

*Fort Bend County, Texas  
Invitation for Bid*



*Term Contract for Contingency Aerial Spraying for Mosquito Control  
For Fort Bend County  
BID 19-012*

**SUBMIT BIDS TO:**

Fort Bend County  
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:**

Tuesday, August 7, 2018  
2:00 PM (Central)

**LABEL ENVELOPE:**

**BID 19-012  
AERIAL MOSQUITO SPRAYING**

*ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE  
OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.*

*BIDS RECEIVED AS REQUIRED 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 bidder in writing  
after the Commissioners Court awards.

Requests for information must be in  
writing and directed to:  
Cheryl Krejci, CPPB  
Senior Buyer  
[cheryl.krejci@fortbendcountytexas.gov](mailto:cheryl.krejci@fortbendcountytexas.gov)

**Vendor Responsibilities:**

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

Prepared: 6/25/18  
Issued: 7/23/18

08/31/2018 Original sent to Jessica Carabajal, Purchasing dept.

**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- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.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 Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. 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 correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.
- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 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 Document: 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 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: [cheryl.krejci@fortbendcountytexas.gov](mailto:cheryl.krejci@fortbendcountytexas.gov). Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or

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clarification is **Tuesday, July 31, 2018 at 10:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 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. Bond/s or cashier's check must be complete with all required signatures.
- 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.
- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this

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contract and shall be stated in the bid spreadsheet. 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 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.

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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 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

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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

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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 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 Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first four (4) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

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- 1.36 Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

## **2.0 TERMS & 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.
- 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

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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:
- 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

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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.

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- 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

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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 TERM OF CONTRACT:

The term of this contract is **1 October 2018 through 31 March 2020**, renewable annually for four (4) years (through 31 March 2024) under the terms and conditions if mutually agreeable to both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

### 5.0 BID DOCUMENT COMPLETION:

**Fill out, initial each page, SIGN CONTRACT SHEET, and return ONE (1) complete bid document with all required proof of insurance and forms to the Fort Bend County Purchasing Department. An authorized representative of the bidder MUST sign the contract sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the Fort Bend County Judge and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid or tape is NOT acceptable and may result in the disqualification of bid.**

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If an error is made, vendor **MUST** draw a line through error and initial each change. All response, typed or written information, must be clear and legible.

#### **6.0 MODIFICATIONS:**

This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

#### **7.0 TEXAS ETHICS COMMISSION FORM 1295:**

7.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

7.2 On-line instructions:

7.2.1 Name of governmental entity is to read: Fort Bend County.


7.2.2 Identification number used by the governmental entity is: B19-012.

7.2.3 Description is the title of the solicitation: Aerial Spraying for Mosquito Control.

7.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

#### **8.0 INSURANCE:**

8.1 All respondents must submit, with response, a current certificate of insurance indicating coverage in the amounts stated below if respondent is bidding on hauling. In lieu of submitting a certificate of insurance, respondents may submit, with response, 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 firm named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.

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- 8.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
- 8.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 8.2.2 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.
- 8.2.3 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.
- 8.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 8.3 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 including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 8.4 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 two (2) years beginning from the time that work under the agreement is completed.

Initials of Bidder: FTB

## **9.0 INDEMNIFICATION:**

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

- 9.1 Respondent shall timely report all such matters to Fort Bend 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 Fort Bend County with a written report on each such matter, 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 Fort Bend County required by Respondent in the defense of each matter.
- 9.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 9.3 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 Respondent, Respondent 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 Respondent are not at issue in the matter.
- 9.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 9.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 9.6 Respondent 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 request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 9.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

Initials of Bidder: FD

#### **10.0 STATE LAW REQUIREMENTS FOR CONTRACTS:**

The contents of this section are required by Texas Law and are included by County regardless of content.

- 10.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 10.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

#### **11.0 CONFLICT OF INTEREST:**

- 11.1. Pursuant to Chapter 171 of the Texas Local Government Code, no County public official shall vote on or participate in this Agreement if said official has a direct or indirect substantial financial interest in a business entity or real property relating to this Agreement.
- 11.2 Each party shall file a conflict of interest statement or questionnaire, if required, in accordance with Chapter 176 of the Texas Local Government Code, if (1) Contractor has an employment, business and/or familial relationship with the local government officer (or family member of the officer) that results in the local government officer receiving taxable income exceeding \$2,500, or (2) Contractor has given the local government officer (or to the family member of the officer) one or more gifts with the aggregate value of more than \$100 in the preceding 12 month period.

#### **12.0 PERMITS:**

It shall be the sole responsibility of the successful bidder to obtain all required permits in the name of Fort Bend County.

#### **13.0 AWARD:**

This contract will be awarded to a primary and a secondary overall lowest and best bidder meeting specifications.

#### **14.0 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

Initials of Bidder: AB

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.

- 14.1 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 EPA, the Texas Natural Resources Conservation Commission (TNRCC), Texas Department of State Health Services (TDSHS), FAA, Fort Bend County and all municipal requirements.
- 14.2 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

Initials of Bidder: 

actual spray elevation.

- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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.

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.

- 14.7 Chemicals:

Initials of Bidder: RAJ

- 14.7.1 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.
- 14.7.2 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.
- 14.7.3 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.
- 14.7.4 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.
- 14.7.5 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.
- 14.8 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,

Initials of Bidder: FB

regulation, maintenance and control, of the equipment utilized.

- 14.9 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.
- 14.10 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.
- 14.11 Response to The Notice Of Declaration of Emergency:
- 14.11.1 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.
- 14.11.2 If the vendor shall neglect/fail or refuse to provide services within the required time frames specified by Fort Bend County, the vendor shall

Initials of Bidder: FD



immediately notify in writing of the cause(s) of delay.

- 14.11.3 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.

