

**MOSQUITO
ABATEMENT
PROPOSAL
PREPARED FOR:**



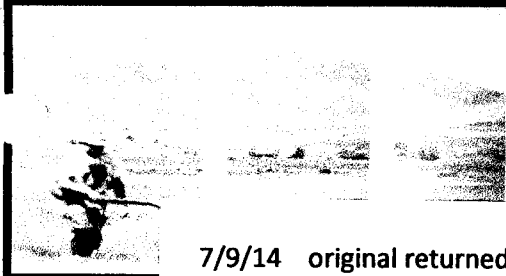
Aerial Mosquito Spraying Bid #14-057

**Fort Bend County
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469
Debbie Kaminski, CPPB
Assistant County Purchasing Agent
Debbie.Kaminski@fortbendcountytexas.gov**

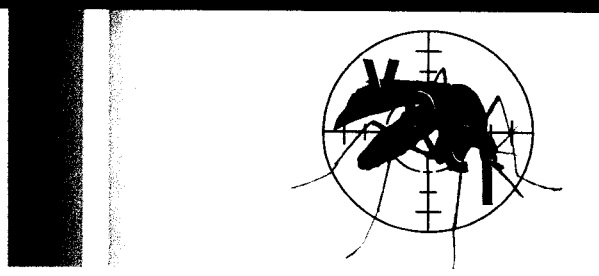
**Due Date:
June 12, 2014 @ 1:30pm**

Submitted by:
Vector Disease Control
605 S. Sherman St. #705E
Richardson, TX 75081

Global Leaders in Mosquito Control



7/9/14 original returned to Norma at Purchasing



Company Profile

Vector Disease Control International, LLC (VDCI) is committed to providing the best possible service to our customers and this dedication is evident in everything we do. We strive to improve the quality of human life in communities through education, surveillance and the control of mosquitoes and other disease vectors. We are also committed to research and the use and support of application technologies. VDCI is a company built on the foundations of public health, ethics, professionalism, and technical expertise. Many of our staff come from the field of public health and have directed mosquito control districts all over the country. At all times, we will conduct business through partnerships with our customers in a manner that protects the environment and the welfare of local residents.

Founded in 1992 with a single contract in central Arkansas, VDCI is headquartered in Little Rock, AR. Starting with the simple idea to provide municipalities with the products and services needed to run effective mosquito control programs, VDCI now has nearly 20 years experience in the field of public health. In late 2010, Vector Disease Control, Inc. began a strategic transition and has re-branded itself as Vector Disease Control International, LLC. This transition is expected to strengthen our capacity to compete in the global market place. As of 2011, VDCI no longer operates as Vector Disease Control, Inc. Our continued growth and development nationally and internationally will increase our capacity to offer a seamless supply of products and equipment to each of the programs we service. In this new decade, VDCI has an unrivaled sense of commitment and will strive to continue to provide the most efficacious and scientifically sound mosquito surveillance and control programs possible based on the American Mosquito Control Association (AMCA) and Centers for Disease Control and Prevention (CDC) guidelines for managing quality mosquito control programs within each municipality that we service.

Because it is often impossible to eradicate all mosquitoes given their behavior patterns, resilient nature and enormous breeding potential, our goal is to manage mosquito populations within tolerable levels and simultaneously help prevent possible outbreaks of mosquito-borne diseases. To achieve this goal, we use a combination of the most effective methods of controlling mosquitoes including surveillance, public education, biological control and the use of insecticides. Inspection of the treatment area coupled with collections from mechanical traps enable us to determine which species of mosquito are present, their population size and locations. This information is critical for determining when, where, and how often larvicides and adulticides need to be applied.

The employees of VDCI recognize and readily accept the special considerations and responsibilities inherent in the use of ground and aerial larviciding and adulticiding techniques

within a mosquito control program, including a West Nile virus outbreak. As a private entity working for the City, VDCI looks forward to developing a close working relationship with all appropriate City officials, and, as such, will work with and support the City in all surveillance, application and public relation decisions. With our fleet of over 100 trucks and 10 fixed-wing aircraft, we are able to provide both aerial and ground applications in any situation nationwide. We take great pride in the ability of our programs to protect the public's health from mosquitoes and the diseases they may transmit.

Municipal Services

VDCI serves counties, large cities, medium and small communities, and organized districts. Our primary service offering to municipal customers is a fully integrated mosquito control program. Many municipalities that handle their own mosquito programs utilize VDCI for specific portions of their services such as ground application or surveillance. VDCI's services and fully integrated mosquito control programs use the Integrated Mosquito Management approach or "IMM".

