# INVITATION TO BID

**STATE OF ALABAMA**

**COUNTY OF BALDWIN**

**NOTICE IS HEREBY GIVEN** that the County Commission of Baldwin County, Alabama, will **receive bids in the Purchasing Office on September 17, 2026, at 1:00 P.M., for the Provision of an Integrated Mosquito Management Program within the Unincorporated Areas of Baldwin County, Alabama for the Baldwin County Commission. Bids will be opened on September 17, 2026, at 1:30 P.M., in the Purchasing Conference Room located in the Annex III Building at 257 Hand Avenue, Bay Minette, Alabama. Bids received after the September 17, 2026, at 1:00 P.M. deadline will not be considered.** All times to be determined solely by the clock on the wall of the Purchasing Conference Room. For all purposes and uses herein, a bid and all required paperwork is "received" at the time and date indicated on the Purchasing Office file stamp which shall be impressed on the face of all such documents when and as presented at the Purchasing Office.

## SEE ATTACHED SPECIFICATIONS

This invitation package consists of **TWENTY-FOUR (24)** pages. Bidders shall verify they have received all pages as indicated. If all pages have not been received, then it is the responsibility of the bidder to contact the Purchasing Director, Wanda Gautney, at (251) 580-2520 phone, (251) 580-2536 fax.

## GENERAL BID INFORMATION

**Bidders shall carefully read all parts of the invitation package with its accompanying schedules and attachments, if any. Bidders shall direct all requests for explanation or additional information concerning the meaning or interpretation of the conditions or attached specifications of this invitation shall be referred to Wanda Gautney in writing or e-mail (wgautney@baldwincountyal.gov) in sufficient time for reply before submission date of bids. The Commission cannot and does not guarantee that inquiries sent by mail or e-mail will be received on or before the submission date and time as indicated. It is the responsibility of the bidder to contact the Purchasing Director, Wanda Gautney at (251) 580-2520 if a reply is not received.**

The use of specific names and numbers in the attached specifications is not intended to restrict the bidder or any seller or manufacturer but is solely for the purpose of indicating the type, size and quality of materials, product services, or equipment considered best suited for Baldwin County.

Contact initiated by a potential bidder with Baldwin County Commissioners will be only as specifically set out in this invitation. Any other contact with a county official initiated by a potential bidder or bidder regarding this bid, **between the date of this invitation to the date of bid award**, shall be deemed and treated as an attempt to improperly influence the bid award, and

may be sufficient grounds for rejection of the bid submitted by the bidder initiating such other contact, at the discretion of the Baldwin County Commission.

## BIDDER QUALIFICATIONS

All Bidders must be in, and remain, and by submitting a bid represents that they are and will remain, in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular, and without limitation, all bidders must be and remain licensed and permitted in accordance with The Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, and Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders shall be prepared to timely submit to the County non-confidential evidence or documentation demonstrating that they are presently licensed and permitted under Alabama law. Such non-confidential evidence or documentation is encouraged to be submitted with the Bid Package.

The bidder expressly acknowledges, to and for the benefit of the Baldwin County Commission, that this Agreement may be funded with **federal grant monies** and, therefore, bidder expressly warrants and agrees that it shall at all times comply with all applicable federal, state, local and municipal laws and regulations. For more information about the Federal regulations visit the website https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200 Code of Federal Regulations.

**The Certification Regarding Lobbying form must be completed and submitted in your response package.**

**All bidders must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the Baldwin County Commission. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.**

**All vendors, contractors and grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov**

## PREPARING THE BID

Bids must be typed or handwritten in ink. A bid submitted in pencil shall not be accepted. The Bid Guarantee and Bid Response Form must be an original; copies shall not be accepted. All required paperwork must be received in the sealed Bid Package.

