

COMPTROLLER OF PUBLIC ACCOUNTS



TEXAS PROCUREMENT AND SUPPORT SERVICES DIVISION

REQUEST FOR PROPOSALS

Adult Mosquito Control

RFP No. 537-0-75510

NIGP CLASS ITEMS

958-45
988-72

Posting Date: May 19, 2010

Proposal Due Date and Time (Central Time in Austin, Texas):

Thursday, June 10, 2010, 4:00 p.m.

****NOTE**** This RFP is composed of two parts: (1) Part A, Special Instructions, and (2) Part B, General Instructions and Contract Terms and Conditions. In the event an instruction or term in Part A conflicts with an instruction or term in Part B, the instruction or term in Part A prevails.

The Definitions in Part B, Section B.1.2 apply to Part A.

PART A: SPECIAL INSTRUCTIONS

A.1	DEFINITIONS	3
A.2	DESCRIPTION AND SPECIFICATIONS	3
A.2.1	SCOPE OF WORK	3
A.2.2	BACKGROUND.....	4
A.2.3	MISSION STATEMENT.....	4
A.2.4	MISSION OBJECTIVES.....	4
A.2.5	PIGGYBACK OPTION	4
A.2.6	CONVERSION TO STATEWIDE TERM CONTRACT	5
A.2.7	PRICING STRUCTURE.....	5
A.2.8	TERM OF THE CONTRACT	5
A.2.9	SPECIFICATIONS/REQUIREMENTS	5
A.2.10	INVOICING.....	13
A.2.11	REPORTING REQUIREMENTS.....	13
A.2.12	QUANTITIES	13
A.3	FINANCIAL MATTERS	13
A.3.1	AWARD NOTICE AND PURCHASE ORDERS.....	13
A.3.2	PRICE ADJUSTMENTS	13
A.3.3	ONLINE ORDERING	14
A.3.4	ADDING NEW PRODUCTS TO THE CONTRACT AFTER AWARD	14
A.4	PROPOSAL REQUIREMENTS	15
A.4.1	DUE DATE FOR PROPOSALS	15
A.4.2	CALENDAR OF EVENTS.....	15
A.4.3	POINTS OF CONTACT	15
A.4.4	QUESTIONS AND COMMENTS	16
A.4.5	MULTIPLE PROPOSAL SUBMISSIONS	16
A.4.6	NO JOINT PROPOSALS	16
A.4.7	USE OF SUBCONTRACTORS	16
A.4.8	MODIFICATION OR WITHDRAWAL OF PROPOSAL	16
A.4.9	ATTACHMENTS INCLUDED WITH THIS RFP	17
A.4.10	EVALUATION AND AWARD OF CONTRACT	17
A.4.11	MULTIPLE AWARDS	20
A.4.12	NEWS RELEASES	20
A.4.13	STATE USE OF IDEAS	20
A.4.14	PROPERTY OF THE CPA	20
A.4.15	COPYRIGHT RESTRICTION	20
A.4.16	PROTEST PROCEDURES.....	20
A.4.17	ORGANIZATION OF THE PROPOSAL	21
A.4.18	SUBMITTING THE PROPOSAL TO THE CPA.....	24

A.1 DEFINITIONS

When capitalized, the following terms and acronyms have the meaning set forth below. All other terms have the meaning set forth in Webster's II New College Dictionary.

TERM	DEFINITION
Contract	Any contract(s) resulting from this solicitation. Note: <i>There is no guarantee that any contract will result from this solicitation.</i>
Contractor	The Respondent(s) awarded a Contract as a result of the RFP.
CPA	The Comptroller of Public Accounts, the state agency issuing this solicitation.
Customer	Those state and local entities that are required and permitted by law to purchase goods and services under contracts established by the CPA.
ESBD	The Electronic State Business Daily, which is available online at http://esbd.cpa.state.tx.us/ .
Gov't Code	The Texas Government Code.
Party / Parties	Either the CPA and Respondent separately or collectively.
Proposal	The response submitted by a vendor to the CPA as a result of this solicitation.
Respondent	Any person or vendor who submits a Proposal in response to this solicitation.
RFP	Request for Proposals, which is the type of solicitation embodied in this document.
TAC	The Texas Administrative Code, which is the publication for administrative rules.
HHSC	Texas Health and Human Services Commission
DSHS	Texas Department of State Health Services

Whenever the terms “shall,” “must,” or “is required” are used in this RFP in conjunction with a specification or performance requirement, the specification or requirement is mandatory. A respondent's failure to address or meet any mandatory requirement in a proposal may be cause for rejection of the proposal.

Whenever the terms “can,” “may,” or “should” are used in this RFP in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement. Accordingly, a respondent's failure to address or provide any items so referred to will not be the cause for rejection of the proposal, but will likely result in a less favorable evaluation.

A.2 DESCRIPTION AND SPECIFICATIONS

A.2.1 Scope of Work

The Texas Procurement and Support Services (TPASS), a division of the Texas Comptroller of Public Accounts (CPA) issues this Request for Proposals (RFP). The purpose of this RFP is to establish a contingency contract for emergency aerial adult mosquito control for disaster and emergency events in the State of Texas as administered by Department of State Health Services (DSHS) or the DSHS Multi-Agency Coordination Center (MACC).

A.2.2 Background

Overview of the Health and Human Services Commission: Since 1991, the Texas Health and Human Services Commission (HHSC) has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with Texas Government Code Chapter 531, and is responsible for the oversight of all Texas health and human service agencies (HHS Agencies). HHSC's chief executive officer is Thomas Suehs, Executive Commissioner of Health and Human Services.

Project Overview: After a large hurricane or severe flooding, mosquito infestation becomes a significant public health risk due to mosquito borne diseases which may infect individuals. Mosquito infestation poses a health risk and causes a significant nuisance to persons impacted by a storm and to the workers involved in recovery efforts. Since 2005, three major hurricanes created the need to perform significant aerial spraying for mosquito control to reduce the public health risk to individuals affected by these storms. After Hurricane Rita, in 2005, the Department of Defense initiated aerial spraying for mosquito control, thru the Federal Emergency Management Agency (FEMA), for much of the South East Texas area. Following Hurricanes Dolly and Ike, in 2008, the Rio Grande Valley, Galveston Island, and South East Texas residents were once again under the threat of significant public health risk from mosquito infestations. After discussions with FEMA, it was determined that targeted aerial spraying over populated areas would be the most effective solution to the mosquito infestation problem. As the lead agency for Emergency Support Function #8 Health and Medical Services Annex (ESF-8), directed by the Department of Health and Human Services through its executive agent, the Assistant Secretary of Health, the Department of State Health Services (DSHS) is responsible for vector/mosquito control during recovery efforts. DSHS seeks to establish a contingency contract with a qualified vendor to perform aerial spraying for adult mosquitoes in areas as specified by DSHS and upon request by DSHS.