Reporting

The officers and staff of VDCI are very cognizant that we work for specific public municipalities. Although we are a private entity, we are able to operate much like a department within the City. We work diligently to establish seamless working relationships with each and every governing body we work for.

All mosquito surveillance, disease monitoring, and mosquito control activity is documented and reported regularly throughout the mosquito season. VDCI employs state of the art GPS tracking for all pesticide applications we make and can produce detailed maps of each area that is treated.

Attached are examples of surveillance reports and post application maps that VDCI has prepared in other municipalities.

Quality Control

Through prior and existing QA experience, VDCI will implement an active quality assurance system to ensure that all our work is performed to the highest possible standards of operational safety and efficacy. VDCI has a very stringent policy on maintaining the aerial and ground equipment to the highest level. We conduct routine inspections of all operational aspects of our surveillance and control programs. Our staff are trained, licensed and permitted as required on an annual basis. VDCI will monitor spray quality and deposition as required. A full report on all calibrations prior to and during spray missions can be made available if requested in a timely manner. VDCI maintains records of all quality control activities as required by the National Pollutant Discharge Elimination System (NPDES) Pesticide General Permit, and all other applicable laws and regulations.

Experience

Vector Disease Control International is a nationwide mosquito/vector control service provider, with mosquito surveillance and control operations in the following states:

Arkansas	10 Full Service IPM Contracts
California	2 Countywide Aerial Agreements
Colorado	1 Countywide Aerial Agreement
Florida	1 Ground IPM Contract
	7 Countywide Aerial Agreements
Idaho	Statewide Aerial Contract
	8 Countywide Aerial Agreements
	6 Full Service IPM Contracts
Louisiana	4 Parish Aerial Service Agreements
	2 Full Service IPM Contracts
Mississippi	2 Full Service IPM Contracts
	3 Ground IPM Contracts
North Carolina	1 Ground IPM Contract
	4 Countywide Aerial Agreements
Ohio	1 Full Service IPM Contract
Oregon	3 Countywide Aerial Agreements
Texas	15 Ground IPM Contracts
Utah	4 Countywide Aerial Agreements
Washington	2 Countywide Aerial Agreements
Wyoming	5 Countywide Aerial Agreement

VDCI's staff represents a highly trained and select group of proven mosquito control professionals that are capable of responding to mosquito-related emergencies in all areas of the United States. These scientists and mosquito control experts enable VDCI to enter an area and immediately monitor for mosquitoes and mosquito-borne diseases, assess the mosquito control needs, and take the appropriate steps to minimize the impact of these mosquitoes or diseases on the local human population. With 10 aircraft, and over 100 ground vehicles, and mobile surveillance and control teams, VDCI can respond to all mosquito surveillance and control needs virtually anywhere in the United States within hours.

Executive Summary

Thank you for including Vector Disease Control International (VDCI) in this RFP process. We are delighted to present you with a proposal for Aerial Mosquito Spraying services to be conducted within the County of Ft. Bend. The enclosed RFP and information details all of the services that VDCI is proposing to implement in regards to your stated needs.

VDCI's commitment to providing the best possible service to its customers is evident in everything we do. Our prior experience in performing mosquito operations across the United States has resulted in a working knowledge of the mosquito species, breeding habitats, and control measures that will be required to establish the best possible service for you. VDCI is a company built on the foundations of public health, ethics, professionalism, and technical expertise with the goal of creating true partnerships with local municipalities and residents. All of our employees are committed to excellence in vector control and public health and always strive to improve the quality of human life in communities through public education and the control of mosquitoes and other disease vectors.

We invite you to review our proposal. I am excited to discuss this proposal with you if you have any questions or concerns. We are confident you will see that our qualifications, commitment to excellence and experience will allow for a successful and cost-effective partnership between our two agencies.

Pricing Summary

VDCI proposes using **Dibrom (naled)** at a rate of .75 ounces per acre for **\$1.98 per acre (*minimum of 15,000 acres per spray mission*)**. VDCI is capable of spraying any amount the County requires. All of our activities will be tracked using GIS/GPS technology and reported back to the County within 48 hours.

VDCI would also like to propose an option to the County using the chemical **Permanone 31-66** at a rate of .75 ounces per acre for **\$1.50 per acre (*minimum of 15,000 acres per spray mission*)**. All of our activities will be tracked using GIS/GPS technology and reported back to the County within 48 hours.

