

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

**ADD ON**

AGENDA ITEM SUMMARY

Meeting Date: July 12, 2016

(☒) Consent

( ) Workshop



Regular

(☐) Public Hearing

Department:

Submitted By: Environmental Resources Management

Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) **accept** Purchase Order No. AF5E7B from The Department of Health (DOH), and any future purchase orders related to Executive Order Number 16-29, providing for domestic mosquito control services in response to a public health emergency;
- B) **approve** a budget amendment of \$89,001 in the General Fund to recognize DOH funding for Purchase Order No. AF5E7B; and
- C) **authorize** the Office of Financial Management & Budget to administratively amend the budget to recognize funding associated with additional purchase orders received from the State of Florida for mitigating the spread of the Zika virus.

**Summary:** DOH has issued a Statement of Work 15-292 (SOW) and Purchase Order No. AF5E7B for Palm Beach County Mosquito Control to provide domestic mosquito control services in response to the public health emergency due to the Zika virus. Future purchase orders are anticipated; however, the amount and timing are uncertain. Allowable expenses include personnel, equipment and pesticides used for biological and chemical control of larval and adult mosquitoes. Countywide (AH)

**Background and Justification:** The arrival of the mosquito-borne Zika virus places greater demand on existing mosquito control staff in finding potential breeding containers, educating residents and treating for adult mosquitoes. The mosquito which transmits Zika is a daytime-active container-breeding mosquito, requiring daytime inspection of properties, elimination of artificial breeding sites, hand fogging residences, immediate response to suspect cases, and public education. The additional funding resulting from Executive Order Number 16-29 will enable staff to be more responsive to suspected cases of Zika and eliminate the containers that become potential breeding sites.

**Attachments:**

1. Statement of Work 15-292
2. Purchase Order No. AF5E7B
3. Executive Order Number 16-29
4. Budget Amendment

Recommended by: 

Department Director

7/6/16

Date

Approved by: 

for Deputy County Administrator

7/8/16

Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>89,001</u>	_____	_____	_____	_____
External Revenues	<u>(89,001)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____	_____

# ADDITIONAL FTE  
POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes \_\_\_\_\_ No x

Budget Account No.: Fund 0001 Department 380 Unit 3243 Object various  
Program \_\_\_\_\_

### B. Recommended Sources of Funds/Summary of Fiscal Impact:


### C. Department Fiscal Review:

## III. REVIEW COMMENTS

### A. OFMB Fiscal and /or Contract Dev. and Control Comments:

  
OFMB 7/16/16  
  
Contract Development and Control  
7/8/16 TW

### B. Legal Sufficiency:

  
Anne Helgert 7/8/16  
Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
Department Director



## ATTACHMENT 1

The Department of Health  
Palm Beach County Board of County Commissioners  
Palm Beach County Mosquito Control  
Statement of Work  
Domestic Mosquito Control for Zika Virus  
SOW15-292

### **Section 1: Purpose**

This statement of work (SOW) is for Palm Beach County Mosquito Control to provide domestic mosquito control services in response to a public health emergency, Executive Order Number 16-29, to mitigate the spread of the Zika virus for Palm Beach County.

### **Section 2: Term**

The term of this SOW shall begin on July 1, 2016, or on the date which the order is issued, whichever is later. It shall end at midnight, Eastern Time, on July 31, 2016. The State of Florida's performance and obligation to pay under this purchase order is contingent upon annual appropriation by the Legislature and satisfactory performance of the Contractor.