## 15.0 PRICING/DELIVERY INFORMATION:

Vendor must complete pricing in the area 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 additional fees.

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>2.18</u> /acre =	\$ <u>54,497</u> <sup>82</sup>
25,000 to 49,999	Acre	49,999	x	\$ <u>2.08</u> /acre =	\$ <u>103,997</u> <sup>92</sup>
50,000 to 74,999	Acre	74,999	x	\$ <u>2.03</u> /acre =	\$ <u>152,247</u> <sup>97</sup>
75,000 to 100,000	Acre	100,000	x	\$ <u>1.98</u> /acre =	\$ <u>198,000</u> <sup>00</sup>
Grand Total = \$					<u>508,743</u> <sup>71</sup>

## 16.0 REQUIRED FORMS:

All bidders are required to complete the attached and return with their submission:

- 16.1 Proof of Required Insurance
- 16.2 Vendor Form
- 16.3 W9 Form
- 16.4 Tax Form/Debt/Residence Certification
- 16.5 Contractor Acknowledgement of Stormwater Management Program

Initials of Bidder: RTB

CONTRACT SHEET  
B19-012

THE STATE OF TEXAS  
COUNTY OF FORT BEND

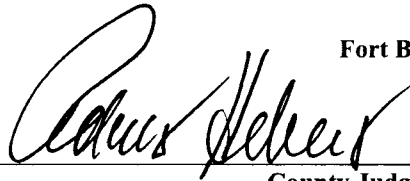
This memorandum of agreement made and entered into on the 28 day of August, 2018,  
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by  
County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and  
Vector Disease Control International, LLC (hereinafter designated Contractor).  
(company name)


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 28 day of August, 2018.

By:  Fort Bend County, Texas  
County Judge Robert E. Hebert

By:   
Signature of Contractor

By: Malcolm Williams Manager Aerial Division  
Printed Name and Title

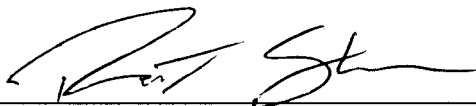


**COUNTY PURCHASING AGENT**  
**Fort Bend County, Texas**

**Vendor Information**

Debbie Kaminski, CPPB  
County Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Vector Disease Control International, LLC	
Business Name (if different from legal name)		
Federal ID # or S.S. #	27-4501078	
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization	
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes      Ticker Symbol _____	
Remittance Address	1320 Brookwood Dr., Ste. H	
City/State/Zip	Little Rock, AR 72202	
Physical Address	1320 Brookwood Dr., Ste. H	
City/State/Zip	Little Rock, AR 72202	
Phone/Fax Number	Phone: 800-413-4445      Fax: 866-839-8595	
Contact Person	Robyn Kirwin	
E-mail	rkirwin@vdcnet	
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise _____ Certification # _____ SBE-Small Business Enterprise _____ Certification # _____ HUB -Texas Historically Underutilized Business _____ Certification # _____ WBE-Women's Business Enterprise _____ Certification # _____	
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____
	>\$22,400,000 <input checked="" type="checkbox"/> _____	
NAICs codes (Please enter all that apply)	561710	
Signature of Authorized Representative		
Printed Name	Robert T. Stanley	
Title	Sr. Business Development Mgr.	
Date	8/2/18	

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE.**

# 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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above <b>27-4501078</b>		
	3 Check appropriate box for federal tax classification; check <u>only one</u> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" 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) ▶ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) <b>Vector Disease Control International, LLC</b>		Requester's name and address (optional)
	6 City, state, and ZIP code <b>1320 Brookwood Dr., Ste. H, Little Rock, AR 72202</b>		
	7 List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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 <i>How to get a TIN</i> on page 3. <b>Note.</b> If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<table border="1"><tr><td colspan="9">Social security number</td></tr><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr><tr><td colspan="9">or</td></tr><tr><td colspan="9">Employer identification number</td></tr><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr></table>	Social security number													-					or									Employer identification number													-				
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<b>Part II Certification</b> 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); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <b>Certification instructions.</b> 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 3.	Signature of U.S. person ▶ <i>Dellin Cervant</i> Date ▶ <i>N/A 8-2-18</i>
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<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted. <b>Future developments.</b> Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at <a href="http://www.irs.gov/fw9">www.irs.gov/fw9</a> . <b>Purpose of Form</b> An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.</i> By signing the filled-out form, you: 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, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.
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**Note.** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>

For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>1</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: \_\_\_\_\_

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

Taxpayer Identification Number (T.I.N.): 27-4501078

Company Name submitting Bid/Proposal: Vector Disease Control International, LLC

Mailing Address: 1320 Brookwood Dr., Ste. H, Little Rock, AR 72202

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.)

Fort Bend County Tax Acct. No.\*

Property address or location\*\*

None

\* 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 §2252.001.  
[Company Name]

☒ I certify that Vector Disease Control International, LLC is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Little Rock, AR.  
[Company Name] [City and State]

*27*



**Mandatory Form**



**Contractor Acknowledgement of Stormwater Management Program**

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

**Vector Disease Control International, LLC**

(Company/Contractor)

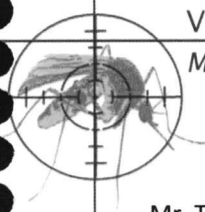
that is believed to be an immediate threat to human health or the environment.

  
Contractor Signature

8/2/18  
Date

Robert T. Stanley  
Printed Name

Sr. Business Development Mgr.  
Title



Vector Disease Control International  
*Mosquito Control Specialists*

August 7<sup>th</sup>, 2018

Mr. Travis Annex  
Purchasing Division  
Fort Bend County  
301 Jackson, Suite 201  
Richmond, TX 77469

Dear Mr. Annex:

Thank you for allowing Vector Disease Control International (VDCI) to provide you with the following bid for Aerial Mosquito Control Services for Fort Bend County. VDCI is a company built on the foundations of public health, ethics, professionalism, and technical expertise. We believe that our mosquito control professionals have more combined experience than any company in the world when it comes to mosquito surveillance and control experience. We operate full service surveillance and control programs on the city, county, and state level in multiple states.