A.2.3 Mission Statement

The mission of this procurement is to execute a contingency contract to procure a contractor to provide all labor, materials, and supplies needed to provide aerial spraying services for mosquito control for emergency and disaster events in the State of Texas as administered by DSHS or the DSHS Multi-Agency Coordination Center (MACC).

A.2.4 Mission Objectives

The objectives for this procurement are to: reduce public health risk due to mosquito borne diseases through aerial spraying of populated areas after disaster events such as hurricanes and major flooding; maximize the efficiency and timeliness of the availability of FAA qualified pilots and airplanes for aerial spraying during and after emergencies or disasters; and maximize cost effectiveness of this effort for the State of Texas.

A.2.5 PiggyBack Option

The contract resulting from this solicitation will be available for use by all state agencies; higher education and cooperative members, providing there is no conflict with any applicable statutes, rules, policies, or procedures. State agencies and eligible entities as described in B.1.1 (Authority to Contract) will have the option to use the pricing as agreed to within the resulting contract. Provided that other state agencies or eligible entities are interested in ordering from the resulting contract, and other delivery locations are requested than originally agreed upon, CPA and the awarded contractor will seek a mutual agreement for pricing and shipment to other locations.

State agencies; higher education and cooperative members will issue their internal purchase orders directly to the contractor(s), however, shall reference and cite the CPA contract number within the purchase order document.. **Provided this contract is converted to a statewide term contract, as detailed in A.2.6 (Conversion to statewide term contract)during the term of the agreement, state agencies, higher education and cooperative members, and the contractor(s) shall follow the ordering requirements as stated in A.3.3 (On-line ordering.)**

A.2.6 Conversion to statewide term contract

At the sole option of CPA, based on requests received from CPA customers, this contract may be converted to a statewide term contract. In the event this contract is converted to a statewide term contract, eligible entities as described in B.1.1. (Authority to Contract) shall be eligible to use this contract and state agencies subject to the provisions of Government Code Chapter 2155 shall be required to use this contract.

A.2.7 Pricing Structure

Firm Price with Escalation/or any other Supporting Documentation:

Pricing must remain firm during the initial term of the Contract with CPA approved escalation based (refer to note below) upon the mutually agreed upon Producer Price Index and/or Consumer Price Index and other supporting documentation.

NOTE: Respondents shall submit a dated manufacturer's distributor or producer's type price list/catalog or industry accepted documentation showing the current pricing and the initial pricing structure. Respondent may offer a Consumer Price Index (CPI) or Producer Price Index (PPI) that they feel is appropriate to any future price increase requests. CPA will consider all responses.

A.2.8 Term of the Contract

The Contract shall commence upon the issuance of a Notice of Award by the CPA and shall automatically expire on May 31, 2011, with options for renewal for three (3) one-year periods. At the sole option of the CPA, the Contract may be extended as needed, not to exceed a total of six (6) months.

Renewal Periods, if exercised:

- | | |
|------------------------|-----------------------------------|
| 1 st Period | June 1, 2012 through May 31, 2013 |
| 2 nd Period | June 1, 2013 through May 31, 2014 |
| 3 rd Period | June 1, 2014 through May 31, 2015 |

A.2.9 Specifications/Requirements

The Respondent must provide a total cost to complete this project to include all freight related charges, application, materials, chemical, travel or miscellaneous handling.

CPA will not allow any additional cost after award of the contract.

Project Schedule: Aerial spraying for adult mosquito control may be initiated by DSHS or the DSHS Multi-Agency Coordination Center (MACC) when an emergency or disaster occurs in Texas.

Project Scope: Application of approved chemicals at the rate of approximately 0.66 ounces per acre will be done in disaster area as specified per the direction of DSHS. DSHS reserves the right to activate awarded contingency contractor for aerial adult mosquito control missions of a minimum of 20,000 acres to 1,000,000+ acres.

Contractor Credentials:

Contractor Qualifications: Respondent must be an authorized, certified business in aerial spraying with spray systems, handling systems, and qualified personnel to implement program services in full compliance with local, state, and federal regulations. To perform services for this Agreement, Respondent, or applicable subcontractor, shall provide the following documents with submission of the proposal unless stated otherwise.

- A. Respondent's, or applicable subcontractor's, copy of Federal Aviation Administration (FAA) operating certificate for commercial agricultural aircraft operations.
- B. A copy of Respondent's State of Texas pesticide applicator business license. Respondent and, if applicable, subcontractor, must be currently licensed as a commercial applicator in the State of Texas by the Department of Agriculture in categories to enable the aerial application of a pesticide for adult mosquito control.
- C. Application records must comply with the requirements of the Department of Agriculture and be made available upon request.

Prime Contractor and Subcontractor: It should be understood that Respondent is the prime contractor for this Agreement and will be the sole point of contact with regard to contractual matters, including the performance of services. Subcontractor is the aerial application subcontractor for Respondent.

Pilot Qualifications: Pilots must be qualified and certified in accordance with applicable Federal Aviation Regulations (FAR 137) and capable of completing scheduled flight activities. The Respondent shall provide with submission of the proposal a copy of each pilot's qualification and certification the following requirements.

- A. Pilots must possess a current FAA commercial pilot, fixed-wing certificate with a FAR 137 endorsement, and maintain currency with FAR 137.
- B. Pilots must meet all requirements of the operator's certificate necessary for conducting operations specified in the contract and possess an appropriate medical certificate, as required by the FAR 137.
- C. Upon request, pilots shall provide evidence of night flight certifications. Many of the applications will occur after sunset.

Contact Person and Program Coordination: Respondent must designate a contact person to provide supervision, on-going communication, coordinate servicing, answer questions, and ensure performance in accordance with contract terms. The Respondent shall provide the name, title, and 24 hour contact information of this designated contact.

Public Relations: Respondent shall retain the services of, a professional public relations firm, experienced in the handling of emergency response and West Nile virus outbreak situations. The Customer will have access to the resources of public relations firm, including, the preparation of public information announcements, news releases, service and pesticide product fact sheets, call center operations assistance and training, citizen Q & A responses, and assistance with news media interviews (television, radio, and press). Respondent must develop public notification messages and distribute to media outlets as identified by the Customer to provide the public advance notification of intended spraying activities. Respondent agrees that any news releases produced by public relations firm on behalf of Respondent related to this Agreement will not be made or issued to the media without the approval of the Customer.

Respondent must also identify commercial bee keeping operators in projected spray areas and provide notification to bee keepers of the intended spraying schedule.

