

SERIAL 05005 S INSECT FOGGING SERVICES

DATE OF LAST REVISION: April 02, 2008

CONTRACT END DATE: April 30, 2010

CONTRACT PERIOD THROUGH APRIL 30, 2010

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **INSECT FOGGING SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 14, 2005**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

CH/mm
Attach

Copy to: Materials Management
 John Townsend, Environmental Services

(Please remove Serial 04126-S from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **INSECT FOGGING SERVICES**

1.0 INTENT:

The intent of this Invitation For Bids is to award a multiple-award contract to the lowest, responsive, responsible bidder(s), for on-call, on-demand insect fogging services throughout Maricopa County.

2.0 TECHNICAL SPECIFICATIONS:

2.1 INSECTICIDE SPECIFICATIONS

The material used will be a synthetic pyrethroid with piperonyl butoxide synergist in a petroleum distillate solvent carrier (Contractor supplied). The concentration of the active ingredient is two to ten percent (2 – 10%) with the synergist usually at an equal concentration.

The Contractor **SHALL submit MSDS sheets** on all chemicals used to perform the specifications herein as part of their bid package. If a chemical is changed, the Contractor shall provide the County with the new MSDS sheet.

2.2 EQUIPMENT SPECIFICATIONS

The equipment used to apply the material would be described as any standard ULV ground applicator, with a swath width of 300 ft, capable of producing a non-thermal aerosol spray with a droplet size ranging up to 48 microns in diameter, and a mass medium diameter (MMD) 15-20 microns. Apply product undiluted as a flow rate of 4.7 to 18.8 fluid ounces per minute at an average vehicle speed of 5 to 10 mph. If a different vehicle speed is used, adjust the flow rate accordingly. An accurate flow control system shall be used to ensure proper flow rate. Do not exceed a flow rate of 20 fl. oz./min. May be applied at truck speeds of 5 to 20 mph.

The equipment shall be calibrated to deliver 0.0024 Lbs. AI/Acre.

2.3 CONTRACTOR QUALIFICATIONS:

2.3.1 Required License, Pest Control:

Contractor shall be responsible to procure all required licenses and permits when and where applicable. Contractor must comply with all Arizona Statutes, and must hold a current State of Arizona Structural Pest Control License, Category Class B-1 – Public Health and General Pest Control. The Structural Pest Control Commission must certify contractor’s technical applicators. Copies of the State license and certification of staff applicators must accompany bid package and be updated annually. Contractor’s license shall be registered to the Contractor, and not subcontracted to another contractor.

2.4 CONTRACTOR REQUIREMENTS

2.4.1 All work performed by the Contractor shall be to a professional standard, complying with all the requirements of the applicable and current edition of the State of Arizona Structural Pest Control Commission laws and administrative rules.

2.4.2 Service shall include furnishing all labor, equipment, tools, fuel, materials, insurance, supervision and other items incidental to the performance under this Contract.

2.4.3 The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to all employees on the work site and other persons including but not limited to the general public and County employees who may be affected thereby.

2.4.4 The Firm must have been in Pest Control business a minimum of five (5) years, and completely familiar with specified requirements and methods needed for proper performance of this contract. Pest Control and Termite Control technicians must have a minimum of three (3) years experience, with certification. Proof must accompany bid package, in the form of a documented resume.

2.5 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a five (5) year period.

3.2 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the Consumer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

3.3 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.4.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.4.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.4.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.4.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.4.2.4 Environmental Pollution Legal Liability. Contractor shall maintain in force for the full period of this contract insurance covering losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this contract.

This insurance shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy of insurance affording these required coverages shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$2,000,000.

The policy of insurance shall be endorsed to include as an insured Maricopa County, its officers, elected officials, and employees.

3.4.3 Certificates of Insurance.

3.4.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.4.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.4.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.5 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

CHARLES HINEGARDNER, Procurement Consultant, 602 506-6476
chinegar@mail.maricopa.gov

Technical telephone inquiries shall be addressed to:

JOHN TOWNSEND, Environmental Services-Vector Control, 602 506-6476

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.6 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT 9:00 A.M/MST.ON MARCH 2, 2005 AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 W. LINCOLN ST., 2ND FLOOR, PHOENIX, AZ 85003.

3.7 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.8 REQUIRED SUBMITTALS:

Bidders shall submit with their bid package the following information. Failure to provide all the required submittals will cause the bid to be non-responsive:

- 3.8.1 Documentation of fogging experience (Per §2.4.4)
- 3.8.2 Licenses (Per §2.3.1)
- 3.8.3 Attachment A (Pricing) in paper format
- 3.8.4 Attachments B – Agreement Page (properly signed)
- 3.8.5 Attachment C – References (Fogging)
- 3.8.6 Attachment D – Equipment Inventory**

3.9 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.9.1 Compliance with specifications
- 3.9.2 Price
- 3.9.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.10 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide one (1) original (labeled) and one (1) copy of their bid response.
Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003.
A corporate official who has been authorized to make such commitments must sign bids.

