATIONS

User should wash hands before eating, drinking, chewing gum, using tobacco or using the toilet. User should remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.

User should remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

ENGINEERING CONTROLS

Pilots must use an enclosed cockpit that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240 (d)(6)].

Human flagging is prohibited. Flagging to support aerial application is limited to use of the Global Positioning System (GPS) or mechanical flagger.

ENVIRONMENTAL HAZARDS

This product is toxic to aquatic organisms, including fish and aquatic invertebrates. Runoff from treated areas or deposition of spray droplets into a body of water may be hazardous to fish and aquatic invertebrates. Before making the first application in a season, it is advisable to consult with the state or tribal agency with primary responsibility for pesticide regulation to determine if other regulatory requirements exist. Do not apply over bodies of water (lakes, rivers, permanent streams, natural ponds, commercial fish ponds, swamps, marshes or estuaries), except when necessary to target areas where adult mosquitoes are present, and weather conditions will facilitate movement of applied material away from the water in order to minimize incidental deposition into the water body. Do not contaminate bodies of water when disposing of equipment rinsate or washwaters.

BEE WARNING: This product is highly toxic to bees and other pollinating insects exposed to direct treatment on blooming crops or weeds. Do not apply this product or allow it to drift to blooming crops or weeds if bees or other pollinating insects are foraging the treatment area, except when applications are made to prevent or control a threat to public and /or animal health determined by a state, tribal, or local health or vector control agency on the basis of documented evidence of disease causing agents in vector mosquitoes or the occurrence of mosquito-borne disease in animal or human populations, or if specifically approved by the state or tribe during a natural disaster recovery effort.

PHYSICAL OR CHEMICAL HAZARDS

Combustible. Do not use or store near heat or open flame.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

RESTRICTION OF USE:

- For use only by federal, state, tribal, or local government officials responsible for public health or vector control, or by persons certified in the appropriate category or otherwise authorized by the state or tribal lead pesticide regulatory agency to perform adult mosquito control applications, or by persons under their direct supervision.
- The maximum application rate for wide area mosquito adulticide applications is 0.0025 lbs. pyrethrin/acre per day or 0.025 lbs. piperonyl butoxide /acre per day, whichever limit is hit first except when targeting *Aedes Taeniorhynchus* and other difficult species, applications may be made up to 0.008 lbs. Pyrethrins/acre/day, or 0.08 lbs. piperonyl butoxide /acre/day, whichever limit is hit first. Do not apply more than 0.2 lbs. pyrethrin/acre/year, or 2.0 lbs. piperonyl butoxide/acre/year, whichever is lower, in any treated area. More frequent treatments may be made to prevent or control a threat to public and/or animal health determined by a state, tribal, or local health or vector control agency on the basis of documented evidence of disease causing agents in vector mosquitoes or the occurrence of mosquito-borne disease in animal or human populations, or if specifically approved by the state or tribe during a natural disaster recovery effort.
- Not for use in outdoor residential misting systems.
- Not for use in metered release systems.
- Not for aerial application in Florida unless specifically authorized by the Bureau of Entomology, Florida Department of Agriculture and Consumer Services.

WIND SPEED:

Apply only when wind speed is greater than or equal to 1 mph. Ground-based applications for wide-area mosquito abatement application: Spray equipment must be adjusted so that the volume median diameter is less than 30 microns (Dv 0.5 < 30 µm) and that 90% of the spray is contained in droplets smaller than 50 microns (Dv 0.9 < 50 µm). Directions from the equipment manufacturer or vendor, pesticide registrant or a test facility using a laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rate(s) are properly calibrated.

Aerial applications for wide-area mosquito abatement application: Spray equipment must be adjusted so that the volume median diameter produced is less than 60 microns (Dv 0.5 < 60 µm) and that 90% of the spray is contained in droplets smaller than 80 microns (Dv 0.9 < 80 µm). The effects of flight speed, and for non-rotary nozzles, nozzle angle on the droplet size spectrum must be considered. Directions from the equipment manufacturer or vendor, pesticide registrant or a test facility using a wind tunnel and laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rate(s) are properly calibrated.

RELEASE HEIGHT for AERIAL:

Fixed wing:

Apply using a nozzle height of no less than 100 feet above the ground or canopy.

Rotary wing:

Apply using a nozzle height of no less than 75 feet above the ground or canopy.

Before making the first application in a season, it is advisable to consult with the state or tribal agency with primary responsibility for pesticide regulation to determine if other regulatory requirements exist.

Avoid contamination of food or feedstuffs.

This concentrate is formulated to be diluted with a suitable oil diluent, such as but not restricted to light mineral oil, deodorized kerosene or petroleum distillate, for use in cold fog aerosol generators.

This concentrate may be diluted or used as supplied for mosquito control programs involving residential, industrial, recreational and agricultural areas where adult mosquitoes are present in annoying numbers in vegetation surrounding swamps, marshes, overgrown waste areas, roadsides and pastures.

Use in agricultural areas should be in such a manner as to avoid residues in excess of established tolerances for pyrethrins and piperonyl butoxide on crops or commodities.

Best results are expected from application when the meteorological conditions favor an inversion of air temperatures in the area treated, and when the wind is not excessive. Repeated applications may be made as necessary to obtain the desired reduction in adult mosquitoes.

Backpack application may require a greater rate of dilution than the dilution used for vehicle or aircraft mounted sprayers in order to achieve the desired rate of application of active ingredients per acre.

**EQUIPMENT CALIBRATION PARAMETERS
SPRAY PARTICLE SIZE AND DROPLET SPECTRA**

Directions from the equipment manufacture or vendor, pesticide registrant or a test facility using a laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rate(s) are properly calibrated.

If necessary, contact the distributor or manufacture of this product for undiluted spread factors or the manufacturer of diluting oils for a spread factor to use to determine droplet size with this product if applied undiluted or diluted.

Ground Equipment:

Specifically: Cold Aerosol ULV, Non-Thermal Spray, Mechanical Cold Aerosol, Turbine Spray, and Thermal Aerosol Fogging Equipment

Spray equipment must be adjusted so that the volume median diameter (VMD) is less than 30 microns (Dv 0.5 < 30um) and that 90% of the spray is contained in droplets smaller than 50 microns (Dv 0.9 <50 um).

Application Rates Lbs. Pyrethrin /Acre	Application Rate/Fluid Ounces To Use per Minute			Fluid Ounces of Evergreen ULV (5-25) Ground per Acre
	5 mph	10 mph	15 mph	
Light Infestation 0.0018	1.8	3.4	5.1	0.63
Normal Infestation 0.0020	2.0	4.0	6.0	0.70
High Infestation 0.0025	2.4	4.7	7.1	0.88
When targeting <i>Aedes Taeniorhynchus</i> and other difficult species 0.008	8	16	24	2.80

Aerial Equipment:

Spray equipment must be adjusted so that the volume median diameter produced is less than 60 microns (Dv 0.5 < 60um) and that 90% of the spray is contained in droplets smaller than 80 microns (Dv 0.9 < 80).

The effects of flight speed and, for non-rotary nozzles, nozzle angle on the droplet size spectrum must be considered.

Fixed Wing: Apply using a nozzle height of no less than 100 feet above the ground or canopy. Rotary wing: Apply using a nozzle height of no less than 75 feet above the ground or canopy. Apply only when wind speed is greater than or equal to 1 mph.

PROHIBITION ON AERIAL USE: Not for aerial application in Florida unless specifically authorized by the Bureau of Entomology, Florida Department of Agriculture and Consumer Services.