Insurance Coverage: Respondent and Subcontractor must maintain aviation required insurance coverage, to include aviation insurance, policies. Prior to the award of this contract agreement, Respondent must provide the Customer proof of insurance coverage. Certificates of insurance, separately from both Respondent, and if applicable, subcontractor must be submitted and include the following items or provisions:

- Current date must be on the insurance certificate.
- Name of (Contractor/Subcontractor) as the insured contractor/subcontractor, specific job by name, name of the insurer, number of the policy, its effective date, and its termination date.
- Statement that the insured will endeavor to mail notice to the owner, at least thirty (30) calendar days prior to cancellation of the policy.
- The Customer must be named as “additional insured” on the insured (Contractor/Subcontractor) respective aviation liability and commercial general liability policies with respect to the operations of the named insured.
- Insurance carriers must meet a minimum financial A.M. Best and Company rating of no less than – S&P Rating A “Excellent.”

The required insurance provided by Respondent must meet or exceed the following coverage and minimum limits, and be specified on the submitted certificate of insurance:

Worker’s Compensation

- As required under Worker’s Compensation rules in the jurisdiction, employers liability with limits of not less than:
 - \$1,000,000 per employee per accident
 - \$1,000,000 disease aggregate
 - \$1,000,000 employee per disease

Automobile Liability

- Bodily injury and property damage;
- Including all vehicles owned, leased, hired and non-owned;
- Limits of not less than \$1,000,000 combined single limit Bodily Injury and Property Damage
- Covering all work performed under this Agreement.

Aviation Liability

- Bodily injury and property damage for aircraft owned, leased, hired and non-owned, which are used to perform services under this Agreement.

- \$5,000,000 per occurrence combined single limit aircraft liability, subject to \$250,000 passenger sub-limit.
 - Excess aircraft liability insurance, excluding occupants – at least \$15,000,000
 - If any (contractor or subcontractor) passengers are required by Client for the performance of this contract:
 - ✓ At least \$250,000 passenger bodily injury, each person
 - ✓ At least \$10,000 medical expenses, each person subject to \$20,000 each occurrence
- Note:** Passenger exposure must be reported to aviation insurer prior to flight for coverage to apply.

Commercial General Liability / Pollution Legal Liability

- \$1,000,000 per occurrence
- \$1,000,000 products/completed operations aggregate
- \$2,000,000 general aggregate
Subject to the terms and conditions of the policy the bodily injury and property damage coverage provided by this policy if the drift of applied chemicals results in covered bodily injury and property damage.
- \$15,000,000 pollution

Umbrella Liability Coverage

- \$15,000,000 per occurrence / aggregate

The required insurance provided by Subcontractor must meet or exceed the following coverage and minimum limits, and be specified on the submitted certificate of insurance:

Worker's Compensation

- As required under Worker's Compensation rules in the jurisdiction, employers liability with limits of not less than:
 - \$1,000,000 per employee per accident
 - \$1,000,000 disease aggregate
 - \$1,000,000 employee per disease

Commercial General Liability

- \$10,000,000 each occurrence
- \$5,000,000 personal and advertising injury
- \$10,000,000 products – completed operations aggregate

Aviation and Hull Liability

- \$5,000,000 each occurrence combined single limit aircraft liability, subject to \$100,000 passenger sub-limit
- \$300,000 aerial application chemical drift coverage

Technical Specifications:

Respondent shall have a minimum of two (2) planes and pilots (each holding a validly issued FAA pilot license) and approved chemicals in the areas and at the times as directed by DSHS.

Pesticide: Pesticide formulations must be among those approved and registered by the United States Environmental Protection Agency for use in urban areas for mosquito control and must be applied according to label directions and precautions by appropriately trained and certified applicators.

Equipment: Respondent must furnish the Customer an FAA approved aircraft, equipped with ultra-low volume (ULV) spray systems for the dispersal of insecticides to control adult mosquitoes over populated areas within the State of Texas. Respondent must provide all labor, materials, equipment, supplies, insurance, and any other requirements to complete the terms, conditions and specifications herein. Any other fees, etc. are the responsibility of Respondent.

- **Certifications / Aircraft Make and Model.** For aerial spray operations over congested areas, Respondent is required to utilize twin-engine turbine aircraft. Respondent must provide a list, by make and model and registration number, of proposed application aircraft presently owned, leased, or subcontracted and committed to this project. All aircraft noted in the proposal must be twin engine, FAA approved and certified at the time of the proposal submittal. The Respondent shall provide the following with submission of the proposal:
 - A. For each listed aircraft, the Respondent shall provide with submission of the proposal a copy of the FAA certificate aircraft registration and standard airworthiness certificate.
- **Aircraft Performance.** Respondent must be in full regulatory compliance with all parts of Federal Aviation Regulations (FAR 137). The aircraft to be utilized by Respondent are required to have sufficient enough power, with one engine out, to have an exemption of dumping the load (fuel / pesticide) over a congested area.
 - A. The Respondent shall provide with submission of the proposal a statement and, if requested to do so, demonstrate the operational aircraft capability and compliance with FAR 137, Subpart C, 137.51.5.ii for the operation of aircraft over congested areas.
 - B. The Respondent shall provide with submission of the proposal a statement of proof of a FAA exemption for FAR 137, Subpart C, 137.53 [c] [2] – load jettisoning for the operation of aircraft over congested areas.

Aircraft Maintenance: Respondent must be in compliance with FAR 137. Prior to the start of the project, Respondent must complete all flight tests and approvals required by the FAA to operate all aircraft over congested areas. The application aircraft must be in good mechanical condition with a current 100-hour inspection and a current annual inspection or TBO or progressive maintenance plan, per FAR 137. Upon request, current logbooks should be available to the Customer to verify the maintenance program.

Spray System: Respondent's aircraft must be equipped with ultra-low volume (ULV) equipment capable of dispensing the approved product at the U.S.E.P.A. registered label rate per acre, and producing spray droplets in the labeled range to achieve optimum control of the adult mosquito population. Respondent must provide the Customer a description of the spray system, including make & model, tank, pump, and nozzles, upon request. Aircraft must be equipped with either rotary/Clarke BeecoMist or flat fan nozzles. During emergency response operations multiple aircraft could be equipped with either BeecoMist or flat fan nozzles.

Spray System Calibration and Characterization: Prior to the initial commencement of the provisions for aerial ULV applications under this contract, Respondent must perform and document characterization and calibration of aircraft spray system(s). Calibration must be monitored throughout the project with system flow meters. Documentation of flow meter calibration for each aircraft must be provided to the Customer upon request.

The Respondent shall provide with submission of the proposal documentation of compliance with the *US EPA, Pesticide Registration (PR) Notice 2005-1, Notice to Manufacturers, Producers, Formulators and Registrants of Pesticide Products, Recommendation 5 Aerial Application* directive.

Support Equipment: Respondent must furnish all equipment necessary for the spraying project. All equipment and storage facilities are subject to inspection and approval by the Customer.

GPS Navigation System: Respondent will provide a Differentially Corrected Global Positioning System - Based Aircraft Tracking Guidance and Flight Path Recording System (hereafter referred to as DGPS for use by the pilot(s) operating the application aircraft(s) during spray operations.