The attached specifications are intended and provided solely as a general and non-exhaustive expression of the intent and purpose of Baldwin County regarding this bid; said specifications shall be so considered by the bidders. Accordingly, the bidder admits and agrees

that said specifications are not complete in every detail and that the work and materials not indicated or expressly mentioned in said specifications, but which are reasonably necessary for the full and faithful performance of the item(s) bid in accordance with the full and faithful intent, will be included in the bid and incorporated in the work by the bidder and at the bidder's sole expense, the same as if indicated and specified.

The Bidders shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. The exceptions shall be labeled **"EXCEPTION(S) TO BID CONDITIONS AND SPECIFICATIONS,"** and shall be attached to the front of the bid. Variations shall be treated likewise, i.e., shall be labeled **"VARIATION(S) TO BID CONDITIONS AND SPECIFICATIONS,"** and shall be attached to the front of the bid. Additional features and/or capabilities not included in the specifications may be included in the bid.

To facilitate bid evaluation and tabulation, it is suggested that bids be submitted with specifications identified in the order in which they appear in this document. If applicable, the bidder will provide cost in two (2) categories:
(1) Cost using material as specified.
(2) Cost using material as specified of at least 25% recycled material, if available.
It is the intent of the Commission to award bids which include recycled material when not prohibitive in cost and when all other terms and conditions of the Alabama Competitive Bid Law are complied with.

**IF THE TOTAL PROPOSED BID AMOUNT EXCEEDS $10,000.00, A BID GUARANTEE OF AT LEAST 5% OF THE PROPOSED BID AMOUNT, NOT TO EXCEED $10,000.00, WILL BE INCLUDED WITH THE BID.** Such bid guarantee shall be a bid bond (individual or annual, provided, that bonding is available for such services, equipment or materials), postal money order, certified check, cashier's check, Letter of Credit, or certain bonds or note of the United States. This is required by the Alabama Competitive Bid Law, Title 41, Chapter 16, **Code of Alabama 1975**, as amended; **no exceptions will be allowed.**

## SUBMITTING THE BID

In the event that a bidder is financing the product(s) through another agency other than itself, the financing agency must sign the Bid Response Form along with the bidder. A copy of the financing agreement and all conditions must be included with the Bid Response Form. The bidder and the financing agency will be held too, and they agree to be bound by the requirements stated in the Invitation to Bid. Any assignment of the financing agreement must be approved by the financing agency and the County Commission. Failure to disclose the financing information and all conditions will disqualify the bidder.

Bidders which return a **NO BID** statement shall write on the outside of the envelope, the **Bid Number (i.e., WG26-44) with "NO BID"** written underneath. The envelope will not be opened in public, but it will be noted that the bidder did respond.

Bids may be hand delivered at any time prior to the bid opening date and time to the Baldwin County Purchasing Office, Annex III Building, 257 Hand Avenue, ATTN.: Wanda

Gautney, **(mailing address)** 312 Courthouse Square-Suite 15, Bay Minette, Alabama 36507. The Commission cannot and does not guarantee that bids sent by mail or courier will be received on or before the bid opening day and time as indicated. Bids received after the deadline shall not be accepted and shall be returned to the bidder unopened.

All bids received must be in a sealed envelope plainly marked, **"WG26-44" Integrated Mosquito Management Program within the Unincorporated Areas of Baldwin County, Alabama."** Bids submitted by "Express/Overnight" services must be in a separate inner envelope/package sealed and identified as stated in the previous sentence. Bidders and any other interested individuals are invited to attend the bid opening.

## BID AWARD

All factors stated in this invitation package will be evaluated in determining the successful bidder. Any omission(s) of the herein stated requirements may be cause for rejection of the bid(s) submitted, solely as determined by the Baldwin County Commission.

The County Commission reserves the right to evaluate bids for correctness and completeness, and to award the bid at any time within thirty (30) days following the bid opening.

The Baldwin County Commission reserves the right to reject any and all bids, to waive any defects in the formality in bids, and to accept in whole or in part, such bid or bids, solely at its discretion.

## TITLE 39/CODE OF AL COMPLIANCE

As a condition of any Bid Award and the respective contract(s) pursuant thereto, the County places full reliance upon the fact that it is the sole responsibility of any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works, to ensure that they and/or any of their respective agents comply with all applicable provisions of Title 39-1-1 et seq. Code of AL 1975.

