

NEWFIELDS PUBLIC NOTICE

The Town of Newfields New Hampshire will be accepting sealed proposals for a town wide **Mosquito Larvacide Program**.

Sealed proposals must be submitted to the Town of Newfields Clerk's office no later than 2:00 p.m. on Friday, May 1st, 2020. The proposals will be opened and publicly read on Monday, May 4th at 12:00 noon at the Town Clerks Office at Main Street, Newfields, NH. All interested parties are invited to attend.

Newfields Select Board

INVITATION TO BID

Bid Issuance Date: April 1, 2020

Project Name: Mosquito Larvicide Program

Location: Newfields, New Hampshire

Description: Mosquito larvicide services for Newfields, NH

Bid Submission Deadline: 2:00PM on May 1st, 2020

Number of Bid Copies to be Submitted: 3

Bid Opening: Monday, May 4th, 2020
12:00 noon at Town Clerks Office

Bids Submitted to: Town of Newfields, Main Street, Newfields NH 03856

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SECTION I INTRODUCTION

A. DEFINITIONS

The following words and phrases, when used in this Request for Proposal document shall have the meanings as specified herein.

ADULTICIDE:

A type of pesticide used to kill adult mosquitoes

ARBOVIRUS:

An Arthropod-Borne virus is “vector” -borne; that is, transmitted by the bite of an infected arthropod such as a mosquito or a tick. Examples include West Nile virus(WNV), St. Louis encephalitis virus (SLE), and western equine encephalomyelitis virus (WEE). Many of the mosquitoes responsible for transmission of these viruses do exist in Idaho.

AVIAN SURVEILLANCE:

Monitoring of the bird population for presence of a disease

BIDDER:

The person, firm, or corporation submitting a bid.

CULEX

Species of mosquito that are a major vector for West Nile virus.

EPIZOOTIC:

An outbreak of a disease in an animal population.

EPIDEMIC:

An outbreak of a disease in humans.

INTEGRATED MOSQUITO MANAGEMENT PROGRAM:

(IMMP) A tiered approach to decision making and mosquito population control, including mosquito identification, development site location, site reduction or removal, larviciding, adulticiding and public education.

LARVAE:

Immature mosquitoes; stage which hatches from the egg, prior to adult stage

LARVICIDE:

A type of pesticide used to eradicate immature mosquitoes (larvae)

OUTBREAK:

A material increase in frequency or distribution of a disease

VECTOR:

A carrier, such as a mosquito or tick, transferring disease among animals or humans through a bite or scratch

B. REQUEST FOR PROPOSAL

The purpose of this RFP is to solicit competitive, sealed, proposals for the operation of a mosquito abatement program for calendar year 2020 in Newfields, NH under the direction of the Town of Newfields Selectboard.

The Bidder desiring to furnish a quotation for such services shall submit a sealed proposal in accordance with the specifications outlined herein.

C. INVESTIGATION BY PROSPECTIVE BIDDERS

It shall be the responsibility of the Bidder to thoroughly read and understand the information, instructions, specifications and requirements. Bidders are expected to fully inform themselves as to the requirements for the provision of the specified goods or services before submitting bids. Failure to do so is at the Bidder's own risk. No plea of error or plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements. The Town of Newfields will assume the submission of the bid means the Bidder has familiarized itself with all conditions, requirements and specifications, and intends to comply with them unless specifically noted otherwise in writing.

D. PROPER COMPLETION OF BID DOCUMENTS

Bid documents must be signed by an officer or employee of the Bidder having the authority to bind the company or firm by signature. All signatures must be properly done in ink in the proper spaces.

All blanks on documents must be correctly filled in, using ink or entered in typed form. Any erasures and error corrections must be initialed in ink.

E. PROPOSAL DELIVERY REQUIREMENTS

Sealed proposals must be received at the Newfields Town Clerks Office, no later than 2:00 pm on May 1st, 2020. The sealed bids that arrive at or prior to the deadline will be opened publicly on Monday, May 4th at 12:00 noon at the Newfields Town Clerks Office. Sealed envelopes should be clearly labeled "**Mosquito Larvicide Proposal**". Facsimile machine transmitted proposals will not be accepted. If sent by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed to the Newfields Town Clerk at the location stated in this paragraph.

Proposals received prior to the time of opening will be securely kept, unopened. Proposals arriving after the specified date and time, whether sent by mail, courier, or in person, will not be accepted and will either be refused or returned unopened. Mailed proposals which are delivered after the specified time and date will not be accepted regardless of the postmarked date or time on the envelope.