We currently have over 200 contracts nationally. Most of these programs are fully integrated and include surveillance, public education, and integrated ground-based and aerial control measures. We also perform substantial emergency mobilization and response work during disease outbreaks or emergency situations. Unique in our industry, we do not subcontract any of our work because we have the capability to perform all aspects of an integrated program, including aerial application. VDCI is committed to the highest responsible staffing levels to ensure each customer we partner with experiences best in class service. All ground and aerial equipment used in this contract is also company-owned. This includes aircraft, sprayers, etc..

VDCI has been serving government agencies, municipalities, and communities with fully integrated mosquito control programs and aerial services for 26 years. Please refer to the included bid for more information regarding the proposed program details. If you have any questions or would like to discuss this bid, please do not hesitate to contact me directly.

Thank you for your time.

Respectfully,

Robert T. Stanley  
Sr. Business Development Manager

## VDCI CONTACT INFORMATION

Corporate Address:

Vector Disease Control International  
1320 Brookwood Dr., Suite H  
Little Rock, AR 72202  
800-413-4445

Vice President of Operations

Daniel Markowski, PhD  
Tel: 800-413-4445  
Cell: 662-822-1270  
Fax: 866-839-8595  
Email: dmarkowski@vdcnet

Aerial Division Manager

Malcom Williams  
Tel: 800-413-4445  
Cell: 318-372-4073  
Fax: 866-839-8595  
Email: mwilliams@vdcnet

Sr. Business Development Manager

Robert Stanley  
Tel: 800-413-4445  
Cell: 513-266-5525  
Fax: 866-839-8595  
Email: rstanley@vdcnet



## Technical Proposal

At Vector Disease Control International (VDCI), we realize that the cost of mosquito control is an important consideration for everyone. We also realize that aerial adulticiding operations often spawn intense political and environmental debates. For these reasons, we take every measure possible to ensure the most effective control at the best possible price. We hope that it is evident from our extensive use of technology, trained staff, and properly maintained equipment that our primary objective whenever we apply pesticides is to achieve the greatest possible level of mosquito reduction. Thereby, we're able to reduce the risk of disease transmission in as quickly and environmentally accountable manner as possible. This commitment to excellence can be evidenced by our investment in Micronair rotary atomizers on all aircraft, the AIMMS-20 weather system and Wingman™ GX application system. Together, these instruments allow us to not only apply the proper amount of product in the proper treatment area, but they also allow us to depict precisely where the spray cloud has drifted. Consequently, pesticide application is maximized in the target area and the risk to adjacent, non-target areas is greatly minimized.

VDCI will provide aerial adulticiding services for the Fort Bend County, TX. VDCI will handle all contact with the Mosquito Control Section and the County. All aircraft, personnel, pilots, equipment, fuel, oil, maintenance, landing and tie down fees and all other items required to successfully complete missions is included in our pricing.

Specifically, VDCI shall furnish:

- Aircraft certified by the Federal Aviation Administration (FAA) to apply pesticide over congested areas and able to comply with all requirements of FAR Part 137, Agricultural Operation including single engine climb performance
- Aircraft equipped with a dry-break coupling device for loading pesticides and capable for treating via low volume (LV) and ultra-low volume (ULV) dispersal of insecticides
- Aircraft equipped with the Wingman™ GX and AgNav aerial spray guidance system and Micronair rotary atomizers
- Aircraft equipped with automatic flow control to maintain the proper pesticide flow throughout all airspeeds
- Pilots that are fully licensed, experienced and qualified to conduct aerial applications
- Pilots that are trained in the use of Night Vision Goggles (NVGs) for night flying and application capabilities
- Equipment and staff capable of mixing, loading and handling pesticide
- Reconnaissance flights over expected treatment areas to establish operational parameters of each planned application
- Comprehensive reports and post spray maps the day following each application
- Application efficacy monitoring consisting of caged trials and pre- and post-application comparison of mosquito populations

**I. Equipment and Resources**

VDCI's staff represents a highly trained and select group of proven mosquito control professionals that are capable of responding to mosquito related problems 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, access the mosquito control needs, and take the appropriate steps to minimize the impact of these mosquitoes or diseases on the local human population.

VDCI maintains the largest fleet of application vehicles and equipment focused solely on mosquito control. With our fleet of over 200 trucks and 12 fixed-wing aircraft, we are able to provide both aerial and ground applications in any situation in the United States, U.S. territories, or nearby countries. We take great pride in the ability of our programs to protect the public's health from mosquitoes and the diseases they may transmit. Our partner, Air Enterprises has a great reputation and does uphold the same standards as VDCI.

VDCI's aircraft are able to perform precise and uniform applications that fully comply with label requirements. Each of our aircraft is equipped with Wingman™ GX or AgNav GPS-guidance systems. In addition, all of VDCI's aircraft meet or exceed all FAA regulations pertaining to low-level pesticide application. At the completion of each application mission, data is downloaded from the aircraft and reports are generated providing the customer with a graphical depiction of the spray mission, along with the vital statistics of each spray mission.

All pre-mission data can be emailed to VDCI before the mission. Post-mission reporting and data deliverables will be available within 24 hours. All ground support personnel are trained to meet or exceed safety requirements for transferring product(s) in compliance with Federal EPA, state, and local agencies as well as the ability to proactively contain any challenges associated with product spills. Our aerial application specialists have more than 100 years in combined aerial application experience, 18,000 hours of aerial adulticiding, and extensive experience in large-scale programs.