Do not apply more than 0.2 lbs. of pyrethrin per acre/year (226.75 g/Ha/year) and 2.0 lbs. of piperonyl butoxide per acre/year (2,267.5 g/Ha/year), whichever is lower, in any treated area. More frequent treatments may be made to prevent or control a threat to public and /or animal health determined by a state, tribal, or local health or vector control agency on the basis of documented evidence of disease-causing agents in vector mosquitoes or the occurrence of mosquito-borne disease in animal or human populations, or if specifically approved by the state of tribe during a natural disaster recovery effort. Do not exceed 25 applications at 0.008 pounds of pyrethrins per acre in any given year (365 days).

Apply Evergreen ULV (5-25) Ground diluted or undiluted at rates between 0.0018 pounds pyrethrins and no more than 0.008 pounds pyrethrins per acre in any given 24 hour period unless otherwise noted.

STORAGE AND DISPOSAL

Do not contaminate water, food, or feed by storage or disposal.

PESTICIDE STORAGE: Store in a cool, dry place. Keep container closed. Post as a pesticide storage area. Always store pesticides in the original container. Store away from food, pet food, feed, seed, fertilizers, and veterinary supplies. Place liquid formulations on lower shelves and dry formulations above.

PESTICIDE DISPOSAL: To avoid wastes, use all material in this container by application according to label directions. If wastes cannot be avoided, offer remaining product to a waste disposal facility or pesticide disposal program (often such programs are run by state or local governments or by industry).

CONTAINER HANDLING [For containers of 5 gallons or less]: Non-refillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container ¼ full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Then offer for recycling if available, or puncture and dispose of in a sanitary landfill or by incineration. Do not burn unless allowed by state and local ordinances.

CONTAINER HANDLING [For containers greater than 5 gallons]: Non-refillable container. Do not reuse or refill this container. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container ¼ full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times. Then offer for recycling if available, or puncture and dispose of in a sanitary landfill or by incineration. Do not burn unless allowed by state and local ordinances.

[Or for Refillable containers]

Refillable container. Refill this container with pesticide only. Do not reuse this container for any other purpose. Cleaning before refilling is the responsibility of the refiller. To clean the container before final disposal, empty the remaining contents from this container into application equipment or mix tank. Fill the container about 10 percent full with water. Agitate vigorously or recirculate water with the pump for 2 minutes. Pour or pump rinsate into rinsate collection system. Repeat this rinsing procedure two more times. Offer for recycling if available or reconditioning if appropriate, or puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities.

[Or for Refillable totes/55 gal containers]

Pressure rinse as follows: Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of the container, and rinse at about 40 psi for at least 30 seconds. Drain for 10 seconds after the flow begins to drip. Offer for recycling if available or reconditioning if appropriate, or puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities.



EverGreen® is a registered trademark of McLaughlin Gormley King Company.

EPA Reg. No. 1021-1199

Manufactured for MGK®.

EPA Est. No. 1021-MN-2

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Rev. 1017-0218

8810 Tenth Avenue North, Minneapolis, MN 55427



SAFETY DATA SHEET

Issue Date: 05-Oct-2017

Revision Date: 05-Oct-2017

Version: 1

1. PRODUCT AND COMPANY IDENTIFICATION

Product identifier

Product Name: EverGreen ULV (5-25) Ground

EPA Registration Number: 1021-1199

Other means of identification

Part Code: 7067

Recommended use of the chemical and restrictions on use:

Recommended Use: An Insecticide for use by Commercial or Governmental Mosquito Control Personnel.

Details of the supplier of the safety data sheet

Manufacturer Address: McLaughlin Gormley King Company
8810 10th Avenue North
Minneapolis, MN 55427
Telephone Number: (800) 645-6466, or (763) 544-0341
e-Mail Address: mgk-sds@mgk.com

FAX #: (763) 544-6437

Emergency telephone numbers:

24 Hour TRANSPORTATION Emergency: CHEMTREC®: (800) 424-9300
International: (703) 527-3887

24 Hour MEDICAL Emergency: SafetyCall®: (888) 740-8712, or (952) 852-9509

Comments: MGK® Hours of operation are 8:00 a.m. to 4:30 p.m. CST, 14:00 to 22:30 GMT. For MEDICAL EMERGENCIES or PESTICIDE INCIDENTS, call 24 hours a day to (888) 740-8712, or (952) 852-9509.

2. HAZARDS IDENTIFICATION

Environment: OSHA has not adopted the environmental - portion of the GHS regulations, however, this SDS may include information on environmental effects.

Classification:

OSHA Regulatory Status:

This chemical is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200).

Skin corrosion/irritation	Category 2
Aspiration toxicity	Category 1
Combustible liquid	Category 4

Label elements

Emergency Overview

DANGER**Hazard statements**

- H304 - May be fatal if swallowed and enters airways
- H315 - Causes skin irritation
- H400 - Very toxic to aquatic life
- H410 - Very toxic to aquatic life with long lasting effects
- H227 - Combustible liquid

**Appearance:** Clear , Golden - amber**Physical state:** Liquid**Odor** Sweet , Solvent**Precautionary Statements - Prevention:**

- P210 - Keep away from heat/sparks/open flames/hot surfaces. - No smoking
 P264 - Wash face, hands and any exposed skin thoroughly after handling
 P280 - Wear protective gloves

Precautionary Statements - Response:

- P321 - Specific treatment (see Section 4/ First Aid).
 P302 + P352 - IF ON SKIN: Wash with plenty of soap and water
 P332 + P313 - If skin irritation occurs: Get medical advice/attention
 P362 - Take off contaminated clothing and wash before reuse
 P301 + P310 - IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician
 P331 - Do NOT induce vomiting
 P370 + P378 - In case of fire: Use CO₂, dry chemical, or foam for extinction

Precautionary Statements - Storage:

- P405 - Store locked up
 P403 + P235 - Store in a well-ventilated place. Keep cool

Precautionary Statements - Disposal:

- P501 - Dispose of contents/container to an approved waste disposal plant

Hazards not otherwise classified (HNOC):

Not applicable

3. COMPOSITION/ INFORMATION ON INGREDIENTS

Chemical Name	CAS No	Weight-%
Pyrethrins	8003-34-7	5.00
Piperonyl Butoxide (PBO)	51-03-6	25
Petroleum distillates, hydrotreated light	64742-47-8	10<--->20 *
White mineral oil, petroleum	8042-47-5	25<--->50 *

*The exact percentage (concentration) of composition has been withheld as a trade secret.

Comments: Ingredients not identified are proprietary or non-hazardous. Values are not product specifications.

4. FIRST AID MEASURES

Aspiration pneumonia hazard: • May be fatal if swallowed and enters airways.

Description of first aid measures:

Eye contact:	Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.
Skin Contact:	Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.
Ingestion:	If swallowed, IMMEDIATELY call a poison control center or doctor for treatment advice. DO NOT give any liquid to the person. Do not induce vomiting unless told to do so by a poison control center or a doctor. Never give anything by mouth to an unconscious person.
Inhalation:	Remove affected person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a poison control center or doctor for further treatment advice.
Self-protection of the First Responder:	Use personal protective equipment as required.
Note to physicians:	Contains petroleum distillates – vomiting may cause aspiration pneumonia. For skin effects, a highly efficient therapeutic agent for Pyrethrin/ Pyrethroid exposure is topical application of tocopherol acetate (Vitamin E).

5. FIRE-FIGHTING MEASURES

Suitable extinguishing media

Use. Dry chemical. Carbon dioxide (CO₂). Water spray (fog). Alcohol resistant foam.

