



Company Name:

TARRANT COUNTY
PURCHASING DEPARTMENT

MELISSA LEE, C.P.M., A.P.P.
PURCHASING AGENT

CHRIS LAX, CPSM, CPSD, CPCP
ASSISTANT PURCHASING AGENT

RFP NO. 2023-036

**REQUEST FOR PROPOSALS
FOR
ANNUAL CONTRACT FOR
AERIAL APPLICATION OF PESTICIDES
FOR MOSQUITO CONTROL**

**PROPOSALS DUE NOVEMBER 21, 2022
2:00 P.M. CST**

RFP NO. 2023-036

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PRE-PROPOSAL CONFERENCE

A Pre-Proposal GoToMeeting Video Conference
will be held:

MONDAY, NOVEMBER 7, 2022, AT 2:00 P.M. CST

RSVP: Vendors planning to attend the Pre-Proposal GoToMeeting Video Conference must RSVP to Teresa Ralls, Senior Buyer, via fax 817-884-2629 or, if unable to fax, email to BidQuestions-RSVP@tarrantcounty.com by 5:00 p.m., Friday, November 4, 2022. Confirmed receipt by Tarrant County of this email is required.

A RSVP must be completed by each company representative wishing to participate in the GoToMeeting and an email address must be provided for each.

After the RSVP deadline, a GoToMeeting invitation will be sent to participants.

Questions from Respondents will be addressed at the pre-proposal conference. Any vendor who submits a proposal without attending the scheduled pre-proposal conference does so at his own risk. Such Respondent who submits a proposal and does not attend the scheduled pre-proposal conference waives any right to assert claims due to undiscovered conditions.

**RFP FOR ANNUAL CONTRACT FOR
AERIAL APPLICATION PESTICIDES FOR MOSQUITO CONTROL**

Tarrant County is soliciting proposals for its **ANNUAL CONTRACT FOR AERIAL APPLICATION OF PESTICIDES FOR MOSQUITO CONTROL** for the **PUBLIC HEALTH DEPARTMENT**.

Original and Three (3) Copies
OF
COMPLETED PROPOSALS
MUST BE RECEIVED IN THE
TARRANT COUNTY PURCHASING DEPARTMENT
AT 100 E. WEATHERFORD, SUITE 303
FORT WORTH, TEXAS 76196-0104
ON OR BEFORE NOVEMBER 21, 2022 AT 2:00 P.M. CST

All proposals are due in the Tarrant County Purchasing Department by the due date in sealed envelopes or boxes. All proposals must be clearly marked with the Proposal Number, the name of the company submitting the proposal package, and date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. The original proposal must be clearly marked "ORIGINAL" and contain all original signatures. "No-Bid" response to be returned on the form included in the section under Forms.

Any proposal received after the date and hour set for Proposal opening will not be accepted. The Respondent will be notified and will advise Tarrant County Purchasing as to the disposition by either pick up, return at Respondent's expense, or destroyed with written authorization of the Respondent. If Proposals are sent by mail to the Tarrant County Purchasing Department, the Respondent shall be responsible for actual delivery of the Proposal package to the Tarrant County Purchasing Department before the date and hour set for Proposal opening. If mail is delayed either in the postal service or in the internal mail system of Tarrant County beyond the date and hour set for the Proposal opening, proposals thus delayed will not be considered and will be disposed of as authorized.

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Respondent guaranteeing authenticity. After the official opening, Proposals become the property of Tarrant County and may not be amended, altered or withdrawn without the recommendations of the Tarrant County Purchasing Agent and the approval of Tarrant County Commissioners Court.

Tarrant County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this proposal. Tarrant County is not exempt from Surplus Lines Tax or Texas Stamping Tax.

Tarrant County reserves the right to accept or reject in part or in whole any proposals submitted and to waive any technicalities for the best interest of Tarrant County.

No oral explanation or instructions will be given by Tarrant County officials or employees in regard to the meaning of the proposal specifications before the award of the contract unless authorized by the Tarrant County Purchasing Agent or their designee. Requests from interested bidders for additional information or interpretation of the information included in the specifications should be directed in writing, via fax or via email, to:

RFP FOR ANNUAL CONTRACT FOR AERIAL APPLICATION PESTICIDES FOR MOSQUITO CONTROL

TERESA RALLS, SENIOR BUYER

Fax: 817-884-2629

Email: BidQuestions-RSVP@tarrantcounty.com

All documents relating to this proposal including but not limited to, the proposal document, questions and their responses, addenda and special notices will be posted under the proposal number on the Tarrant County website and available for download by interested parties. No documents will be faxed or emailed after the initial Notice of Intent prior to award. **It is the Respondent's sole responsibility to review this site and retrieve all related documents prior to the Proposal due date.**

The deadline for receipt of all questions is 12:00 p.m., CST, Tuesday, November 8, 2022. After this deadline, all questions and responses will be posted on the website and available for download by interested parties.

All questions **must** be submitted in writing and directed to Teresa Ralls, Senior Buyer, via fax at **817-884-2629** or, if unable to fax, emailed to BidQuestions-RSVP@tarrantcounty.com.

Faxed Questions: Faxed questions **must** reflect the RFP number **or** include the RFP cover page.

Emailed Questions: The email **must** include the RFP No. in its subject and confirmation of receipt by Tarrant County is **required**.

All Proposal Response Forms and questionnaires must be fully completed and included in your response. Detailed specifications have been provided, and any deviations or exceptions must be referenced on the designated response forms that have been provided. Unless deviations are specifically stated herein, benefits will be provided according to the specifications at no additional charge.

The Proposal is issued in compliance with the County Purchasing Act, Section 262.030. Negotiations may be conducted with responsible Respondent(s) who submit Proposals determined to be reasonably susceptible of being selected for award.

It is the Respondent's sole responsibility to print and review all pages of the Proposal document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide a signature on this form renders the Proposal non-responsive. Failure to complete and submit all required forms, including but not limited to References, Compliance with Federal and State Laws Form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire Proposal.

CONFIDENTIALITY: Any material that is to be considered confidential in nature must be clearly marked as such and may be treated as confidential to the extent allowable in the Texas Public Information Act. Pricing information is not considered confidential. Trade secrets or confidential information **MUST** be placed in a separate envelope marked "**CONFIDENTIAL INFORMATION**" and **EACH PAGE** must be marked "**CONFIDENTIAL INFORMATION.**" Tarrant County will make every effort to protect these papers from public disclosure as outlined in Texas Local Government Code, Section 262.030(c).

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR AERIAL APPLICATION PESTICIDES FOR MOSQUITO CONTROL</p>

The Texas Public Information Act gives the public the right to request access to government information, subject to certain narrow exceptions. Tarrant County is an entity subject to this Act. Therefore, please be advised that your company's declaration that certain information submitted in response to a Proposal is "confidential" will not be treated as such if Tarrant County receives a request for a copy of the Proposal. Tarrant County will, of course, make every effort to inform your company of such a request and to provide you with an opportunity to object to the release of any proprietary information per the procedure outlined in Texas Government Code Section 552.305. Notice to your company under Section 552.305 may be sent via either certified mail or e-mail using the contact information provided by you on the signature form. Please be advised that Tarrant County cannot and will not make an agreement to withhold information from the public contrary to Tarrant County's responsibilities under the Act.

Additionally, to the extent your proposal is incorporated into the contract, the proposal will become an official record available for public inspection.

Proposals shall be opened to avoid disclosure of contents to competing Respondents and kept secret during the process of negotiation. All Proposals that have been submitted shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified as such.

All proposals shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of the proposal. Tarrant County review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials, or service. Proposals which call for payment before thirty (30) days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the Tarrant County Purchasing Agent, the review, inspection, and processing procedures can be completed as specified.

Invoices shall be sent directly to the Tarrant County Auditor's Office, Attention: Accounts Payable, 100 East Weatherford, Room 506, Fort Worth, Texas 76196, or email to SAP-invoices@tarrantcounty.com. In accordance with the Prompt Payment Act, it is the intention of Tarrant County to make payment on completed orders within thirty (30) days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided and must reference the Tarrant County Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

Continuing non-performance of the Vendor in terms of specifications shall be a basis for the termination of the contract by Tarrant County. Tarrant County shall not pay for work, equipment, or supplies which are unsatisfactory. The Vendor will be given a reasonable opportunity before termination to correct deficiencies. This, however, shall in no way be construed as negating the basis for termination for nonperformance.

The **contract may be terminated** by either party upon written thirty (30) day notice prior to cancellation.

Proposals will be considered non-responsive if they show any omissions, alteration of form, additions or conditions not called for, or inconsistency of any kind. However, Tarrant County reserves the right to waive any inconsistencies and to make an award in the best interest of Tarrant County.

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Proposals may be deemed non-responsive, among other reasons, for any of the following specific reasons:

1. Proposals containing any inconsistencies.
2. Unbalanced value of any items.

Respondents may be disqualified and their proposals not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the Respondents.
2. Reasonable grounds for believing that any Respondent is interested in more than one proposal for the work contemplated.
3. The Respondent being interested in any litigation against Tarrant County.
4. The Respondent being in arrears on any existing contract or having defaulted on a previous contract.
5. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
6. Uncompleted work that in the judgment of Tarrant County will prevent or hinder the prompt completion of additional work, if awarded.
7. Respondents shall not owe delinquent property tax in Tarrant County.
8. Respondent's past performance record with Tarrant County.
9. Limited competition.

Due care and diligence have been used in the preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the Respondent. Tarrant County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the Respondent to determine the full extent of the exposures.

The successful Vendor may not assign their rights and duties under an award without the written consent of the Tarrant County Purchasing Agent. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

Audit Clause: The Vendor must agree that Tarrant County will, until the expiration of twelve (12) months after final payment under this agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records (hard copy, as well as computer generated data) of the Vendor involving those transactions related to this solicitation. The vendor must agree that Tarrant County will have access during normal working hours to all necessary facilities, staff and workspace in order to conduct audits. Tarrant County will provide the Vendor with reasonable advance notice of intended audits. The Vendor must provide records within ten (10) business days or a mutually agreed upon timeline.