### **Section 3: Location of Work**

The work site headquarters will be in West Palm Beach, FL, 33411, at the following location:

Palm Beach County Board of County Commissioners,  
Department of Environmental Resources Management (ERM),  
Mosquito Control  
2300 North Jog Rd, 4th Floor,  
West Palm Beach, Florida, 33411



The Department of Health  
Palm Beach County Board of County Commissioners  
Palm Beach County Mosquito Control  
Statement of Work  
Domestic Mosquito Control for Zika Virus  
SOW15-292

**Section 4: Contractor Responsibilities**

**4.1 Service Tasks** Contractor will perform the following tasks:

- 4.1.1 Operate county-wide domestic mosquito control program, in accordance with current county code, policies and procedures within Palm Beach County to provide effective and timely control of the Aedes Aegypti and Aedes Albopictus mosquito populations to reduce the spread of mosquito-borne diseases, specifically the Zika virus. This will be accomplished by performing the following sub-tasks:
- 4.1.1.1 Local healthcare professionals or the Department of Health, Bureau of Public Health Laboratories, will notify Palm Beach County Health Department of persons likely to have Zika virus infections.
  - 4.1.1.2 Upon notification from Palm Beach County Health Department, the contractor will be provided the location where the bite occurred and will be responsible for conducting a site visit to survey and treat the area within a 1/8 -mile radius.
  - 4.1.1.3 The Contractor will provide on-going vector control to areas identified by the county as known Aedes aegypti and Aedes albopictus mosquito breeding areas (areas with previous reported outbreaks or locally acquired illnesses or at high risk for outbreaks or local virus transmission).
- 4.1.2 Maintain the following records documenting performance of all required tasks and how funds are used:
- 4.1.2.1 Site visit documentation which includes surveillance data and related findings for each location treated.
  - 4.1.2.2 Expenditure documentation detailing how funds were used to perform required tasks. This report must categorize how the funds were spent (salary, supplies, etc.). Supporting documentation, such as invoices, proof of payment, and timesheets, must be maintained and available upon request to substantiate expenses claimed on the report.
  - 4.1.2.3 Allowable Mosquito Control Expenses include the following:
    - Personnel
    - Equipment and pesticides used for biological and chemical control of larval and adult mosquitoes
    - Aerial spraying (Larvicide only)
    - Mosquito surveillance supplies



The Department of Health  
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4.2 **Deliverables:** Contractor must complete the following deliverables in the time and manner specified.

4.2.1 Perform county-wide domestic mosquito control program services on a monthly basis as specified in Task 4.1.1. Submit site visit documentation and an expenditure report with each invoice as specified in Task 4.1.2.

**Section 5: Method of Payment**

A purchase order will be issued to the Contractor.

The Department shall pay the Contractor a fixed price fee of \$89,001 per month. Payment is contingent upon the availability of funds.

Of the total funds the amount allocation for each budget category is as follows: mosquito control personnel 30%, mosquito control equipment 30%, adulticide and larvicide 25% and surveillance supplies 15%.

The Contractor agrees to invoice the Department monthly for deliverable(s) performed during the invoice period using the forms provided in Attachment A.

The Contractor is responsible for the performance of all tasks and deliverables contained in this Statement of Work (SOW).

**Section 6: Restriction of Expenditures**

Items expressly prohibited from purchase with these contract funds include but are not limited to the following:

**Non-allowable Mosquito Control Expenses**

- Aerial spraying (Adulticide)
- Vehicles (including all-terrain vehicles)
- Virus surveillance supplies
- Traps (Traps are available upon request from the Department of Agriculture)
- Mosquito Testing (statewide viral testing of mosquitos is underway)



The Department of Health  
Palm Beach County Board of County Commissioners  
Palm Beach County Mosquito Control  
Statement of Work  
Domestic Mosquito Control for Zika Virus  
SOW15-292

- Marketing, Outreach, Education (statewide campaigns underway, additional assistance can be requested through the County Health Departments if needed).

**Section 7: Performance Measures and Financial Consequences**

All deliverables and related tasks must be 100 percent completed as specified. Failure to satisfactorily complete (OR SUBMIT) a deliverable in the time and manner specified will result in a reduction in the invoiced amount as indicated below.

Failure to provide deliverables identified in Section 4.2 in the time and manner specified will result in a reduction in payment of 95% for each specified deliverable not met.