Unsuitable extinguishing media:

Caution: Use of water spray when fighting fire may be inefficient.

Hazardous combustion products: Carbon monoxide, Carbon dioxide (CO₂).

Specific hazards arising from the chemical

Keep product and empty container away from heat and sources of ignition. Risk of ignition.

Explosion data

Sensitivity to Mechanical Impact: None.

Sensitivity to Static Discharge: None.

Protective equipment and precautions for firefighters:

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

<u>NFPA</u>	Health hazards 2	Flammability 2	Instability 0	Physical and Chemical Properties
<u>HMIS</u>	Health hazards 2*	Flammability 2	Physical hazards 0	- Personal protection X
<i>Chronic Hazard Star Legend</i> * = Chronic Health Hazard				

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Personal precautions: Use personal protective equipment as required. Remove all sources of ignition. Evacuate personnel to safe areas. Keep people away from and upwind of spill/leak. Pay attention to flashback. Take precautionary measures against static discharges.

Environmental precautions: Prevent entry into waterways, sewers, basements or confined areas. Do not flush into surface water or sanitary sewer system. Prevent further leakage or spillage if safe to do so. Prevent product from entering drains. See Section 12 for additional ecological information.

Methods and material for containment and cleaning up

Methods for containment: Prevent further leakage or spillage if safe to do so.

Methods for cleaning up: Pick up and transfer to properly labeled containers. Cover liquid spill with sand, earth or other non-combustible absorbent material. Cover powder spill with plastic sheet or tarp to minimize spreading. Soak up with inert absorbent material. Dam up. Take precautionary measures against static discharges.

7. HANDLING AND STORAGE

Precautions for safe handling

Advice on safe handling: Use personal protective equipment as required. Avoid contact with skin, eyes or clothing. Wash contaminated clothing before reuse. Do not breathe dust/fume/gas/mist/vapors/spray. P270 - Do not eat, drink or smoke when using this product. Use with local exhaust ventilation. All equipment used when handling the product must be grounded. Keep away from heat/sparks/open flames/hot surfaces. - No smoking. Take necessary action to avoid static electricity discharge (which might cause ignition of organic vapors). For more information, see product label.

Conditions for safe storage, including any incompatibilities

Storage Conditions: Keep container tightly closed in a dry and well-ventilated place. Keep out of the reach of children. Keep away from heat, sparks, flame and other sources of ignition (i.e., pilot lights, electric motors and static electricity). Keep containers tightly closed in a cool, well-ventilated place. Keep away from heat. Keep in properly labeled containers. For more information, see product label.

8. EXPOSURE CONTROLS/ PERSONAL PROTECTION

Control parameters

Exposure Guidelines: This product, as supplied, does not contain any hazardous materials with occupational exposure limits established by the region specific regulatory bodies.

Chemical Name	ACGIH TLV	OSHA PEL	NIOSH IDLH	Supplier OEL
Pyrethrins 8003-34-7	TWA: 5 mg/m ³	TWA: 5 mg/m ³ (vacated) TWA: 5 mg/m ³	IDLH: 5000 mg/m ³ TWA: 5 mg/m ³	-
Petroleum distillates, hydrotreated light 64742-47-8	-	-	-	TWA: 100 ppm TWA: 525 mg/m ³

NIOSH IDLH *Immediately Dangerous to Life or Health*

Other Information: Vacated limits revoked by the Court of Appeals decision in AFL-CIO v. OSHA, 965 F.2d 962 (11th Cir., 1992).

Appropriate engineering controls

Engineering Controls: Safety showers
Eyewash stations
Ventilation systems

Individual protection measures, such as personal protective equipment

Eye/face protection: Protective eyewear is recommended, but is not required.

Skin and body protection: Wear protective gloves and protective clothing.

Respiratory protection: If exposure limits are exceeded or irritation is experienced, NIOSH/MSHA approved respiratory protection should be worn. Positive-pressure supplied air respirators may be required for high airborne contaminant concentrations. Respiratory protection must be provided in accordance with current local regulations.

General Hygiene Considerations: When using do not eat, drink or smoke. Wash contaminated clothing before reuse. Regular cleaning of equipment, work area and clothing is recommended.

9. PHYSICAL AND CHEMICAL PROPERTIES
--

Information on basic physical and chemical properties:

Physical state: Liquid
Appearance: Clear , Golden - amber
Odor Sweet , Solvent
Odor threshold: No information available
Color (Gardner Scale): 10

Property: Values:
pH: ---
Melting point / freezing point: No information available
Boiling point / boiling range: No information available
Flash point: 87.2 °C / 189.0 °F

Comment: • Method
 Not applicable; immiscible in water. .

Tag Closed Cup;

Evaporation rate: No information available
Flammability (solid, gas): No information available
Upper flammability limit (UEL): No information available
Lower flammability limit (LEL): No information available
Vapor pressure: No information available
Vapor density: No information available
Specific Gravity: 0.887
Water solubility: No information available

@ 20.0 °C

Partition coefficient; n-Octanol/ Water:	No information available	
Autoignition temperature:	No information available	
Decomposition temperature:	No information available	
Kinematic viscosity:	No information available	
Dynamic viscosity:	15 cPs.	@ 25.0 °C. .
Refractive Index:	1.4676	@ 25°C (77°F)

Other Information:

VOC Content (%): 9.66

Miscibility/ Solubility:

Water:	Immiscible
Alcohol	Miscible
Aromatic solvents:	Miscible
Petroleum distillates:	Miscible

10. STABILITY AND REACTIVITY**Reactivity**

No data available

Chemical stability

Stable under recommended storage conditions.

Possibility of Hazardous Reactions

None under normal processing.

Hazardous polymerization: Hazardous polymerization does not occur.

Conditions to avoid

Heat, flames and sparks.

Incompatible materials:

Incompatible with strong acids and bases. Incompatible with oxidizing agents.

Hazardous Decomposition Products

Carbon monoxide, Carbon dioxide (CO₂).

11. TOXICOLOGICAL INFORMATION**Numerical measures of toxicity - Product Information**

Oral LD₅₀	>16,000 mg/kg (rat)
Dermal LD₅₀	>20,000 mg/kg (rabbit)
Inhalation LC₅₀	>20.31 mg/L, (rat; 4 hours)
Eye contact:	Irritation clearing in 24 hours. (rabbit).
Skin Contact:	Moderate irritation at 72 hours. (rabbit).
Skin Irritation Index:	4.84

Sensitization: Negative. (guinea pig).

Comment: Toxicology data was bridged from a similar formula.

Piperonyl Butoxide: Marginally higher incidences of benign liver tumors in mice were observed

Carcinogenicity/ Oncogenicity: following lifetime high dose exposures to PBO. The significance of these observations is questionable and under review. The doses at which tumors were observed for PBO greatly exceeded potential human exposure from labeled uses. Doses at which these effects were observed greatly exceeded anticipated human dietary intake. At anticipated dietary exposure levels, it is highly unlikely that this product will result in carcinogenic effects.

Carcinogenicity This product does not contain any carcinogens or potential carcinogens as listed by OSHA, IARC or NTP.

Reproductive toxicity: No information available.

Developmental Toxicity No information available.

Teratogenicity: No information available.

STOT - single exposure: No information available.

STOT - repeated exposure: No information available.

Target Organ Effects: Central nervous system, Respiratory system, Skin.

12. ECOLOGICAL INFORMATION

Ecotoxicity:

Persistence and degradability

No information available.

Bioaccumulation

No information available.