- **Treatment site information furnished by the Customer.** Respondent will work closely with the Customer and require input and assistance to determine and finalize the spray zones for the aerial ULV applications. The spray zones will be developed and provided to Respondent in the following format options (listed in order of decreasing preference):

- A. Polygon SHP files with metadata (ArcView) or MIF files (MapInfo) or mutually agreed upon alternate file format [perhaps Microsoft MapPoint].
- B. Individual spray block corner coordinates (Lat/Lon, WGS84) within electronic files (DBF, XLS, CSV, or TXT)
- C. Color image file of map with electronic mark-up of treatment areas, exclusion areas, and known hazards.
- D. In the absence of electronic media, useful paper maps indicating treatment areas, exclusion zones, and hazards. Paper maps should be clear, 8.5 by 11 inches or no larger than 36 by 36 inches, and suitable for rapid processing.

- **GPS Navigation System.** All aircraft are equipped with the AgNav[®] GPS navigation system, or equivalent, for precision mosquito control application

Aircraft GPS capabilities must include pre-flight planning, programmable swath width, in-flight, light bar parallel swath guidance, post-flight data viewing and mapping, and output records of acres treated, and pesticide product applied for each application mission. Post mission GPS maps and reports, verifying the performance of each aircraft, acres treated and amount of product applied will be supplied within 48 hours of the mission.

- **Meteorological Onboard Weather System.** Aircraft must be upgraded to include the AIMMS-20, or equivalent, meteorological station. The AIMMS-20, or equivalent, system provides real time meteorological data including, wind speed, wind direction, temperature and relative humidity.

The AIMMS-20, or equivalent, enables the aircraft to receive real-time weather data at the aerial ULV application spray altitude.

- **Aerial ULV Spray Guidance System.** Aircraft must be equipped with the FlightMaster[®], or equivalent, aerial spray guidance system. This system links AgNav[®], or equivalent, and the AIMMS-20, or equivalent, for real time optimization of aerial ULV applications. This system uses real-time weather data to calculate spray cloud position and redirection of the aircraft to ensure effective control of flying adult mosquitoes within the spray block.

Aircraft Communication: Each aircraft will be required to communicate directly with other spraying aircraft, ground crew, and FAA air traffic control, as required. Each spray aircraft is required to have

at least two (2) operating VHF aircraft communication radio on board. Respondent must provide a description of radio equipment before application starts.

Response Time: Respondent guarantees to have response team and ground support on route within 24 hours of notification. Contract agrees to have operations in position and active within 48 hours of time of notification.

Safety and Regulatory Compliance:

Pilot Safety and Night Vision Goggles: The pilot(s) must determine any and all hazards and must, if requested by the Customer, fly each zone to be sprayed prior to the first application. Pilot(s) are responsible for locating and avoiding navigation hazards such as radio towers, and high voltage power lines. The pilot in command is responsible for the safety of the aircraft, its occupants and cargo, and is responsible for the spraying only the approved spray blocks. Pilot(s) must operate the aircraft in accordance with FAA requirements and safety regulations. Flight safety must include, but not be limited to, flight hours logged, and rest periods. Upon request by the Customer, Respondent must provide the pilot safety plan for review.

- Since aerial applications for adult mosquito control are performed after sunset at an approximate altitude of 300 feet above ground level, Respondent will be required to equip the pilot staff with military grade night vision goggles (NVG). As part of the pilot safety plan, Respondent must provide a description of NVG equipment (make and model), pilot training program and certifications, and NVG experience of each pilot.

Regulatory Compliance: Pesticide Storage, Spill Containment and Pesticide Handling. Upon request, Respondent must provide the Customer a description of storage and spill containment systems and methods to comply with state and federal regulations, including The Federal Water Pollution Control Act (commonly referred to as the Clean Water Act [CWA]), Resource Conservation and Recovery Act (RCRA), and Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

Regulatory Compliance: Health and Safety Plan. Respondent must ensure its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property. Upon request, Respondent must provide the Customer a project specific Health and Safety Plan (HASP) in accordance with Occupational Safety and Health Standard 29 CFR 1910.120, "Hazardous Waste Operations and Emergency Response." The HASP must be designed to identify, evaluate, and control safety and health hazards, and provide for emergency response activities.

Security Plan: Respondent must abide by any current regulations issued by the FAA with regard to aircraft and insecticide safeguarding and security.

The Respondent shall provide with submission of the proposal a security plan that addresses the following requirements:

- All spray aircraft must be disabled when not in use, and only authorized personnel can start and operate the aircraft.
- All support equipment and insecticide containers must be secured when not in use.
- All spray aircraft must be attended or guarded at all times, unless the airport is secured and gated.

- When guard service for aircraft, insecticide, and / or equipment is required, Respondent will provide the necessary security personnel.

Congested Area Plan: Respondent must prepare and submit to the FAA a congested area plan and receive approval before commencement of spraying operation.

Prohibited Areas: Respondent must work with state and federal agencies to identify areas where the application of insecticides is prohibited. Planned spraying zones must exclude these areas and ensure insecticide draft to prohibited areas is eliminated.

Respondent must abide by all current safety and regulatory requirements both state and federal as necessary for each mission.

Operational Monitoring and Surveillance Options:

Routine Weather Monitoring: To achieve optimal control of mosquito populations, aerial ULV spray operations must be performed under the proper weather conditions. As part of the application price per acre, Respondent will closely monitor weather conditions. The Respondent Operations Coordinator and pilot staff will closely monitor regional weather conditions during the course of operations, including, temperature, precipitation, wind speed, and wind direction. Weather sources include FAA aviation weather outlets, NOAA, and internet / web-based sites. Generally, wind conditions must be 10 mph or less, and temperatures 55°F or more, and precipitation cannot be imminent.

Pre and Post Spray Mission Monitoring: The following services are included for enhanced operational monitoring of the aerial spray operation to meet FEMA requirements:

A. Mosquito population monitoring for efficacy determination.

- A. Operation of CO₂ – baited portable light traps:
 - Operated 12 hours (dusk to dawn)
 - Operation of 1-3 traps over a 48-hour period:
 - Pre-mission: trap(s) are set 1 day prior to the spray mission.
 - Post-mission: trap(s) are re-set 1 day after the spray mission.
 - GPS coordinates recorded for each trap location
 - Trap catches are identified to genus-species
 - Pre and post-mission data is summarized on Excel spreadsheets
 - Final report submitted to the Customer

Performance Measures and Associated Remedies:

The CPA will monitor the performance of the contract issued under this RFP. All services and deliverables under the contract must be provided at an acceptable quality level and in a manner consistent with acceptable industry standard, custom, and practice.