More specifically, any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works shall be in compliance with, and have full knowledge of, the following provisions of Title 39:

"(f) The Contractor shall, immediately after the completion of the contract give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of three successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published . . ." §39-1-1(f) Code of AL 1975.

"(g) Subsection (f) shall not apply to contractors performing contracts of less than one hundred thousand ($100,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the contracting agency and shall post notice of final completion on the agency's bulletin board for one week, and shall require the contractor to certify under oath that all bills have been paid in full. Final settlement

with the contractor may be made at any time after the notice has been posted for one entire week." §39-1-1 (g) Code of AL 1975.

**NOTE: Any failure to fully comply with this section or any applicable laws of the State of Alabama shall be deemed a material breach of the terms of both the Bid Award and the Respective contracts resulting there from. Furthermore, Baldwin County takes no responsibility for resulting delayed payments, penalties, or damages as a result of any failure to strictly comply with Alabama Law.**

Done this 18th day of August 2026.

James E. Ball s/s
JAMES E. BALL, Chairman
Baldwin County Commission

**BID #WG26-44 SPECIFICATIONS**

The Baldwin County Commission is soliciting for an enhanced Mosquito Program for mosquito control within the unincorporated areas of Baldwin County from responsible bidders known to be experienced and knowledgeable in the scope of work covered in this Invitation to Bid (ITB). Only bidders with satisfactory evidence that they have the necessary capital, equipment, personnel, experience, etc. to do the work shall submit a response to this solicitation.

Each Bidder should use the Response Form provided for their bid. All exceptions are to be attached to the back of the Response Form.

**DEFINITIONS**

Bidder. Any individual, firm or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

Contractor. The individual, firm or corporation, the Party of the First Part to the Contract, that has entered into a Contract awarded him by the Owner for any work covered by these Specifications, acting directly or through his agents or employees.

County. Baldwin County Commission

**BIDS FOR ALL OR PART**

The County reserves the right to award the contract in whole or in part, according to the best interest of the County.

**BIDDER QUALIFICATIONS**

The County may make such investigations as they deem necessary to determine the ability of the bidders, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.

**BID PRICE**

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

No bidder may be withdrawn a bid within thirty (30) days after the actual date of the bid opening thereof unless approved by the Baldwin County Commission, Bay Minette, Alabama.

**CONTRACT PERIOD**

It is the intent of the Baldwin County Commission to award this bid for thirty-six (36) months (2026 - 2029) to begin on the date of the contract's full execution.

**LAWS AND REGULATIONS**

The bidder's attention is directed to the fact that all applicable county, state, and federal laws, rules and regulations of all authorities having jurisdiction shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Applications of any and all insecticides and larvicides shall be in strict conformance with procedures and application rates approved by the Alabama Department of Environmental Protection Agency and the Alabama Department of Agriculture and Industries.

Certification of all pesticide applicators shall be available to the County.

**SURVEYING**
The successful bidder will obtain maps from the County of the current unincorporated spray areas.

**COMPENSATION INSURANCE**
Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work under this contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

**CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**
Prior to performing services pursuant to this Contract, Contractor shall carry, with insurers satisfactory to COUNTY, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers' compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Contractor fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Contractor in material default and pursue any and all remedies available.

The Contractor agrees to maintain such coverage as is required in this section for a period of one (1) year from the date of completion of the work pursuant to the Contract or at the date of the final payments made by the County to the Contractor, whichever occurs first.

**COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE**
The Contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of

automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be $500,000. Combined single limit bodily injury and property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be named as additional insured.

**COUNTY'S PROTECTIVE LIABILITY INSURANCE**
The contractor shall at his expense provide County's protective liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of $500,000.00 per occurrence bodily injury and property damage, $1,000,000.00 aggregate.

**SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE**
The contractor shall require each of his Subcontractors to produce and maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof, in amounts approved by the County.