Chemical Name	Partition coefficient; n-Octanol/ Water:
White mineral oil, petroleum 8042-47-5	6

Other adverse effects: No information available

Environmental hazards (EPA):

Do not discharge effluent containing this product into lakes, streams, ponds, estuaries, oceans or other waters unless in accordance with the requirements of a National Pollutant Discharge Elimination System (NPDES) permit and the permitting authority has been notified in writing prior to discharge. Do not discharge effluent containing this product to sewer systems without previously notifying the local sewage treatment plant authority. For guidance contact your State Water Board or Regional Office of the EPA.

13. DISPOSAL CONSIDERATIONS

Waste treatment methods

Disposal of wastes: Disposal should be in accordance with applicable regional, national and local laws and regulations. For more information, see product label.

Contaminated packaging: For more information, see product label.

14. TRANSPORT INFORMATION

DOT (Department of Transportation)

UN/ID Number: UN3082

Proper Shipping Name: Environmentally hazardous substance, liquid, n.o.s., RQ (Pyrethrins)

Hazard Class: 9

Packing Group: III
Reportable Quantity (RQ): Pyrethrins (1 Lb.)

Other Shipping Information: This material is **not** regulated as a hazardous material by the DOT in quantities less than 20 Lbs.

Shipping name for quantities less than 20 Lbs.:

Insecticides, Insect or Animal Repellent, Liquid
 Class: This material is not hazardous.

Air (IATA/ ICAO)

UN/ID Number: UN3082
Proper Shipping Name: Environmentally hazardous substance, liquid, n.o.s., RQ (Pyrethrins)
Hazard Class: 9
Packing Group: III

Vessel (IMO/ IMDG)

UN/ID Number: UN3082
Proper Shipping Name: Environmentally hazardous substance, liquid, n.o.s., RQ (Pyrethrins)
Hazard Class: 9
Packing Group: III

15. REGULATORY INFORMATION

US Federal Regulations

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

Chemical Name	SARA 313 - Threshold Values %
Piperonyl Butoxide (PBO) - 51-03-6	1.0

SARA 311/312 Hazard

Categories

Acute health hazard	Yes
Chronic Health Hazard	No
Fire hazard	Yes
Sudden release of pressure hazard	No
Reactive Hazard	No

CWA (Clean Water Act)

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42)

Chemical Name	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
Pyrethrins 8003-34-7	1 lb	-	-	-

CERCLA

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund

Amendments and Reauthorization Act (SARA) (40 CFR 355). There may be specific reporting requirements at the local, regional, or state level pertaining to releases of this material

Chemical Name	Hazardous Substances RQs	CERCLA/SARA RQ	Reportable Quantity (RQ):
Pyrethrins 8003-34-7	1 lb	-	RQ 1 lb final RQ RQ 0.454 kg final RQ

US State Regulations:

California Proposition 65:

This product does not contain any Proposition 65 chemicals

U.S. EPA Label Information:

EPA Registration Number: 1021-1199

Difference between SDS and EPA (FIFRA) Pesticide label:

This chemical is a pesticide product registered by the United States Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for Safety Data Sheets (SDS), and for workplace labels of non-pesticide chemicals. The pesticide label also includes other important information, including directions for use. The hazard information required on the pesticide label is reproduced below:

Signal word: **CAUTION**

Precautionary Statements:

- Causes skin irritation.

International:

TSCA	Complies
DSL/NDSL	Complies
EINECS/ELINCS	Complies
ENCS	Does not comply
IECSC	Complies
KECL	Does not comply
PICCS	Complies
AICS	Complies

Legend:

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory

DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List

EINECS/ELINCS - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances

ENCS - Japan Existing and New Chemical Substances

IECSC - China Inventory of Existing Chemical Substances

KECL - Korean Existing and Evaluated Chemical Substances

PICCS - Philippines Inventory of Chemicals and Chemical Substances

AICS - Australian Inventory of Chemical Substances

16. OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION.

Issue Date:
05-Oct-2017

Revision Date:
05-Oct-2017

Revision Note:
- New SDS.

SDS Prepared By:

e-Mail Address:

Troy Azzivitto, MGK® Chemistry Department.

mgk-sds@mgk.com

Disclaimer:

The information provided in this Safety Data Sheet (SDS) is provided in good faith and believed to be accurate at the time of preparation of the SDS. However, to the extent consistent with applicable law, MGK® and its subsidiaries or affiliates extend no warranties, make no representations, and assume no responsibility as to the accuracy, suitability, or completeness of such information. Additionally, to the extent consistent with applicable law, neither MGK® nor any of its subsidiaries or affiliates represents or guarantees that this information or product may be used without infringing the intellectual property rights of others. Except to the extent a particular use and particular information are expressly stated on the product label, it is the users' own responsibility to determine the suitability of this information for their own particular use of this product. If necessary, contact MGK® to confirm that you have the most current product label and SDS.

This Safety Data Sheet (SDS) serves different purposes than and DOES NOT REPLACE OR MODIFY THE EPA-APPROVED PRODUCT LABEL (attached to and accompanying the product container). This SDS provides important health, safety, and environmental information for employers, employees, emergency responders and others handling large quantities of the product in activities generally other than product use as required by the Occupational Health and Safety Act (29 CFR 1910.1200, "Hazcom"). The product label provides information specifically for product use in the ordinary course. Use, storage and disposal of pesticide products is regulated by the EPA under the authority of FIFRA through the product label. All necessary hazard classification and appropriate precautionary use, storage, and disposal information is set forth on that label or labeling accompanying the pesticide or to which reference is made on the label. It is a violation of federal law to use an EPA-registered pesticide product in any manner inconsistent with its labeling.

End of Safety Data Sheet.



Date: January 1, 2022

To whom it may concern:

This letter affirms that FMC Corporation is the sole manufacturer of the trademarked products Fyfanon® ULV Mosquito Insecticide and Fyfanon® EW Insecticide for the calendar year 2022. Fyfanon products are sold by FMC Authorized distributors only. ADAPCO, an Azelis company, Van Diest Supply Company and Vesperis are Authorized distributors for the respective products in the defined territories below:

Distributor	Product & Package Size	Sales Territory
ADAPCO	Fyfanon® ULV Mosquito Insecticide (2.5-gal)	United States and its territories
	Fyfanon® ULV Mosquito Insecticide (55-gal drums and 260-gal totes)	AK, AL, AR, AZ, CT, DC, DE, FL, GA, HI, ID, IL, IN, KY, LA, MA, MD, ME, MI, MN, MS, NC, NH, NJ, NM, NV, NY, OH, OK, OR, PA, RI, SC, TN, TX, UT, VA, VT, WA, WI, & WV
	Fyfanon® EW Insecticide (2.5 -gal, 30-gal)	United States and its territories
Van Diest Supply Company	Fyfanon® ULV Mosquito Insecticide (2.5-gal)	United States and its territories
	Fyfanon® ULV Mosquito Insecticide (55-gal drums and 260-gal totes)	CO, IA, KS, MO, MT, NE, SD, ND, & WY
Vesperis	Fyfanon® ULV Mosquito Insecticide (2.5-gal, Bulk delivery)	United States and its territories
	Fyfanon® ULV Mosquito Insecticide (55-gal drums and 260-gal totes)	FL

Please note that due to the sustained impact of the global pandemic, many of our input costs, including technical, raw materials, packaging and logistical costs have increased. As stated in a previous letter, market letter price was increased by 5.0% on most Fyfanon ULV vector control products effective July 1, 2021. Furthermore, due to continued tightness in supply and pressure on costs, pricing will increase 5.0% on January 1, 2022.