**Section 8: Contract Manager**

The Contract Manager for this purchase order is:

Michelle Proctor, Budget Analyst  
Florida Department of Health  
Office of Budget and Revenue Management  
4052 Bald Cypress Way, Bin # B02  
Tallahassee, FL 32399 -1730.

Attachment A

Florida Department of Health Division of Emergency Preparedness and Community Support Expenditure Log		
Organization Name:		
FEIN #:		
Address:	Invoice Period:	
	Invoice #:	
Budget Category	Category Total	
Salaries and Benefits		
Chemicals		
Equipment		
Aerial Spraying (Larvicide)		
Mosquito Surveillance Supplies		
Total Invoice Amount		
<p>I certify that to the best of my knowledge and belief that the above cost are true and correct and reimbursement has not been previously requested.</p> <p>All expenditures have been made in accordance with the terms and conditions of the agreement and payment is now due.</p> <p>Authorized Signature: _____</p> <p>Name and Title: _____ Date: _____</p>		

Attachment A

DETAIL OF SALARY AND BENEFITS					
Organization Name:		Invoice Period:		Invoice #:	
Employee Name and Title	Hours Worked	Date(s) Worked	Date(s) Paid	Check Number	Amount Requested
SUBTOTALS:					
ADD ACTUAL COST OF BENEFITS FROM PAGE 3:					
TOTAL SALARY AND BENEFITS:					

Attachment A

DETAIL OF BENEFITS					
Organization Name:		Invoice Period:		Invoice #:	
Employee Name and Title	Retirement	FICA	Worker's Comp	Other	Total Benefits Charge to PO
TOTAL BENEFITS:					

Attachment A

DETAIL OF EXPENSES, CONTRACTUAL SERVICES					
Organization Name:		Invoice Period:		Invoice #:	
Expense/Contractual Services	Description of Expense/Service	Vendor/Payee	Date(s) Paid	Check Number	Amount
EXPENSES, CONTRACTUAL SERVICES COSTS:					

Attachment A

Surveillance Data Report				
Organization Name:		Reporting Period:		
Employee name	Site Visit/Location	Site Visit Date	Area Radius	Related Findings
<p>The individual signing below certifies that a site visit and/or surveillance was conducted on the date(s) above.</p> <p>Authorized Signature: _____</p> <p>Name and Title: _____ DATE: _____</p>				

**STATE OF FLORIDA, DEPARTMENT OF HEALTH (DOH)**  
**ORDER TERMS AND CONDITIONS**

The Department of Management Services (DMS) encourages agencies and eligible users to use the most current purchase order terms and conditions for all purchases made within MyFloridaMarketPlace system. DMS specifies that the terms and conditions are discretionary and may be modified as needed by agencies and eligible users. Pursuant to this acknowledgment, DOH rejects the DMS terms and conditions in its entirety. These terms and conditions take precedence over any other terms and conditions.

For good and valuable consideration, received and acknowledged sufficient, DOH and Contractor agree to the following terms and conditions:

1. Contractor is an independent contractor for all purposes hereof.
2. Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and performance of its obligations under the purchase order.
3. The purchase order begins on the date of issuance, unless otherwise specified by DOH. Contractual services or commodities to be provided by the Contractor must be completed by the date specified on the purchase order's end date.
4. The laws of the state of Florida will govern this purchase order. Venue for any legal actions arising here from is Leon County, Florida, unless issuer is a county health department, in which case, venue for any legal actions will be the issuing county.
5. Contractor agrees to perform all tasks and deliverables as set forth in the Statement of Work and any attachments to the purchase order. DOH will be entitled at all times to be advised as to the status of work being done by the Contractor under this purchase order.
6. Payment will be made by DOH upon submission of a properly certified invoice after delivery and acceptance of commodities or contractual services is confirmed in writing by DOH. Invoices must contain sufficient detail for audit thereof and must contain the purchase order and the Contractor's Federal Employer Identification Number or Social Security Number.
7. Pursuant to section 215.422, Florida Statutes, agencies have five working days to inspect and approve commodities or contractual services. Deliverables may be tested for compliance with the Statement of Work's specifications. Deliverables not conforming to the Statement of Work's specifications may be rejected and returned at the Contractor's expense. For any issues related to obtaining timely payment(s) from agencies, Contractor may contact the Vendor Ombudsman at 850-413-5516, or call the State Comptroller's Hotline at 1-800-848-3792. Payments not received by the Contractor in accordance with section 215.422, Florida Statutes, may result in an interest penalty payment from the agency.