TO THE EXTENT PERMITTED BY LAW, RESPONDENT AGREES TO DEFEND, INDEMNIFY AND HOLD TARRANT COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO OWNER'S BUSINESS AND ANY RESULTING LOST PROFITS), EMPLOYMENT MATTERS, AND/OR PERSONAL

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INJURY, INCLUDING DEATH, THAT MAY RELATE TO OR ARISE OUT OF OR BE OCCASIONED BY (I) RESPONDENT'S BREACH OF ANY OF THE TERMS OF PROVISIONS OF THIS AGREEMENT OR (II) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF RESPONDENT, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE PERFORMANCE OF THIS AGREEMENT.

THE SUCCESSFUL RESPONDENT(S) WILL COMPLY WITH ALL STATE, FEDERAL, AND LOCAL LAWS INCLUDING BUT NOT LIMITED TO THE AMERICANS WITH DISABILITIES ACT, TITLE VII OF THE CIVIL RIGHTS OF 1964, AGE DISCRIMINATION IN EMPLOYMENT ACT, CIVIL RIGHTS ACT OF 1991, FEDERAL INSURANCE CONTRIBUTIONS ACT (FICA), FAIR LABOR STANDARDS ACT, EQUAL PAY ACT OF 1963 AND THE AFFORDABLE HEALTH CARE ACT, AS TO TREATMENT AND COMPENSATION OF ITS EMPLOYEES.

RESPONDENT(S) WILL PREPARE PAYROLL CHECKS, MAKE ALL NECESSARY DEDUCTIONS AND PAY ALL TAXES AND MAINTAIN INSURANCE REQUIRED BY FEDERAL, STATE, AND LOCAL LAWS. RESPONDENT ACCEPTS FULL RESPONSIBILITY FOR THE PAYMENT OF WAGES, COMPENSATION, OVERTIME AND BENEFITS TO PERSONNEL. RESPONDENT ACCEPTS RESPONSIBILITY FOR PAYMENT OF ALL TAXES, ASSESSMENTS, FEES, AND FINES THAT MAY BE DUE AND OWING TO ANY LOCAL, STATE OR FEDERAL GOVERNMENT AGENCIES.

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SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. **CONTRACT TERMS:** Vendor(s) will be awarded a twelve (12) month contract, effective from date of award or notice to proceed as determined by Tarrant County Purchasing. At Tarrant County's option and approval by the Vendor, the contract may be renewed for two (2) additional twelve (12) month periods, as further explained in Renewal Options. **Prices must remain firm for the entire contract.**

2. **RENEWAL OPTION:** Tarrant County reserves the right to exercise an option to renew the contract of the Respondent for two (2) additional twelve (12) month periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If Tarrant County exercises the right in writing, the Vendor must update and submit any documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These required documents must be in force for the full period of the option. If the updated documents are not submitted by the Vendor in complete form within the time specified, Tarrant County may rescind its option and seek a new solicitation.

3. **SECONDARY/ALTERNATE AWARD:** Secondary or Alternate Vendors serve in a backup capacity only. In the event the Primary is unable to honor the terms and conditions of the contract, the Secondary Vendor(s) may be called. If the Secondary Vendor is unable to honor the terms and conditions of the contract the Alternate Vendor(s) may be called. The Primary Vendor is the first contact. Use of the Secondary or Alternate Vendor(s) must be approved, in writing, by the Tarrant County Purchasing Agent or her designee in compliance with Texas Local Government Code 262.027(g).
 - A. In the event the Secondary or Alternate Vendors are called upon, they will offer the materials and services at their awarded price(s), or better. Any attempt to increase their awarded price(s) may cause the removal of the Vendor from the contract. Calling upon the Secondary or Alternate Vendors does not necessarily affect the status of any awarded Vendor, including the Primary Vendor.
 - B. If a Secondary or Alternate Vendor represents themselves as the Primary Vendor without written authorization from the Tarrant County Purchasing Agent, or her designee, the Secondary or Alternate Vendor may be removed from the contract.
 - C. Would you, as the Vendor, be willing to accept a Secondary or Alternate Award based on the above?

_____Yes _____No

4. **COOPERATIVE PURCHASING:** Tarrant County has the lead role in developing and encouraging Cooperative Purchasing efforts among governmental entities that participate in its Cooperative Purchasing Program. Cooperative Purchasing can be a great benefit to Tarrant County vendors by providing an avenue to offer materials and services to participating entities. A current list of participating entities is included in this solicitation and an up-to-date list can be found on the Tarrant County website.

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SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- A. Should other Governmental Entities decide to participate in this contract, would you, as the Vendor, agree that all terms, conditions, specifications, and pricing would apply? **A "NO" answer could result in complete rejection of the proposal.**

_____Yes _____No

- 1) If you, the Vendor, checked Yes, the following will apply:
- a) Governmental Entities utilizing Intergovernmental Contracts with Tarrant County will be eligible, but not obligated, to purchase materials and services under the contract(s) awarded because of the solicitation. All purchases by Governmental Entities other than Tarrant County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Tarrant County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material and services as needed.
 - b) Delivery to governmental entities located within Tarrant County will be at no charge or as otherwise provided for in the Award Document. Delivery charges, if any, for governmental entities located outside Tarrant County shall be negotiated between the Vendor and each governmental entity.
 - c) Tarrant County utilizes County Purchase Orders as its primary means of encumbering funds and pays for goods and services utilizing Vendor invoices. In the event Governmental Entities utilizing InterGovernmental Contracts use other payment methods, including but not limited to, purchasing cards, debit cards, check requests or other methods which cause the Vendor to incur service, processing, or other fees, these fees are the responsibility of that Governmental Entity, unless otherwise negotiated with the Vendor.
 - d) Vendor(s) awarded contract(s) resulting from bid will be responsible for providing to Tarrant County, at no additional charge, a complete list of all governmental entities currently utilizing the contract and their annual expenditures. This information should be provided ninety (90) days prior to the expiration of the contract, or as otherwise requested by Tarrant County.

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Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

1. ALAMO COMMUNITY COLL DISTRICT	63. CITY OF BANGS	125. CITY OF FARMERSVILLE
2. ALAMO HEIGHTS ISD	64. CITY OF BASTROP	126. CITY OF FERRIS
3. ALEDO ISD	65. CITY OF BAYTOWN	127. CITY OF FLORESVILLE
4. ALLEN ISD	66. CITY OF BEDFORD	128. CITY OF FLOYDADA
5. ALVARADO ISD	67. CITY OF BELLMEAD	129. CITY OF FOREST HILL
6. ALVORD ISD	68. CITY OF BELLS	130. CITY OF FORNEY
7. ANNA FIRE DEPARTMENT	69. CITY OF BENBROOK	131. CITY OF FORT WORTH
8. ANDERSON COUNTY	70. CITY OF BIG SPRING	132. CITY OF FRISCO
9. ANDREWS COUNTY	71. CITY OF BLUE MOUND	133. CITY OF FULSHEAR
10. ARANSAS COUNTY	72. CITY OF BONHAM	134. CITY OF GAINESVILLE
11. ARGYLE ISD	73. CITY OF BOVINA	135. CITY OF GALENA PARK
12. ARLINGTON ISD	74. CITY OF BOWIE	136. CITY OF GALVESTON
13. ARMSTRONG COUNTY	75. CITY OF BOYD	137. CITY OF GANADO
14. ASPERMONT ISD	76. CITY OF BRADY	138. CITY OF GARLAND
15. ATASCOSA COUNTY	77. CITY OF BRIDGE CITY	139. CITY OF GATESVILLE
16. AUBREY ISD	78. CITY OF BRIDGEPORT	140. CITY OF GEORGETOWN
17. AZLE ISD	79. CITY OF BROWNWOOD	141. CITY OF GLEN HEIGHTS
18. BAILEY COUNTY	80. CITY OF BRYAN	142. CITY OF GODLEY
19. BASTROP COUNTY	81. CITY OF BUDA	143. CITY OF GRANBURY
20. BASTROP ISD	82. CITY OF BURKBURNETT	144. CITY OF GRAND PRAIRIE
21. BEAUMONT ISD	83. CITY OF BURLESON	145. CITY OF GRAND SALINE
22. BELL COUNTY	84. CITY OF CADDO MILLS	146. CITY OF GRAPEVINE
23. BENBROOK WATER AUTHORITY	85. CITY OF CANTON	147. CITY OF GREENVILLE
24. BETHANY SPEC UTILITY DIST	86. CITY OF CARROLLTON	148. CITY OF GUN BARRELL CITY
25. BEXAR COUNTY	87. CITY OF CASTLE HILLS	149. CITY OF HALTOM CITY
26. BEXAR COUNTY ESD No. 2	88. CITY OF CEDAR HILL	150. CITY OF HARLINGEN
27. BIRDVILLE ISD	89. CITY OF CEDAR PARK	151. CITY OF HASLET
28. BLUE RIDGE FIRE DEPARTMENT	90. CITY OF CELESTE	152. CITY OF HEATH
29. BOSSIER PARISH SHERIFF'S OFFICE	91. CITY OF CELINA	153. CITY OF HEWITT
30. BOSQUE COUNTY	92. CITY OF CIBOLO	154. CITY OF HITCHCOCK
31. BRANCH FIRE DEPARTMENT	93. CITY OF CLEBURNE	155. CITY OF HORIZON CITY
32. BRAZORIA COUNTY	94. CITY OF COCKRELL HILL	156. CITY OF HUDSON OAKS
33. BRAZOS COUNTY	95. CITY OF COLLEYVILLE	157. CITY OF HUNTSVILLE
34. BREWSTER COUNTY	96. CITY OF COLUMBUS	158. CITY OF HURST
35. BRIAR VOLUNTEER FIRE DEPT.	97. CITY OF COLORADO CITY	159. CITY OF HUTCHINS
36. BROOKS CNTY CNSTBLS. PRECS 1-4	98. CITY OF COMBINE	160. CITY OF HUTTO
37. BROWN COUNTY	99. CITY OF COMMERCE	161. CITY OF INGLESIDE
38. BULVERDE POLICE DEPARTMENT	100. CITY OF CONVERSE	162. CITY OF IRVING
39. BURNET COUNTY	101. CITY OF COPPELL	163. CITY OF ITALY
40. BYNUM ISD	102. CITY OF COPPERAS COVE	164. CITY OF JACKSBORO
41. CAMERON COUNTY	103. CITY OF CORINTH	165. CITY OF JACKSONVILLE
42. CANTON ISD	104. CITY OF CORSICANA	166. CITY OF JONESTOWN
43. CANYON ISD	105. CITY OF CROWLEY	167. CITY OF JEFFERSON
44. CARROLL ISD	106. CITY OF CUMBY	168. CITY OF JUSTIN
45. CARROLLTON-FARMERS BRANCH ISD	107. CITY OF DALWORTHINGTON GRDN	169. CITY OF KATY
46. CASTLEBERRY ISD	108. CITY OF DE LEON	170. CITY OF KEENE
47. CEDAR HILL ISD	109. CITY OF DECATUR	171. CITY OF KELLER
48. CHAMBERS COUNTY	110. CITY OF DEER PARK	172. CITY OF KENNEDALE
49. CHEROKEE COUNTY	111. CITY OF DENISON	173. CITY OF KERMIT
50. CITY OF ALEDO	112. CITY OF DENTON	174. CITY OF KILLEEN
51. CITY OF ALLEN	113. CITY OF DESOTO	175. CITY OF KINGSVILLE
52. CITY OF ALVORD	114. CITY OF DIBOLL	176. CITY OF KRUM
53. CITY OF AMARILLO	115. CITY OF DUNCANVILLE	177. CITY OF KYLE
54. CITY OF ANDREWS	116. CITY OF EARLY	178. CITY OF LAFERIA
55. CITY OF ANGLETON	117. CITY OF EASTLAND	179. CITY OF LA GRULLA
56. CITY OF ANNA	118. CITY OF EL PASO	180. CITY OF LA VERNIA
57. CITY OF ARLINGTON	119. CITY OF ELECTRA	181. CITY OF LAKE DALLAS
58. CITY OF ATHENS	120. CITY OF EMORY	182. CITY OF LAKE WORTH
59. CITY OF AUBREY	121. CITY OF ESCOBARES	183. CITY OF LANCASTER
60. CITY OF AUSTIN	122. CITY OF EULESS	184. CITY OF LAREDO
61. CITY OF AZLE	123. CITY OF EVERMAN	185. CITY OF LEAGUE CITY
62. CITY OF BALCH SPRINGS	124. CITY OF FARMERS BRANCH	186. CITY OF LEANDER