We wish you and your team continued success and safety throughout the 2022 season.

Sincerely,

Wendell Codner

Wendell Codner
Director, FMC Global Specialty Solutions – Consumer and Environmental Solutions
Email: Wendell.codner@fmc.com



May 24, 2022

PROPRIETARY INFORMATION

**VALUE ADDED SERVICES
PINELLAS COUNTY, FL MOSQUITO ABATEMENT PRODUCTS
BID #22-0466-B**

1. Contract Management:

ADAPCO will provide 6 or more employees to service this contract.

2. Delivery Response:

With ADAPCO warehousing available within Florida, we can provide delivery of product two days after receipt of any orders received before noon.

3. Product Safety Training

ADAPCO will provide customized courses from 4-6 hours for all Mosquito Control Staff up to twice a year with CEU credits. Courses will include detailed review of product Labels and Material Safety Data Sheets product specific mode of action; product handling requirements; safety tips; PPE; calibration techniques/practice; spill containments; spill cleanups and more. The courses can be tailored to the specific needs of Pinellas County and can be conducted anytime.

4. Technical Training

ADAPCO will provide technical training on product use and application. The topics will include surveillance and monitoring; larviciding and adulticiding; aerial application and equipment maintenance.

ADAPCO to provide a minimum of two – 4 hour courses annually. One half day workshop for 4 CEU's and one full day customized workshop for 5-6 CEU's.

5. Field Product Evaluation

ADAPCO will develop a procedure that includes input from the manufacturers and Pinellas County Public Works/Mosquito Control and Vegetation Management; conduct on-site review prior to a product field evaluation; review existing procedures; review and calibrate application equipment; review site; on-site witness of application; assist in efficacy monitoring and assist with written report efficacy.

6. Product Samples

ADAPCO will provide the necessary quantity of product to calibrate both ground and aerial equipment. ADAPCO can ensure delivery in one day for orders received by noon.

All ADAPCO technicians and outside sales representatives are properly trained in the use of DCIV droplet analyzer and in performing droplet calibrations. The KLD Labs Inc. DCIV droplet analyzer utilizes a hot-wire concept to perform various volumetric computations including VMC and MMD for both water and oil-based liquids. For proper droplet calibration with the DCIV, all manufacturer guidelines must be followed, and analysis should be performed only by someone familiar with and trained in using the DCIV.

7. Technical/Professional Assistance

ADAPCO has been manufacturing our own sophisticated electronic variable flow control equipment for ULV machines for many years. We have engineers, software code writers and technicians on staff in our Sanford location that are available to provide assistance. In addition, our Research Team can also be utilized.

8. Resistance Testing

ADAPCO will provide assistance to test for mosquito tolerance/sensitivity to product active ingredients and determine proper application rate(s) utilized. Manufacturer and their scientific staff will be involved in resistance testing as well. ADAPCO will develop written procedures to monitor suspected resistance and perform testing for resistance to an active ingredient.

9. Off Site Storage

ADAPCO will provide on-site storage for Pinellas County for all Altosid formulations in the event of any emergency. Alternate storage of large quantities can also be supplied in Mulberry, FL with delivery 24 hours after receipt of any orders by noon.

10. Formulation Verification

Upon request from Pinellas County, ADAPCO will provide a Certificate of Analysis.

11. Complimentary Equipment

ADAPCO will provide free droplet testing with purchase using our DCIV.

12. Value Add - Pallet Size

ADAPCO and the manufacturer Valent BioSciences have re-worked the pallet quantities from 40 bags per pallet to 30 bags per pallet specifically for Pinellas Co, FL as a value add on.



May 23, 2022

Pinellas County Board of County Commissioners
Mr. Dustin Guinta
400 S. Ft. Harrison Ave.
Clearwater, FRL 33756

SUBJECT: Bid #22-0466-B - 2 YR MOSQUITO ABATEMENT PRODUCTS Quantity Discounts

Dear Mr. Guinta,

ADAPCO would like to offer Pinellas County additional volume discounts for purchases made and on a per order basis. Please see below for details.

ITEM NUMBER	ITEM DESCRIPTION	MINIMUM QTY FOR DISCOUNTS	PACK SIZE	PALLET SIZE	PRICE
DIB-30RR	DIBROM CONCENTRATE	(1-3 30GL DRUMS)	30 GL DRUMS	4 DRUMS/PALLET	\$255.37/GL
DIB-30RR	DIBROM CONCENTRATE	(4-87 30GL DRUMS)	30 GL DRUMS	4 DRUMS/PALLET	\$251.70/GL
DIB-30RR	DIBROM CONCENTRATE	(88+ 30GL DRUMS)	30 GL DRUMS	4 DRUMS/PALLET	\$250.50/GL
VECGS-40	VECTOBAC GS	(10 PALLETS OR MORE) 300 40LB BAGS	40 LB BAG	30 BAGS/PALLET	\$1.48/LB
VLXFG-40	VECTOLEX FG	(10 PALLETS OR MORE) 300 40LB BAGS	40 LB BAG	30 BAGS/PALLET	\$5.59/LB
VMXFG-40	VECTOMAX FG	(4 PALLETS OR MORE) 120 40LB BAGS	40 LB BAG	30 BAGS/PALLET	\$8.00/LB
MTLP-40	METALARV S-PT	(1-2 PALLETS) 6 ADDITIONAL FREE BAGS	40 LB BAG	30 BAGS/PALLET	6 FREE BAGS
MTLP-40	METALARV S-PT	(3+ PALLETS) 7 ADDITIONAL FREE BAGS	40 LB BAG	30 BAGS/PALLET	7 FREE BAGS
VPRFG-40	VECTOPRIME FG	(1-2 PALLETS) 3 ADDITIONAL FREE BAGS	40 LB BAG	30 BAGS/PALLET	3 FREE BAGS
VPRFG-40	VECTOPRIME FG	(3-5 PALLETS) 4 ADDITIONAL FREE BAGS	40 LB BAG	30 BAGS/PALLET	4 FREE BAGS
VPRFG-40	VECTOPRIME FG	(6-9 PALLETS) 5 ADDITIONAL FREE BAGS	40 LB BAG	30 BAGS/PALLET	5 FREE BAGS
VPRFG-40	VECTOPRIME FG	(10+ PALLETS) 6 ADDITIONAL FREE BAGS	40 LB BAG	30 BAGS/PALLET	6 FREE BAGS

Notes: Valent BioSciences provides Special 30 bags per pallet (instead of 40) for Pinellas County, FL.

We want to thank you for allowing ADAPCO the opportunity to provide you with the above bid pricing. To clarify, order the minimum quantities above or more to receive discounted prices per order. The item prices include transportation and delivery.

Should you have any questions or immediate needs, please contact your Sales Representative, Larry Heller at (321) 377-2017 or me at (800) 367-0659.

Respectfully,

Andy Pierce
Sr. VP of Sales



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED ADAPCO, LLC 100 Colonial Center Parkway, Suite 170 Lake Mary, FL 32746	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

Pinellas County, a political subdivision of the State of Florida is included as Additional Insured as respects to General Liability and Automobile Liability.

Waiver of Subrogation applies in favor of Additional Insured with respects to Workers Compensation, as permitted by law.