Aerial Application Services

VDCI has been providing aerial application services for over 20 years and currently has aerial application contracts in 13 states. We are the leading aerial application service provider for both for adult and larval mosquito control. Due to the complicated nature of these applications, very few companies possess the experience and capability to handle aerial larval and adult mosquito control without subcontracting to another provider.

In addition to aerial application for mosquito control, VDCI performs a multitude of aerial services for governmental and private entities. Our expertise, technology, and reporting capabilities are an asset to any program in need of aerial application services.

Mosquito Control Applications

With aerial applications, you can often reach areas that are otherwise very difficult or too large to treat. Therefore, having the ability to utilize aircraft can be an effective complement to your ground-based activities. In many cases using aerial applications as a tool can even save you money. Aerial applications may be the only way to break the mosquito breeding cycle in emergency situations or when mosquito populations are abnormally high.

Technology:

Did you know that:

- Droplet size has to be exact or the product will not have an impact to the mosquitoes?
- Weather conditions affect the shape and direction of the spray cloud?
- Most adult mosquito control applications are the most effective when performed at night at 300 ft altitude?
- A spray block will often have no-spray zones in or around it?

VDCI's technology capabilities solve all of these issues

All of our aircraft are equipped with the Wingman® GX, spray optimization and guidance software, and the AIMMS-20 onboard meteorological probe, the most advanced system designed specifically for mosquito control. This integrated system is the only scientifically validated system available that incorporate constant real-time meteorological data at the release height to optimize the entire application.

This optimization ensures that the maximum spray cloud droplet density is delivered to the target areas, thus providing you the maximum level of mosquito control.

Our flight crews are trained and equipped with military grade ANVIS -6 night vision goggles on all night time spray missions.

At the completion of each spray mission, data is down-loaded from the aircraft and reports are generated providing our customers with a graphical depiction of the spray mission, along with the vital statistics of each spray.

Why use VDCI?

First of all, you will be free of the prohibitive costs and risks that make maintaining your own aerial program impossible or difficult to manage and afford.

As mosquito control experts ourselves, it means you will be dealing with an aerial applicator who truly understands your mosquito control needs.

We own our own larviciding and adulticiding aircraft. Because we don't have to rely on third party subcontractors, you can rest assured that we will be there when you need us.

Complete mosquito control, accountability, and security that you can only get from a support team as well-equipped, experienced and committed as Vector Disease Control International.

You will have the resources, personnel, and expertise you need to maintain control of mosquitoes and mosquito-borne diseases, both routinely and in the face of any circumstance that may arise.

International Services

VDCI provides its services both domestically and abroad. We have experience in ground and aerial mosquito control operations throughout the Caribbean and in Central and South America.

VDCI's Offerings outside the U.S. include but are not limited to:

- Emergency aerial and ground application services
- Response to Dengue Fever outbreaks
- Solutions for businesses that deploy workers to areas at high risk for mosquito-borne diseases
- Tools for U.S. and World-based aid organizations for Malaria Control
- Proactive planning, analysis, and integrated solutions for ongoing vector-borne disease control
- Consulting and Assessments

Emergency Response

Vector Disease Control International (VDCI) is your experienced partner - able to walk you through every step of a responsible mosquito control effort. When an emergency such as a hurricane or disease outbreak strikes, you cannot afford to make mistakes with mosquito control. There is only a short amount of time before mosquitoes become a significant health risk to a displaced public and relief workers.

Data Collection, GIS Mapping & Reporting

A keystone of the IPM approach is managing data. Every activity that is performed at VDCI is entered into our proprietary database for analysis and reporting. We use GPS equipment and technology in combination with our GIS department to put all our data into maps and reports. These reports are used both for our internal analysis and our presentation to customers and citizens within the boundaries that we serve.

Customers are provided with activity reports on a regular basis depending on their needs. This can be daily, weekly, monthly and annually. All maps and reports for aerial treatments are routinely delivered to our customers within 24 hours of the application.

To maintain individual and corporate compliance and licensing with multiple government agencies and jurisdictions is a daunting task at VDCI. Our robust systems and record keeping allows us to ensure compliance and streamline requirements for initiatives like NPDES.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/01/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Scottish American Risk Services 19563 E Mainstreet, Suite 200 Parker, CO 80138	CONTACT NAME Jim Tripolone PHONE (A/C, No, Ext.) 303-748-8869 FAX (A/C, No) E-MAIL ADDRESS: Jim.T@scotamerican.com INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Vector Disease Control International LLC 1320 Brookwood Drive Ste H Little Rock AR 72202-1412	NAIC #

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y Y	7823443	04/01/2014	04/01/2015	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 3000000 PRODUCTS - COMP/OP AGG \$ 3000000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y Y	7823443	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10000	Y Y	7823483	04/01/2014	04/01/2015	EACH OCCURRENCE \$ 4000000 AGGREGATE \$ 4000000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATUS: <input type="checkbox"/> TORY <input type="checkbox"/> LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution Liability	Y Y	7824161	04/01/2014	04/01/2015	Per Contamination \$5,000,000 Total Policy Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is an additional insured when required in a written contract.