**II. Pilot Experience**

Each pilot shall meet or exceed the following qualifications:

1. Minimum of Fifteen hundred (1,500) logged and verifiable flight hours.
2. Minimum of Fifteen hundred (1,500) logged and verifiable hours in aerial application of insecticide to control mosquitoes.
3. Possesses and maintain current licensure as commercial applicators for Public Health and aerial application in Delaware.

4. In addition to the above certification, copies of commercial pilot's license with multi-engine rating, first or second class medical certificate, and copies of any other documentation required by the FAA, State and local agencies.

### **III. Loading Procedures**

VDCI will be responsible for the transfer of the insecticide from the insecticide container to the aircraft. VDCI shall provide sufficient personnel with capabilities that meet or exceed safety requirements for transferring product(s) in compliance with United States Environmental Protection Agency (EPA), State and local agencies as well as the ability to proactively contain any challenges associated with product spills.

Loading personnel will follow all pesticide mixing and loading procedures as directed on the product label and ensure proper use of Personal Protective Equipment (PPE). Prior to operations each day, all connections and fittings will be checked to ensure they are properly secured. Spill kits will be on hand and available for use. All aircraft valves will be set in the proper position and ready for loading.

A support truck and trailer will be available for each aerial mission. Equipment included on the support trailer shall include all equipment and supplies required to fully and efficiently allow for the successful loading, and possible clean-up, of all pesticides used during the aerial operation. All empty pesticide containers will be returned to the manufacturer by VDCI.

### **IV. Airport**

VDCI will be responsible for locating and securing an appropriate airport capable of meeting all requirements for safely conducting the aerial operations outlined in this proposal. The airports presented in the RFP are all accessible and will be used for missions.

### **V. Emergency Management and Employee Safety**

VDCI Ground Personnel are trained and certified in Hazardous Materials Operation (OSHA Level II). They are qualified to contain and clean up small spills and notify the appropriate agencies if the incident is beyond their level of training.

It is the policy of VDCI to conduct all business activities in a responsible and safe manner, free from recognized hazards; to respect the environment, health and safety of our employees, customers, suppliers, partners and community neighbors; and to comply with all applicable environmental, health and safety laws and regulations in the communities where we operate, while committing ourselves to the continuous monitoring and improvement of our environmental health and safety management systems pollution prevention practices and safety training programs.

**VI. Reporting**

The officers and staff of VDCI are cognizant that we will be working for the County. Although we are a private entity, we are able to operate much like a division of your organization. We anticipate and look forward to a close working relationship with your Staff.

VDCI will have each spray block's report available within 24 hours of completion, our reports will include:

- Post-spray GPS maps of treated area. Our records will include:
  - Flight direction
  - Spray on and spray off
  - Flight path
  - Offset
  - Wind speed and direction
  - Altitude
  - Air speed of the aircraft
- The volume of pesticide applied (in OZ and or pounds per acre)
- The date and time of application
- The name of the pesticide applied
- Model and tail number of aircraft used for application
- Name of pilot(s) and State licenses number

Attached are examples of post application reports/maps that can be provided to the Program within 24 hours.

**VII. Application Efficacy Monitoring**

VDCI's staff represent a highly trained and select group of proven mosquito control professionals that are capable of conducting mosquito surveillance, research and application validation initiatives. Daniel Markowski, Ph.D., serves as the scientific liaison working with each of our biologists to ensure that all operations are based in the science of approved vector control practices. If requested, we are prepared to monitor the effectiveness and operational success (or failure) of the aerial applications.

The objective of our program to monitor for the effectiveness of our applications is to ensure quality of the output spray spectrum from the Micronair AU 4000 and 5000 atomizers. The ultimate goal would be to ensure that the droplets sampled produce an average and replicated Volume Median Diameter (VMD) within label rates while ensuring that each product, larvicide and adulticide, effectively cause mortality in the target species.

Evaluating the results of all adulticide events will be an important component to this control effort. The basic concept of assessing the efficacy in naturally occurring populations of mosquitoes of any application is to compare the number of mosquito specimens collected before



and after each application. Larval dip counts and BG traps, baited with CO<sub>2</sub> are highly recommended and we anticipate we be done by Delaware's Mosquito Control Section.

### **VIII. Quality Assurance**

Through prior and existing QA experience, VDCI implements 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 aircraft and 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 will be submitted to the County as requested in a timely manner.

## **Emergency Response**

### **PERSONNEL/STAFF EXPERTISE AND EXPERIENCE**

Vector Disease Control International (VDCI) is committed to providing the best possible service to our customers and this dedication is evident in everything we do. 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.

At VDCI, we focus exclusively on scientific mosquito control services based on an industry recognized, Integrated Pest Management approach. Our professional staff includes Biologists and Ph.D. Entomologists who are involved in each of our programs, ensuring that we as a company are always on the forefront of scientific developments in mosquito control techniques. In fact, we are often intimately involved in such developments given our national presence and knowledge of many different species and habitats.

#### **Personnel and Staff Expertise**

VDCI employs 140 full time salaried employees and approximately 330 seasonal field technician employees. **Our part time field technicians are trained annually in Integrated Pest Management principles. Many part time field technicians have been with VDCI for a decade or more.**

In summary, VDCI will bring to bear multiple managers with extensive experience in the field of vector control and can flex its staffing level up or down significantly using its employee base of over 400 people. If the need proves to be more substantial, VDCI can quickly ramp up, train, and build more infrastructure as needed to fulfill the needs of this contract. We routinely implement training programs throughout the country to train new employees and new seasonal staff. If the need arose to scale operations quickly, VDCI's experience in recruiting and training seasonal staff will prove to be an important asset.