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Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

187.	CITY OF LEWISVILLE	248.	CITY OF SANSOM PARK	309.	DIANA SPECIAL UTILITY DISTRICT
188.	CITY OF LINDALE	249.	CITY OF SEABROOK	310.	DUNCANVILLE ISD
189.	CITY OF LITTLE ELM	250.	CITY OF SEAGOVILLE	311.	DUVAL COUNTY
190.	CITY OF LITTLEFIELD	251.	CITY OF SHERMAN	312.	EAGLE MOUNTAIN-SAGINAW ISD
191.	CITY OF LIVE OAK	252.	CITY OF SOUR LAKE	313.	EAST TEXAS COUNCIL OF GOVS.
192.	CITY OF LUBBOCK	253.	CITY OF SOUTHLAKE	314.	EASTLAND COUNTY
193.	CITY OF LUCAS	254.	CITY OF SOUTHMAYD	315.	ECTOR COUNTY
194.	CITY OF LUFKIN	255.	CITY OF SPRING VALLEY VILLAGE	316.	ECTOR COUNTY ISD
195.	CITY OF LUMBERTON	256.	CITY OF SPRINGTOWN	317.	EDDY COUNTY, NM
196.	CITY OF MANSFIELD	257.	CITY OF STEPHENVILLE	318.	EL PASO COUNTY
197.	CITY OF MARSHALL	258.	CITY OF SULPHUR SPRINGS	319.	EL PASO CNTY HOSP DIST DBA...
198.	CITY OF McALLEN	259.	CITY OF TAFT	320.	ELECTRA ISD
199.	CITY OF MCKINNEY	260.	CITY OF TAYLOR	321.	ELLIS COUNTY
200.	CITY OF MELISSA	261.	CITY OF TEMPLE	322.	ERATH COUNTY
201.	CITY OF MERKEL	262.	CITY OF TERRELL	323.	EVERMAN ISD
202.	CITY OF MESQUITE	263.	CITY OF TEXARKANA, AR	324.	FANNIN COUNTY
203.	CITY OF MIDLAND	264.	CITY OF TEXARKANA, TX	325.	FARMERSVILLE ISD
204.	CITY OF MIDLOTHIAN	265.	CITY OF THE COLONY	326.	FLOYD COUNTY
205.	CITY OF MINEOLA	266.	CITY OF TYLER	327.	FORNEY ISD
206.	CITY OF MINERAL WELLS	267.	CITY OF UNIVERSAL CITY	328.	FORT BEND COUNTY
207.	CITY OF MORGAN'S POINT RESORT	268.	CITY OF UNIVERSITY PARK	329.	FORT BEND COUNTY ESD#2 & #7
208.	CITY OF MURPHY	269.	CITY OF VAN ALSTYNE	330.	FORT WORTH HOUSING AUTHORITY
209.	CITY OF NACOGDOCHES	270.	CITY OF VENUS	331.	FORT WORTH ISD
210.	CITY OF NEDERLAND	271.	CITY OF VERNON	332.	FORT WORTH TRANSP AUTHORITY
211.	CITY OF NEW BRAUNFELS	272.	CITY OF WACO	333.	FRANKLIN COUNTY
212.	CITY OF NORTH RICHLAND HILLS	273.	CITY OF WATAUGA	334.	FREESTONE COUNTY
213.	CITY OF ODESSA	274.	CITY OF WAXAHACHIE	335.	FRISCO ISD
214.	CITY OF OVILLA	275.	CITY OF WEATHERFORD	336.	GLASSCOCK COUNTY
215.	CITY OF PALESTINE	276.	CITY OF WESTWORTH VILLAGE	337.	GOLIAD COUNTY
216.	CITY OF PARKER	277.	CITY OF WHITE SETTLEMENT	338.	GONZALES COUNTY
217.	CITY OF PASADENA	278.	CITY OF WHITESBORO	339.	GRAND PRAIRIE ISD
218.	CITY OF PELICAN BAY	279.	CITY OF WHITEWRIGHT	340.	GRANDVIEW POLICE DEPT.
219.	CITY OF PERRYTON	280.	CITY OF WILLS POINT	341.	GRAPEVINE\COLLEYVILLE ISD
220.	CITY OF PHARR	281.	CITY OF WILMER	342.	GRAYSON COLLEGE
221.	CITY OF PLANO	282.	CITY OF WINNSBORO	343.	GRAYSON COUNTY
222.	CITY OF PORT ISABEL	283.	CITY OF WYLIE	344.	GREENVILLE ISD
223.	CITY OF POTEET	284.	CLAY COUNTY	345.	GREGG COUNTY
224.	CITY OF POTTSBORO	285.	CLEAR CREEK ISD	346.	GRIMES COUNTY
225.	CITY OF PRINCETON	286.	CLEBURNE ISD	347.	GUADALUPE COUNTY
226.	CITY OF QUINLAN	287.	COCHRAN COUNTY	348.	HARDIN COUNTY
227.	CITY OF RALLS	288.	COLLIN COUNTY	349.	HARRIS-FORT BEND EMG Svcs Dist #100
228.	CITY OF RED OAK	289.	COLLIN COUNTY COMM COLL DIST.	350.	HARRIS COUNTY
229.	CITY OF RHOME	290.	COLORADO COUNTY	351.	HARRIS CTY EMG Svcs DIST. #7 ETC
230.	CITY OF RICHARDSON	291.	COMAL COUNTY	352.	HARRISON COUNTY
231.	CITY OF RICHLAND HILLS	292.	COMMUNITY HEALTHCORE	353.	HAWKINS ISD
232.	CITY OF RIO GRANDE CITY	293.	COOKE COUNTY	354.	HAYS COUNTY
233.	CITY OF RIVER OAKS	294.	COPPELL ISD	355.	HEART OF TX REG MHMR CENTER
234.	CITY OF ROANOKE	295.	CORYELL COUNTY	356.	HENDERSON COUNTY
235.	CITY OF ROBINSON	296.	COTTONDALE VOL FIRE DEPT	357.	HEREFORD ISD
236.	CITY OF ROCKWALL	297.	CROWLEY ISD	358.	HIGHLAND PARK ISD
237.	CITY OF ROUND ROCK	298.	DALLAS COUNTY	359.	HILL COUNTY
238.	CITY OF ROWLETT	299.	DALLAS CNTY UTIL & RECLAM. DIST.	360.	HOOD COUNTY
239.	CITY OF ROYSE CITY	300.	DFW INT'L AIRPORT BOARD	361.	HOPKINS COUNTY
240.	CITY OF RUNAWAY BAY	301.	DALLAS ISD	362.	HOUSING AUTH OF CITY OF AUSTIN
241.	CITY OF RUSK	302.	DAWSON COUNTY	363.	HUMBLE ISD
242.	CITY OF SACHSE	303.	DECATUR ISD	364.	HUNT COUNTY
243.	CITY OF SAGINAW	304.	DENISON ISD	365.	HURST EULESS BEDFORD ISD
244.	CITY OF SAN ANGELO	305.	DENTON COUNTY	366.	HUTCHINSON COUNTY
245.	CITY OF SAN BENITO	306.	DENTON CNTY FWS DIST. # 1-A & #10	367.	IDEA PUBLIC SCHOOLS
246.	CITY OF SAN MARCOS	307.	DENTON ISD	368.	IRVING ISD
247.	CITY OF SANGER	308.	DESOTO ISD	369.	JACK COUNTY