Referenced Brand/Example: Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Proposals on brands of like nature and quality will be considered unless advertised as proprietary under Section 2155.067, Texas Government Code. If proposing other than the referenced brands/model number, Respondent must show manufacturer, brand or trade name, product number and provide complete descriptive information of product offered and

include with response. Failure to take exception to specifications or reference data will require Respondent to furnish specified brand names, numbers, etc.

A.2.10 Invoicing

Payment for the services will be billed on a per application basis. Total price per acre must include all costs, including cost of chemicals. Billing will be based on actual acres treated per application.

A.2.11 Reporting Requirements

Sales reports shall be provided in accordance with Part B.4.9 of the General Instructions and Terms and Conditions of the RFP and on the form to be prescribed by the CPA.

The sales report template can be found at the CPA's TxSmartBuy website page/Information for Vendors/TxSmartBuy Contractors:

http://www.window.state.tx.us/txsmartbuy/vendor_info.html

A.2.12 Quantities

CPA does not guarantee a specific volume to be purchased throughout the term of the Contract. No minimum compensation to the Respondent is guaranteed. Quantities indicated for each item in the Mandatory Pricing Sheet are estimates only and are based upon previous usage for a one-year period. These shall not be construed as a minimum or a maximum quantity that Customers may order.

A.3 FINANCIAL MATTERS

A.3.1 Award Notice and Purchase Orders

A notice of award will be issued by CPA to the successful contractor(s) in response to this RFP.

Customers will issue internal purchase orders and only purchase orders issued referencing the number for the CPA Managed Contract are eligible for Contract pricing.

The Contractor agrees not to ship any materials until issuance of a Purchase Order by the authorized ordering entity (State Agency, Higher Education, or Cooperative members).

A.3.2 Price Adjustments

Price increase requests will only be allowed annually at the time of each renewal. Such requests must be submitted to CPA, TPASS Contract Management Office (TCMO) in writing with a signed cover letter detailing the changes at least thirty (30) days prior to each period. Respondent must also provide supporting documentation as justification for the request.

Upon receipt of such request, the CPA reserves the right to either: accept the escalation as competitive with the general market price at the time, effective 30 calendar days from receipt of an acceptable request; or negotiate with the Respondent.

The TCMO will accept or reject increases within 15 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the TCMO written notice. Cancellation will not go into effect for 15

calendar days after receipt of the written request. Pre-price increase prices must be honored on orders dated up to the official date of CPA approval and/or cancellation.

The request can be sent by e-mail to: tpass_cmo@cpa.state.tx.us

Or mail to:

Texas Comptroller of Public Accounts

Attn: TPASS Contract Management Office (TCMO)

PO Box 13186

Austin, TX 78711-3186

The CPA reserves the right to accept, reject, or negotiate the proposed price changes.

Price Decreases/Discount Increases

Contractors are required to immediately implement any price decrease or discount increase that may become available. The CPA must be notified in writing for updating the contract.

A.3.3 Online Ordering

Provided the provisions of A.2.3 of the resulting contract are exercised, the following procedures shall apply.

The CPA has implemented the TxSmartBuy online ordering system to permit Customers to order from the contract. In the event that this contract is converted to a statewide term contract, the Respondent will be charged a 1.5% administrative fee on all sales under the Contract, whether or not the sales are made through the online ordering system in order to cover the costs of the system. Additionally, should this contract be converted to a statewide term contract, the Respondent will be allowed to pass through this administrative fee by amending their prices upwards in an amount not to exceed 1.5%.

Online ordering will also require the ability to identify and track the commodities/services purchased. Currently, the CPA uses the National Institute of Governmental Purchasing, Inc. (NIGP) Commodity/Services Codes. Respondent shall include a statement with its completed Mandatory Pricing Sheet stating its ability to identify and include NIGP Codes and/or United Nations Standard Products and Services Codes (UNSPSC) with the commodities/services it offers to the CPA. In addition, the Respondent may offer an alternative to NIGP/UNSPSC Codes and explain how the alternative meets the needs of the state.

You can find more information about TxSmartBuy at the following link:

<http://www.window.state.tx.us/txsmartbuy/>

A.3.4 Adding New Products to the Contract after Award

Following the contract award, additional products of the same general category that could have been encompassed in the award of this contract, and that are not already on the contract, may be added. A formal written request will be sent to successful Respondents to quote on the proposed additional products. Respondent shall submit proposals to the CPA as instructed. All prices are subject to negotiation with the Best and Final Offer ("BAFO"). CPA may accept or reject any or all proposals, and may issue a separate RFP or IFB for the products after rejecting some or all of the bids. The products covered under this provision shall conform to the specifications as outlined in the request.

A.4 PROPOSAL REQUIREMENTS

A.4.1 Due Date for Proposals

Respondents shall submit Proposals to the CPA in time for the CPA to verify and confirm that each Proposal is received and documented with a date and time no later than June 10, 2010 at 4:00 p.m., Central Time in Austin, Texas.

A.4.2 Calendar of Events

The solicitation process for this RFP will proceed according to the schedule below. The CPA reserves the right to revise this schedule or any portion of this RFP by published Addendum.

Event	Date
ESBD Posting Date	May 19, 2010
Deadline for Submitting Questions	May 27, 2010
Official Response to Questions Posted on the ESBD	June 3, 2010 (or as soon thereafter as practical)
Proposal/Response Due Date and Time	June 10, 2010
Vendor Demonstrations/Oral Presentations	June 23 – 25, 2010
Expected Award of Contract	July 15, 2010

Any amendment to this solicitation will be posted as an addendum on the ESBD. It is the responsibility of interested parties to periodically check the ESBD for updates to the RFP prior to submitting a Proposal. The Respondent's failure to periodically check the ESBD will in no way release the selected Contractor(s) from the requirements of "addenda or additional information" nor will any resulting additional costs to meet the requirements be allowed after award(s).

A.4.3 Points of Contact

A.4.3.1 Point of Contact Prior to Award

Respondents shall direct all inquiries and communications concerning this RFP to the Point of Contact listed below.

Note: This e-mail address is NOT to be used for submission of a response. Follow the instructions outlined in Section A.4.18 for proper submission.

CPA Purchaser:

Yvette Marietta, CTPM, CTCM
Texas Procurement and Support Services
Texas Comptroller of Public Accounts
E-Mail: yvette.marietta@cpa.state.tx.us

Respondents shall make no contact with other CPA personnel regarding this RFP, except as permitted by the CPA Purchaser as listed above.

Failure to comply with these requirements may result in disqualification of the Respondent's Proposal.