## PAST PERFORMANCE

VDCI operates City-wide and County-wide IPM programs in 16 states. In addition, VDCI conducts aerial application for control of vector borne diseases in 20 states. We believe that we have the largest fleet of vehicles and airplanes dedicated specifically to mosquito control than any other private company in the world. VDCI often has the opportunity to respond in emergency situations, whether a disease outbreak or a natural disaster. Below we highlight a few examples that illustrate the breadth of our programs and ability to respond quickly and with ample resources.

### 1. Dallas County West Nile Virus Emergency Response 2012

As you are aware, the City of Dallas experiences a severe West Nile Virus outbreak in August of 2012. On August 10<sup>th</sup>, 2012, VDCI was contacted by the state of Texas inquiring about our capabilities to help respond to the threat of a continuing West Nile Virus outbreak. Within a matter of days, VDCI had twelve ULV spray trucks in Dallas. VDCI commenced operations on August 14<sup>th</sup>, four days after the initial contact from the state of Texas. During the first three nights of work, VDCI treated over 525 spray miles. In total, over a two-week period, VDCI treated over 3,200 spray miles.

It is important to note that at the time of the call from Texas, VDCI had no presence in the state and had no licensed employees. We were able to work with the state to conduct licensing tests and were properly licensed within **three days** of the initial contact. In part based on our performance during this emergency response event, we now have a permanent contract with Dallas County and several municipalities in the Dallas Metropolitan area.

### 2. City of Chicago Catch Basin Treatment 2012

VDCI supplements the City of Chicago program by managing the surveillance, identification, disease testing, and larvicide and adulticide treatment functions. We believe it serves as an example of our ability to mobilize employees to accomplish a difficult logistical challenge. The summer of 2010 serves as an instructive example of our activities. During four weeks in June, VDCI treated 120,000 catch basins. Eight van crews were organized using a gridded deployment model. VDCI quickly ramped up operations by obtaining, training, and supervising a part-time field staff of over 50 people in a relatively short period of time. During the course of the summer, 85 traps were set Monday and Tuesday, producing a total of 170 collections per week. After identification, VDCI tested a total of 2,461 pools during the course of the summer.

### 3. Bingham County, Idaho 2015

VDCI manages a fully integrated IPM program for Bingham County, Idaho. With 2,120 square miles, Bingham County is a large county and is approximately 70% the size of Puerto Rico. During the summer of 2015, VDCI larvicided 1,584 acres and inspected over 5,005 sites. 212 *Culex* mosquito pools were identified and tested after setting 696 traps. Finally, over 2,000 spray miles were conducted.

### 4. Franklin County, Ohio 2015

VDCI manages a fully integrated IPM program for Franklin County, Ohio. In direct coordination with the Health Department, we serve 34 municipalities in Franklin County. VDCI sets 49 Gravid traps (1 night), 6 CDC Light traps and 4 BG Sentinel traps (4 nights), producing a total of 89 collections a week. In 2015, we identified and tested a total of 93,559 female *Culex* mosquitoes, sprayed a total of 2,094 miles in July and August (5 trucks), and fielded 205 service requests in 2 weeks (July 1-15), and 217 Service Request in 2 weeks (Aug. 3-17).

### 5. Various Hurricane Response Events, 2004 – 2017

VDCI maintains the largest fleet of aircraft in the world that is dedicated exclusively to mosquito control operations. Treating between 4 and 5 million acres per season, VDCI is the largest aerial applicator in the United States. We not only conduct routine aerial applications throughout the course of a typical season, but also have significant experience responding to natural disaster events. Recently, we treated over 5 million acres between Florida and Texas in response to hurricanes Irma & Harvey.

Below is a summary of significant emergency response events.

**2017** - 2.1 million acres throughout Florida in response to Hurricane Irma

**2017** – 1.8 million acres throughout Texas in response to Hurricane Harvey

**2014** - 0.5 million acres in Montgomery County, Texas in response to a West Nile Virus outbreak

**2012** - 1.5 million acres in Florida and Louisiana after Tropical Storm Debby and Hurricane Isaac

**2011** - 0.5 million acres in North Carolina and Pennsylvania after Hurricane Irene

**2008** - 3.8 million acres after Hurricanes Ike and Gustav

**2005** - 3.1 million acres in Mississippi and Louisiana after Hurricanes Katrina and Rita

**2004** - 5.4 million acres in Florida in response to multiple hurricanes

Mobilizing resources to treat millions of acres in a matter of weeks is a significant undertaking that requires round the clock work. Below is a brief outline of a typical day during such events. Although this is not an exclusive list of activities, it provides an example of VDCI's experience conducting large-scale operations in response to a disease outbreak or natural disaster.

**7:00 am – 3:00 pm** – Mechanics at the airport responding to any “squawks” the pilots have. If necessary, maintenance performed throughout the day.

**8:00 am – 3:00 pm** – Ground Mosquito crews pick up traps from night before and identify mosquitoes

**10:00 am** – Project Leader coordinating with state agencies on previous night’s spray mission and current night’s plan

**11:00 am** – Loading crew at airport to check loading equipment and product volumes

**3:00 – 5:00 pm** – Pilots scout current night’s mission and check weather

**6:00** – Pre-mission debrief: Plan discussed, safety requirements reviewed

**7:00 pm – 2:00 am** – Spray time: Each plane treats approximately 50,000 acres in one night

**2:00 am – 4:00 am** – spray tanks rinsed, mission data downloaded and sent to GIS specialist

**5:00 am – 7:30 am** – GIS specialist generates maps of spray mission and delivers to client by 8:00 am local time

While the above represents the breadth of VDCI’s experience and programs and also our ability to mobilize significant resources in a very short timeframe, combating *Ae. aegypti* and *Ae. albopictus* can be a very unique challenge. Below, we have included a brief summaries of contracts in which we are taking specific action to combat these particular species of mosquito.