Professional Services Covered: Mosquito Surveillance/Inspection of potential treatment areas including collections from mechanical traps to determine distribution, density & species composition in the control area.

CERTIFICATE HOLDER

CANCELLATION

City of Dallas Code Compliance Service Dept
Anna Pham
3112 Canton Street
Dallas TX 75226

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

VECTOR2

OP ID: MA

DATE (MM/DD/YYYY)

05/06/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McSweeney & Ricci Ins Ag Inc 420 Washington Street P.O. Box 850984 Braintree, MA 02185		CONTACT NAME: MaryAnn Farrar PHONE (A/C, No, Ext): 781-848-8600 FAX (A/C, No): 781-843-8807 E-MAIL ADDRESS:	
INSURED Vector Disease Control International, LLC 1320 Brookwood Drive-Suite H Little Rock, AR 72202		INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Company State PA INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 19429	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC025072395	04/01/2014	04/01/2015	X WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Mosquito Abatement Services

CERTIFICATE HOLDER

City of Dallas
Gehan Asaad, Manager
3112 Canton Street
Dallas, TX 75226

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

Fort Bend County Specification Download Acknowledgment



***Invitation for Bid
Term Contract for Contingency Aerial Spraying for Mosquito Control for
Fort Bend County
BID 14-057***

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

Vendor Responsibilities:

- Vendors are responsible to download and complete any addendums.
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may not submit responses via email or fax.

Vector Disease Control International

Legal Name of Contracting Company

Casey Zandt

Contact Person

605 S. Sherman St. #705 E, Richardson, TX 75081

Complete Mailing Address

817-996-1907

Telephone Number

Facsimile Number

czandt@vdcnet.net

Email Address

Resnie Clement

Signature

Date *Fort Bend County, Texas*

Invitation for Bid



***Term Contract for Contingency Aerial Spraying for Mosquito Control
for Fort Bend County
BID 14-057***

SUBMIT BIDS TO:

Fort Bend County Thursday, June 12, 2014 Purchasing Department
Travis Annex
301 Jackson, Suite 201 Richmond,
TX 77469

****NOTE:**

All correspondence must include the term
"Purchasing Department" in address to assist in
proper delivery

SUBMIT NO LATER THAN:
1:30 PM (Central)

MARK ENVELOPE:

**BID 14-057
Aerial Spraying**

***ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE
BEFORE RECEIVING DATE AND TIME SPECIFIED.
BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED
UNOPENED.***

Results will not be given by phone.
Results will be provided to bidders in writing
after Commissioners Court award.

Fort Bend County is always conscious
and extremely appreciative of your effort
in the preparation of this bid. Requests for
information must be in writing and directed
to:
Debbie Kaminski, CPPB
Assistant County Purchasing Agent
Debbie.Kaminski@fortbendcountytexas.gov

Prepared: 05/19/14
Issued: 05/28/14

Vendor Information

Vector Disease Control International, LLC
Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

817-996-1907

Telephone Number

Facsimile Number

605 S. Sherman St. #705E

Complete Mailing Address (for Correspondence)

Richardson, TX 75081

City, State and Zip Code

Same

Complete Remittance Address (if different from above)

1320 Brookwood Dr., Ste H.

City, State and Zip Code

Little Rock, AR 72202

Authorized Representative and Title (printed)

Debbie Clement, CFO

Authorized Representative's Email Address

d.clement@vdcil.net


Initials of Bidder: *de*

Debbie Clement


Signature of Authorized Representative

1.0 GENERAL REQUIREMENTS:


- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas, no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

Initials of Bidder: 

- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.


Initials of Bidder: 

- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to

Initials of Bidder: 

establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices

Initials of Bidder: 

are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special

Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.
- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

1.34 Interlocal Participation: Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier or where vendor can show proof of increase to specific commodity (fuel, oil, etc.). Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

2.0 TERMS AND CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

Initials of Bidder: de

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

Initials of Bidder:



- 2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.
- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the



Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time

necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.
- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:


It is the intent of Fort Bend County to contract this contingency bid with one (1) or more vendors for aerial spraying for mosquito control, which meets or exceeds the specifications contained herein.