F. PROPOSAL SECURITY

Not required.

G. WITHDRAWAL OF PROPOSALS, DECLINATIONS

The Selectboard may grant a request of withdrawal if a written request is received prior to the specified time of bid opening. After the bid opening, the Bidder cannot withdraw or cancel its bid proposal for a period of 60 calendar days, and such bid will be binding during that time. Prospective Bidders that decline to submit a bid are requested to so notify the Town of Newfields if they would like their name to be kept on a future bidding list. However, this is not mandatory.

H. COMPETENCY OF BIDDERS

The Selectboard will not construe the opening and reading of proposals as acceptance. The Selectboard reserves the right to determine the competence, as well as the financial and operational capacity of any Bidder. Upon request of the Selectboard, the Bidder shall furnish evidence as may be required by the Selectboard to evaluate its ability and resources to accomplish the services required by the specifications therein.

I. NON-ACCEPTANCE OF BIDS

No bid shall be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or is in default to the Town of Newfields upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Town of Newfields, or who has failed to faithfully perform any previous contract with the Town of Newfields.

J. MINIMUM SPECIFICATIONS

The specifications included in this package describe the services that the Selectboard feels are necessary to meet the performance requirements of the Town of Newfields, and shall be considered the minimum standards expected of the Bidder. The specifications are not intended to exclude potential Bidders, and alternatives to these specifications may be indicated if the proposed alternatives are equal to or greater than what is required by these specifications. All alternatives shall be separately listed, and a justification shall be stated for each alternative. The Bidder shall use Appendix 1, Schedule of Alternatives and Deviations, for listing proposed alternatives.

If the Bidder is unable to meet any of the specifications as outlined therein, it shall also separately list all requested deviations from the specifications, with justifications attached for each deviation. The Bidder shall use Appendix 1, Schedule of Alternatives and Deviations, for listing proposed deviations. If the Bidder does not indicate alternatives to or deviations from the specifications, the Selectboard shall assume it is able to fully comply with these specifications. The Selectboard shall be the sole and final judge of compliance with all specifications.

The Selectboard further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations, and to negotiate the effects and costs of such alternatives and deviations prior to reaching a decision regarding the award of the contract. The Selectboard shall also be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service.

The Selectboard further reserves the right to change or clarify bid specifications during the bidding process and to disseminate to all Bidders notice of all adjustments.

K. SCOPE OF WORK

The Bidder shall be responsible for performing all work as outlined in the specifications herein and shall provide and furnish all labor, materials, equipment and supplies, vehicles and transportation services required to perform and complete the work in strict accordance with the RFP document. The proposal shall contain information sufficient for evaluation including but not limited to the following:

1. Shall list the official Legal Registered Name of company/entity.
2. Shall provide d/b/a Name, if different from legal name.
3. Shall provide the mailing address and physical address.
4. Shall provide a list of all owners, partners and/or officers.
5. Shall designate the principal contact with contact telephone numbers.
6. Shall provide a list of planned employees' positions and designate as full-time or part-time.
7. Shall provide experience, qualifications, education and certifications of principal contact of supervisory employees
9. Shall provide proof of a current State of New Hampshire pesticide applicator license for each of the applicators who will apply or direct the use of pesticides.
10. Shall provide a narrative of the methods the contractor will utilize to maintain compliance with all regulatory requirements including the NPDES and Clean Water Act.
11. Shall provide a copy of all current contracts and its respective contact person.

14. Shall provide a description of their efficacy testing that will be done once each year for each chemical routinely used by the contractor to control mosquitoes.
17. Shall provide a description for their local insecticide storage facilities, insecticide handling and loading equipment and procedures, transfer equipment and procedures, spill containment methods and materials, and application equipment. This information shall also include communications and weather monitoring equipment that will be used.
19. Shall provide proof of the following current insurance types with minimum limits of \$1,000,000.00 for each General Liability and Auto Liability. They shall also provide proof of Worker's Compensation insurance in accordance with State guidelines.
20. Shall provide a written narrative of methodology of the proposed mosquito program including but not limited to surveillance, and larviciding, including the names of the insecticides that they anticipate using.
22. Program shall cover the Town of Newfields, New Hampshire

L. CONTRACT DOCUMENT

It is the express intent of the Selectboard that all specifications as outlined in this Request for Proposal Document, including any addenda items which are issued, shall be incorporated as a commitment by the successful Bidder.