RFP FOR ANNUAL CONTRACT FOR AERIAL APPLICATION PESTICIDES FOR MOSQUITO CONTROL

Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

370.	JASPER COUNTY	431.	OCHILTREE COUNTY	492.	TEXAS DEPT. OF PUBLIC SAFETY
371.	JEFFERSON COUNTY	432.	OLTON POLICE DEPARTMENT	493.	TX TECH UNIV HEALTH SCI CTR EL PASO
372.	JEFFERSON CNTY DRIAN. DIST #7	433.	ORANGE COUNTY	494.	TEXAS WOMAN'S UNIVERSITY
373.	JIM WELLS COUNTY	434.	ORANGE CNTY DRAINAGE DIST	495.	THE WOODLANDS TOWNSHIP
374.	JOHNSON COUNTY	435.	PALO PINTO COUNTY	496.	TITUS COUNTY
375.	JOHNSON COUNTY SUD	436.	PANOLA COUNTY	497.	TML MULTIStI. INTERGOV....
376.	JOSHUA ISD	437.	PARADISE ISD	498.	TOM GREEN COUNTY
377.	KARNES COUNTY	438.	PARKER COUNTY	499.	TOWN OF ADDISON
378.	KAUFMAN COUNTY	439.	PARKER CNTY EMG SERV DISTRICT 1	500.	TOWN OF ARGYLE
379.	KAUFMAN ISD	440.	PARMER COUNTY	501.	TOWN OF BARTONVILLE
380.	KELLER ISD	441.	PASADENA ISD	502.	TOWN OF DOUBLE OAK
381.	KENNEDALE ISD	442.	PLANO ISD	503.	TOWN OF EDGECLIFF VILLAGE
382.	KERENS ISD	443.	POTTER COUNTY	504.	TOWN OF FAIRVIEW
383.	KINNEY COUNTY	444.	PUBLIC TRANSIT SVC OF MIN.WELLS	505.	TOWN OF FLOWER MOUND
384.	KRUM ISD	445.	QUINLAN ISD	506.	TOWN OF HICKORY CREEK
385.	LAKE DALLAS ISD	446.	RAINS COUNTY ESD #1	507.	TOWN OF HIGHLAND PARK
386.	LAKE WORTH ISD	447.	RANCHO VIEJO POLICE DEPT.	508.	TOWN OF LAKESIDE
387.	LAMAR COUNTY	448.	RANDALL COUNTY	509.	TOWN OF LITTLE ELM
388.	LAMB COUNTY	449.	RED OAK ISD	510.	TOWN OF NORTHLAKE
389.	LAMPASAS COUNTY	450.	RED RIVER COUNTY	511.	TOWN OF PANTEGO
390.	LAVON POLICE DEPARTMENT	451.	REFUGIO COUNTY	512.	TOWN OF PECOS CITY
391.	LEON COUNTY	452.	REG 9 ED SVCE CENTER OF WICHITA	513.	TOWN OF PONDER
392.	LEONARD ISD	453.	REGION 11 EDU SERVICE CENTER	514.	TOWN OF PROSPER
393.	LEWISVILLE ISD	454.	RICHARDSON ISD	515.	TOWN OF PROVIDENCE VILLAGE
394.	LIBERTY COUNTY	455.	ROBERTSON COUNTY	516.	TOWN OF SUNNYVALE
395.	LIMESTONE COUNTY	456.	ROCKWALL COUNTY	517.	TOWN OF TROPHY CLUB
396.	LITTLE ELM ISD	457.	ROUND ROCK ISD	518.	TOWN OF WESTLAKE
397.	LOVEJOY ISD	458.	SAM RAYBURN ISD	519.	TOWN OF WESTOVER HILLS
398.	LOWRY CROSSING VOL FIRE DEPT.	459.	SAN JACINTO COM COLL DIST.	520.	TRAVIS COUNTY
399.	LUBBOCK COUNTY	460.	SAN PATRICIO COUNTY	521.	TRAVIS CNTY EMG SVCS DIST No.6
400.	MANSFIELD ISD	461.	SCHLEICHER COUNTY	522.	TRAVIS CNTY HEALTHCARE DISTRICT
401.	MAVERICK COUNTY	462.	SEABROOK VOL FIRE DEPT.	523.	TRINITY RIVER AUTHORITY
402.	McKINNEY ISD	463.	SR. CYR RES &PUBLIC...HUNT CNTY	524.	TYLER JUNIOR COLLEGE
403.	McLENNAN COUNTY	464.	SEVEN POINTS FIRE RESCUE	525.	U.S. MARSHALS SERVICE
404.	McLENNAN COMM. COLLEGE	465.	SHERMAN ISD	526.	UNIVERSITY OF NORTH TEXAS
405.	MARILEE SPECIAL UTILITY DIST.	466.	SMITH COUNTY	527.	UNIV OF N. TX HEALTH SCIENCE CTR
406.	MEDINA VALLEY ISD	467.	SPRINGTOWN ISD	528.	UNIVERSITY OF TEXAS AT ARLINGTON
407.	MHMR OF TARRANT COUNTY	468.	SOUTH MONTGOMERY FIRE DEPT	529.	UNIVERSITY OF TEXAS AT DALLAS
408.	MIDLAND COUNTY	469.	SOUTH TEXAS COLLEGE	530.	UNIV OF TX MD AND. CANCER CTR
409.	MIDLAND ISD	470.	SPAN, INC.	531.	UPPER TRINITY REG WATER DIST.
410.	MIDWAY ISD	471.	STARR COUNTY	532.	UPSHUR COUNTY
411.	MILAM COUNTY	472.	STEPHENS COUNTY	533.	UPTON COUNTY
412.	MILLS COUNTY	473.	STERLING COUNTY	534.	VAL VERDE COUNTY
413.	MITCHELL COUNTY	474.	STONEWALL COUNTY	535.	VAN ALSTYNE ISD
414.	MONAHANS WICKETT PYOTE ISD	475.	TARLETON STATE UNIVERSITY	536.	VAN ZANDT COUNTY
415.	MONTGOMERY COUNTY	476.	TARRANT APPRAISAL DISTRICT	537.	VERNON ISD
416.	MONTGOMERY CNTY ESC 10	477.	TARRANT CNTY 9-1-1 EMG ASS DIST	538.	VICTORIA COUNTY
417.	MONTGOMERY CNTY HOSP DIST.	478.	TARRANT COUNTY COLLEGE DIST.	539.	WACO ISD
418.	MOUNT PLEASANT POLICE DEPT.	479.	TARRANT CTY EMG SVCS DISTRICT 1	540.	WALKER COUNTY
419.	MOUNT VERNON POLICE DEPT.	480.	TARRANT COUNTY HOSP DIST	541.	WALLER COUNTY
420.	NACOGDOCHES COUNTY	481.	TARRANT CTY WORKFORCE DEV Bd	542.	WARD COUNTY
421.	NAVARRO COUNTY	482.	TARRANT REGIONAL WATER DIST	543.	WAXAHACHIE ISD
422.	NEVADA VOL. FIRE DEPT.	483.	TAYLOR COUNTY	544.	WEATHERFORD COLLEGE
423.	NEW CANEY ISD	484.	TEMPLE COLLEGE	545.	WEATHERFORD ISD
424.	NOLAN COUNTY	485.	TERRELL ISD	546.	WEBB CONSOLIDATED ISD
425.	NORMANGEE ISD	486.	TEXARKANA ISD	547.	WEST TEXAS A&M UNIVERSITY
426.	NORTH CENTRAL TX CNCL OF GOVS	487.	TEXAS A&M UNIV AT COMMERCE	548.	WESTMINSTER FIRE DEPT.
427.	NORTH TX MUNICIPAL WATER DIST	488.	TEXAS A&M UNIVERSITY-KINGSVILLE	549.	WESTON VOLUNTEER FIRE DEPT
428.	NORTH TEXAS TOLLWAY AUTH	489.	TEXAS A& M UNIV.-TEXARKANA	550.	WHITE SETTLEMENT ISD
429.	NORTHWEST ISD	490.	TEXAS ALCOHOLIC BEVERAGE COMM.	551.	WILLIAMSON COUNTY
430.	NUECES COUNTY	491.	TEXAS DEPT. OF PARK/WILDLIFE	552.	WILLIAMSON CNTY EMG SVCS DIST #3

**RFP FOR ANNUAL CONTRACT FOR
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- 553. WILSON COUNTY
- 554. WINKLER COUNTY
- 555. WINNSBORO HOUSING AUTHORITY
- 556. WINNSBORO ISD
- 557. WISE COUNTY
- 558. WOOD COUNTY
- 559. YMCA OF METROPOLITAN DALLAS
- 560. YOUNG COUNTY
- 561. ZAPATA COUNTY

**RFP FOR ANNUAL CONTRACT FOR
AERIAL APPLICATION OF PESTICIDES FOR MOSQUITO CONTROL**

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

5. MINIMUM INSURANCE REQUIREMENTS:

- A. Vendor(s) shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Tarrant County insurance coverage that meets or exceeds the following and minimum limits:
1. Workers' Compensation/Employer's Liability:
 - a. Worker's Compensation — statutory
 - b. Employer's Liability — \$500,000
 2. Aviation Liability:
 - a. Aircraft Liability — Minimum \$5,000,000 per occurrence
 - b. Passenger Sub-Limit — Minimum \$250,000 per occurrence
 3. Pollution Liability:
 - a. \$5,000,000 — Minimum
 4. Comprehensive General Liability:
 - a. \$1,000,000 per occurrence/\$2,000,000 aggregate
 5. Umbrella Liability Coverage:
 - a. \$15,000,000 — Minimum
 6. Aviation and Hull Liability:
 - a. \$5,000,000 — per occurrence combined single limit, subject to \$100,000 passenger sub-limit
 - b. \$300,000 — aerial application chemical drift coverage
- B. The insurance coverage listed above and minimum limits must be reflected on the Respondent's certificate of insurance.
- C. Tarrant County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by Tarrant County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.
- D. Required Provisions:
1. Proof of Carriage of Insurance – All Certificates of Insurance will be required in duplicate and filed with the Purchasing Agent and the Budget and Risk Management Department at 100 East Weatherford Street, Suite 305, Fort Worth, TX 76196 prior to work commencing.