4.0 PERIOD OF CONTRACT:

This contract is for the period ending **30 September 2015**, renewable annually for four (4) years (through 30 September 2019) under the same terms and conditions if mutually agreeable by both parties. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of intent to terminate.

5.0 BID FORM COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The bid must be in a sealed envelope and marked with the appropriate bid number. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use

Initials of Bidder: 

of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

6.0 INSURANCE:

6.1 All bidders must submit, **with BID**, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, bidders may submit, with bid, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement will result in disqualification of bid.

6.2 The certificates of insurance to be satisfactory to Fort Bend County, naming the Contractor and its employees as insured:

6.2.1 Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

6.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

6.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder. Also to include pollution coverage for spraying services.

6.2.4 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

6.2.5 Aircraft Liability coverage with limits not less than \$2,000,000 each occurrence with pollution liability with limits not less than \$1,000,000 each occurrence.

6.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and

Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

6.4 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.

6.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.

6.6 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.

6.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.


7.0 INDEMNIFICATION:

Contractor agrees to indemnify, defend and hold the County harmless from each and every claim, demand, suit, action, proceeding, lien or judgment caused by or arising out of, directly or indirectly, or in connection with the acts and omissions of Contractor pursuant to this Agreement.

7.1 Contractor shall timely report all such matters to the County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide the County with a written report on each such matter covered by this paragraph and by paragraph 2. below, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by Contractor in the defense of each matter.

7.2 The County shall timely forward to Contractor copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, the County shall fully cooperate with Contractor in its defense of each such matter.

7.3 Contractor's duty to defend indemnifies and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of

Initials of Bidder: 

this Agreement unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.

- 7.4 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter. In such event, the County shall promptly reimburse Contractor for its costs of defense.
- 7.5 In the event that any such matter being so defended by Contractor also involves any claim of negligence or wrongful action by the County, the County shall have the obligation to participate in the defense of the matter through separate counsel.
- 7.6 Contractor shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to the County or and shall not involve or require any payments or contributions by the County.
- 7.7 In the event of any final judicial determination or award of any matter covered by this section the County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by the County.
- 7.8 Contractor's indemnification shall cover, and Contractor agrees to indemnify the County, in the manner provided for and to the extent described above, in the event the County is found to have been negligent for having selected Contractor to perform the work described in this Agreement.
- 7.9 The provision by Contractor of insurance shall not limit the liability of Contractor under this Agreement.
- 7.10 Contractor shall cause all Trade Contractors and any other Contractor who may have a contract to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify the County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Contractor's operations. Such provisions shall be in form satisfactory to the County.
- 7.11 Loss Deduction Clause - The County shall be exempt from, and in no way liable, for, any sums of money, which may represent a deductible in any insurance

Initials of Bidder: Je

policy. The payment of deductibles shall be the sole responsibility of Contractor and/or Trade Contractor providing such insurance.

8.0 SPECIFICATIONS:

In the event that Fort Bend County, Texas, declares that an emergency condition exists that will require the control of mosquitoes by an aerial application of insecticide, the vendor(s) will be issued a purchase order. The purchase order, as hereinafter provided, will give the geographical boundary of the areas to be treated (map), the calculated number of acres to be sprayed, any special provisions, the date of commencement and date of completion of the services, and the extended compensation to be paid. No purchase order will be issued for less than 5,000 acres. Vendor shall furnish all equipment, services and chemicals to be utilized in accordance with the terms and conditions of this contract and purchase order(s). Such chemicals will have an approved label and registration number from the Environmental Protection Agency (EPA) for aerial mosquito control in a congested urban area. Vendor shall be solely responsible for the determination of the operation and route of all aircraft(s) required for 100% coverage of the treatment area. Vendor shall be solely responsible for notification and coordination of all operation with Federal Aviation Administration (FAA), initially for approval and thereafter on a daily basis. Vendor must fully comply with all Federal Aviation Administration rules and regulation. At the termination of the spraying activity, the vendor will certify to Fort Bend County in writing, executed by a person authorized to bind the company that: (1) the chemical was sprayed over the area designated and no other; (2) the amount of chemical dispersed and that the amount was in conformity with the amount authorized to be utilized; (3) the name, registration number and total amount of the chemicals used; (4) the flight path, date and times that each application was made; (5) provide a global positioning system (GPS) map of the treated area; and (6) provide an automatic monitoring record of the spray amount during the application which includes the total amount of insecticide applied and the ounces applied per acre. These totals must agree with the GPS map of the treated area. If any of the requirements listed above (items 1-6) are not fulfilled as required, Fort Bend County reserves the right to deduct 10% of the unit price of each acre sprayed that was not in compliance.

