

REQUEST FOR PROPOSAL  
FOR  
POST DISASTER AERIAL MOSQUITO  
CONTROL

ISSUE DATE: June 9, 2021

DUE DATE: June 23, 2021

1. INTRODUCTION

Brunswick County is soliciting proposals for aerial adulticide of mosquitoes for the County and its municipalities. The contractor is expected to be highly knowledgeable in Federal Aviation Administration regulations, guidelines, and operating policies. The contractor will serve as an advisor and support the County through a disaster recovery effort.

2. PROJECT OVERVIEW

Brunswick County, North Carolina is located in the southernmost region of the state along the NC/SC border. The County is bordered on the west by South Carolina, the north by Columbus County, the east by New Hanover County, and the south by the Atlantic Ocean. The County is one of the largest counties in the state with a land area of approximately 856 square miles. The County has 19 municipalities. The last known fulltime population of Brunswick County is 142,820, however, during the summer this number swells to approximately 250,000. The safety of residents during and after a disaster is a top priority for Brunswick County Government. Part of ensuring the safety of disione of tpprhernd a durhe sck fhehetng ar-2 (s(di)-2 (s)-23)21((a)4 (s)-1 (t)--6 )-4 (s)-5 (

3. SCOPE OF WORK

Brunswick County has established the following objectives for this project. Any changes



thereafter on a daily basis. Contractor must comply with all FAA rules and regulations.

- f* After every spray mission, the contractor must provide Brunswick County with the following information:
  - o The flight path, date and times that each application was made
  - o Provide a global positioning system (GPS) map of the treated area in the format of a shapefile, congruent with Arch map or ESRI.

#### Special Aircraft Equipment:

- f* The following equipment must be present on the aircraft for monitoring location(s) of spray applications and the amount of insecticide applied:
  - o A GPS system capable of automatically recording spray swath width and length for location(s) of treatment.
  - o A device capable of automatically measuring and recording application rates and providing printed record of this application shall be used to monitor the insecticide amounts being sprayed.
  - o Weather equipment capable of automatically measuring wind speed and direction at ground level and actual spray elevation.
  - o Flight guidance with offset technologies.
  - o Aircraft must be equipped with spray optimization and guidance software that includes real time meteorological data at the release height to optimize the treatment.
  - o All aircraft shall have Micronair AU4000 Atomiser's or equivalent. The contractor shall provide the equivalent rotary atomizer specifications on all aircraft to be used.
- f* The contractor's planes must be multi-engine fixed winged aircraft equipped with ultra-low volume (ULV) dispersal of insecticides and certified to fly in congested air space and meet all FAA requirements.
- f* The contractor shall have an approved Congested Area Plan (CAP).
- f* Contractor must be FAA Part 137 compliant and exempt from dumping the load (fuel or insecticide) over congested areas.
- f* Brunswick County will supply the contractor with spray maps of the areas to be treated, the calculated number of acres within these spray block and any special provisions. Contractor may only spray in approved areas denoted on spray maps provided by Brunswick County. The date of commencement and date of completion of these services will be approved by Brunswick County.

Pilots:

- f* Pilots shall be equipped with at least military grade ANVIS nightvision goggles for use on all night time spray mission.
- f* Pilots must have a minimum of one thousand (1,000) hours as a pilot in command of fixed wing aircraft and five hundred (500) hours of mosquito adulticiding flight experience.