Three (3) executed copies of each subsequent endorsement affecting the coverage of policies and of each cancellation shall be forwarded to the County.

**COMPREHENSIVE CHEMICAL LIABILITY INSURANCE**
The contractor agrees to carry at his own expense Comprehensive Chemical Liability insurance for ULV or barrier treatment operations in the minimum sum of $2,000,000 combined single unit.

**AIRCRAFT LIABILITY INSURANCE**
The contractor agrees to carry at his own expense Aircraft Liability Insurance in the minimum amount of $1,000,000 single limit for each occurrence for bodily injury and property damage.

**PERFORMANCE BOND**
The awarded vendor shall provide the County with a **$40,000.00 Performance Bond** within 30 days after the contract is awarded. A company licensed to do business in the State of Alabama shall issue the said bond. The inability to provide a performance bond shall disqualify the contractor from performing the work, and the vendor shall forfeit their bid bond. The performance bond shall be required for the length of the contract.

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

**INDEMNITY AND HOLD HARMLESS PROVISION**
To the fullest extend allowed by law, the contractor shall at all times indemnify and save harmless the County and its Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including, death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

## CANCELLATION CLAUSE

The County or Contractor reserves the right to terminate the contract prior to the end of the period indicated upon thirty (30) day's written notice, with or without cause.

## LICENSES

The apparent successful bidder shall procure all permits and/or licenses required by the State of Alabama and the Federal Aviation Administration for the aerial application of pesticides, shall pay all related charges and fees, and shall provide all other necessary and incidental required for the due and lawful execution of the work specified under this proposal.

## PROGRAM NARRATIVE

The Baldwin County Commission seeks to implement a Mosquito Surveillance and Mosquito Management and Control Program that will provide all populated unincorporated areas of Baldwin County a resource for the management, control, and abatement of mosquitoes. An ongoing mosquito surveillance and maintenance program is the key in all areas of mosquito control as well as regular mosquito control practices during the annual active mosquito season, March through October. These practices include night spraying (fogging) using vehicle mounted mosquito spray units, visits to areas of concern for mosquito breeding as notified by citizens and treating standing water/rain pools and ditches.

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified organizations for the planning, establishment, and successful operation of a Mosquito Surveillance and Management and Control Program (in the unincorporated areas of Baldwin County, Alabama) as an independent contractor with the County. Baldwin County's unincorporated areas have a population of approximately 208,000 residents occupying approximately 1,457 square miles.

## SCOPE OF SERVICES

### Mosquito Surveillance

Mosquito surveillance will consist of the sampling of mosquito populations throughout the County's unincorporated areas at **flexible geographical trap locations**. This sampling will be conducted weekly from approximately mid-April through mid-October and consist of a mixture of CDC Miniature Light Traps, Gravid Traps, and larval surveillance. Contractor will have experience and provide evidence of performing a contract where they have managed at least 25 weekly trap sites including taxonomic identification and testing for common mosquito-borne diseases such as, but not limited to, West Nile virus, Eastern Equine encephalitis virus, Zika virus, and St. Louis encephalitis virus.

Surveillance will include taxonomic identification, sorting and pooling of all mosquitoes by species, collection sites and dates of collections, and GPS coordinates for each collection site.

Observation and recording of the adult mosquito population levels (numbers) by species, date, and collection site.

Identification and GIS location mapping of mosquito breeding sites will include permanent water sites, catch basins, temporary rainwater locations, artificial containers, septic habitats, and irrigation ditches.

**Mosquito Management and Control**
Contractor shall establish and implement an effective community-wide mosquito control program**,** including aerial spraying in select situations and emergencies. The mosquito control activities shall include larviciding and ultralow volume (ULV) adulticiding directed at mosquito breeding sites and geographical areas of larval and adult mosquito populations as is determined by surveillance.

The mosquito control program shall include a virus response protocol, which should detail the actions to be taken by the contractor in the event that diseased mosquito(s) are identified in Baldwin County and/or geographically nearby areas.