INSURER AFFORDING COVERAGE: Commerce & Industry Insurance Company NAIC#: 19410
 POLICY NUMBER: WC 15203133 EFF DATE: 11/15/2021 EXP DATE: 11/15/2022

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation & Employers Liability - CA Per Statute	EL Each Accident	\$1,000,000
	EL Disease-Each Emp	\$1,000,000
	EL Disease-Policy Lmt	\$1,000,000



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
ADAPCO, LLC

Filing Information

Document Number	L16000226827
FEI/EIN Number	59-2574523
Date Filed	12/09/2016
Effective Date	08/19/1985
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	06/28/2019
Event Effective Date	NONE

Principal Address

100 Colonial Center Parkway
Suite 170
Lake Mary, FL 32746

Changed: 04/06/2022

Mailing Address

100 Colonial Center Parkway
Suite 170
Lake Mary, FL 32746

Changed: 04/06/2022

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title Manager

Etre, Albert P., III
100 Colonial Center Parkway
Suite 170

Lake Mary, FL 32746

Title Manager

Bergonzi, Frank
100 Colonial Center Parkway
Suite 170
Lake Mary, FL 32746

Annual Reports

Report Year	Filed Date
2020	05/04/2020
2021	04/13/2021
2022	04/06/2022

Document Images

04/06/2022 -- ANNUAL REPORT	View image in PDF format
04/13/2021 -- ANNUAL REPORT	View image in PDF format
05/04/2020 -- ANNUAL REPORT	View image in PDF format
06/28/2019 -- LC Amendment	View image in PDF format
04/05/2019 -- ANNUAL REPORT	View image in PDF format
04/26/2018 -- ANNUAL REPORT	View image in PDF format
07/03/2017 -- ANNUAL REPORT	View image in PDF format
12/09/2016 -- Florida Limited Liability	View image in PDF format

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ADAPCO LLC</p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 100 Colonial Center Parkway, Suite 170</p> <p>6 City, state, and ZIP code Lake Mary, FL 32746</p>	<p>7 List account number(s) here (optional)</p> <p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
5	9	-	2	5	7	4	5	2	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	<p>Signature of U.S. person ▶ <i>Joseph Balducci</i> Controller</p>	<p>Date ▶ 1-4-2022</p>
------------------	---	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



January 5, 2022

ATTN: Jason Trumbetta, ADAPCO LLC

To Whom It May Concern:

This letter is to advise you that Valent BioSciences, LLC is the sole manufacturer and registrant of the trademarked product brands VectoBac® (*Bacillus thuringiensis* subsp. *israelensis* strain AM65-52), VectoLex® (*Bacillus sphaericus* 2362 strain ABTS-1743), VectoMax® (*Bacillus thuringiensis* subsp. *israelensis* strain AM65-52 + *Bacillus sphaericus* 2362 strain ABTS-1743), Bactimos® (*Bacillus thuringiensis* subsp. *israelensis* strain AM65-52), MetaLarv® and VectoPrime®. This includes the formulations VectoBac G, VectoBac GS, VectoBac GR, VectoBac 12AS, VectoBac WDG; VectoLex FG, VectoLex WDG, VectoLex WSP; VectoMax FG and VectoMax WSP; Bactimos PT, Bactimos WG; MetaLarv S-PT, MetaLarv XRP; and VectoPrime FG.

Also, be advised that ADAPCO, LLC is Valent BioSciences LLC's sole authorized distributor for VectoBac®, VectoLex®, VectoMax®, Bactimos®, VectoPrime® and MetaLarv® products in the United States, Cayman Islands and Puerto Rico.

Should you have any questions regarding this information, feel free to contact at me.

Regards,

Drew Hunter

Drew Hunter | Manager, National Sales – Public Health

1910 Innovation Way | Libertyville, Illinois 60048

Phone: 503-983-6508

drew.hunter@valentbiosciences.com

www.valentbiosciences.com

AGREEMENT

GOODS AND SERVICES AGREEMENT

THIS GOODS AND SERVICES AGREEMENT is made as of **Click or tap to enter a date.** (effective date). By and between Pinellas County, a political subdivision of the State of Florida ("County"), and ("Contractor"), (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to () No. **22-0466-B** for **Mosquito Abatement Products**; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to provide Goods and perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions

- A. **"Agreement"** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- B. **"County Confidential Information"** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, any other information designated in writing by the County as County Confidential Information.
- C. **"Contractor Confidential Information"** means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.
- D. **"Contractor Personnel"** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- E. **"Services"** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in the Statement of Work Exhibit attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Execution of Agreement

The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation/estimate/scope of work or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

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3. Conditions Precedent

This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 14, within 10 days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

4. Services

- A. **Services** - The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
- B. **Services Requiring Prior Approval** - Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from .
- C. **Additional Services** - From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
- D. **De-scoping of Services** - The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
- E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act** - Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.
- F. **Non-Exclusive Services** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion.
- G. **Project Monitoring** - During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

5. Term of Agreement

- A. **Initial Term** - The term of this Agreement shall commence on **the Effective Date** and shall remain in full force and for **twenty-four (24) months**, or until termination of the Agreement, whichever occurs first.
- B. **Term Extension** - The Parties may extend the term of this Agreement for two (2) additional twenty-four (24) month period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

6. Orders

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

7. Delivery / Claims

Prices on the Schedule of Prices are F.O.B. Destination, FREIGHT INCLUDED to location(s) within Pinellas County. Actual delivery address(es) will be identified at time of order. Contractor will be responsible for making any and all claims against carriers for missing or damaged items.

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8. Inspection

In County's sole discretion, goods rejected due to inferior quality or workmanship will be returned to Contractor at Contractor's expense and are not to be replaced except upon receipt of written instructions from County.

9. Material Quality

All goods and materials purchased and delivered pursuant to this Agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt must be exchanged within 24 hours of notice to the Contractor at no charge to County.

10. Material Safety Data

In accordance with OSHA Hazardous Communications Standards, it is the Contractor seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at time of delivery.

11. Purchase Order Number

Each order will contain the Purchase Order Number applicable to this Agreement, and such Purchase Order Number must appear on all packing slips, invoices and all correspondence relating to the Order. County will not be responsible for goods delivered without a Purchase Order Number.

12. Variation in Quantity

County assumes no liability for goods or materials produced, processed or shipped in excess of the amounts ordered pursuant to the terms of this Agreement.

13. Warranty

Seller warrants that the goods are of first quality and as described in Prices Schedule. All manufacturer, producer or seller warranties offered to any other purchaser are expressly available and applicable to County.

14. Compensation and Method of Payment

- A. **Goods and Services Fee** - As total compensation for the Goods and Services, the County shall pay the Contractor the sums as provided in this Section Compensation and Method Payment ("Goods and Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Goods and Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to provide Goods and perform all of the Services required by this Agreement. In no event will the Goods and Services Fee paid exceed the not-to-exceed sums set out in subsections below, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment Section of this Agreement.
- B. **Spending Cap and Payment Structure** - The County agrees to pay the Contractor the not-to-exceed sum of (to be completed upon award), for Goods and Services completed and accepted herein, payable on a fixed-fee basis for the deliverables as set out in Exhibit A, payable upon submittal of an invoice as required herein.
- C. **Travel Expenses** - The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.
- D. **Taxes** - Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.
- E. **Payments and Invoicing** - Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to as provided in Exhibit attached hereto.
For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

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15. Acceptance of Services

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the or designee, will have 10 calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to . If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have 7 calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have 7 calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Discounts

Delay in receiving an invoice, invoicing for materials shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for County to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date of receipt of goods, or the date of approved invoice, whichever is later.