4. PROPOSAL DEADLINE five

- f Any assistance requirements from Brunswick County.
- f A detailed company description and history, including the areas of expertise related to the project
- f A list of at least five (5) similar projects including the project approach, results and status. References for each of these five (5) similar projects including the contact person, address, email address and telephone number.
- f The contractor shall provide a description of the company's ability to handle multiple contractual obligations in the event of a regional or statewide disaster involving several public entity clients under contract for similar support.
- f The contractor shall provide a written emergency response action plan identifying action steps in the event of an emergency/accident or a chemical release/dump.
- f The contractor shall provide with the proposal and at the time of activation of the contract a list of the individuals that are North Carolina Aerial Pesticide Applicators licensed
- f The contractor shall provide the name of the GPS system available for use.
- f The contractor shall provide the name of the system that will be used to monitor the insecticide amounts being sprayed.
- f The contractor shall provide the name of the system that will be used to measure wind speed, direction at ground level and actual spray elevation.
- f The contractor shall provide the name of the flight guidance system that will be used
- f The contractor shall provide the name of the spray optimization and guidance software equipped on the aircraft that will be used
- f The contractor shall provide the number of multi-engine fixed winged aircraft equipped with ultralow volume (ULV) dispersal of insecticides that are available for use.
- f The contractor shall provide the number of planes they expect to provide if awarded the contract and it is activated for the entire 323,000 acres.
- f The contractor shall provide the number of sets of military grade ANVIS night vision goggles that are available for use.
- f The contractor shall provide the number of pilots available for these services.
- f Certificate of Insurance as evidence that contractor meets the County's Minimum Insurance Requirements attached hereto.

Contractors shall provide documentation sufficient to clearly demonstrate that their firm meets or exceeds the requirements set forth in this Request for Proposal. Failure to provide such documentation may result in the proposal being deemed unresponsive.

In addition to the foregoing, Brunswick County reserves the right to request financial information for any contractor in order to support the viability of the contractor

Those interested should submit one (1) copy of the proposal. Proposals may be mailed, hand delivered or emailed to the following:

Mail: Brunswick County Operation Services  
Attn: Abram Young  
PO Box 249  
179 March 9, 1764 Drive NE  
Bolivia, NC 28422

Hand Delivery: Brunswick County Operation Services  
Attn: Abram Young  
179 March 9, 1964 Drive NE  
Bolivia, NC 28422

Email: [abram.young@brunswickcountync.gov](mailto:abram.young@brunswickcountync.gov)

Proposals must be received no later than 4:00pm ET on June 23, 2021. Brunswick County will not be responsible for the failure of any mail or delivery service to deliver a proposal prior to the stated date and time. Regardless of the manner of submission, any proposal received after the stated date and time will not be considered. Incomplete proposals or proposals inconsistent with the required format may be disqualified from consideration.

## 5. EXPENSES

Brunswick County will not be responsible for any costs or expenses incurred by the contractor in submitting a proposal or for any other activities associated with this procurement. Further, Brunswick County reserves the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement even if the Board of Commissioners has formally accepted the recommendation.

5.



7. QUESTIONS/ADDENDA

Questions or requests for further information regarding this Request for Proposal shall be submitted in writing to the attention of Abram Young, Project Coordinator, Box 249, Bolivia, NC 28422 or by email to [abram.young@brunswickcountync.gov](mailto:abram.young@brunswickcountync.gov) no later than 4:00pm ET on June 16, 2021. A copy of all questions, further clarifications and answers will be made in the form of an Addendum to this Request for Proposal and will be provided to all contractors and posted on the County's website.

Contractors are expressly prohibited from contacting any Brunswick County official or employee regarding this Request for Proposal except in the manner noted in this section. A violation of this provision is grounds for the immediate disqualification of the contractor.

8. FORM OF AGREEMENT

In addition to the terms and conditions contained in this Request for Proposal, by submitting a proposal, contractor selected agrees to enter into and be bound by the provisions of a Services Agreement in substantially the form attached hereto and incorporated herein by reference. To the extent that any of the terms of this Request for Proposal and the terms of the Services Agreement conflict, the terms of the Services Agreement shall prevail. No work shall commence until an agreement has been fully executed by the parties. Unless otherwise approved by Brunswick County, the contractor must begin performing services within thirty (30) days after an agreement is signed.