Fort Bend County will notify the FAA that the emergency condition exists and that the vendor shall be responsible for all aspects of the insecticide application.

8.1 Aircraft – Vendor shall be responsible under this contract to furnish one (1) or more multi-engine fixed winged aircraft equipped for ultra-low volume (ULV) dispersal of insecticides for the control of mosquitoes within the confines of Fort Bend County. This aircraft must be capable of, and shall be operated at a speed and altitude commensurate with safety for this type of work. Such aircraft(s) must also be operable and ready for immediate use within twenty-four (24) hours of notification to the vendor by Fort Bend County. Equipment in the aircraft(s) used to spray the insecticide shall be of the type and condition which will dispense all the chemical in conformity with chemical label requirements, in strict conformity with all requirements of the

Initials of Bidder: de

EPA, the Texas Natural Resources Conservation Commission (TNRCC), Texas Department of State Health Services (TDSHS), FAA, Fort Bend County and all municipal requirements.

8.2 Special Aircraft Equipment – The following equipment shall be present on the aircraft for monitoring location(s) of spray applications and the amount of insecticide applied: (1) A GPS system capable of automatically recording spray swath length and width for location(s) of treatment; (2) A device capable of automatically measuring and recording application rates and providing a printed record of this application shall be used to monitor the insecticide amounts being sprayed; and (3) Weather equipment capable of automatically measuring wind speed and direction at ground level and actual spray elevation.

8.3 Aircraft and Airport Cost – Vendor, at its sole cost and expense, shall provide pilot(s), gas, oil, maintenance, aircraft certification and insurance as required to insure the safe operations of the aircraft at all times under all conditions. Vendor, at its sole cost and expense, shall furnish airport space in an airport in Fort Bend County, Harris County or Brazoria County. All airport costs, including but not limited to, landing and tie down fees, loading or unloading of insecticides, or chemicals necessary to perform the work or comply with all provisions of this contract are the responsibility of the vendor and shall be furnished without cost or expense to Fort Bend County.

8.4 Pilot or Co-pilot – Vendor shall provide fully licensed and experience pilot(s) and copilot(s) for the operation of the aircraft for ULV flights. The pilots and copilots shall be properly trained, licensed, and certified. They shall meet all requirements as specified in FAA, EPA, TNRCC or other federal or state requirements for ULV flights for the dispersal of insecticides or other chemicals for control of mosquito populations, including, but not limited to, certification as a pesticide applicator in the commercial category of aerial application.

8.5 Pilot Training (minimums) – All pilots in command shall have a minimum of 500 documented flight hours in the aircraft being operated. All pilots in command or otherwise must have a minimum of 100 documented hours of aerial insect control involving ULV flights. All pilots must comply with Federal Drug Free Work Place Policies and FAA regulations regarding operation of the aircraft.

8.6 Pilot and Co-pilot Licensing and Certification(s) – The pilot, co-pilots and all other personnel shall be properly trained, certified and shall meet all the requirements as specified in FAA regulations. The vendor shall be able to provide any license/certification(s) that are required by either local, state (Texas) or federal agencies for the aerial application of insecticides. The pilot and co-pilot shall meet the EPA and State of Texas standard for certification as an insecticide applicator in the commercial category of aerial application.

Initials of Bidder: de

All pilots shall be properly licensed and certified by the FAA. The vendor and its pilots and co-pilots or other personnel engaged in the spraying operation, subsequent to receipt of a notice to proceed under the purchase order and prior to beginning the first spray operations, shall visit the local FAA office. The FAA will be informed of the emergency spraying to occur, presented with the current licenses, certification(s) and all documents or information regarding the flights to occur. The vendor shall request that the FAA verify in writing that all requirements and certifications have been met for the flights. Such FAA certifications shall be delivered to Fort Bend County prior to the commencement of the first flight.

8.7 Chemicals:


8.7.1 Fort Bend County will determine the products/insecticides that will be used at the time that the emergency is declared and shall be listed on the purchase order. All products shall be handled and applied by the vendor in strict accordance with label instructions, and must meet all local, state and federal regulations, including environmental concerns.

8.7.2 The chemical to be utilized during these applications is Dibrom (trade name) commonly referred to as Naled. The application rate to be used is 0.75 ounces/acre. Fort Bend County must approve any modification(s) of this requirement.