17. Subcontracting/Assignment.

- A. **Subcontracting** - Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.
- B. **Assignment** - This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

18. Personnel

- A. **E-Verify** - The contractor and subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system. If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract. If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity. If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section. Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.
- B. **Qualified Personnel** - Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement
- C. **Approval and Replacement of Personnel** - The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a

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reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

19. Name Changes

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

20. Compliance with Laws

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

21. Applicable Law and Venue

This Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

22. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

23. Waiver

No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

24. Due Authority

Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

25. Termination

A. Contractor Default Provisions and Remedies of County

1. Events of Default - Any of the following shall constitute a "Contractor Event of Default" hereunder:

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- i. Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;
 - ii. Contractor breaches Confidential Information Section of this Agreement;
 - iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 2 consecutive iterations; or
 - iv. Contractor fails to perform or observe any of the other material provisions of this Agreement.
 2. Cure Provisions - Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
 3. Termination for Cause by the County - In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.
- B. County Default Provisions and Remedies of Contractor
 1. Events of Default - Any of the following shall constitute a "County Event of Default" hereunder:
 - i. the County fails to make timely undisputed payments as described in this Agreement;
 - ii. the County breaches Confidential Information Section of this Agreement; or
 - iii. the County fails to perform any of the other material provisions of this Agreement.
 2. Cure Provisions - Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.
 3. Termination for Cause by Contractor - In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.
- C. Termination for Convenience
 1. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 30 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

26. Time is of the Essence

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in the Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

27. Confidential Information and Public Records

- A. County Confidential Information - Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.
- B. Contractor Confidential Information - All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the

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laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

- C. Public Records - Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.
- D. **If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.**

28. Audit

Contractor shall retain all records relating to this Agreement for a period of at least 5 years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

29. Digital Accessibility

Supplier acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Supplier shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Supplier fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Supplier of non-compliance. Within 30 days of Supplier's receipt of a non-compliance notice ("Notice"), Supplier and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Supplier:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

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Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Supplier to the Liability and Insurance – Indemnification Section of this Agreement, “Indemnification.”

30. Liability and Insurance

- A. **Insurance** - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, attached hereto and incorporated herein by reference.
- B. **Indemnification** - Contractor agrees to indemnify, pay the cost of defense, including attorney’s fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney’s fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers’ Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the “ADA”) except when such injury, damage, or violation was caused by the sole negligence of the County.
- C. **Liability** - Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor’s negligence or willful action or failure to act.
- D. **Contractor’s Taxes** - The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers’ compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor’s assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

31. County’s Funding

The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

32. Survival

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

33. Notices

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn:

with a copy to:

Attn: Merry Celeste,

AGREEMENT

Purchasing and Risk Management Division Director

Pinellas County Purchasing Department

400 South Fort Harrison Avenue

Clearwater, FL 33756

For Contractor:

Attn:

34. Conflict of Interest

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions; and during the term of this Agreement.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

35. Right to Ownership

All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

36. Amendment

This Agreement may be amended by mutual written agreement of the Parties hereto.

37. Severability

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

38. No Third-Party Beneficiary

The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.

39. Force Majeure

"Force Majeure Event" means any act or event that (i) prevents a Party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other Party's (the "Performing Party") obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not

AGREEMENT

include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the Performing Party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party's obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

40. Order of Precedence

All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Agreement and will have priority in the order listed

- A. Pinellas County Agreement
- B. (ITB)
- C. Statement of Work.

In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement will prevail.

41. Entirety

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its

Board of County Commissioners

ADAPCO, LLC

Name of Firm

By

By:

Andy Pierce

Signature

Andy Pierce

Print Name

Sr. VP of Sales

Title

AGREEMENT

EXHIBIT A - STATEMENT OF WORK

AGREEMENT

EXHIBIT B - INSURANCE REQUIREMENTS

AGREEMENT

EXHIBIT C - PAYMENT SCHEDULE

AGREEMENT

EXHIBIT D - PAYMENT/INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

AGREEMENT

EXHIBIT E - DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within 10 days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 1. Requesting department for this purpose is defined as the County department for whom the work is performed.
 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 60 days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the 60 days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue 15 days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

Bid No.: 22-0466-B(DG)									
Bid Title : Mosquito Abatement Products									
Date & Time Due: Tuesday, May 31st, 2022									

***Unit Pricing shall be inclusive of all shipping, fuel, off-loading, insurance and any other cost or fee incurred. Bidders are encouraged to pay special attention to the Container Unit Size. For example: 600 gallon, 15 cases, briquettes, tablets etc.**

****Any Equivalent products offered below shall meet the Criteria identified in EXHIBIT A - PRODUCT LIST See Section E Item 3.**Please complete the EXHIBIT C - ALTERNATE PRODUCT DATA SHEET for all PROPOSED ALTERNATE PRODUCTS in Column (D)**

Product No. (A)	Product Info		**PROPOSED PRODUCT ALTERNATE (D)	Estimated Annual (12 month) Quantity		Container Size (G)	*PROPOSED ALTERNATE Container Size (Complete if different from Column (G)) (H)	*Unit Price Per UOM (I)	Annual Total (E) x (I) = (J)	Two (2) Year Total (K) (J) x (2) = (K)
	Description (B)	Manufacturer (C)		Quantity (E)	UOM (F)					
1	1,2-Dibromo-2,2-dichloroethyl dimethyl phosphate Naled 87.4% (Dibrom® concentrate)	Manufacturer: AMVAC		30	gallon	Packaging: 30-gallon drum		\$ 255.37	\$ 7,661.10	\$ 15,322.20
2	Bacillus thuringiensis subspecies israelensis Bti (Bactimos Briquet)	Manufacturer: Summit Chemical		1000	briquettes	Typical Packaging: Case of 100 Briquettes		\$ -	\$ -	\$ -
3	Piperonyl butoxide and permethrin (Biomist® 31+66 ULV)	Manufacturer: Clarke Mosquito Control Products, Inc.		550	gallon	Packaging: 275-gallon reusable tote			\$ -	\$ -
4	White Mineral Oil (10% w/w) (CocoBear™)	Manufacturer: Clarke Mosquito Control Products, Inc		300	gallon	Packaging: 2.5 Gallon		\$ -	\$ -	\$ -
5	BVA2 Mosquito Larvicide Oil	Manufacturer: BV Associates, Inc.		300	gallon	Packaging: 2.5-gallon jug	5 gl pail	\$ 29.99	\$ 8,997.00	\$ 17,994.00
6	Piperonyl butoxide, phenothrin, prallethrin (Duet®)	Manufacturer: Clarke Mosquito Control Products, Inc		165	gallon	Packaging: 275 gallon reusable tote (liquid form)		\$ -	\$ -	\$ -
7	Spinosad (mix of spinosyn A and spinosyn D) (Natular™ G)	Manufacturer: Clarke Mosquito Control Products, Inc		15,000	lbs.	Packaging: 40 pound bag		\$ -	\$ -	\$ -
8	Spinosad (mix of spinosyn A and spinosyn D) (Natular™ G30) (Extended Release Granule)	Manufacturer: Clarke Mosquito Control Products, Inc		15,000	lbs.	Packaging: 40 pound bag		\$ -	\$ -	\$ -
9	Spinosad (mix of spinosyn A & spinosyn D) (Natular™ T30)	Manufacturer: Clarke Mosquito Control Products, Inc		8,000	tablets	Typical Packaging: Case of 400 tablets		\$ -	\$ -	\$ -
10	Spinosad (mix of spinosyn A & spinosyn D) (Natular™ XRT)	Manufacturer: Clarke Mosquito Control Products, Inc		660	tablets	Typical Packaging: Case of 220 tablets		\$ -	\$ -	\$ -
11	Spinosad (mix of spinosyn A & spinosyn D) (Natular™ DT)	Manufacturer: Clarke Mosquito Control Products, Inc		15,200	tablets	Typical Packaging: Case 4,000 tablets (16 pouches of 250 each)		\$ -	\$ -	\$ -