#### **1. City of Chicago Department of Public Health**

Mosquito Abatement Services, Contract # 29877

**Brief Description of Work:** VDCI supplements the City of Chicago’s West Nile Virus Surveillance and Control program by managing the surveillance, identification, disease testing, and larvicide and adulticide treatment functions. We believe it serves as an example of our ability to mobilize employees to accomplish a difficult logistical challenge as well as implement surveillance and control strategies for *Ae. albopictus* in large urban environments. In 2015, with the increase in imported cases of CHIKV in the US, we assisted the City in the development and implementation of a response plan. In our plan, we established routine surveillance locations throughout the City and use BG Sentinel traps to assess the population density of *Ae. albopictus*. With imported cases, the immediate neighborhood around the case is surveyed for the presence of potential vector mosquitoes and source reduction and larvicide actions are carried out when deemed necessary. Our efforts are coordinated with multiple City agencies including the Departments of Health, Sanitation, Parks, Information Technology, and Aviation.

**Type:** Mosquito Surveillance and Abatement Services

**Period of Performance:** April, 2008 through October, 2016

**Place of Performance:** Chicago

**Personnel:** 2 Managers, 13 Seasonal Technicians

#### **Contacts:**

Cortland Lohff, MD, MPH

Medical Director for Environmental Health

City of Chicago Department of Public Health  
2133 W. Lexington  
Chicago, IL 60612  
312-746-6621  
[Cortland.Lohff@cityofchicago.org](mailto:Cortland.Lohff@cityofchicago.org)

Milton E. Leblanc  
Senior Procurement Specialist  
City of Chicago, Department of Procurement Services  
121 North LaSalle Street, Room 806  
Chicago, Illinois 60602  
312-744-7971  
[miltonleblanc@cityofchicago.org](mailto:miltonleblanc@cityofchicago.org)

## **2. Centers for Disease Control and Prevention**

Emergency Vector Control Services, Contract #: 200-2016-89005

**Brief Description of Work:** VDCI was awarded a very similar contract for the emergency control of *Ae. aegypti/albopictus* and in order to reduce the risk for Zika virus infection for pregnant women in the US Territories. We believe our ability to rapidly deploy staff, equipment and pesticides to each of the territories and perform the assigned work have been demonstrated repeatedly. Our primary objective has been to work with the local Health Departments, licensing agencies, and CDC staff to develop a plan to rapidly and effectively treat pregnant women's homes, schools, hospitals, and other public areas at risk while providing residents with outreach materials to help increase their understanding of the disease and empower them to reduce their own risk of exposure through personal protective measures. In the USVI, we have established an ongoing program of inspection and outdoor treatment of homes and inspected/treated all 51 schools and hospitals in the territory. In RMI, we treated (indoor and/or outdoor) 235 homes, 23 churches, 43 churches, 2 Hospitals and 4 public areas in less than 4 weeks. In Guam, we treated (indoor and/or outdoor) 11 schools and 15 public areas in just over 2 weeks, completing the work on schedule even after a problematic equipment failure. We feel those we have worked with can best sum up our efforts over the last couple months:

From Dr. Esther Ellis, Territorial Epidemiologist, V.I. Department of Health, "Your services are critical to the success of our Zika response. On behalf of all the pregnant women in USVI, we are very grateful for your continued services."

From Rosanna Y. Rabago, Environmental Public Health Officer Administrator, Guam Division Department of Public Health and Social Services, "On behalf of the Division (and Guam, I'm sure), please allow me to extend a gof dangko'lo na si Yu'os ma'ase (thank you very much) for all your hard work."

From Dr. Helentina Garstang, MO, DCHMS, Public Health Director, Republic of the Marshall

Islands, Ministry of Health, "Words can't express the great job that you and the whole team have accomplished in a short period. You all did a great job. Kommol tata!"

**Type:** Emergency Zika Control Services in the US Territories

**Period of Performance:** March, 2016 through June, 2015

**Place of Performance:** Puerto Rico, USVI, RMI, Guam, and Samoa

**Personnel:** 1 Project Manager, 18 managers and technicians

**Contacts:**

Christine N Godfrey  
Team Lead/Contracting Officer  
Centers for Disease Control and Prevention  
Procurement and Grants Office, Branch 2/Team 2  
2920 Brandywine Rd (MS-K69)  
Atlanta, GA 30341  
770-488-2519  
[cnp9@cdc.gov](mailto:cnp9@cdc.gov)

Tamika Green  
Inventory Management Specialist  
Centers for Disease Control and Prevention Division of Strategic National Stockpile  
2920 Brandywine Rd  
Atlanta, GA 30341  
404-639-2464  
[dso4@cdc.gov](mailto:dso4@cdc.gov)