M. PROPOSAL MEETING

No pre-bid meeting is scheduled. For job specific questions, please contact XXXX

N. REFERENCES

The Bidder shall provide at least three Municipal client references in accordance with Appendix 2.

O. REJECTION AND WAIVERS

The Selectboard unequivocally reserves the sole right to reject any and all bids; waive formalities, technical deficiencies and irregularities; solicit new bids; or otherwise solicit proposals or quotations if some other manner of negotiation better serves its interests. Its decision shall be final and shall not be subject to recourse by any person, firm, or corporation.

P. ALTERNATES AND SUBSTITUTES

The Selectboard unequivocally reserves the sole right to accept or reject any and all alternatives and to judge whether or not any alternate or substitute is of equivalent or better quality. Its decision shall be final and shall not be subject to recourse by any person, firm, or corporation.

Q. AWARD OF CONTRACT

1. PROPOSAL EVALUATION CRITERIA –

- a. Experience and Qualifications**
- b. Experience Providing Similar Services**
- c. Available Resources to Complete the Project**
- d. Price Proposal**

2. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal shall be submitted in the same order as requested and must contain, at a minimum, the following:

a. EXPERIENCE AND QUALIFICATIONS

- Provide experience and qualifications of key individual(s) including any licenses, registrations, or certifications applicable to the proposed work.
- Describe in detail your approach to providing these services.
- Identify the internal policies and procedures that will be used to assure professional completion of the required services.

b. EXPERIENCE PROVIDING SIMILAR SERVICES

- Provide applicable experience with providing similar services.
- Identify scope and location of similar services.
- List specific references that will be contacted and evaluated.
- List specific references that will be contacted and evaluated.

c. AVAILABLE RESOURCES TO COMPLETE SERVICES

- Describe the analytical tools, resources or methodologies you will use.
- Indicate the availability of the resources.
- Describe internal measures that will be used to ensure professional completion.
- Describe how you will track and report on the location of larvicide application, volume of pesticide used

d. PRICE PROPOSAL

- The Price Proposal shall contain the proposed price for performing the work specified in the solicitation.
- Numbers shall be stated both in writing and in figures.
- The Price Proposal shall be without interlineations, alterations, or erasures.
- The prices are to include the furnishing of all materials, equipment, supplies, and all other facilities, and the performance of all labor and services necessary or proper for the completion of this Project.
- In case of a discrepancy between written words and figures in the Price Proposal, the amount stated in written words shall govern. All of the above factors will be considered as elements of a responsible bid at the sole discretion of the Selectboard. The Selectboard's decision shall be final and not subject to recourse by any person, firm, or corporation.

R. SAMPLES AND DEMONSTRATIONS

Not Required

S. PRICING AND TAXES

Prices shall not include any local, state, or federal taxes.

T. ERRORS IN BIDS

When an error is made in extending total prices in a bid when a bid consists of both unit prices and totals, the unit bid price shall govern. Otherwise, the Bidder is not relieved from errors in bid preparation.

Should a Bidder find any discrepancies in, or omissions from any of the documents, or be in doubt as to the meaning, he shall advise the Selectboard in writing, who will issue necessary clarifications to

any prospective Bidders. This will be completed by means of an addendum or revision to performance specifications, if received within five (5) days of the date in which the bids will be received.

SECTION II GENERAL REQUIREMENTS

A. INSURANCE and INDEMNIFICATION

The Bidder shall procure and maintain for the duration of the Contract insurance against claims for injuries, persons, or damage to property which may arise from or in conjunction with the performance of work hereunder by the Bidder, his agents, representatives, employees, or subcontractors.

The Bidder shall maintain insurance coverage to cover foreseeable events as judged by the board:

- 1 Worker's compensation coverage in accordance with State guidelines.
- 2 Auto Liability Insurance of at least \$1,000,000.
- 3 General Liability Insurance for all operations of at least \$1,000,000.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the Selectboard.

Indemnity Hold Harmless Provision: To the fullest extent permitted by law, the Bidder hereby agrees to defend, indemnify and hold harmless the Town of Newfields, its officials, agents and employees against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments (including deficiencies and interest), costs and expenses which may in any way accrue against the Town of Newfields, its officials, agents and employees arising in whole or in part or in consequence of the performance of this work by the Bidder, its employees or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Town of Newfields, its agents or employees, and pay for all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment, including any deficiency and interest, shall be rendered against the Town of Newfields, its officials, agents or employees, any such action, the Bidder shall, at its own expense, satisfy and discharge same. This indemnity hold harmless provision shall be applicable to any action or claim under this paragraph, and it shall also include any action of law or equity brought by any party against the Town of Newfields under federal or state law in an effort to set aside the contract. The Bidder expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Bidder shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the member, its officials, agents, and employees as herein provided.