9. INSURANCE

Contractor and any of its approved subcontractors must procure and maintain in full force and effect during the term of any agreement with Brunswick County, the renewal of any agreement with Brunswick County, the insurance coverage set forth in the Minimum Insurance Requirements attached hereto and incorporated herein by reference.

In the event contractor or any of its approved subcontractors fails to maintain insurance as outlined herein, Brunswick County may, at its option, obtain the required insurance at the expense of the contractor.

10. PROPOSAL CONDITIONS

10.1 Submission of a proposal indicates explicit acceptance by the contractor of the terms and conditions contained in this Request for Proposal and any attachments hereto. Brunswick County reserves the right to reject without prejudice or

any or all proposals Brunswick County reserves the right to waive informalities or to amend the specifications of this Request for Proposal and request new proposals at any time prior to the award of a contract. All decisions of Brunswick County shall be final and binding.

10.2 The contractor shall supply the following:

f A single point of contact through proposal acceptance Brunswick County will communicate solely through this contact regarding all issues relating to the proposal through acceptance.

f A single Project Manager after acceptance dedicated and available for the entire duration of the project. The Project Manager may only be replaced upon approval by, or at the request of Brunswick County. At a minimum, the contractor's Project Manager shall be responsible for oversight and management of the Scope of Work as outlined above.

## 11. CONSIDERATION OF WITHDRAWAL

### 11.1 Withdrawal

After submission, no proposal may be withdrawn by the contractor for a period of ninety (90) days following the opening date. Until that time, the proposal will remain firm and irrevocable and any required bond will be forfeited.

## 12. AWARD

Brunswick County reserves the right to award a contract, based on initial proposals received from contractors, without discussion and without conducting further negotiations. Brunswick County may also, in its sole discretion, initiate further discussions with contractors that it deems to fall within a competitive range. Award shall be made to the contractor who Brunswick County deems submits the best overall proposal. Brunswick County shall not be deemed to have finally selected a contractor until a contract has been successfully negotiated and signed by both parties. The contract term is intended to be a one (1) year with four (4) automatic renewal options, for a total maximum contract term of five (5) years.

## 13. NON-DISCLOSURE OF INFORMATION

Contractor

recommendations, specifications and other data as confidential. Contractors agents shall not disclose or communicate any information to a third party or use such information in advertising, propaganda and/or in another job or jobs, unless prior written consent is obtained from Brunswick County.

14. NORTH CAROLINA PUBLIC RECORDS

All proposals received by Brunswick County shall be considered public information subject to lawful disclosure under North Carolina Public Records Law. Any proposal material deemed by the contractor to constitute either proprietary or trade secret material shall be designated as such, and each page of a page containing such material shall be so marked by the contractor. In addition, it shall be the sole responsibility of the contractor to demonstrate to a court of competent jurisdiction that the designation is proper. Brunswick County shall not make public any material determined by a court of competent jurisdiction to be proprietary or trade secret. Contractor hereby agrees to indemnify and hold Brunswick County harmless from any and all claims, suits, damages, penalties or expenses arising out of contractor proprietary or trade secret designation.

15. ADDITIONAL SERVICES

Brunswick County reserves the right to negotiate additional services with contractor at any time after the initial contract award.

16. DISCLAIMER OF FEDERAL GOVERNMENT OBLIGATIONS OR LIABILITY

If applicable, the contractor and any subcontractors acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of a contract in connection with this Request for Proposal, the express written consent by the Federal Government, Federal Government is not a party to this

17. FEDERAL UNI FORM GUIDANCE

If funding for this procurement is from a federal source, whether in whole or in part, the following provisions also apply, pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

- f* Equal Employment Opportunity (41 C.F.R. Part 60)
- f* Davis-Bacon Act (40 U.S.C. 3143-3148)
- f* Copeland “AntiKickback” Act (40 U.S.C. 3145)
- f* Contract Work Hours and Safety Standards Act (40 U.S.C. 3708)
- f* Clean Air Act (42 U.S.C. 7401-7671q)
- f* Federal Water Pollution Control Act (33 U.S.C. 1251-1387)
- f* Debarment and Suspension (Executive Orders 12549 and 12689)
- f* Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
- f* Procurement of Recovered Materials (2 C.F.R. § 200.322)
- f* Record Retention Requirements (2 C.F.R. § 200.324)