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR AERIAL APPLICATION OF PESTICIDES FOR MOSQUITO CONTROL</p>

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

2. All certificates shall provide Tarrant County with an unconditional thirty (30) day written notice in case of cancellation or any major change.
3. As to all applicable coverage, Policies shall name Tarrant County and its officers, employees, and elected representatives as an additional insured.
4. All copies of the certificates of insurance shall reference the project name and Proposal number for which the insurance is being supplied.
5. The Respondent agrees to waive subrogation against Tarrant County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
6. The Respondent is responsible for making sure any subcontractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.

6. CRIMINAL BACKGROUND CHECK:

- A. If this contract requires that Vendor personnel access Tarrant County Data (either on-site or remotely) or access secure areas of Tarrant County Facilities, then Vendor personnel may be required to undergo a fingerprint-based Criminal Justice Information Services (CJIS) Background Check, a Human Resources Criminal Background Check, or a Sheriff's Criminal Background Check. Criminal Background Checks will be paid for by Tarrant County.
 1. The Vendor must provide information, including, but not limited to, employee name, date of birth, a clear copy of employee's driver's license, and a copy of employee's social security card for each individual required to pass a Criminal Background Check.
 2. Award of a contract could be affected by the Vendor's refusal to agree to these terms.
 3. Failure of the Vendor to supply personnel who pass a Criminal Background Check could affect the award of the contract or could result in the termination of the contract.
 4. The Criminal Background Check applies to the individual and not the Company.
 5. Passing status must be maintained by Vendor personnel for the duration of the contract.

RFP FOR ANNUAL CONTRACT FOR AERIAL APPLICATION OF PESTICIDES FOR MOSQUITO CONTROL

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

7. INFORMATION TECHNOLOGY HOSTED OR CLOUD SOLUTION:

- A. The following is only applicable when the Vendor is providing Information Technology hosted or cloud solution:
1. **Confidentiality, Integrity, Availability (CIA)**
Vendor shall protect the Confidentiality, Integrity, and Availability (CIA) of all Tarrant County Data ensuring extra levels of security. All Tarrant County information must remain private and permit redaction of protected information before publication. Audit trails cannot be altered.
 2. **Breach Notification**
Vendor agrees that upon discovery of unauthorized access to Tarrant County Data, Vendor shall notify Tarrant County both orally and in writing. In no event shall the notification be made more than forty-eight (48) hours after Vendor knows or reasonably suspect unauthorized access has or may have occurred. In the event of a suspected unauthorized Access, Vendor agrees to reasonably coordinate with Tarrant County to investigate the occurrence.
 3. **Data**
All Tarrant County data will remain in the 48 contiguous United States at all times.
 4. **Right to Audit**
Tarrant County reserves the right to audit Vendor datacenters which house Tarrant County Data or receive SSAE 16 SOC Type II audits from a reputable security advisory service firm (e.g. EY, Deloitte, KPMG, PWC, Coalfire, etc.).

**RFP FOR ANNUAL CONTRACT FOR
AERIAL APPLICATION OF PESTICIDES FOR MOSQUITO CONTROL**

STATEMENT OF WORK

I. SCOPE.

A. Tarrant County is soliciting proposals for an annual contract to furnish and provide aerial application of mosquito control pesticides for Tarrant County.

II. DESCRIPTION.

A. In the event that Tarrant County declares a need that will require the control of mosquitos by an aerial application of insecticide, the Vendor will be issued a purchase order. The Vendor will also be supplied with the geographical boundary of the areas to be treated (map), the calculated number of acres to be sprayed, any special provisions, the date of commencement and date of completion of the services. Vendor will furnish all equipment, services, and chemicals to be utilized in accordance with the terms and conditions of this contract and purchase order(s). 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 will be solely responsible for the determination of the operation and route of all aircraft(s) required for 100% coverage of the treatment area. Vendor will be solely responsible for notifications and coordination of all operations with Federal Aviation Administration (FAA), initially for approval and thereafter on a daily basis. Vendor must fully comply with all FAA rules and regulations. At the termination of the spraying activity, the Vendor will certify to Tarrant 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 name, registration number, rate and total amount of the chemicals used;
3. the flight path, date and times that each application was made; and
4. will provide a GPS map of the treated area in the format of a shapefile, congruent with arch map and Environmental Systems Research International products.

B. Tarrant County reserves the right to refuse payment for any acre not sprayed in compliance with the above listed items, A. 1 – 4. In addition, Tarrant County reserves the right to deduct ten percent (10%) from any purchase order which requires a respray due to Vendor error.

C. Aircraft: Vendor shall be able to furnish one (1) or more multi-engine fixed winged aircraft equipped for dispersal of insecticide for the control of mosquitos, which shall be operated at a speed and altitude commensurate with the safety for this type of work. Such aircraft(s) must also be operable and ready for use within forty-eight (48) hours of notification to the Vendor by Tarrant County. Equipment in the aircraft(s) shall be able to dispense chemicals in conformity with the chemical label requirements, as well as within all requirements of the EPA, Texas Department of State Health Services (TDSHS), Texas Commission of Environmental Quality (TCEQ), FAA, Tarrant County, and all municipal requirements.

**RFP FOR ANNUAL CONTRACT FOR
AERIAL APPLICATION OF PESTICIDES FOR MOSQUITO CONTROL**

- D. Special Aircraft and Ground 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 recording spray swath length and width for location(s) of treatment; (2) A device capable of 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 measuring wind speed and direction at ground level and actual spray elevation. Ground equipment: Impingers capable of confirming that ULV (Ultra Low Volume) applied insecticides have reached the target area.
- E. Aircraft and Airport Cost: Vendor shall provide pilot(s), gas, oil, maintenance, aircraft certification, and required insurance. Vendor shall furnish airport space at a local regional airport. 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 will be furnished without cost or expense to Tarrant County.
- F. Pilot or Copilot: Vendor shall provide licensed and experienced pilot(s) and copilot(s).
1. All Pilots shall meet the standard for certification requirements as specified in FAA, TCEQ, EPA and all other applicable federal or state agencies for the dispersal of insecticides for control of mosquitos, including, but not limited to, certification of a pesticide applicator in the commercial category of aerial application.
 2. 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 for all pilots.
 3. All pilots in command shall have a minimum of five hundred (500) documented flight hours in an aircraft being operated.
 4. All pilots in command, or otherwise, must have a minimum of one hundred (100) documented hours of aerial insect control including ULV flights.
 5. All pilots must comply with Federal Drug Free Work Place Policies and FAA regulations regarding operation of the aircraft.
- G. The Vendor, and all personnel engaged in the spraying operation, upon receipt of a purchase order, shall contact the FAA. The FAA will be informed of the spraying to occur and presented with the required documentation. The Vendor shall request that the FAA verify, in writing, that all requirements and certifications have been met for the flights and supply this information to Tarrant County.

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H. Chemicals:

1. Products/Insecticides: Tarrant County will determine the products/insecticides that will be used 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.
 2. Equipment and Handling: The Vendor shall furnish all equipment and insecticides. The Vendor shall be responsible for storing, transporting, and loading insecticide into the aircraft 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.
 3. 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 U.S. 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 95-396, Federal Insecticide, Fungicide Rodenticide Act, as amended (92 Stat. 819), 30 September 1978.
 - b. Public Law 91-596, Occupational Safety and Health Act of 1970, (84 Stat. 1590, 29 U.S.C. 651), 29 December 1970.
 - c. Texas Water Code (TWC), §26.040, Texas Pollution Discharge Elimination System (TPDES) General Permit, as provided by 30 Texas Admin. Code (TAC), Chapter 205.
 4. Insecticide Training: All personnel involved in these pesticide applications shall be properly trained in the safe application of insecticides. The Vendor shall provide copies of certification, in the State of Texas, in the handling and commercial application of insecticides.
- I. Spray: Vendor agrees that all equipment will be of the kind necessary for the deployment of chemicals in accordance with all directions provided by the manufacture and as required by any law, regulation, rule, directions or requirements of the federal government, including but not limited to the EPA, State of Texas, the TCEQ, trade organizations regulating the spraying of the chemical, and other safety and/or environmental regulations/requirements. In addition, Vendor agrees that it is solely responsible for the mixture, handling, determination and actions necessary for the application of the spray and the selection, regulation, maintenance and control, of the equipment utilized.

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AERIAL APPLICATION OF PESTICIDES FOR MOSQUITO CONTROL**

- J. Area to Be Sprayed: The area to be sprayed, estimated to be up to 340,782 acres (unincorporated acres with three (3) applications), shall be identified by Tarrant County. 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 Tarrant 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 fully comply with all such requirements and limitations and with any and all applicable laws, codes and regulations in connection with the execution of the work. The Vendor will provide Tarrant County with a digital GPS record of the treated area(s) including light patterns, temperature, wind speed and direction, insecticide used, application rate, and spray elevation within eight (8) hours of application being completed.
- K. Spray Schedule: The Vendor shall notify Tarrant County of the flight(s) schedule and path(s) before work begins. To maximize abatement, spraying shall be done at peak target mosquito activity and when environmental conditions exist that are in accordance to label instructions. Flight times must be coordinated with, and approved by, Tarrant County.
- L. Response To The Purchase Order:
1. Upon receiving a Tarrant County purchase order, the Vendor will immediately make all preparations, as referenced within this specification. Vendor will respond within twenty-four (24) hours of receiving the purchase order. 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 may be modified, by agreement between the Vendor and the Director of Tarrant County Public Health (TCPH), as necessary to reflect actual requirements at the time the spraying is to commence. If the Vendor shall be delayed in the completion of this request for any reason, the delivery may be extended if approved by the Director of TCPH or the designated Tarrant County Field Operations Manager.