8.7.3 Equipment and Handling – The vendor shall furnish all equipment, including the insecticides to be sprayed. The vendor shall be responsible for storing, transporting, and loading the insecticide into the aircraft. Storage, transportation, mixing and loading of the insecticide shall be in accordance with the rules and regulations of the local, state and federal law. The vendor shall be responsible for the proper disposal of all empty insecticide containers according to the label instructions and local, state, and federal regulations.

8.7.4 Insecticide Management – Insecticides shall be handled in accordance with all appropriate local, federal and state regulations. Insecticides selected for use must be registered for the intended use by the EPA and must be used in a manner consistent with label instructions and precautions. Specifically, at a minimum, the following laws must be adhered to:

- a) Public Law 95-296, Federal Insecticide, Fungicide Rodenticide Act, as amended (92 Stat. 819).
- b) Public Law 91-596, Occupational Safety and Health Act of 1970, (84 Stat. 1609, 29 USC 668) 29 December 1970.

Initials of Bidder: 

- 8.7.5 Insecticide Training – All personnel involved in these pesticide applications shall be properly trained in the safe application of insecticides. The vendor shall provide along with their bid, evidence that personnel utilized are properly certified by the state (Texas) in the handling and commercial application of insecticides.
- 8.8 Spray – Vendor warrants, covenants and agrees that the equipment in the aircraft will be of the type and kind necessary for the deployment of chemicals in an amount that is in strict accordance with the label and all directions provided by the manufacturer that is required by any law, regulation, rule, direction or requirements of the federal government, including but not limited to the EPA, state (Texas) including, but not limited to, the TNRCC, trade organization regulating the spraying of the chemical or other safety or environmental regulation or requirement. Vendor further warrants, covenants and agrees that it is solely responsible for the mixture, handling, determination and actions necessary for the application of the spray and the selection, regulation, maintenance and control, of the equipment utilized.
- 8.9 Area To Be Sprayed – The area to be sprayed, estimated to be up to 100,000 acres, shall be identified by Fort Bend County in the purchase order(s) furnished to the vendor as hereinafter provided. The vendor shall be solely responsible for the determination of the flight path(s) of the aircraft, as required to provide spray coverage within the boundary of the area(s) identified. The vendor shall, without any expense to Fort Bend County, be responsible for determining any restricted flight areas or corridors or other requirements and obtaining all necessary clearance, licenses and permits required for provision of the services herein in a timely manner. The vendor shall comply fully with all such requirements and limitations and with any applicable local, state, federal, municipal laws, codes and regulations in connection with the execution of the work. The vendor shall provide Fort Bend County with a GPS record of the treated area(s) and a printed record of the monitoring devices record of the insecticide used within six (6) hours of completion. Additionally, the vendor shall provide Fort Bend County with weather data, wind speed and direction from the ground level along with the spray elevation.
- 8.10 Spray Schedule – The vendor shall notify Fort Bend County of the flight(s) schedule and path(s) before work begins. To maximize abatement, spraying shall be done at peak mosquito activity and when environmental conditions exist that are in accordance to label instructions. The vendor shall be solely responsible for the determination of all conditions and will make all determinations and take all necessary actions to determine the spray schedule and maintain the spray within the boundary of the treatment area as shown in the purchase order. Flight times must be coordinated with and approved by Fort Bend County.
- 8.11 Response to The Notice Of Declaration of Emergency:

8.11.1 Upon notice that an emergency condition has been declared by Fort Bend County that will require aerial spraying on part or all of Fort Bend County, Texas, the vendor shall immediately make all preparations, as referenced within this specification, of such notice. All equipment and personnel necessary to comply with the terms of this contract shall be located within a six (6) hour flight time from Fort Bend County. Vendor shall respond within twenty-four (24) hours of declaration of emergency. All necessary actions to comply with the requirements of this contract shall be completed and spraying commenced within forty-eight (48) hours of notice. This schedule can be modified by agreement between the vendor and Fort Bend County as necessary to reflect actual requirements at the time the purchase order is issued. No spraying shall be accomplished until notice to proceed has been given to the vendor.

8.11.2 If the vendor shall neglect/fail or refuse to provide services within the required time frames specified by Fort Bend County, the vendor shall immediately notify in writing of the cause(s) of delay.


8.11.3 If the vendor shall be delayed in the completion of his work due to unforeseeable cause which is beyond his/her control and without fault or negligence, including, but not restricted to, acts of God, the period herein above specified for the completion of delivery shall be extended by such time as approved by Fort Bend County.