8. Any record of costs incurred under the terms of the purchase order must be maintained and made available to DOH at all times during the period of the purchase order, and for a period of three years thereafter, unless a longer retention period is specified by DOH in writing. Documentation related to the records of costs incurred under this purchase order must include the Contractor's general accounting records, with supporting documents and records of the Contractor, all subcontractors performing work if applicable, and all other records of the Contractor and subcontractors considered necessary by DOH for audit.
9. Pursuant to section 287.0582, Florida Statutes, if the purchase order binds the State or an executive agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
10. Travel expenses are not reimbursable unless specifically authorized in writing, and will be reimbursed in accordance with section 112.061, Florida Statutes.
11. Contractor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any employee, agent, subcontractor, assignee, or delegate in connection with the purchase order.
12. Contractor agrees to maintain appropriate insurance as required by law and the terms hereof.
13. Contractor must comply with the Health Insurance Portability and Accountability Act (42 USC & 210, et seq.) and regulations promulgated thereunder (45 CFR Parts 160, 162, and 164), as required under the law.
14. Contractor must maintain confidentiality of all data, files, and records related to the services or commodities provided pursuant to this purchase order and comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes. Contractor's confidentiality procedures must be consistent with the most recent edition of DOH's Information Security Policies, Protocols, and Procedures. A copy of this policy will be made available from DOH upon request. Contractor must comply with any applicable professional standards of practice with respect to confidentiality of information.
15. Contractor agrees to indemnify, defend, and hold the state of Florida, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Contractor, its employees and agents, related to this order, as well as for any determination arising out of or related to this order, that Contractor or its employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the DOH. This order does not constitute a waiver of sovereign immunity or consent by DOH or the state of Florida or its subdivisions to suit by third parties in any matter arising here from. Entities identified in section 768.28(2), Florida Statutes are excluded from this provision.
16. All patents, copyrights, and trademarks arising, developed or created in the course or as

a result hereof are DOH property and nothing resulting from Contractor's services or provided by DOH to Contractor may be reproduced, distributed, licensed, sold or otherwise transferred without prior written permission of DOH. This paragraph does not apply to DOH purchase of a license for Contractor's intellectual property. This paragraph does not apply to state universities as defined in section 1001.705, Florida Statutes.

17. This paragraph applies only to state universities as defined in section 1001.705, Florida Statutes:
  - 1) Contractor will retain ownership of all intellectual property developed as part of this purchase order in accordance with section 1004.23, Florida Statutes. Intellectual property includes all copyrights, trademarks, and patentable developments.
  - 2) Contractor must notify the Florida Department of State of any intellectual property developed as part of this contract in accordance with section 1004.23, Florida Statutes. Provider grants the state of Florida an irrevocable, nonexclusive, and royalty-free license to use all intellectual property developed under this contract for the complete lifetime of the intellectual property rights.
  - 3) If this contract is paid for with federal funds, Contractor will grant the awarding federal agency an irrevocable, non-exclusive, and royalty-free license to use all intellectual property developed under this contract for the complete lifetime of the intellectual property rights.
18. If this purchase order is for personal services by Contractor, at the discretion of DOH, Contractor and its employees, or agents, as applicable, agree to provide fingerprints and be subject to a background screening conducted by the Florida Department of Law Enforcement or the Federal Bureau of Investigation. The cost of the background screening(s) are the responsibility of the Contractor. DOH, solely at its discretion, reserves the right to terminate this agreement if the background screening(s) reveal arrests or criminal convictions. Contractor, its employees, or agents will have no right to challenge DOH's determination pursuant to this paragraph.
19. DOH, at its sole discretion, unless otherwise prohibited by law, may require the Contractor to furnish, a performance bond or negotiable irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder without any additional cost to DOH. The type of security and amount is solely within the discretion of DOH. Should DOH determine that a performance bond is needed to secure the agreement, it will notify potential Contractors at the time of solicitation.
20. Section 287.057(17)(c), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1) through (3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this

prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency."

Participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing, or any other advisory capacity constitutes participation in drafting of the solicitation.

21. Contractor must maintain Worker's Compensation insurance as required by law.
22. Pursuant to sections 287.133 and 287.134, Florida Statutes, an entity or affiliate which is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under a purchase order with any agency.
23. TERMINATION:
  - a) Termination at Will
    - 1) This purchase order may be terminated by either party upon no less than 30 calendar days' notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. The provisions of this paragraph do not apply to state universities as defined in section 1001.705, Florida Statutes.
    - 2) Contracts between DOH and state universities, as defined in section 1001.705, Florida Statutes may be terminated by either party upon no less than 90 calendar days' notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
  - b) Termination Because of Lack of Funds

In the event funds to finance this purchase order become unavailable, DOH may terminate the purchase order upon no less than 24 hours' notice in writing to the Contractor. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. DOH will be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, Contractor will be compensated for any work satisfactorily completed prior to notification of termination.
  - c) Termination for Breach

This purchase order may be terminated for the Contractor's non-performance upon no less than 24 hours' notice in writing to Contractor by certified mail, return receipt requested or in person with proof of delivery. If applicable, DOH may employ the default provisions in Rule 60A-1.006(3), Florida Administrative Code. Waiver of breach of any provisions of this purchase order will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of

this contract. The provisions herein do not limit DOH's right to remedies at law or in equity.

24. The terms of this purchase order will supersede the terms of any and all prior or subsequent agreements with DOH with respect to this purchase order. Accordingly, in the event of any conflict, the terms of this order will govern.
  25. In accordance with Executive Order 11-116, "[t]he provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. Provider will also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision."
  26. Contractor must not subcontract any work under the purchase order without the prior consent of DOH. Contractor is responsible for ensuring satisfactory completion of all subcontracted work. Contractor must not sell, assign, or transfer any of its rights, duties, or obligations under the purchase order without the prior written consent of DOH. In the event of any assignment, Contractor remains secondarily liable for performance of the purchase order, unless DOH expressly waives it in writing. DOH may assign the purchase order with prior written notice to the Contractor.
  27. The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act, 8 U.S.C. § 1324(a) (2006). A contractor who knowingly employs unauthorized aliens will be subject to a unilateral cancellation of the resulting purchase order.
  28. Compliance with RESPECT: Pursuant to section 413.036(3), Florida Statutes, "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned."
- Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.
29. Compliance with PRIDE: Pursuant to section 946.515(6), Florida Statutes, "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under chapter 946, Florida Statutes., in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes.; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned."

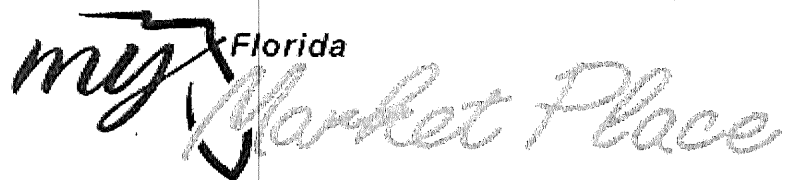
Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