Contractor shall apply for, receive, and maintain all applicable permits in order to conduct the activities as outlined by this Competitive Bid, including all permits needed to meet Federal and state NPDES regulations.

**Personnel**
Contractor shall employ a sufficient number of trained and licensed personnel who are knowledgeable and experienced in larval and adult mosquito control practices and techniques to meet the County's service needs.

Contractor shall have on staff at least one (1) entomologist to monitor and review the surveillance plan implemented in Baldwin County and shall also employ at least one (1) biologist to perform testing of disease potential mosquitoes.

**Equipment**
Contractor will have evidence of at least three (6) truck mounted ULV applicator units dedicated for use in Baldwin County. In addition, Contractor will have evidence of the ability to mobilize an additional five (5) truck mounted ULV applicator units in select situations and emergency responses. Contractor will have evidence of at least (2) truck mounted wide area larvicide units (WAL) to use for Aedes aegypti/Zika response if needed.

Contractor shall properly maintain and calibrate the appropriate specialized pesticide application equipment, Global Positioning Systems (GPS) and vehicles to ensure the ability to conduct in a timely manner the larval and adult mosquito control activities identified and required on an as-needed basis. Each truck mounted ULV applicator unit shall include a variable flow control system complete with a data collection and control system. Said system shall track and retain data such as the time, speed, and rate of applications, and shall also have the capability of maintaining geofences around no-spray areas (designated by the County – See Heading: “No-Spray Areas.”) Each unit shall work with either mechanical (analog) and/or electronic speedometers and include an audio/visual warning system and an automatic, coupled pump/chemical delivery shut off. Between 5 and 20 miles per hour pumping system shall

synchronize chemical output with vehicle speed. All spray units must be equipped with GPS/GIS equipment with mapping capabilities.

Contractor shall have available for use properly equipped airplane(s), adequately certified employee(s) and any permits, licenses and meet any other requirements to have the ability to perform aerial application of adulticide and larvicide when necessary, without the use of a subcontractor.

**Products**
Contractor shall have available for use an adequate supply of EPA and State of Alabama approved and registered pesticides for public health use, both oil-based and water-based, to conduct the larval and/or adult mosquito control activities. Contractor shall be able to document and describe the procedures utilized for storage, quality control, and inventory management of products used in Baldwin County upon request. Contractor shall also have the ability to quickly adjust the potency of the pesticides used should the need arise due to the discovery of a large population of diseased or potentially diseased mosquitoes.

The specific type(s) and application rate of products applied will be determined by the Contractor after consultation and agreement by the County.

**Facilities**
Contractor shall have at least one office and/or warehouse location in Baldwin County.

**Reporting**
The contractor shall prepare and deliver weekly reports to the County. Reports will include the locations and coordinates of each adult mosquito trap site, number of mosquitoes per trap, taxonomic identification of each mosquito, and disease testing results. Regular reporting will also include GPS coordinates, number of sites larvicided, dates and product used, addresses and the number of road miles actually adulticided and dates and products used. All required reporting will be delivered to and become the property of the Baldwin County Commission.

**Regulatory Requirements**
As of October 31, 2011, EPA National Pollutant Discharge Elimination System (NPDES) permits are required for pesticides applied directly to water to control pests and/or applied to control pests that are present in or over, including near waters. The Pesticide General Permit (PGP) currently in effect is the EPA's 2016 PGP. The bidder shall explain and provide documentation on how they intend to comply with this permit requirement in relation to this proposal.

**Public Education**
The contractor will be capable of performing public education and neighborhood outreach programs in select situations as directed by the Baldwin County Commission. The contractor will show evidence of education materials and show similar experience conducting public educations campaigns in other county or municipal mosquito control programs.

**No-Spray Areas**
The successful bidder will maintain a continuously updated list and map system of "No-Spray" areas which identify all properties that have requested that the adulticide not be sprayed in front of nor up-wind of their property. All no-spray areas/properties will be marked prior to any adulticide treatment taking place. New additions to the list will be marked prior to the next adulticide treatment. The County will provide an updated list of no-spray areas to the successful bidder.