A.4.3.2 Point of Contact After Award

After award of this RFP's subsequent contract, all requests for Contract changes and all communications relating to the contract are to be forwarded to the Contract Manager:

Bobby Pounds

TPASS Contract Management Office (TCMO)

Texas Comptroller of Public Accounts (CPA)

Email: robert.pounds@cpa.state.tx.us

A.4.4 Questions and Comments

All questions and comments regarding this RFP should be sent to the Point of Contact (see Section A.4.3.1). Questions must reference the appropriate RFP page and section number, and must be submitted by the deadline set forth in Section A.4.2. The CPA will not respond to questions received after the deadline. Responses to vendor questions will be posted to the ESBD website. The CPA reserves the right to amend answers prior to the proposal submission deadline.

Respondents must notify the Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the RFP by the deadline for submitting questions and comments. If a Respondent fails to notify the Point of Contact of these issues, it will submit a proposal at its own risk, and if awarded a contract: (1) must have waived any claim of error or ambiguity in the RFP or resulting contract, (2) must not contest the CPA's interpretation of such provision(s), and (3) must not be entitled to additional compensation, relief or time by reason of the ambiguity, error, or its later correction.

A.4.5 Multiple Proposal Submissions

A Respondent may only submit one proposal as a prime contractor. If a respondent submits more than one proposal, CPA may reject one or more of the submissions. This requirement does not limit a subcontractor's ability to collaborate with one or more respondents submitting proposals.

A.4.6 No Joint Proposals

CPA will not consider joint or collaborative proposals that require it to contract with more than one respondent.

A.4.7 Use of Subcontractors

Subcontractors providing services under the contract must meet the same requirements and level of experience as required of the respondent. No subcontract under the contract must relieve the respondent of the responsibility for ensuring the requested services are provided. Respondents planning to subcontract all or a portion of the work to be performed must identify the proposed subcontractors.

A.4.8 Modification or Withdrawal of Proposal

Prior to the proposal submission deadline set forth in Section A.4.2, a Respondent may: (1) withdraw its proposal by submitting a written request to the Point of Contact, or (2) modify its proposal by submitting a written amendment to the Point of Contact. The CPA may request proposal modifications at any time.

The CPA reserves the right to waive minor informalities in a proposal and award a contract that is in the best interest of the State of Texas. A “minor informality” is an omission or error that, in DSHS’s determination, if waived or modified when evaluating proposals, would not give a bidder an unfair advantage over other bidders or result in a material change in the proposal or RFP requirements. When the CPA determines that a proposal contains a minor informality, it may at its discretion provide the Respondent with the opportunity to correct.

A.4.9 Attachments Included with this RFP

This RFP also includes the following Attachments.

Attachments – Posted Separately on ESBD	
A	Execution of Proposal and Assurances (with Certification)
B	HUB Subcontracting Plan
C	Respondent Information Form
D	Price Proposal

Probable subcontracting opportunities:

NIGP Class	Description
675	PESTICIDES AND CHEMICALS: AGRICULTURAL AND INDUSTRIAL
905	AIRCRAFT AND AIRPORT OPERATIONS SERVICES
926	ENVIRONMENTAL AND ECOLOGICAL SERVICES
988	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES
975	RENTAL OR LEASE SERVICES OF AGRICULTURAL, AIRCRAFT, AIRPORT, AUTOMOTIVE, MARINE, AND HEAVY EQUIPMENT

This list should not be considered a mandatory or an exhaustive list. Other areas of subcontracting may be more appropriate given the Respondent's business structure and internal resources. Please see the attached HUB Subcontracting Plan for further instructions which require vendors to identify the specific areas intended for subcontracting.

The CPA has instructional videos online to assist vendors with completing the HSP. The videos may be viewed at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>.

A.4.10 Evaluation and Award of Contract

The CPA reserves the right to cancel this RFP, to make a partial award, or to make no award if it determines that such action is in the best interest of the State of Texas. The CPA may, in its discretion, reject any and all proposals or portions thereof.

Respondents understand that issuance of this RFP in no way constitutes a commitment by CPA to award a Contract or to pay any costs incurred by a respondent in the preparation of a response to this RFP.

The CPA may reject without further consideration a proposal that does not include a complete, comprehensive, or total solution as requested by the RFP.

The CPA reserves the right to award the Contract without any vendor negotiations. **The Respondent is strongly encouraged to provide its best price in its Proposal** because the CPA makes absolutely no guarantee that there will be any opportunity to negotiate or provide alternative pricing at any point during the RFP process.

Comptroller shall award a Contract(s) to the Respondent(s) whose proposal is considered to be the best value to the state, as defined in §2155.074, Gov't Code.

The State of Texas may consider, at its option, alternative products/services for award which may not meet the full specifications, however, represent a value to the State of Texas within the listed commodity classification.

Each member evaluating proposals shall execute a confidentiality agreement for this RFP.

Proposals will be evaluated by CPA employees and by other non-CPA employees who may be invited to assist as evaluators.

In determining the best value, CPA shall consider the following best value factors:

- (1) Price of the item, to include total cost of ownership, such as installation costs, life cycle costs, and warranty provisions.
- (2) Compliance with the stated specification(s) coupled with the quality, availability and reliability of the supplies, materials, equipment and services, such as fitness for use that meets or exceeds customers' expectations, and the characteristics of the product or service that bear on its ability to meet the stated/implied needs.
- (3) The ability, capacity, and skill of the bidder to perform the contract or provide the service required.
- (4) Whether the bidder can perform the contract or provide the service promptly, or within the time required, without delay or interference.
- (5) Indicators of probable performance under the contract to include: past vendor performance, financial resources and ability to perform, experience or demonstrated capability and responsibility, references, and the vendor's ability to provide reliable maintenance agreements and support.
- (6) Other relevant factors, such as the vendor's anticipated economic impact to the state or a subdivision of the state, including potential tax revenue and employment, the effect of a purchase on agency productivity, and the cost of any employee training associated with the purchase.

Initial Compliance Screening:

An initial screening of all proposals received will be conducted. Unsigned proposals and proposals that do not include all required forms and sections may be subject to rejection without further evaluation.

Competitive Field Determinations:

CPA may determine that certain proposals are within the field of competition for admission to discussions. The field of competition consists of the proposals that receive the highest or most satisfactory evaluations. CPA may, in the interest of administrative efficiency, place reasonable limits on the number of proposals admitted to the field of competition.

Oral Presentations and Site Visits:

CPA may, at its sole discretion, request oral presentations, site visits, and/or demonstrations from one or more respondents admitted to the field of competition. CPA will notify selected respondents of the time and location for these activities, and may supply agendas or topics for discussion. CPA reserves the right to ask additional questions during oral presentations, site visits, and or demonstrations to clarify the scope and content of the written proposal.

The respondent's oral presentation, site visit, and/or demonstration must substantially represent material included in the written proposal, and should not introduce new concepts or offers unless specifically requested by CPA.

CPA reserves the right to conduct studies and other investigations as necessary to evaluate any proposal. CPA reserves the right to waive any minor or immaterial response requirements noted in the submission process. Submission of proposals confers no legal rights upon any Respondent. The CPA will determine whether negotiations or Best and Final Offers are necessary and may invite selected respondents to provide oral presentations of their proposals. Pursuant to Government Code §2155.087, the Chief Clerk of the CPA, in a public meeting, may consider award recommendations for contracts related to this solicitation.