No spraying shall be done until a notice to proceed has been given to the Vendor by the Tarrant County Public Health Director or the designated Tarrant County Field Operations Manager

2. If the Vendor shall neglect/fail or refuse to provide services within the required time frames specified by Tarrant County, the Vendor shall immediately notify the Director of Tarrant County Public Health, in writing, of the cause(s) for the delay.

RFP FOR ANNUAL CONTRACT FOR AERIAL APPLICATION OF PESTICIDES FOR MOSQUITO CONTROL

III. EVALUATION CRITERIA:

- A. Price.....30%
- B. Experience and safety record of assigned pilots.....20%
- C. Availability of personnel and equipment.....15%
- D. Spray system, calibration and GPS-Shapefile.....10%
- E. Advantage and Disadvantage of recommended chemicals.....5%
- F. References.....20%
 - 1. Similar work and knowledge of spray area
 - 2. Reports and responsiveness to Purchase Order
- TOTAL.....100%**

IV. EVALUATION PROCESS:

- A. The County reserves the right, at its sole discretion, to determine the process for proposal evaluation and may elect to accelerate the evaluation process by combining or eliminating evaluation phases, if it is deemed in the public interest to do so.
- B. Price will be evaluated using the following formula:

$$(Lowest\ Price\ Proposal / Proposer's\ Price\ Proposal) \times 30$$
- C. Price score will be based on all provided recommendations (Items 4. a – i on Proposal Response Form). Maximum points available for each recommendation is 3.33. Any line left blank will score zero (0) points for that line.

V. VENDOR PRESENTATION/INTERVIEW:

- A. Respondents with the highest initial scores may be invited to in Presentation/Interview with the Evaluation Committee. Invited respondents will receive additional direction with the invitations.
- B. Evaluation Scores of the Presentations will be based on the same criteria used for the initial ranking. The Presentation score for these Respondents will override the initial score.
- C. Tarrant County reserves the right at its sole discretion to determine if oral Presentations are in the best interest of Tarrant County. Tarrant County is under no obligation to request Presentations.

RFP FOR ANNUAL CONTRACT FOR AERIAL APPLICATION OF PESTICIDES FOR MOSQUITO CONTROL

VI. BEST AND FINAL OFFER (BAFO):

- A. The Proposals with the highest scores may be invited to prepare a Best and Final Offer for consideration by the Evaluation Committee.
- B. The County reserves the right at its sole discretion to determine if pursuing BAFO(s) is in the best interest of the County. The County is under no obligation to pursue BAFO(s).
- C. In the event, the County elects not to pursue BAFO(s); Contract Negotiation may be conducted based on the Final Rankings previously described.

VII. CONTRACT NEGOTIATIONS:

- A. The Tarrant County Purchasing Department may conduct Contract Negotiations along with representatives from other Tarrant County departments.
- B. The County reserves the right at its sole discretion to determine if pursuing a Contract Negotiation is in the best interest of the County. The County is under no obligation to pursue Contract Negotiation.

VIII. PROPOSAL SUBMISSIONS:

- A. Provide the RFP response in the format listed below. Number all pages consecutively. All documentation should be in written format. Do not include any electronic submission such as CDs or DVDs, unless specifically requested.
- B. Section 1: Required Forms:
 - 1. Signature Form with signature
 - 2. Addendum Signature Form(s) with signature (if applicable).
 - 3. Compliance with Federal and State Laws with signature
 - 4. Form for Disadvantaged Business Enterprises (Mark "NA" if not applicable)
 - 5. Proof of Insurance
 - 6. References
 - 7. Deficiencies and Deviations Form
 - 8. Cooperative Purchasing Form
 - 9. Secondary/Alternate Award Form
 - 10. Proposed Subcontractor Information
- C. Section 2: Vendor Qualifications and Experience:
 - 1. Executive Summary–brief narrative highlighting company background and experience related to services required in the RFP.
 - 2. Qualifications-include résumés, licenses and certifications of management and staff that will operate/manage the services provided to the County.

**RFP FOR ANNUAL CONTRACT FOR
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D. Section 3: Proposal Response Forms:

1. Proposal Response Forms
2. Example of shapefile on flash drive including location of craft, nozzle state, and chemical application rates.



TARRANT COUNTY

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

I. POLICY STATEMENT

The Tarrant County Commissioners Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender neutral means. It is the policy of Tarrant County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

II. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

Certified HUBs includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Tarrant County.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

III. POLICY GUIDELINES

- A. Tarrant County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the county.
- B. Tarrant County will use and recognize the State of Texas certification process in conjunction with the implementation of this policy. The County does recognize other agencies' certifications. Tarrant County reserves the right to review the certification status of any vendor applying to do business with the County. This review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.
- C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, bids and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.
1. Target goals should consider:
 - the availability of HUB firms within the specific category of goods or services to be procured; and
 - the diversity of the county's population.
 2. The goals should be reviewed and amended periodically.
 3. The program may apply to all County procurements including construction and professional services.
 4. Particular attention will be given to HUB participation on purchases in excess of the statutory bid limit.
 5. The Commissioners Court herein establishes a 20% good faith target goal for Tarrant County.

- D. Tarrant County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
1. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 2. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 3. Continuing to advertise bids on the County's website and in newspapers including newspapers that target socially and economically disadvantaged communities.
 4. Continuing to provide bid notifications to minority Chambers of Commerce.
- E. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
1. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 2. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 3. Specification of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 4. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The Tarrant County Purchasing Department will actively seek the participation of HUB firms in the quotation process for purchases under the statutory bid limit. HUB firms will be identified on the computerized database and linked to the commodities they represent. Buyers will be encouraged to use available internal and external databases of certified HUB firms.

- H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive bidder meeting specifications as required by law. This policy is narrowly tailored in accordance with applicable law.

IV. ADMINISTRATIVE GUIDELINES

- A. The Tarrant County Purchasing Department shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Agent shall serve as the County HUB Officer.
 - 1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.
 - 2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.
 - 3. The HUB Office will cooperate with other local government entities to increase HUB participation throughout the county and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.
 - 4. The HUB Officer will receive and review complaints and recommendations regarding the implementation of the HUB Policy and the good faith efforts of bidders. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioners Court regarding any irregularities or misrepresentation of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.
 - 5. An annual report along with recommendations shall be provided to the Commissioners Court and Purchasing Board. The annual report will provide statistical data and efforts reflected in the number of purchase orders, value of goods and services purchased, percentages to HUB firms, and outreach and marketing efforts. Other statistics may be required or requested by the Commissioners Court or Purchasing Board.

510 Historically Underutilized Businesses Policy
Adopted: Court Order 64788 (December 17, 1990)
Amended: Court Order 69958 (December 7, 1993)
Amended: Court Order 99651 (December 28, 2006)
Amended: Court Order 127875 (June 19, 2018)

**RFP FOR ANNUAL CONTRACT FOR
AERIAL APPLICATION OF PESTICIDES FOR MOSQUITO CONTROL**

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in Tarrant County's Proposal process. The Tarrant County Purchasing Department will provide additional clarification of specifications, assistance with Forms, and further explanation of procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

Tarrant County recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact.

Texas Procurement and Support Services
Statewide HUB Program
1711 Jacinto Blvd.
PO Box 13047
Austin, Texas 78711-3047
(512) 463-5872

OR

North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 100
Arlington, Texas 76011
(817) 640-0606

IF YOUR COMPANY IS CERTIFIED, ATTACH A COPY OF THE CERTIFICATION TO THIS FORM AND RETURN WITH PROPOSAL.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

Indicate all that apply:

- _____ Minority-Owned Business Enterprise
- _____ Women-Owned Business Enterprise
- _____ Disadvantaged Business Enterprise

NOTE: WITHOUT A VALID CERTIFICATION ON FILE, YOU WILL NOT BE EVALUATED AS A HUB/DBE.

RFP FOR ANNUAL CONTRACT FOR AERIAL APPLICATION OF PESTICIDES FOR MOSQUITO CONTROL

TVORS REGISTRATION

An important part of doing business with Tarrant County is to sign up in our free Tarrant Vendor Online Registration System (TVORS).

TVORS is a web-based vendor registration program that is designed to be an easy-to-use, self-service application that allows vendors to establish and maintain their own company and certification data for the purpose of bid notification and information.

<https://tvorspublic.tarrantcounty.com/>

TARRANT
Vendor Online Registration System

The perfect mix of Cowboys and Culture!
TARRANT COUNTY

100 E. Weatherford Street
Fort Worth, Texas 76106
(817) 884-1111

Welcome to TVORS!

Vendors that would like to receive bid opportunities from Tarrant County are encouraged to register in TVORS. Vendors are responsible to keep contact information current in TVORS so as to facilitate bid notifications from Tarrant County.

Changes to TVORS contact information DOES NOT affect vendor information pertaining to Purchase Order or Remit To addresses.

Login to TVORS

If you have already registered with TVORS, please go ahead and login.

User ID:

Password:

Keep me signed in on this computer unless I sign out.

VENDOR LOGIN

If you have forgotten your password, enter your email address below and click the Forgot Password button. We will send you an email including your User ID and password.

Email Address:

FORGOT PASSWORD

Register with TVORS

There are four steps to the TVORS registration process. You will have the option to save your work after the completion of each step. You may then login to your TVORS account at anytime to make changes or to complete the registration process.

You must complete all mandatory information in order to be considered for bid opportunities from Tarrant County Purchasing.

To complete your TVORS registration, you will go through the following steps:

STEP 1: Enter company data

STEP 2: Enter commodity/service codes (NIGP)
Failure to select NIGP code(s), could result in improper bid notification or no notification at all.

STEP 3: Enter user data (if applicable)

STEP 4: Enter certifications (if applicable)

If you have any questions during your registration, please call (817) 884-1414 or email TVORS@TarrantCounty.com.

To begin the registration process, please click the button below.

VENDOR REGISTRATION

After registering, be sure to email or fax all copies of your current HUB/MBE certificate(s) to TVORS@Tarrantcounty.com or (817) 884-2629, respectively.