ARIZONA PEST PREVENTION, INC., 1749 E BOSTON CIRCLE, CHANDLER, AZ 85225

PRICING SHEET S007302/B0700048 NIGP CODE 9105904

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

1.0 PRICING

1.1 Fogging Services per Section 2.0
(Includes provision of Insecticide complying with Section 2.1)

1.2 Price per thousand acres: \$ 1,375.00

Terms 1% 10 Days Net 30

Vendor Number: W000002192 X

Telephone Number: 480-857-7376

Fax Number: 480-814-9747

Contact Person: Steve Greenhalgh

E-mail Address: arizonapestprevention@cox.net

Company Web-Site: www.arizonapestprevention.com

Insurance Certificate: Required

Contract Period: To cover the period ending **April 30, 2010.**

AUTOMATIC FLY CONTROL SYSTEMS, 20516 W WATKINS ST, BUCKEYE, AZ 85326

PRICING SHEET ~~S007302/B0700048~~ NIGP CODE 9105904

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

INTERNET ORDERING CAPABILITY: YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

1.0 PRICING

1.1 Fogging Services per Section 2.0
(Includes provision of Insecticide complying with Section 2.1)

1.2 Price per thousand acres: \$ 1,000.00

Terms 1% 10 Days Net 30

Vendor Number: W000001431 X

Telephone Number: 623-393-8452

Fax Number: 623-393-8451

Contact Person: Ray Petersen

E-mail Address: azlpetersen@msn.com

Insurance Certificate: Required

Contract Period: To cover the period ending **April 30, 2010.**

CLARKE MOSQUITO CONTROL, 159 N GARDEN AVE., ROSELLE, IL 60172

PRICING SHEET ~~S007302/B0700048~~ NIGP CODE 9105904

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

INTERNET ORDERING CAPABILITY: YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

1.0 PRICING

1.1 Fogging Services per Section 2.0
(Includes provision of Insecticide complying with Section 2.1)

1.2 Price per thousand acres: **\$2,206.00** ~~2,000.00~~ Eff. 05/01/08

Terms	Net 30
Vendor Number:	W000001631 X
Telephone Number:	630-894-2000
Fax Number:	630-894-1774
Contact Person:	Mark Medic
E-mail Address:	mmedic@clarkemosquito.com
Company Web-Site:	www.clarkemosquito.com
Insurance Certificate:	Required
Contract Period:	To cover the period ending April 30, 2010.

PALO VERDE VECTOR & P.C. INC., 4341 E BETTY ELYSE LN, PHOENIX, AZ 85032

PRICING SHEET S007302/B0700048 NIGP CODE 9105904

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

INTERNET ORDERING CAPABILITY: YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

1.0 PRICING

1.1 Fogging Services per Section 2.0
(Includes provision of Insecticide complying with Section 2.1)

1.2 Price per thousand acres: \$ 1,900.00

Terms Net 30

Vendor Number: W000001605 X

Telephone Number: 602-249-3440

Fax Number: 602-249-3440

Contact Person: Charles Melvin

E-mail Address: dragonfly4341@cox.net

Insurance Certificate: Required

Contract Period: To cover the period ending **April 30, 2010.**

RUSSELL PEST CONTROL, PO BOX 173, CAVE CREEK, AZ 85327

PRICING SHEET ~~S007302/B0700048~~ NIGP CODE 9105904

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

1.0 PRICING

1.1 Fogging Services per Section 2.0
(Includes provision of Insecticide complying with Section 2.1)

1.2 Price per thousand acres: \$ 1,900.00

Terms Net 20

Vendor Number: W000001803 X

Telephone Number: 623-785-9099

Fax Number: 623-780-8878

Contact Person: Steven Russell

E-mail Address: bugmanrpc@yahoo.com

Insurance Certificate: Required

Contract Period: To cover the period ending **April 30, 2010.**

TRULY NOLEN OF AMERICA, INC., 2810 S 24TH ST STE 106, PHOENIX, AZ 85034

PRICING SHEET S007302/B0700048 NIGP CODE 9105904

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NOWILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NOIF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NOINTERNET ORDERING CAPABILITY: YES NO _____ % DISCOUNTOTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

1.0 PRICING

1.1 Fogging Services per Section 2.0
(Includes provision of Insecticide complying with Section 2.1)

1.2 Price per thousand acres: \$ 1,496.00

Terms Net 10

Vendor Number: W000001887 X

Telephone Number: 602-220-0052

Fax Number: 602-220-0206

Contact Person: Julie Patterson

E-mail Address: julie.patterson@trulymail.net

Insurance Certificate: Required

Contract Period: To cover the period ending **April 30, 2010.**