As CPA is awarding Contract(s) to Respondent(s) pursuant to Competitive Sealed Proposals as authorized by Government Code §2156.121, CPA may evaluate Respondent's Proposals on a variety of factors in addition to price. As such, CPA is **not authorized** to conduct bid/proposal openings or bid/proposal tabulations prior to award of Contract(s). Respondent(s) should be aware that such information cannot and will not be provided prior to award of Contract(s).

Past Performance: A Respondent's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code. Respondents may fail this selection criterion for any of the following conditions:

- A score of less than 90% in the Vendor Performance System,
- Currently under a Corrective Action Plan through the CPA,
- Having repeated negative Vendor Performance Reports for the same reason,
- Having a record of repeated non-responsiveness to Vendor Performance issues
- Having purchase orders that have been cancelled in the previous 12 months for non-performance (i.e. late delivery, etc.).

Contractor performance information is located on the CPA web site at:

http://www.window.state.tx.us/procurement/prog/vendor_performance/

CPA may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.108), CPA may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Such sources of vendor performance may include any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government. Further, CPA may initiate such examinations of vendor performance based upon media reports. Any such investigations shall be at the sole discretion of CPA, and any negative findings, as determined by CPA, may result in non-award to the Respondent.

By submitting a proposal, the Respondent grants CPA the right to obtain information from any lawful source regarding the Respondent's and its directors', officers', and employees': (1) past business history, practices, and conduct, (2) ability to supply the goods and services, and (3) ability to comply with contract requirements. By submitting a proposal, a Respondent generally releases from liability and waives all claims against any party providing CPA information about the Respondent. CPA may take such information into consideration in evaluating proposals.

A.4.11 Multiple Awards

The CPA anticipates multiple term contracts may be awarded from this solicitation. The Respondent(s) providing the best value to the State for each NIGP group description may be chosen as the State's primary or "best value vendor" for that group. Additional Respondents may be awarded contracts as secondary vendors at the sole discretion of CPA in order to provide product variety.

A.4.12 News Releases

Prior to award, a vendor may not issue a press release or provide any information for public consumption regarding its participation in the procurement. After award, a vendor must receive prior written approval from the CPA before issuing a press release or providing information for public consumption regarding its participation in the procurement. Requests should be directed to the Bobby Pounds, TPASS Contract Management Office (TCMO) as identified in Section A.4.3.2.

This Section does not preclude business communications necessary for a vendor to develop a proposal, or required reporting to shareholders or governmental authorities.

A.4.13 State Use of Ideas

The CPA reserves the right to use any and all ideas presented in a proposal unless the Respondent presents a valid legal case that such ideas are trade secret or confidential information, and identifies the information as such in its proposal (see Part B, Section B.2.7). A Respondent may not object to the use of ideas that are not the Respondent's intellectual property and so designated in the proposal that: (1) were known to the CPA before the submission of the proposal, (2) were in the public domain through no fault of the CPA, or (3) became properly known to the CPA after proposal submission through other sources or through acceptance of the proposal.

A.4.14 Property of the CPA

Except as otherwise provided in this RFP or the resulting contract, all products produced by a Respondent, including without limitations the proposal, all plans, designs, software, and other contract deliverables, become the sole property of the CPA.

A.4.15 Copyright Restriction

The CPA will not consider any proposal that bears a copyright.

A.4.16 Protest Procedures

[Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G](#) outlines CPA's respondent protest procedures.

A.4.17 ORGANIZATION OF THE PROPOSAL

The Proposal shall include all information required in this RFP and shall be in the format described herein. The Respondent is solely responsible for thoroughly understanding the RFP and its attachments, exhibits, and forms. Any questions concerning this RFP should be directed to the Point of Contact by the Deadline for Submitting Questions identified in Part A. The Respondent is cautioned to pay particular attention to the clarity and completeness of its Proposal. The Respondent is solely responsible for its Proposal and all documentation submitted.

The Respondent shall be as precise, accurate, and succinct as possible. The clarity and completeness of a Proposal may be considered by the CPA evaluators.

The Proposal shall consist of the following part:

- Part 1 – Business Proposal
 - Section 1 – Attachment A, B, C
 - Section 2 – Executive Summary
 - Section 3 – Corporate Background and Experience
 - Section 4 – Project Work Plan
 - Section 5 – Value-added Benefits
 - Section 6 – Assumptions and Exceptions
 - Section 7 – The Conflict of Interest Disclosure
 - Section 8 – Certifications and Other Required Forms
- Part 2 – Price Proposal, Attachment D

PART 1 – BUSINESS PROPOSAL:

A. Section 1 – The Transmittal Letter and Attachment A, B, C

1. The Transmittal Letter

The Respondent shall provide a transmittal letter identifying the responding company and address. Additionally, the letter shall include:

- A statement that the Respondent's Proposal will remain in effect for 120 days after the Proposal Opening Date.

If any material in the Proposal is marked as proprietary information, include a separate sheet behind the transmittal letter that indicates the Proposal section(s) and page(s) so marked.

- 2. Attachment A, Execution of Proposal**
- 3. Attachment B, HUB Subcontracting Plan**

Probable subcontracting opportunities have been identified in Section A.4.9. The Respondent shall fill out the HUB Subcontracting Form and submit it with the Proposal in order for the Proposal to be considered responsive.

4. Attachment C, Respondent Information Form

B. Section 2 – Executive Summary

In this section, condense and highlight the content of the Business Proposal to provide CPA with a broad understanding of the respondent's approach to meeting the RFP's business requirements. The summary must demonstrate an understanding of the goals and objectives for this procurement.

C. Section 3 – Corporate Background and Experience

This section details the respondent's corporate background and experience. If the respondent proposes to use subcontractor(s), it must describe any existing or ongoing relationships with the subcontractor(s), including project descriptions. The section should include the following information:

1. Corporate Background and Experience

Describe the respondent's corporate background as it relates to projects similar in scope and complexity to the project described in this RFP.

Include a description from projects performed within the last five (5) years that demonstrate the respondent's ability to perform the Scope of Work described in the RFP. Include contract dates and contact information (customer points of contact, address, telephone number and email address). The respondent must explain whether it performed the work as a prime contractor or subcontractor. If the respondent performed the work as a subcontractor, the respondent must describe the scope of subcontracted activities.

If the proposal includes the use of subcontractors, include a similar description of each subcontractor's corporate background and experience.

2. Résumés

Identify and describe the respondent's and its subcontractor's proposed labor skill set and provide résumés of all proposed key personnel (as defined by the respondent). Résumés must demonstrate experience germane to the position proposed. Résumés should include work on projects cited under the respondent's corporate experience, and the specific functions performed on such projects. Each résumé should include at least three (3) references from recent projects. References may not be the respondent's or subcontractor's employees.