30. A purchase order may only be modified by a change order and must be agreed to by both DOH and the Contractor.
31. DOH will not contract with a Contractor that restricts the employment of its employees or subcontractors after conclusion or termination of a DOH purchase order. By accepting this order, Contractor agrees to this provision.
32. Pursuant to section 119.0701, Florida Statutes, Contractor must keep and maintain public records that ordinarily and necessarily would be required by DOH in order to perform the service(s) required by this contract. Contractor must allow access to the public records it maintains on the same terms and conditions that a public agency would, at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes or otherwise by law. Contractor must ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed, except as authorized by law. Contractor must meet all requirements for retaining public records and transfer, at no cost, to DOH, all public records in the possession of the contractor upon termination of the contract and destroy duplicates that are exempt or confidential from public records disclosure requirements. Contractor must provide any electronic records to DOH in a format that is compatible with DOH's IT systems.
33. Pursuant to sections 11.06 and 216.347, Florida Statutes, purchase order funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or an Agency. However, section 287.058(6), Florida Statutes does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the purchase order, after the execution and during the term of the purchase order.
34. The state of Florida, Department of Financial Services requires vendors doing business with the State to submit a Substitute Form W-9 electronically. Vendors who do not have a verified Substitute Form W-9 on file will experience delays in processing contracts or payments from the State of Florida For more information go to: <https://flvendor.myfloridacfo.com/>.
35. MyFloridaMarketPlace Fees: Pursuant to Rule 60A-1.031, Florida Administrative Code the following language is added:

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. Payments issued by agencies or eligible users to Vendors for purchases of commodities or contractual services are subject to Transaction Fees, as prescribed by Rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors shall submit monthly reports required by the rule. All reports shall be subject to audit. Failure to pay Transaction Fees or submit reports shall constitute grounds for default and exclusion from business with the State of Florida.

36. Cooperation with Inspectors General: Contractor acknowledges and understands that it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.
37. Commodities Logistics: The following provisions apply to all purchase orders unless indicated otherwise in the Scope of Work or purchase order:
- a) All purchases are F.O.B. destination, transportation charges prepaid.
  - b) Each shipment must be shipped to the address indicated on the face of the purchase order and marked to the attention of the individual identified, if any. Each shipment must be labeled plainly with the purchase order number and must show the gross, tare, and net weight. A complete packing list must accompany each shipment. This paragraph will also apply to any third party who ships items on behalf of the Contractor.
  - c) No extra charges must be applied by Contractor for boxing, crating, packing, or insurance.
  - d) The following delivery schedule will apply: 8:00 a.m. to 4:00 p.m., Monday through Friday, excluding legal holidays.
  - e) If delivery to the specified destination cannot be made on or before the specified date, notify DOH immediately using the contact information provided in the MyFloridaMarketPlace system.
  - f) DOH assumes no liability for merchandise shipped to other than the specified destination.
  - g) Deliverables received in excess of quantities specified may, at DOH's option, be returned at the Contractor's expense. Substitutions are not permitted.

ATTACHMENT 2



Order No. AF5E7B

Version Number: 1  
Internal Version: false  
Issued on Fri, 01 Jul, 2016  
Created on Fri, 01 Jul, 2016 by Ariba System

**Supplier:**  
Palm Beach County/ERM  
2300 N. Jog Rd., 4th Floor  
West Palm Beach, FL 33411-2743  
United States  
Phone: 1561-233-2528  
Fax: 1  
Contact: Sue Neary

**Ship To:**  
DOH - Bureau of Budget and Revenue Management  
4052 Bald Cypress Way  
Tallahassee, FL 32399-1730  
United States

**Deliver To:**  
Michelle Proctor

**Bill To:**  
DOH - Central Office  
4052 Bald Cypress Way  
Bin B01  
Finance & Accounting  
Tallahassee, FL 32399-1701  
United States  
  
Entity Description: Department of Health  
Organization Code: 64611500116  
Object Code: 000000-132107  
Expansion Option: ZS  
Exemption Status: Yes  
Exemption Reason?: 1E

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
1	The contractor will provide domestic mosquito...		month	1	None	\$89,001.00000 USD	\$89,001.00000 USD

The contractor will provide domestic mosquito control services in response to a Public Health Emergency (Executive Order 16-29).