9.0 PRICING/DELIVERY INFORMATION:

Vendor must complete open spaces provided below. Quantities are estimated, Fort Bend County may require more or less. In case of discrepancy between unit and total pricing, unit pricing governs. Fort Bend may award to a primary and secondary vendor. Pricing must be all inclusive. Fort Bend County will not allow for any other rates or charges.

Spraying of Dibrom (naled) at an application rate of 0.75 ounces per acre:

<u>Acreage Range of Spraying</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>		<u>Unit Price</u>	<u>Total Price</u>
5,000 to 24,999	Acre	24,999	x	\$ <u>1.98</u> /acre =	\$ <u>49,498.02</u>
25,000 to 49,999	Acre	49,999	x	\$ <u>1.98</u> /acre =	\$ <u>98,998.02</u>
50,000 to 74,999	Acre	74,999	x	\$ <u>1.98</u> /acre =	\$ <u>148,498.02</u>

Initials of Bidder: 

75,000 to 100,000 Acre 100,000 x \$ 1.98 /acre = \$ 198,000.00

Grand Total \$ 494,994.06

Minimum of 15,000 acres per spray mission

10.0 POINT OF CONTACT:

Point of contact for this contract is Debbie Kaminski, CPPB, Assistant County Purchasing Agent (281) 341-8643 or Debbie.Kaminski@fortbendcountytx.gov.

11.0 ADDITIONAL REQUIRED FORMS:

All vendors submitting are required to complete the attached and return with submission:

11.1 Vendor Form

11.2 W9 Form

11.3 Tax Form/Debt/Residence Certification

CONTRACT SHEET
BID 14-057

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 24 day of June, 20 14, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and Vector Disease Control
(company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for Contingency Aerial Spraying for Mosquito Control which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 8 day of July, 20 14.

By:



County J

By:



Signature of Contractor

By:



Printed Name and



23

COUNTY PURCHASING AGENT

Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent(281) 341-8640
Fax (281) 341-8642 or 341-8645**Vendor Information**

Federal ID # or S.S. #		Dun and Bradstreet # 968265673
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	
Legal Company Name	Year Business was Established: 1992	
	Vector Disease Control International	
Remittance Address	605 S. Sherman St. #705E	
City/State/Zip	Richardson, TX 75081	
Physical Address	Same as above	
City/State/Zip	Same as above	
County	<input type="checkbox"/> Fort Bend County Other: Dallas	
Phone/Fax Number	Phone: 817-996-1907 Fax: N/A	
Contact Person	Casey Zandt	
E-mail	czandt@vdcil.net	
Special Notes		

Company listed above is a (check all that apply and attached certificate).	<div> <input type="checkbox"/> DBE-Disadvantaged Business Enterprise Certification # _____ </div> <div> <input type="checkbox"/> SBE-Small Business Enterprise Certification # _____ </div> <div> <input type="checkbox"/> HUB-Texas Historically Underutilized Business Certification # _____ </div> <div> <input type="checkbox"/> WBE-Women's Business Enterprise Certification # _____ </div> <div> <input type="checkbox"/> _____ </div> <div> <input type="checkbox"/> MBE-Minority Business Enterprise Certification # _____ </div> <div> <input type="checkbox"/> _____ </div>
Company's gross annual receipts:	<div> <input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000-\$4,999,999 <input checked="" type="checkbox"/> \$5,000,000-\$16,999,999 </div> <div> <input type="checkbox"/> \$17,000,000-\$22,399,999 <input type="checkbox"/> >\$22,400,000 </div>
NAICS codes (Please enter all that apply).	<div> </div>

PLEASE NOTE: W-9 needs to be attached in order to be entered into our system

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Vector Disease Control International, LLC	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 1320 Brookwood Dr., Ste. H City, state, and ZIP code Little Rock, AR 72202	
	List account number(s) here (optional)	

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
				-			-		

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Debbie Clement*

Date ▶ *5-8-14*

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: Vector Disease Control International

Mailing Address: 605 S. Sherman St. #705E, Richardson, TX 75081

Are you registered to do business in the State of Texas? ☒ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

N/A

- I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

<u>Fort Bend County Tax Acct. No.*</u>	<u>Property address or location**</u>
_____	_____
_____	_____
_____	_____
_____	_____

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

- II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

☐ Yes ☒ No If yes, attach a separate page explaining the debt.

- III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ is a Resident Bidder of Texas as defined in Government Code

[Company Name]

§2252.001.



I certify that VDCI is a Nonresident Bidder as defined in Government Code
[Company Name]

§2252.001 and our principal place of business is Little Rock , AR.
[City and State]

Created 05/12