**Miscellaneous**
No operators shall go on private property at any time.

ULV operators shall be aware of people or animals in close proximity to any spray and act accordingly to protect them.

Contractor must also demonstrate a minimum of five years mosquito control experience with a County and/or a municipal government.

The goal of this Invitation to Bid (ITB) is to seek companies or businesses that currently provide complete and integrated mosquito management and control services to agencies comparable to Baldwin County. In submitting a response to this Invitation to Bid, the company or business must provide Baldwin County a complete overview of its mosquito control practices; the company or business ability to provide requested services; confirmable references; and mission to provide efficient and a cost-effective integrated mosquito management and control program and services for and to the citizens and populated sections of the unincorporated areas of Baldwin County.

The Baldwin County Commission reserves the right to reject, in whole or in part, any and all proposals received as a result of this Invitation to Bid. The Baldwin County Commission will neither pay for any information requested herein nor be responsible for any costs incurred by any proposer. All responses to the ITB shall become the property of the Baldwin County Commission upon submission.

**INVOICING AND PAYMENTS**

This is an all-inclusive program. All details listed in these bid specifications shall apply to the program. The price set forth will include everything needed to provide an adequate mosquito program. Fixed portions of this contract shall be billed to the County in equal monthly payments March through October. Additional service charges will be billed monthly as those services are performed.

The successful bidder will submit to the Baldwin County Commission a monthly invoice through-out the "mosquito season" during which services have been performed. The invoice shall provide an itemized account of all services performed.

Baldwin County shall pay invoices after the Baldwin County Commission approval, which is

generally within thirty (30) days of submission of the invoices.

**THE SELECTION PROCESS**

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

1. In order to be initially selected, the proposers must meet the Minimum General Terms and Conditions as included in the ITB.

2. After the conditions outlined in #1 are met, County staff will rank proposers. This ranking will be based on the following criteria:

| | | |
|---|---|---|
| A. | **Price** | **50 Points** |
| B. | **Experience** | **20 Points** |
| C. | **Technical** | **20 Points** |
| D. | **Financial Stability** | **10 Points** |
| | **Total** | **100 Points** |

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

**Proposals which do not meet the mandatory requirements will be considered non-compliant and rejected.**

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

 Program Description: briefly describe the activities to be implemented that will address the elements identified in the Scope of Services.
 Experience: briefly describe your experience in performing community-wide mosquito surveillance and control programs consistent with the principles in this BID PROPOSAL.
 In the event Contractor sub-contracts any requested services, Contractor shall provide to the County all required documentation regarding said sub-contractor. Preference shall be given to proposals where all activities are performed without the use of sub-contractors.
 The term of the contract shall be for three (3) years with the option of either party to terminate the contract with 30 days written notice for any reason.
 Vendor must be a corporation registered with the State of Alabama.
 The Principals of the Corporation shall have a minimum of three (3) years prior experience with mosquito management and control services for the same type of operations and have been in existence for at least three (3) years or all principals will be required to personally guarantee performance of this contract.

 Vendor shall provide a list of Names, Addresses and Contacts of three (3) current clients or equivalent experience or evidence of equivalent experiences that you believe have similar exposure to those of Baldwin County.
 Vendor shall provide Proof of Insurance with ITB response.
 Vendor Proposal should include how vendor proposes to service the residents of Baldwin County unincorporated occupying 1,457 square miles with mosquito control management and abatement including response times, number of personnel, vehicles and equipment proposed to provide such services. Vendor Proposal should also include any other services, such as disaster assistance, training, equipment, supplies, benefits, etc. that vendor may provide the county and/or its employees.

**Award Criteria**
The County will review and evaluate all proposals for:

 Experience in implementing community-wide mosquito surveillance, maintenance, and control program consistent with this ITB. Preference will be given to proposals that can demonstrate three (3) or more years of experience in conducting such programs.
 Overall program description; and
 Cost

**Cost**
The contractor shall stipulate amounts for the mosquito maintenance and control services requested to be performed March through October as set out in this ITB. Fixed portions of this contract shall be billed to the County in equal monthly payments March through October. Additional service charges will be billed monthly as those services are performed.