Distributors?: N  
Requester: Michelle Proctor  
Ship To Code: 6480-S-191  
State Contract ID:  
Contract ID:  
Requester Phone:  
PR No.: PR9555298  
MyGreenFlorida Content: N  
Method of Procurement:: L - Governmental agency [s 287.057(3)(e)12 F.S., defined in s 163.3164(21), F.S.]  
Shipping Method: Best Way  
FOB Code: INC-Dest  
FOB Code Description: Destination freight paid by vendor and included in price. Title passes upon receipt. Vendor files any claims.  
Encumber Funds: Yes  
PO Start Date: Fri, 1 Jul, 2016  
PO End Date: Sun, 31 Jul, 2016  
Fiscal Year Indicator: 2017  
PUI#: 6480  
Site Code: 640000-EP  
Terms and Conditions: [http://dms.myflorida.com/mfmp\\_PO\\_TC](http://dms.myflorida.com/mfmp_PO_TC)  
P Card Order?: No

						<b>Total</b>	\$89,001.00000 USD
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Comments

- Jean Lacy - Purchasing, 06/30/2016:  
State of Florida agencies are using MyFloridaMarketPlace eQuote for purchases under \$35,000 or for quotes off state term contracts. Be sure your vendor MFMP registration includes a current and accurate "Main Contact" e-mail address accurate and current commodity codes, and you selected "yes" to receive electronic notifications. For any assistance with vendor or eQuote, contact VendorHelp@MyFloridaMarketPlace.com or (866) 352-3776.  
The attached DOH terms and conditions are incorporated into this requisition. (Jean Lacy - Purchasing, Thu, 30 Jun, 2016)

Attachments

- ATTACHMENT by **Michelle Proctor** on *Thursday, June 30, 2016 at 2:12 PM*  
DOH Terms and Conditions Final Version 52616.pdf (292864 bytes)
- ATTACHMENT by **Michelle Proctor** on *Thursday, June 30, 2016 at 2:36 PM*  
Palm Beach Co. SOW15-292 FINAL.pdf (514953 bytes)

ATTACHMENT 3

**STATE OF FLORIDA**  
**OFFICE OF THE GOVERNOR**  
**EXECUTIVE ORDER NUMBER 16-29**  
**(Governor Scott Directs Public Health Emergency in Four Counties for Zika Virus)**

**WHEREAS**, the World Health Organization declared a Public Health Emergency of International Concern related to the Zika virus on February 1, 2016; and

**WHEREAS**, there have been nine confirmed travel-related cases of the Zika virus in Florida (none of which have been pregnant women) in Miami-Dade, Hillsborough, Lee, and Santa Rosa Counties; and

**WHEREAS**, the Zika virus is transmitted by a bite from an infected Aedes mosquito and other transmittal methods are still being determined; and

**WHEREAS**, the Zika virus has been associated with microcephaly and neurological disorders including Guillain- Barré Syndrome; and

**WHEREAS**, instances of microcephaly and neurological disorders have been diagnosed in infants and are believed to have been contracted in utero as a result of the mother being bitten by an infected Aedes mosquito; and

**WHEREAS**, although Florida's current nine Zika cases were travel-related, Aedes mosquitos are common in Florida; and

**WHEREAS**, it is necessary and appropriate to take action to ensure that the Zika virus remains controlled, and that residents of Florida remain safe and healthy.

**NOW, THEREFORE, I, RICK SCOTT**, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Public Health Act, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. Because of the foregoing conditions, I direct the State Health Officer and Surgeon General, Dr. John Armstrong, to declare a public health emergency in Miami-Dade, Hillsborough, Lee, and Santa Rosa Counties, pursuant to its authority in section 381.00315, Florida Statutes. The State Health Officer is authorized and directed to use his judgment as to the duration and the geographical boundaries of this public health emergency.