Verification of Coverage: The Bidder shall furnish with the Town of Newfields certificates of insurance naming the Town of Newfields, its officials, agents, employees, and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. Certificates and endorsements for each insurance policy shall be signed by a person authorized by that insured to buying coverage on its behalf. The additional insured endorsement shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement. The Town of Newfields reserves the right to request fully certified copies of insurance policies and endorsements.

B. LICENSE AND TAXES

The Bidder shall be responsible for obtaining all licenses and permits necessary for the successful

performance of the contract. The Bidder shall also pay all federal, state, and local taxes, including sales tax, social security, workers compensation, unemployment insurance and any other tax which may be chargeable against labor, material, equipment, or real estate.

C. IRREVOCABLE LETTER OF CREDIT

Not Required.

D. CONTINGENCY

Not Required.

E. INDEPENDENT CONTRACTOR

The Bidder acknowledges that it is an independent contractor and that none of its employees, agents or assigns are employees of the Town of Newfields. The Bidder shall be solely responsible for all unemployment, social security and other payroll tax payments required by law or union contract.

F. COMPLIANCE WITH APPLICABLE LAWS

1 The Bidder shall comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations governing the Project and during the term of the contract.

G. NON-ASSIGNMENT

The Bidder shall not assign or subcontract any rights or interests under the contract or any part thereof to any other person, firm, or corporation without the prior written consent of the Town of Newfields.

H. PENALTIES AND FINES

The Bidder shall be solely liable for all fines and penalties imposed by any governmental agency resulting from the Bidder's performance or its failure to perform its duties and obligations under the contract.

I. PROGRESS

The Bidder shall provide the Town of Newfields monthly and an annual statement of work.

J. NOTIFICATION

Official notifications shall be made in writing and addressed to the Town of Newfields as follows: Newfields Selectboard, Town of Newfields, Main Street, Newfields, NH 03856

K. BID CERTIFICATION FORM

All bids shall be accompanied by a completed Bid Certification Form, which is attached as Appendix 3.

SECTION III SPECIFICATIONS

General

A. The period of the contract shall be from May 15th, 2020, to December 31, 2020, with the option to renew the contract for two additional one year periods, totaling 3 years. The Town of Newfields retains the right to cancel the contract at any time. A Bidder shall state the time in days from date of award within which an Mosquito Larvicide Plan as described in ¶ III.H.1) and field operations will be initiated.

B. Bidder must provide a listing of any additional services provided within the proposal or services described in the RFP that will not be provided.

C. If at any time the service provided is deemed not satisfactory by the Town of Newfields, the Bidder shall rectify the issue within twenty-four hours from notification or within a time specified by the Town of Newfields representative. The Bidder shall correct the deficiencies to the satisfaction of the Town's representative. Failure to remedy the situation in a timely manner can be considered default of the contract.

D. The Town of Newfields reserves the right to cancel the contract without its incurring any additional liability with a thirty-day written notice.

E. The Town of Newfields reserves the right to require the Bidder to remove any employees the Town may reasonably determine to be unsatisfactory to perform the work as specified.

F. The Bidder shall make a point of contact available by telephone during regular business hours. The point of contact shall have authority to make decisions binding the Bidder as it relates to this proposal.

G. Specific Work

1. Formulation of an Mosquito Larvicide Program for the calendar 2020 that includes the entire area of the Town of Newfields. The plan is subject to the approval of the Newfields Selectboard. The Bidder will then be responsible for the execution of that plan.

2. The Bidder shall submit monthly reports to the Town of Newfields during months of operation and an annual report, at the end of the operational season.