3. Financial Capacity

Respondents are not required to submit evidence of financial capacity with their proposals. CPA reserves the right to request such information at a later date.

4. Corporate Guarantee

If the respondent is substantially or wholly owned by another corporate (or other) entity, CPA reserves the right to request that such entity unconditionally guarantee performance by the respondent in each and every term, covenant, and condition of the contract as executed by the parties.

5. Bonding

CPA reserves the right to require the respondent to procure one or more performance, fidelity, payment or other bond, if during the term of the contract; CPA in its sole discretion determines that there is a business need for such requirement.

D. Section 4 – Project Work Plan

Describe the respondent's proposed processes and methodologies for providing all components of the Mission Results/Scope of Work described in Article 2, including the respondent's approach to meeting the Project Schedule. Assume a mission of 500,000 acres. In addition, responder should provide the technical specifications on each pesticide the respondent is offering. A respondent may offer one or more pesticides, if the pesticides are compliant with Section A.2.9 (Specifications/Requirements). Respondent may then list the differing prices on the price proposal, Attachment D, for each pesticide offered.

E. Section 5 – Value-Added Benefits

Describe any services or deliverables that are not required by the RFP that the respondent proposes to provide at no additional cost to CPA. Respondents are not required to propose value-added benefits, but inclusion of such benefits may result in a more favorable evaluation.

F. Section 6 – Assumptions and Exceptions

State any business, economic, legal, programmatic, or practical assumptions that underlie the respondent's response to the Business Proposal. CPA reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into the contract resulting from this RFP are deemed rejected by CPA.

The Respondent shall also clearly identify any exceptions it takes to specific provisions of this RFP, noting the specific RFP section number. If there are no exceptions, the Respondent shall explicitly state that the Respondent takes no exception to any part of this RFP. Any exception may result in the Contract not being awarded to the Respondent.

NOTE: The CPA, as a state agency, is prevented by the Texas Constitution from indemnifying vendors. The Respondent is discouraged from including a term in its Proposal that requires the CPA to indemnify it. Such a term may result in the Proposal being deemed non-responsive.

The Respondent shall identify exceptions using the following format:

Section	Section Title	Exception	Proposed Language

G. Section 7 – The Conflict of Interest Disclosure

The Respondent shall identify any and all relationships that might be a conflict of interest or cause an appearance of a conflict of interest. A description of conflicts of interest may be found in Part B, General Instructions and Contract Terms and Conditions, Section B.1.3.

H. Section 8 – Certifications and Other Required Forms

1. Copy of FAA certificate aircraft registration and standard airworthiness certificate. (Section A.2.9, Technical Specifications)
2. A statement of the operational aircraft capability and compliance with FAR 137, Subpart C, 137.51.5.ii for the operation of aircraft over congested areas. (Section A.2.9, Technical Specifications)
3. A statement of proof of a FAA exemption for FAR 137, Subpart C, 137.53 [c] [2] – load jettisoning for the operation of aircraft over congested areas. (Section A.2.9, Technical Specifications)
4. Documentation of compliance with the *US EPA, Pesticide Registration (PR) Notice 2005-1, Notice to Manufacturers, Producers, Formulators and Registrants of Pesticide Products, Recommendation 5 Aerial Application* directive. (Section A.2.9, Technical Specifications)
5. A security plan. (Section A.2.9, Safety and Regulatory Compliance)

PART 2 – PRICE PROPOSAL, ATTACHMENT D:

RFP Attachment D includes the format for submitting price proposals. Respondents must complete this form and place it in a separate, sealed package, clearly marked with the respondent's name, the RFP number, and the RFP submission date.

Respondents must base their Price Proposals on Section A.2.9 (Specifications/Requirements). This section should include any business, economic, legal, programmatic, or practical assumptions that underlie the Price Proposal.

Respondents must separately identify value-added benefits, cost-savings and cost-avoidance methods and measures, and the effect of such methods on the Price Proposal and Specifications/Requirements.

A.4.18 Submitting the Proposal to the CPA

The Proposal shall be entitled "Proposal Submitted for RFP 537-0-75510 – Adult Mosquito Control" and shall clearly state the Proposal Due Date and Time identified in the Calendar of Events, above.

All proposals must be:

- clearly legible;
- sequentially page-numbered and include the respondent's name at the top of each page;
- organized in the sequence outlined in Section A.4.17;
- bound in a notebook or cover;
- correctly identified with the RFP number and submittal deadline;
- responsive to all RFP requirements;
- typed on 8½ by 11" paper; and
- in Arial or Times New Roman font, size 12 for normal text, no less than size 10 for tables, graphs and appendices.

Proposals may not include materials or pamphlets not specifically requested in this RFP.

By Hard Copy Submission:

The Respondent must submit one (1) original signed paper copy and five (5) copies of its Proposal.

In addition, the Respondent shall submit one (1) electronic copy of complete Proposal on CD, DVD or USB Flash Drive with Microsoft Office 2003 or Adobe Acrobat Reader 6.0 and be searchable. A complete copy of the Proposal includes all documents required by this RFP. Any disparities between the contents of the printed Proposal and the electronic Proposal will be interpreted in favor of CPA.

The one (1) electronic copy should be titled: "Complete copy of [Name of Respondent]'s proposal. Comptroller's RFP No. 537-0-75510."

If supplemental materials are included with the Proposal, the electronic copy must include such supplemental materials. The Proposal and accompanying documentation are the property of the CPA and will not be returned. CPA will no longer provide "delivery or hand stamp" receipt of bids/proposals, or proof of delivery of bid/proposals which are delivered by hand or courier. No proof of delivery shall be necessary, as the outside box will be checked daily at 4:00 pm.

The Proposal may be sent to the TPASS Bid Services at the following addresses:

By U.S. Mail:

Attn: TPASS Bid Services
Texas Comptroller of Public Accounts
P.O. Box 13186
Austin, TX 78711-3186

By Hand Delivery to (8:00 am - 5:00 pm):

Attn: TPASS Bid Services
*Drop Box – located next to front outside door on San Jacinto Blvd.
Central Services Building
1711 San Jacinto Blvd.
Austin, TX 78701

*Note: The drop box is checked daily at 4:00 p.m. Proposals placed in this box after 4:00 p.m. on the due date of responses will be considered non-responsive and will be returned to the Respondent unopened.

By Overnight/Express Mail to (7:45 am - 4:45 pm):

Attn: TPASS Bid Services
Room 174-A (CPA Mailroom, N.E. Back Dock)
1711 San Jacinto Blvd.
Austin, TX 78701

Facsimile Responses: Facsimile responses are not allowed without prior written approval from CPA.

To confirm receipt of submissions, contact 512-463-3377.