**BID #WG26-44 RESPONSE FORM**
Provision of an Integrated Mosquito Management Program within the Unincorporated Areas of Baldwin County


Date: _____

Out of State _____ or _____ If yes, _____
Yes No Registration Number

Company Name: _____

Address: _____

_____

_____

Company Rep. _____
(Rep. Name Typed or Printed)

Position: _____

Email address: _____

Phone: _____

Fax: _____

Financing through another agency beside yourself _____or___X_____
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response from.

_____
Financing Agency Authorized Signature

State of Alabama )

County of Baldwin )

**CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES**

This Contract for **Professional and Construction** Services is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission, and _____**,** (hereinafter referred to as "PROVIDER").

**WITNESSETH:**

**Whereas,**

**Whereas,**

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

I. Definitions. The following terms shall have the following meanings:

A. COUNTY: Baldwin County, Alabama

B. COMMISSION: Baldwin County Commission

C. PROVIDER: _____

II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

III. Recitals Included. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.

IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional,

technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

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

VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.

VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in and manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVDIER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.

X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVDIER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of "**Competitive Bid**

**#WG26-44"**, the same being expressly incorporated herein by reference, and without limitation will encompass:

> **"Competitive Bid #WG26-44 – Integrated Mosquito Management Program within the Unincorporated Areas of Baldwin County, Alabama for the Baldwin County Commission".**

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

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

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

XVII. General Responsibilities of the COUNTY.

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

B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not

listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be paid $_____. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.

XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution and shall terminate upon both the expiration of thirty-six (36) months or until such time that a new contract can be bid and awarded. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

XXIV. Indemnification and Hold Harmless. To the extent allowed by law, the PROVIDER shall indemnify, defend and hold harmless the County, its Commissioners, and their agents, employees and representatives from and against any claims, damages, losses, demands payments, suits, actions, recoveries and judgements of every nature and description and expenses, including attorneys' fees and costs, arising out of, resulting from or related to the performance of the work pursuant to this Contract, provided that any such claim, damage, loss of expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and (2) is caused in whole or in part by an actor omission of the PROVIDER, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The PROVIDER shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of work pursuant to this Contract until the same shall have been completed and accepted.

PROVIDER shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order. The PROVIDER shall give to the proper authorities all required notices relating to the work, obtain all official permits and licenses and pay all proper fees. PROVIDER shall make good any injury that may have occurred to any structure or utility in consequence of the work.

In any and all claims against the County or its officers, agents, employees or representatives by any employee of the PROVIDER, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, the indemnification obligation under the indemnity obligations shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the PROVIDER or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

XXV. Number of Originals. This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

XXVI. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

XXVII. Insurance. Prior to performing services pursuant to this Contract, PROVIDER shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The worker's compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should PROVIDER fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this

Contract immediately without further action, or hold PROVIDER in material default and pursue any and all remedies available.

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

COUNTY

_____

JAMES E. BALL / Date
Chairman

ATTEST:

_____

ROGER H. RENDLEMAN/ Date
County Administrator

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that, James E. Ball, whose name as Chairman of Baldwin County Commission, and Roger H. Rendleman, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the _____ day of _____, 2026.

_____

Notary Public
My Commission Expires

**SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW**

PROVIDER

***Insert Provider Name***

_____/_____
By _____/Date
Its _____

State of Alabama)

County of _____)

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

GIVEN under my hand and seal on this the _____ day of _____, 2026.

_____
Notary Public
My Commission Expires

## CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ''Disclosure of Lobbying Activities,'' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ''Disclosure of Lobbying Activities,'' in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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|---|
| * APPLICANT'S ORGANIZATION |
| * PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE<br>Prefix: * First Name: Middle Name:<br>* Last Name: Suffix:<br>* Title: |
| * SIGNATURE: * DATE: |