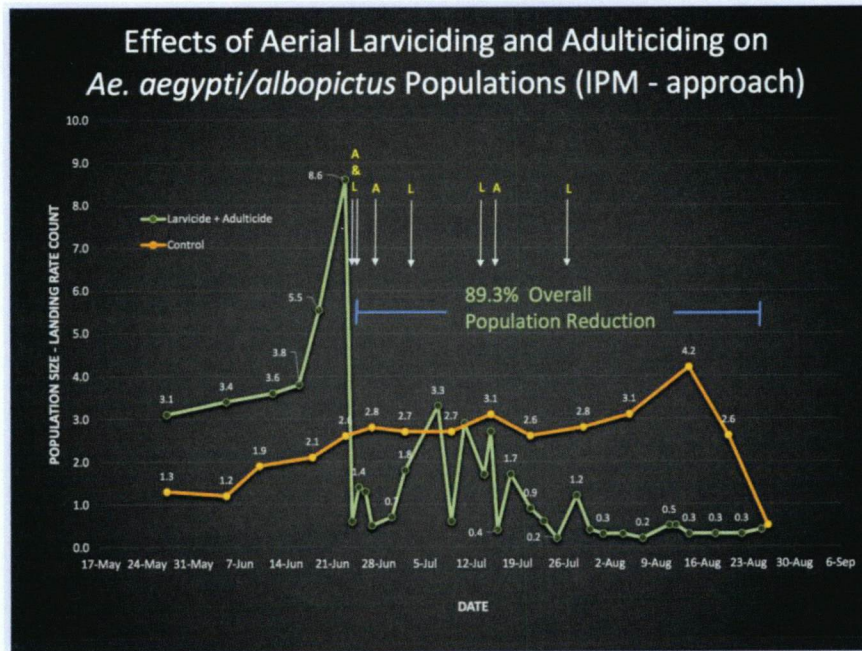
#### **IX. Aerial Vector Control Activities**

VDCI has been working with several mosquito control districts throughout the US as well as conducting proprietary efficacy trials in an effort to control *Ae. aegypti* and *Ae. albopictus* mosquitoes exclusively through the use of aerial application. Results from this work have shown that when low volume larvicide and standard ULV adulticide are delivered properly, we can achieve excellent suppression of these container-breeding mosquitoes; without the use of traditional ground crews.

Results recently presented by Manatee County Mosquito Control District demonstrate the potential efficacy from aerially applied Fyfanon used in conjunction with aerially applied Altosid. VDCI feels strongly that these techniques can be replicated elsewhere with properly trained pilots, flying planes appropriately equipped to deliver the proper droplet size, with appropriate



drift modeling and application rates. Furthermore, these applications are considerably less cost per acre when compared to traditional door-to-door ground campaigns.



VDCI's aerial adulticide fleet is second to none. Our fixed-wing aircraft are capable of applying any registered adulticide over congested areas as required by the FAA. Our experience and success in urban mosquito spraying with aircraft is unsurpassed in the industry. VDCI provides the necessary ground support personnel for pesticide handling and loading. All ground support personnel are trained to meet or exceed safety requirements for transferring product(s) in compliance with Federal Environmental Protection Agency (EPA), State and local agencies as well as the ability to proactively contain any challenges associated with product spills.

#### *Certifications/Aircraft Make and Model.*

VDCI shall utilize FAA approved aircraft, equipped with systems for the dispersal of adulticides over rural and/or congested areas, in fulfilling the terms of the contract. We will base one aircraft in Texas. No herbicides have been/will have been applied through any equipment VDCI will utilize for the execution of this contract. VDCI shall provide all labor, equipment, fuel, supplies, insurance, and any other requirements to complete the terms of the contract. The aircraft used within the contract shall be certified by the Federal Aviation Administration (FAA), and comply with all requirements of FAR Part 137, Agricultural Operation. An approved FAA Congested Area Plan will be provided prior to

commencement of operations. All log books will be made available for review by the county at any time. Copies of daily flight records will also be provided to the State.

*Aircraft Maintenance.*

VDCI has an accomplished, in-house maintenance staff continually performing routine and emergency maintenance on all our aircraft. All maintenance crewmen are FAA certified IA mechanics. All of our aircraft are in compliance with FAR 137. Prior to the start of the project, as defined by the ordering agency, VDCI will complete all flight tests and approvals required by the FAA and allow for inspection of all aircraft and equipment used in this project. VDCI will maintain an accurate daily flight record and furnish the Development Management with a copy upon request.

*Spray System.*

All aircraft used within the contract shall have a spray system able to produce droplets of pesticide within the specifications stated on the label, while applying at a label-approved rate of at least 12 ounces per acre. These leak proof spray systems are constructed so that all insecticide can be completely drained.

*Operation Monitoring and Surveillance.*

All aircraft will have the capability to produce a digital GIS map capable of "replaying" the aerial mission as it was flown using the on board flight recording software. Our GIS Specialist will also graphically display the flight path, spray switch status, air speed, date, time, positional GPS coordinates, meteorological variables, and spray cloud drift prediction data for each application. The AIMMS-20 weather system and Wingman™ GX application system allow us to not only apply the proper amount of product in the proper treatment area, but they also allow us to depict precisely where the product has drifted. Consequently, pesticide application is maximized in the target area and the risk to adjacent, non-target areas is greatly minimized.

*Spray System Calibration and Characterization.*

VDCI implements 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 aircraft and equipment to the highest level. Throughout the season we routinely inspect and calibrate all application equipment. We have an understanding of the NPDES reporting requirements and keep records accordingly.

*Support Equipment.*

VDCI will be responsible for assisting in the loading and unloading of the aircraft. VDCI shall provide sufficient personnel with capabilities that meet or exceed safety requirements for transferring product(s) in compliance with the US EPA, state, and local



agencies as well as the ability to proactively contain any challenges associated with product spills.

Loading personnel will follow all pesticide mixing and loading procedures as directed on the product label and ensure proper use of Personal Protective Equipment (PPE). Prior to operations each day, all connections and fittings will be checked to ensure they are properly secured. Spill kits will be on hand and available for use. All aircraft valves will set in the proper position and ready for loading.

A support truck and trailer will be available for each aerial mission. Equipment included on the support trailer shall include all equipment and supplies required to fully and efficiently allow for the successful loading, and possible clean-up, of all pesticides used during the aerial operation. All empty pesticide containers will be returned to the manufacturer by VDCI.

#### *GPS Navigation System.*

Each aircraft will utilize a Sat-Loc for GPS navigation during the application flight. Each system will:

- a) Be capable of GPS (Global Positioning Satellite) guidance with gridline capabilities. The system shall have an accuracy of zero (0) to ten (10) feet and be used on *all* aerial spray missions.
- b) Will process onboard meteorology accurate within less than one (1) knot; a two (2) degree vector and less than one (1) degree in temperature to be used for optimization in real-time and detection of a temperature inversion.

VDCI will have each spray block's report available within 12 (twelve) hours of completion, our reports will include:

- Post-spray GPS maps of treated area. Our records will include:
  - Flight direction
  - Spray on and spray off
  - Flight path
  - Offset
  - Wind speed and direction
  - Altitude
  - Air speed of the aircraft
- The volume of pesticide applied (in OZ and or pounds per acre)
- The date and time of application
- The name of the pesticide applied
- Model and tail number of aircraft used for application
- Name of pilot(s) and State licenses number

Examples of post application reports and maps that can be provided within twelve hours are attached. In addition, we will send all shape files and associated data within 24 hours.

VDCI uses ArcView for mapping software, but our system and data are compatible with all other GIS software programs used.

*Aircraft Communication.*

VDCI aircraft have Nav/Com radios capable of direct communication to Air Traffic Control (ATC), ground crews, and VDCI control support during every VDCI aerial application mission.

**X. Community Outreach Activities**

Given that the mosquito vector lives in and around urban settings, laying her eggs in water-holding containers that homeowners have created, community understanding of the sources of these mosquitoes and how to properly “mosquito-proof” their homes is critical. Furthermore, educational pieces that encourage individuals and families to seek prompt medical care when ZIKV is detected in a community should be distributed. Outreach to neighbors, work colleagues, and members of social clubs can reinforce messages disseminated through the mass media regarding symptoms of infection and appropriate home-based care of infected individuals.

VDCI has developed numerous brochures, flyers, and fact sheets for various mosquito-borne diseases. In conjunction with our door-to-door larvicide efforts, these materials can be delivered to homes and residents throughout affected neighborhoods should the County want to add these services.

**XII. Response Time Frame**

*Program Management:* Senior VDCI coordination staff are prepared to be on-site as requested. We will maintain routine communications as needed to help anticipate the need for services and enable a rapid response to requests for service.

*Staff:* Upon award of contract, VDCI will immediately place crews on Stand By and be ready to deploy within 24-48 hours notice or less in the event of an emergency.

# Aircraft Calibration Record

Date: 4/21/2017

Name: Malcom Williams

Aircraft: N415CC

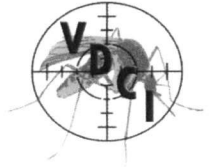
Nozzle Type: AU 4000

Pump Pressure: 18

Test Time (seconds): 60 sec

Pesticide Dibrom .50

Vector Disease Control International  
1320 Brookwood Dr. St H  
Little Rock, AR 72202  
(T) 800-413-4445  
(F) 866-839-8595



	Nozzle 1	Nozzle 2	Nozzle 3	Nozzle 4
Volume Collected:	76	77		
Nozzle Variation:	0.99	1.01		

No. of Nozzles Tested:	2
Avg. Nozzle Volume (oz):	76.5
Total Volume (oz):	153.0
Aircraft Speed (mph):	150
Swath Width (ft):	1000
Minutes to Travel 1 Mile:	0.4
Acres Sprayed/Minute:	303.0
Acres Sprayed/Mile:	121.2
Ounces of Spray/Acre:	0.50

Applicator Signature: Malcom Williams

# Aircraft Calibration Record

Date: 7/26/2017

Name: Malcom Williams

Aircraft: N27989

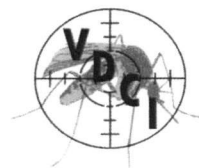
Nozzle Type: AU 4000

Pump Pressure: 8

Test Time (seconds): 60 sec

Pesticide **Dibrom 4.0**

Vector Disease Control International  
1320 Brookwood Dr. St H  
Little Rock, AR 72202  
(T) 800-413-4445  
(F) 866-839-8595



	Nozzle 1	Nozzle 2	Nozzle 3	Nozzle 4
Volume Collected:	63	67		
Nozzle Variation:	0.97	1.03		

No. of Nozzles Tested:	2
Avg. Nozzle Volume (oz):	65.0
Total Volume (oz):	130.0
Aircraft Speed (mph):	160
Swath Width (ft):	100
Minutes to Travel 1 Mile:	0.4
Acres Sprayed/Minute:	32.3
Acres Sprayed/Mile:	12.1
Ounces of Spray/Acre:	4.02

Applicator Signature: Malcom Williams



Vector Disease Control

## Post-Application Report

Customer	Sarasota County, FL
Date	7/7/2017
Type of Aircraft	Piper Aztec
Registration # of Aircraft	68MW
Type of Application	Adulticide
Spray Swath Width	1000
Pilot	Jason Alred (#ph9641)
Co-pilot	Tracey Starr
Spray Zone treated	N15, N19, N20, & N21
Chemical Used	Anvil 10+10 (EPA Reg #1021-1688-8329)
Quantity (gallons)	55.00
Oz/Ac	0.62
Acres treated	11,355.0
Time of Application Start	20:57
Time of Application End	22:03
Aircraft Indicated Speed	130 kts
Release Altitude	300'
Wind speed	6 mph
Wind direction	Variable
Temperature/Dew Pt	86F/73F
Sunset	20:29
Sunrise	6:41
Sky Condition	Clear

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Vector Disease Control International, LLC  
Little Rock, AR United States

**Certificate Number:**  
2018-391838

**Date Filed:**  
08/14/2018

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

**Date Acknowledged:**  
08/28/2018

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

B19-012  
Aerial Spraying for Mosquito Control

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**



### 6 UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)