Bid No.: 22-0466-B(DG)									
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****Any Equivalent products offered below shall meet the Criteria identified in EXHIBIT A - PRODUCT LIST See Section E Item 3.**Please complete the EXHIBIT C - ALTERNATE PRODUCT DATA SHEET for all PROPOSED ALTERNATE PRODUCTS in Column (D)**

Product No. (A)	Product Info		**PROPOSED PRODUCT ALTERNATE (D)	Estimated Annual (12 month) Quantity		Container Size (G)	*PROPOSED ALTERNATE Container Size (Complete if different from Column (G)) (H)	*Unit Price Per UOM (I)	Annual Total (E) x (I) = (J)	Two (2) Year Total (K) (J) x (2) = (K)
	Description (B)	Manufacturer (C)		Quantity (E)	UOM (F)					
12	S-Methoprene 4.25% (MetaLarv® S-PT)	Manufacturer: Valent BioSciences Corporation		6,000	lbs.	Packaging: 40 pound bag (30 bags/pallet)		\$ 28.80	\$ 172,800.00	\$ 345,600.00
13	Bacillus thuringiensis subsp israelensis strain AM 65-52 (VectoBac® GS)	Manufacturer: Valent BioSciences Corp.		25,000	lbs.	Packaging: 40 pound bag		\$ 1.54	\$ 38,500.00	\$ 77,000.00
14	Bacillus thuringiensis subspecies israelensis strain AM65-52 (VectoBac® 12AS)	Manufacturer: Valent BioSciences Corp.		10	gallon	Packaging: 2.5 gallon (10 liter) HDPE plastic jugs, packaged 2 per case		\$ 39.42	\$ 394.20	\$ 788.40
15	Bacillus thuringiensis subsp israelensis strain AM 65-52 (VectoBac® WDG)	Manufacturer: Valent BioSciences Corp.		24	lbs.	Packaging: case of 24 single pound containers		\$ 36.50	\$ 876.00	\$ 1,752.00
16	Bacillus thuringiensis subspecies israelensis strain AM 65-52 (VectoBac® WDG)	Manufacturer: Valent BioSciences Corp.		500	lbs.	Packaging: 25 lbs. drum		\$ 35.80	\$ 17,900.00	\$ 35,800.00
17	Bacillus sphaericus Serotype H5a5b strain 2362 (VectoLex® FG)	Manufacturer: Valent BioSciences Corporation		45,600	lbs.	Packaging: 40 pound bag (granular) (30 bags per pallet)		\$ 5.79	\$ 264,024.00	\$ 528,048.00
18	Bacillus sphaericus 2362 (strain ABTS-1743) (VectoLex® WDG)	Manufacturer: Valent BioSciences Corporation		500	lbs.	Packaging: 25 pound drum		\$ 53.88	\$ 26,940.00	\$ 53,880.00
19	Bacillus sphaericus 2362, serotype H5a5b, strain ABTS 1743 (VectoLex® WSP)	Manufacturer: Valent BioSciences Corporation		2,400	10 gram packets	Typical Packaging: Case of 800 (10 gram packets) (granular water soluble packet)		\$ 798.00	\$ 1,915,200.00	\$ 3,830,400.00
20	<i>Bacillus sphaericus</i> 2362, Serotype H5a5b, strain ABTS 1743 2.7%; <i>Bacillus thuringiensis</i> Subsp. <i>israelensis</i> Serotype H-14 Strain AM65-52 4.5% (VectoMax® FG)	Manufacturer: Valent BioSciences Corporation		30,000	lbs.	Packaging: 40 pound bags (fine granule) (30 bags/pallet)		\$ 8.20	\$ 246,000.00	\$ 492,000.00
21	Etofenprox 4% (Zenivex E4 RTU)	Manufacturer: Wellmark International		5	gallon	Packaging: 2.5 gallon jug x 2		\$ -	\$ -	\$ -
22	<i>Bacillus thuringiensis</i> subsp. <i>israelensis</i> , strain AM 65-52 6.07%, methoprene10% (VectoPrime® FG)	Manufacturer: Valent BioSciences Corporation		30,000	lbs.	Packaging: 40 pound bags (fine granule) (30 bags/pallet)		\$ 3.97	\$ 119,100.00	\$ 238,200.00

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	Description (B)	Manufacturer (C)		Quantity (E)	UOM (F)					
23	Permanone 31-66	Manufacturer: Bayer Environmental Science		550	gallon	Packaging: 275 gallon tote			\$ -	\$ -
24	Fyfanon ULV	Manufacturer: Cheminova, Inc.		275	gallon	Packaging: 275 gallon tote		\$ 66.32	\$ 18,238.00	\$ 36,476.00
25	MERUS® 3.0	Manufacturer: Clarke Mosquito Control Products, Inc.	Evergreen 5-25 Ground	275	gallon	Packaging: 275 gallon tote		\$ 168.64	\$ 46,376.00	\$ 92,752.00
26	BVA 13	Manufacturer: BV Associates, Inc.		10	gallon	5 gallon jug		\$ 22.57	\$ 225.70	\$ 451.40
27	Deltamethrin 2.0%, a Type II pyrethroid. (DeltaGard®)	Manufacturer: Bayer Environmental Science		270	gallon	Packaging: 30 gallon returnable container		\$ -	\$ -	\$ -
28	Methoprene 2.1% (Altosid® XR Briquettes)	Manufacturer: Wellmark International		660	briquettes	Typical Packaging: Case of 220 Briquettes			\$ -	\$ -
29	Methoprene 8.62% (Altosid® 30-Day Briquettes)	Manufacturer: Wellmark International		4,800	briquettes	Typical Packaging: Case of 400 Briquettes		\$ -	\$ -	\$ -
30	Methoprene 1.5% (Altosid® XR-G)	Manufacturer: Wellmark International		6,000	lbs.	Packaging: 40 pound bags		\$ -	\$ -	\$ -
31	Methoprene 4.25% (Zoecon® Altosid® P35 (Altosid® P35))	Manufacturer: Wellmark International		4,800	lbs.	Packaging: 30 bags of 40 lbs. each (1,200 lbs. Palletized)		\$ -	\$ -	\$ -
32	Methoprene .2% (Altosid® SBG II)	Manufacturer: Wellmark International		48,000	lbs.	Packaging: 40 pound bags (30 bags/pallet)		\$ -	\$ -	\$ -
Two (2) Year Total									\$	5,766,464.00

Bid No.: 22-0466-B(DG)									
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	Description (B)	Manufacturer (C)		Quantity (E)	UOM (F)					

MANUFACTURER DISCOUNTS - List Manufacturer Name, MSRP published price website and % discount offered for other related mosquito abatement products. **THIS ITEM WILL NOT BE USED TO DETERMINE AWARD.**

Item	Manufacturer	MSRP Price Website	Discount %
1			
2			
3			

BULK ORDER PRICING - List any other bulk order sizes and pricing that can be offered at a savings. **THIS ITEM WILL NOT BE USED TO DETERMINE AWARD.**

Item	Product	Order Size	Pricing
1	VECTOBAC GS	300 - 40LB BAGS OR MORE	\$1.48
2	VECTOLEX FG	300 - 40LB BAGS OR MORE	\$5.59
3	VECTOMAX FG	120 - 40LB BAGS OR MORE	\$8.00