Already Registered? Please log into your profile to make sure all contact information is correct, then check the *Data Verified* box at the bottom of the *Company Data* Section of your profile.

Contact Teresa Lobacz, Tarrant County HUB Coordinator, at the email above or at (817) 884-1414 if you have any registration questions.

**RFP FOR ANNUAL CONTRACT FOR
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REFERENCES

Please list three (3) references, **other than past or present employees of Tarrant County**, who can verify your performance as a Vendor. Performance includes but is not limited to, sales and/or service, delivery, invoicing, and other items as may be required for Tarrant County to determine Respondent's ability to provide the intended goods or service of this Proposal. Tarrant County **PREFERS** references to be from Government customers. References must be able to verify the quality of service Respondent's company provides and that the Respondent has completed a project of similar size and scope of work in this solicitation. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your Proposal.

Failure to supply the required references will deem Respondent as non-responsive and will not be considered for the award.

Respondent involvement with reference checks is not permitted. Only Tarrant County or its designee will conduct reference checks. Any deviation to this will result in rejection of your response.

REFERENCE ONE

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE TWO

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCES MUST BE RETURNED WITH PROPOSAL!

**RFP FOR ANNUAL CONTRACT FOR
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REFERENCES

REFERENCE THREE

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCES MUST BE RETURNED WITH PROPOSAL!

**RFP FOR ANNUAL CONTRACT FOR
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SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this Proposal becomes the property of Tarrant County after the official opening.

The undersigned affirms the Respondent has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a Proposal.

The undersigned agrees, on behalf of Respondent, that if this Proposal is accepted, to furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be ninety (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this Proposal has not been prepared in collusion with any other Respondent, nor any employee of Tarrant County, and that the contents of this Proposal have not been communicated to any other Respondent or to any employee of Tarrant County prior to the official opening of this Proposal.

Respondent hereby assigns to Tarrant County all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this solicitation. ***Failure to sign and return this form will result in the rejection of the entire Proposal.***

Signature _____ **X**
Authorized Representative

Legal Name of Company

Date

Street Address

Printed Name of Authorized Representative

City, State and Zip

Title of Authorized Representative

Telephone Number

Fax Number

E-Mail Address

AFTER HOURS EMERGENCY CONTACT:

Name: _____

Tel. No. _____

THIS FORM MUST BE SIGNED.

**THE ORIGINAL WITH ORIGINAL SIGNATURE AND THREE (3) COPIES MUST BE RETURNED
WITH PROPOSAL!**



Did you sign and submit all
required forms?

**If not, your Proposal
will be rejected!**

**RFP FOR ANNUAL CONTRACT FOR
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COMPANY IS:

Business included in a Corporate Income Tax Return? _____ YES _____ NO

_____ Corporation organized & existing under the laws of the State of _____

_____ Partnership consisting of _____

_____ Individual trading as _____

_____ Principal offices are in the city of _____

Unique Entity Identifier (UEI) Number: _____

CAGE Code: _____

RFP FOR ANNUAL CONTRACT FOR AERIAL APPLICATION OF PESTICIDES FOR MOSQUITO CONTROL

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a Bid in response to this solicitation, the Bidder certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

In the event of placement on the list between the time of Bid submission and time of award, the Bidder will notify the Tarrant County Purchasing Agent. Failure to do so may result in terminating this contract for default.

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY KNOWN FOREIGN TERRORIST ORGANIZATIONS.

Bidder verifies that they do not boycott Israel and will not boycott Israel in accordance with Texas Government Code Section 2270.001(2) during the term of this contract. Bidder further verifies pursuant to Texas Local Government Code Section 2252.152 that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

DISCLOSURE OF INTERESTED PARTIES

The law states that a governmental entity may not enter into certain contracts with a nonexempt business entity unless the business entity submits a disclosure of interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the Bidder agrees to comply with HB 1295, Government Code 2252.908. Bidder agrees to provide Tarrant County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

VENDOR IS EXEMPT FROM CERTIFICATION REGARDING ENERGY COMPANIES AND FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$100,000.00 or more that is to be paid wholly or partly paid from public funds of the governmental entity.

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature S. B. 13), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S. B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

**RFP FOR ANNUAL CONTRACT FOR
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COMPLIANCE WITH FEDERAL AND STATE LAWS

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Governmental Code (added by 87th Legislature, S. B. 19), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. “Discriminate against a firearm entity or firearm trade association” is defined in Section 2274.001(3) (added by 87th Legislature, S. B. 19) and means, with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

_____ Vendor is EXEMPT from Certification as set out above.

_____ Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

Signature _____ X

THIS FORM MUST BE SIGNED.

THE ORIGINAL WITH ORIGINAL SIGNATURE AND THREE (3) COPIES MUST BE RETURNED WITH PROPOSAL.

**RFP FOR ANNUAL CONTRACT FOR
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Proposed Subcontractors

Provide an overview of subcontractors proposed for the Project, if any. Proposer must provide further description of each subcontractor on the following sheets and must include Subcontractor Information for each proposed subcontractor.

(List in descending order [largest to smallest] of scope of services provided to project.)

Subcontractor Name	Team Size	Role	Responsibilities

THE ORIGINAL AND THREE (3) COPIES OF THIS FORM SHOULD BE RETURNED WITH PROPOSAL!

RFP FOR ANNUAL CONTRACT FOR AERIAL APPLICATION OF PESTICIDES FOR MOSQUITO CONTROL

Proposer/Subcontractor Information

An authorized representative of Proposer/Subcontractor who is legally authorized to certify the information requested in the name of and on behalf of the Proposer/Subcontractor is required to complete and sign the Required Certifications. All of the requested information and certifications must be provided in order to be eligible for award. Proposer/Subcontractor's authorized representative must certify as to the truth of the representations made by signing where indicated below.

Proposer/Subcontractor Information	
Name:	
Entity's Legal Form:	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other _____
Address:	
Designated Contact:	
Phone:	
Fax:	

The undersigned: (1) recognizes that the following representatives are submitted for the express purpose of assisting Tarrant County in making a determination to award a contract and/or approve a subcontract; (2) acknowledges and agrees by submitting the Certification, that the County may at its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; (3) acknowledges that intentional submission of false or misleading information may constitute a felony; and (4) certifies that the information submitted in this certification and any attached documentation is true, accurate and complete.

Signature of Proposer/Subcontractor

Printed Name

Title

Business Entity

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DEFICIENCIES AND DEVIATIONS FORM

Following is a listing of ALL deficiencies and deviations from the requirements as outlined in this Proposal. Unless specifically listed, your response will be considered to be in FULL compliance with this Proposal. Respondent assumes the responsibility of identifying all deficiencies and deviations and if not identified, all requirements of this Proposal stipulated must be fulfilled at no additional expense to Tarrant County.

THE ORIGINAL AND THREE (3) COPIES OF THIS FORM SHOULD BE RETURNED WITH PROPOSAL!

NO-PROPOSAL RESPONSE

In the event that your organization chooses not to submit a bid/proposal for this solicitation, the Tarrant County Purchasing Department is interested in the reasons why vendors have chosen not to submit bids/proposals in order to better serve the taxpayers of Tarrant County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- Could not meet specifications.
- Items or materials requested not manufactured by us or not available to our company.
- Insurance requirements too restricting.
- Bond requirements too restricting.
- The scope of services not clearly understood or applicable (too vague, too rigid, etc.)
- The project not suited to our organization.
- Quantities too small.
- Insufficient time allowed for preparation of bid/proposal.
- Other (please specify).

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your response to:

Tarrant County Purchasing Department
100 E. Weatherford, Suite 303
Fort Worth, TX 76196-0104

**RFP FOR ANNUAL CONTRACT FOR
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PROPOSAL RESPONSE FORM

		Yes		No
1.	Do you propose to pay all costs and expenses associated with this contract, including not limited to: providing pilot(s), staff, gas, oil, maintenance, aircraft certification and insurance as required to insure the safe operations of the aircraft at all times under all conditions?			
2.	Do you propose to pay all costs and expenses associated with furnishing airport space in local regional airport in or near Tarrant County?			
3.	Do you propose to pay 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 the provisions of this contract?			

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RFP FOR ANNUAL CONTRACT FOR AERIAL APPLICATION OF PESTICIDES FOR MOSQUITO CONTROL

PROPOSAL RESPONSE FORM

Pricing: Respondent must complete non-shaded boxes. Tarrant County may require more or less area to be treated. In case of discrepancy between unit price and extended pricing, unit pricing governs. Scoring for cost of proposal will weight each recommendation at equal %s of total. **Pricing must be all-inclusive. Tarrant County will not allow for any other rates or charges.**

4.	Please provide a product specific primary and secondary recommendation (listed in ounces per acre) which can be utilized in aerial- based aerial applications per class/type of pesticide listed.		
	Certain active ingredients within the chemical classes/larvicide types have been listed in the case where these may have to be utilized. If the primary or secondary you have listed contains this active ingredient please make this notation, otherwise, list a product with the active ingredient. Any recommendation line left blank or marked N/A will score zero (0) points for that line.		
ADULTICIDES			
Material Recommendation	Rate Recommendation	Price Per Acre based on highest application rate	Extended Price Based on Estimated 340,782 Acre PO and highest application rate
Organophosphates:			
a. Primary Organophosphate Recommendation Name: _____	____ Ounces per acre	\$ _____ (per acre based on highest application rate)	\$ _____
b. Secondary Organophosphate Recommendation Name: _____	____ Ounces per acre	\$ _____ (per acre based on highest application rate)	\$ _____

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RFP FOR ANNUAL CONTRACT FOR AERIAL APPLICATION OF PESTICIDES FOR MOSQUITO CONTROL

PROPOSAL RESPONSE FORM

ADULTICIDES			
Material Recommendation	Rate Recommendation	Price Per Acre based on highest application rate	Extended Price Based on Estimated 340,782 Acre PO and highest application rate
Organophosphates:			
c. Organophosphate <u>with Active Ingredient</u> Naled Recommendation Name: _____	____ Ounces per acre	\$ _____ (per acre based on highest application rate)	\$ _____
Pyrethroids:			
d. Primary Pyrethroid Recommendation Name: _____	____ Ounces per acre	\$ _____ (per acre based on highest application rate)	\$ _____
e. Secondary Pyrethroid Recommendation Name: _____	____ Ounces per acre	\$ _____ (per acre based on highest application rate)	\$ _____
f. Pyrethroid <u>with Active Ingredient</u> Permethrin Recommendation Name: _____	____ Ounces per acre	\$ _____ (per acre based on highest application rate)	\$ _____

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RFP FOR ANNUAL CONTRACT FOR AERIAL APPLICATION OF PESTICIDES FOR MOSQUITO CONTROL

LARVICIDES			
Material Recommendation	Rate Recommendation	Price Per Acre based on highest application rate	Extended Price Based on Estimated 340,782 Acre PO and highest application rate
Microbials:			
g. Primary Microbial Recommendation Name: _____	____ Ounces per acre	\$ _____ (per acre based on highest application rate)	\$ _____
h. Secondary Microbial Recommendation Name: _____	____ Ounces per acre	\$ _____ (per acre based on highest application rate)	\$ _____
i. Microbial <u>with Active Ingredient</u> BTI Recommendation Name: _____	____ Ounces per acre	\$ _____ (per acre based on highest application rate)	\$ _____

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**RFP FOR ANNUAL CONTRACT FOR
AERIAL APPLICATION OF PESTICIDES FOR MOSQUITO CONTROL**

PROPOSAL RESPONSE FORM

5. Advantages of organophosphate recommendations:

Primary

Secondary

Organophosphate with Active Ingredient Naled:

6. Disadvantages of organophosphate recommendations:

Primary

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**RFP FOR ANNUAL CONTRACT FOR
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PROPOSAL RESPONSE FORM

6. Disadvantages of organophosphate recommendations, **Cont.**:

Secondary

Organophosphate with Active Ingredient Naled:

7. Advantages of pyrethroid recommendations:

Primary

Secondary

Pyrethroid with Active Ingredient Permethrin:

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**RFP FOR ANNUAL CONTRACT FOR
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PROPOSAL RESPONSE FORM

8. Disadvantages of pyrethroid recommendations:

Primary

Secondary

Pyrethroid with Active Ingredient Permethrin:

9. Advantages of microbial recommendations:

Primary

Secondary

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**RFP FOR ANNUAL CONTRACT FOR
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PROPOSAL RESPONSE FORM

9. Advantages of microbial recommendations, Cont.

Microbial with Active Ingredient BTI:

10. Disadvantages of microbial recommendations:

Primary

Secondary

Microbial with Active Ingredient BTI:

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PROPOSAL RESPONSE FORM

11. List any citation or reportable aviation events from the Federal Aviation Administration or any other state regulatory agency, in the past seven (7) years:

		Yes		No
12.	Do you understand and agree that all pilots in command must have a minimum of five hundred (500) documented flight hours in the aircraft being operated and all pilots in command or otherwise must have a minimum of one hundred (100) documented hours of aerial insect control involving ULV flights.			
13.	Do you understand and agree that you are 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?			

14. How many pilots do you currently have who are certified to pilot the aircraft for your mosquito control aerial adulticiding missions that are familiar with using your global position system (GPS) equipment?

_____ Number of Pilots

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**RFP FOR ANNUAL CONTRACT FOR
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PROPOSAL RESPONSE FORM

15. Please include their years of experience conducting urban aerial adulticiding/larviciding:

_____ Number of Years

16. Provide a list of any insurance claims filed against Respondent or any of its pilots resulting from aerial spray operations in the past seven (7) years:

17. Provide an overview of your aircraft chemical loading operations and safety procedures.

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PROPOSAL RESPONSE FORM

18. Provide an overview of your past aerial pesticide application spray experience.

		Yes		No
19.	Do you understand and agree that aircraft(s) should be operable and ready for immediate use within forty-eight (48) hours of notification?			
20.	Do you understand and agree that aircraft(s) used to spray the insecticide shall be of the type and condition which will dispense all of the chemicals in conformity with chemical label requirements, in strict conformity with all requirements of the FAA, Texas Department of Agriculture (TDA), and any other applicable state or federal regulatory agency?			

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PROPOSAL RESPONSE FORM

21. Please identify the type of aircraft and hourly treatment capacity of each.

Fleet	Type	Treatment Capabilities (acres per hour)
Aircraft #1		
Aircraft #2		
Aircraft #3		
Aircraft #4		
Aircraft #5		

		Yes		No
22.	Is the data from your GPS equipment able to generate ESRI shapefiles?			
23.	Do you understand and agree to provide aircraft equipment that has weather equipment capable of automatically measuring wind speed and direction at ground level and actual spray elevation and a GPS system capable of automatically recording spray length and width for treated areas?			

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PROPOSAL RESPONSE FORM

		Yes		No
24.	Do you understand and agree that all insecticide laws must be adhered to including Public Law 95-396, Federal Insecticide, Fungicide Rodenticide Act, as amended (92 Stat. 819), 30 September 1978, Public Law 91-596, Occupational Safety and Health Act of 1970, (84 Stat. 1590, 29 U.S.C. 651), 29 December 1970, and Texas Water Code (TWC), §26.040, Texas Pollution Discharge Elimination System (TPDES) General Permit, as provided by 30 Texas Admin. Code (TAC), Chapter 205.			
25.	Do you understand and agree to assure that you are solely responsible for the mixture, handling, determination and actions necessary for the application of the spray and the selection, regulation, maintenance and control, of the equipment utilized?			

26. Provide past examples of being able to accommodate “No Spray” Zones.

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PROPOSAL RESPONSE FORM

		Yes		No
27.	Do you understand and agree that you must be solely responsible for the determination of the flight path(s) of the aircraft, as required to provide 100% spray coverage within the boundary of the area(s) identified?			
28.	Do you understand and agree that you must notify Tarrant County of the flight(s) schedule and path(s) before work begins? (Note: To maximize abatement, spraying shall be done at peak mosquito activity and when environmental conditions exist that are in accordance to label instructions).			
29.	Do you understand and agree that digital spray report data, including GPS data, shall be provided via shapefile format, with the date, time, chemical application rate, spray status (being on/off) which includes the total amount of insecticide applied in ounces per acre? Do you propose that this total will agree with the Global Positioning System (GPS) map of the treated area? Please include an example of a shapefile on a flash drive with your submission.			
30.	Do you understand and agree to be solely responsible for notification and coordination of all operations with the FAA, initially for approval and thereafter on a daily basis?			
31.	Do you understand and agree that if any of the requirements listed in Section II.A. 1-4 are not fulfilled as required, Tarrant County reserves the right to deduct 10% of the unit price for each acre sprayed that was not in compliance?			
32.	Do you understand and agree that you must provide Tarrant County with a GPS record (including the electronic data shapefiles) of the treated area(s) and a printed record of the monitoring devices record of the insecticide used within six (6) hours of completion?			

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**RFP FOR ANNUAL CONTRACT FOR
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PROPOSAL RESPONSE FORM

		Yes	No
33.	Do you understand and agree that you must provide Tarrant County with weather data, wind speed and direction from the ground level with the spray elevation?		
34.	Do you understand and agree that you must immediately make all preparations, as referenced within the specifications, of such notice?		
35.	Do you understand and agree that you must make available all equipment and personnel necessary to comply with the terms of this contract and aircraft are located within a six (6) hour flight time from Tarrant County?		
36.	Do you understand and agree that you must respond within twenty-four (24) hours of receipt of PO?		
37.	Do you understand and agree that you must immediately notify the Tarrant County Public Health Director, in writing, should there be any delay in the required response times?		
38.	Do you understand and agree that you must make available aerial spray related documentation for Tarrant County's TPDES Permit as a part of the terms of this contract?		

39. What is the smallest area, acreage, for which the Purchase order may be issued?
Smallest block or spray area that can be included?

_____ Acres

40. Could the acreage from question 39, above, be a total of multiple treatments, for instance three (3) treatments in one (1) week to satisfy, the requirement?

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**RFP FOR ANNUAL CONTRACT FOR
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PROPOSAL RESPONSE FORM

41. Proposed regional airport(s) to be used:

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Please cut out and affix to the outside of your response package



**TARRANT COUNTY
SEALED BID/PROPOSAL/RESPONSE**

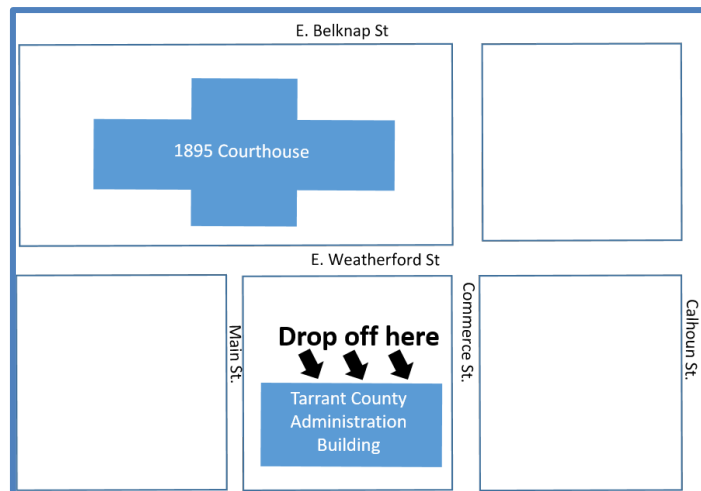
RFP No. 2023-036

**RFP FOR ANNUAL CONTRACT FOR AERIAL APPLICATION OF
PESTICIDES FOR MOSQUITO CONTROL**

Due Date: NOVEMBER 21, 2022 at 2:00 PM. CST

**Tarrant County Administration Building
ATTN: Purchasing Department
100 E. Weatherford St., Third Floor, Suite 303
Fort Worth, Texas 76196-0104**

Street View



Building View