18. ENERGY CONSERVATION REQUIREMENTS

Pursuant to 42 U.S.C. 6321 et seq, the contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy .45 0 /MCID 22 >7o ener. (t)-2 (oAo A)2 (c)4 (tco)-4 (n)-4 (t)-6 (ai8Tw 0.46 05h87 /MCID 22 >7

Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government in whole or in part with Federal assistance.

## 21. DRUG-FREE WORK PLACE

The contractor shall adhere to the Federal Drug Free Workplace requirements as outlined in 2 C.F.R. §182. Contractor shall make good faith efforts to maintain a drug free workplace, publish a workplace statement and establish drug awareness programs for employees. Contractor should take action concerning employees who are convicted of violating drug statutes in the workplace. Contractor shall contact Brunswick County if contractor cannot adhere to the requirements of the Federal Regulations noted above. Failure to comply with said provisions shall be considered a breach of contract.

## 22. CERTIFICATION

Contractor hereby certifies that it has carefully examined this Request for Proposal and all attachments hereto that it understands and accepts all terms and conditions and the scope of work, and that it has knowledge and expertise to complete the project. By submitting a proposal, contractor certifies that its proposal is in all respects fair and without collusion or fraud.





- (2) Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- (3) No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement;
- (4) Provider shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;
- (5) Provider will perform all Services in conformity with the specifications and requirements of this Agreement;
- (6) The Services provided by Provider under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third party rights (including without limitation non-compete agreements);
- (7) Provider shall exercise reasonable care and diligence when performing the Services hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said Services;
- (8) Provider acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the Services, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and
- (9) Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall









may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder. Providers shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Provider shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

(3) SETOFF. Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.

(4) OTHER REMEDIES. Upon breach of this Agreement, each party may seek all legal

available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) Provider will, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) Provider will not discharge or in any other manner discriminate against an employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Provider's legal duty to furnish information.
- (4) Provider will send to each labor union or representative of workers with which he has

unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Provider will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Provider becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Provider may request the United States to enter into such litigation to protect the interests of the United States.

## 27. COMPLIANCE WITH THE COPELAND "ANTI -KICKBACK" ACT

- (1) Provider. If applicable, Provider shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
- (2) Subcontracts. If applicable, Provider or subcontractor shall insert in any subcontracts

(2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3)



Labor withheld or cause to be withheld, from any moneys payable on account of work performed by Provider or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federal contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) Subcontracts. Provider or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

### 32. COMPLIANCE WITH E -VERIFY PROGRAM

Pursuant to N.C.S. § 143-33.3, Provider understands that it is a requirement of this Agreement that Provider and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Provider agrees that, unless it tA<m



### 38. GOVERNMENTAL IMMUNITY

County, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

### 39. NON-WAIVER

Failure by County at any time to require the performance by Provider of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

### 40. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

### 41. HEADINGS

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

### 42. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provisi

(2) EFFECTIVE DATE OF NOTICES. Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal

## 45. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 658.1 et seq.) and the Uniform Electronic Transactions Act -

EXHIBIT "A"  
PROPOSAL/STATEMENT OF WORK/SCOPE OF SERVICES

# MINIMUM INSURANCE REQUIREMENTS

## BRUNSWICK COUNTY MINIMUM INSURANCE COVERAGE REQUIREMENTS







CONTRACTOR INFORMATION

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Federal I.D. No. \_\_\_\_\_

SDBE, Minority or Woman Owned Business Enterprise \_\_\_\_\_ Yes \_\_\_\_\_ No

Proposal Submitted By: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

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

Date: \_\_\_\_\_