Section 2. In accordance with section 381.0011(7), Florida Statutes, I direct the State Health Officer to take any action necessary to protect the public health. Further, I direct the State Health Officer to immediately notify the Commissioner of Agriculture of this threat to public health pursuant to section 388.45, Florida Statutes. Furthermore, this statute authorizes the Commissioner of Agriculture to issue a mosquito declaration in Miami-Dade, Hillsborough, Lee and Santa Rosa Counties. Special attention shall be paid to residential areas, as CDC guidance indicates that backpack mosquito spray measures may be most effective.

Section 3. The State Health Officer is directed to follow the guidelines established by the Centers for Disease Control and Prevention ("CDC") in establishing protocols to control the spread of the Zika virus and educate the public on prevention.

Section 4. In accordance with section 381.0011(7), Florida Statutes, I designate the Florida Department of Health as the lead state agency to coordinate emergency response activities among the various state agencies and local governments. The State Health Officer, or his designee, shall advise the Executive Office of the Governor on the implementation of these emergency response activities.

Section 5. All actions taken by the State Health Officer with respect to this emergency before the issuance of this Executive Order are ratified.

Section 6. I hereby direct the Florida Department of Health to make its own determinations as to further resources and information needed in the State from the CDC to combat the spread of Zika and other measures that may need to be taken to protect public health.

Section 7. I hereby direct the Department of Environmental Protection and the Fish and Wildlife Conservation Commission to support the Department of Agriculture and Consumer Services in any way as it develops extensive mosquito control plans to contain the spread of this illness in partnership with Florida's counties, cities, and mosquito control districts.

Section 8. All agencies under the direction of the Governor are directed to fully cooperate with the Florida Department of Health, and any representative thereof in the furtherance of this Order. Agencies not under the direction of the Governor are requested to provide such assistance as is required.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 3rd day of February, 2016.

A large, stylized handwritten signature in black ink, likely belonging to the Governor of Florida, is written over a horizontal line.

GOVERNOR

ATTEST:

A handwritten signature in black ink, likely belonging to the Secretary of State, is written over a horizontal line.  
SECRETARY OF STATE


**FILED**  
2016 FEB - 3 PM 2:54  
DEPT. OF STATE  
TALLAHASSEE, FLORIDA

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

BGEX-380-070516\*1592  
BGRV-380-070516\*501

Fund 0001 General Fund

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/	REMAINING BALANCE
							ENCUMBERED As of: 07/05/16	
<b><u>REVENUES</u></b>								
380-3243-4399	Other Physical Environment Rev	0	0	89,001	0	89,001		
<b>Total Receipts and Balances</b>		<b>1,175,064,887</b>	<b>1,200,170,758</b>	<b>89,001</b>	<b>0</b>	<b>1,200,259,759</b>		
<b><u>EXPENDITURES</u></b>								
380-3241-1070	Charge Off-Personal Services	0	0	0	26,700	(26,700)	0	(26,700)
380-3241-5207	Insecticides & Pesticides	153,250	153,250	26,700	0	179,950	119,828	60,122
380-3243-1080	Personal Services-Indirect	0	0	26,700	0	26,700	0	26,700
380-3243-5201	Materials/Supplies	0	0	13,351	0	13,351	0	13,351
380-3243-5207	Insecticides & Pesticides	0	0	22,250	0	22,250	0	22,250
380-3243-6401	Machinery & Equip	0	0	26,700	0	26,700	0	26,700
<b>Total Appropriations &amp; Expenditures</b>		<b>1,175,064,887</b>	<b>1,200,170,758</b>	<b>115,701</b>	<b>26,700</b>	<b>1,200,259,759</b>		

Office of Financial Management & Budget	Signatures & Dates	By Board of County Commissioners
INITIATING DEPARTMENT/DIVISION		At Meeting of:
Administration/Budget Department Approval		07/12/16
OFMB Department - Posted		Deputy Clerk to the
		Board of County Commissioners