(a) The monthly report shall include, but not be limited to:

- Brief narrative summary of general mosquito populations, disease activity and contractor's response. Any unusual conditions should be noted.
- Trap counts by location, species, and totals
- Monthly Work Report to include the following information by current month, last month and year-to-date:
 - Larviciding report to include larvicides used, location of larviciding, square footage of area treated with biolarvicide

b. The annual report shall include, but not be limited to, a compilation of the above information.

c. The Bidder shall provide state of the art equipment necessary and sufficient to the scope of work and shall provide a local manager and personnel adequately trained and supervised to carry out the scope of work in accordance with nationally accepted standards for such work.

d. The Bidder will receive information previously acquired by local agencies and supplement this information as necessary by field surveys to make and maintain a complete GPS habitat database of potential major mosquito habitat within the Town of Newfields ("Habitat Database"). This information shall be continuously available to the Town. The Habitat Database shall identify and map immature habitats by season and document them. As more information is acquired, the database shall be maintained current. The database will be the property of the Town of Newfields.

g. The Bidder shall provide to the Town of Newfields monthly and annual program reports.

m. All data collected and utilized in the operation of the program is the property of the Town of Newfields.

3. Surveillance and Inspection

The description of larval and adult inspection and surveillance techniques provided is not intended to exclude additional techniques; rather it is intended to represent the base level of service. The surveillance shall be sufficient to characterize the population and species in the County. If arboviruses are detected in the County or an area where an imminent threat to the County exists, increased surveillance shall be conducted to enable effective chemical control.

(a) Mosquito Larvae

Inspectors must locate and map using GPS technology known mosquito breeding sites. Any additional sites suggested by or identified by the County or service requests will be recorded. Resulting data will be used in subsequent larviciding and/or adulticiding programs. The Bidder will notify the Town, of breeding sites such as clogged ditches which may need repair or other source reduction interventions.

Inspection for mosquito larvae must be conducted using standard mosquito survey techniques. Representative samples from each breeding site must be collected and identified as to genus. Fourth instar larvae must be identified as to genus and species whenever practical. Resulting data will be used in determining larvicide and adulticide needs as well as in evaluation of said treatment.

(b) Mosquito Adults

Surveillance for adult mosquitoes will be conducted primarily through the use of standard trapping techniques. Number of traps, placement and frequency of placement will be determined in discussion with Town of Newfields and will be based on the weather conditions and the presence of disease vectors in the area. Trap collections will be identified as to genus, species and gender.

(c) Disease Surveillance

The contractor agrees to conduct disease surveillance for West Nile Virus, Encephalitis and other mosquito borne disease as may be needed. The Contractor shall provide all equipment supplies, personnel, and other items necessary to conduct this program. Samples will be taken weekly and tested, at a minimum, during of period of June through October and may be expanded if conditions warrant. Samples shall be taken from representative areas of the Town.

5. Chemical control measures shall be performed.

Chemical control operations shall meet or exceed the requirements of all agencies having jurisdiction over such operations.

The location and extent of chemical control applications shall be documented and reported to the Town.

All materials used in chemical control shall be federally approved and permitted by all agencies having jurisdiction, and shall be based upon best practices of the pest control profession.

Workers shall be trained and certified in effective and safe use of such materials according to all applicable statutes and regulations.

If arboviruses are detected in the Town or an area where an imminent threat to the Town exists, increased chemical control may be applied to minimize the threat.

a. Larviciding Application of larvicide or pupacide as appropriate to sites where health threats may exist, where there are significant mosquito populations, and where larval populations will be expected to cause adult populations important to health or human activities, as guided by surveillance results.

Application methods should include hand application, vehicle mounted application or air application as appropriate.

Larvicides and pupacides shall be chosen to limit environmental impacts to the greatest extent possible.

SECTION IV

APPENDIX 1

SCHEDULE OF ALTERATIONS AND DEVIATIONS

Please list any proposed alternative or deviation to the minimum standards outlined in this Request for Proposal document.

SECTION PARAGRAPH EXPLANATION OF ALTERNATIVE / DEVIATION

Signature & Date: _____

APPENDIX 2 MUNICIPAL REFERENCE SCHEDULE

List three references for the past 2 years.

Company Name _____

Contact Name _____

Phone Number _____

Company Name _____

Contact Name _____

Phone Number _____

Company Name _____

Contact Name _____

Phone Number _____

APPENDIX 3 BID CERTIFICATION FORM

Total Contract Price for Calendar year 2020:

The undersigned, being an authorized representative of the Bidder, hereby certifies that the Bidder agrees to all the terms in this Request for Proposal. The undersigned hereby also certifies that this bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder or person, to put in a sham bid or to refrain from submitting a bid; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said bid, or that of any other Bidder, or to secure any advantage against any other Bidder or any person interested in the proposed contract. The undersigned hereby also certifies that the bid complies with all applicable federal, state, and local laws.

Dated at this day of , 2020 .

Company
Name:

By: (Signature)
Its:

Address:
City, State &
Zip:

(Title) Phone:

Fax: