

SERIAL 02111 S BIRD PROOFING SERVICES (NIGP 91059)

DATE OF LAST REVISION: March 15, 2006

CONTRACT END DATE: February 28, 2009

CONTRACT PERIOD THROUGH ~~FEBRUARY 28, 2006~~ FEBRUARY 28, 2009

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **BUILDING MAINTENANCE, INSTALLATION AND REPAIR SERVICES, BIRD PROOFING**

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 **FEBRUARY 19, 2003**.

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: Clerk of the Board
Steve Varscsak, Facilities Management
Kathy Sicard, Materials Management

(Please remove Serial 00197-RFP from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **BUILDING MAINTENANCE, INSTALLATION AND REPAIR SERVICES, BIRD PROOFING**

1.0 **INTENT:**

The intent of this Invitation for Bid is to establish responsive/responsible contractors to install bird and bat control and devices that deter nesting and roosting on County buildings, bridges, and other structures owned by Maricopa County. The following types of bird control systems will be considered:

Specifications

- Netting: Constructed of knotted polyethylene with a mesh size no greater than 2” (two inches). Netting material must be UV protected, rot proof, and flame resistant. Must be available in an array of colors. Similar types, but not as specified, may be substituted if approved by the County.
- Spikes, plastic: Constructed of plastic. Plastic must be UV protected. One-piece construction. Multiple angled spikes. Non-flexible for bird weight. Available in several widths and an array of colors. Similar types, but not as specified, may be substituted if approved by the County.
- Spikes, plastic/metal: Constructed of a plastic base with stainless steel spikes. Plastic must be UV protected. Available in several widths. Radically bendable for curves. Multiple angled spikes. Similar types, but not as specified, may be substituted if approved by the County.
- Chain: Constructed of a plastic base with stainless steel spikes. Plastic to be UV protected. Spikes are single inline vertically positioned. Can be shaped into a multitude of various formations, as spike base is pivotal. Similar types, but not as specified, may be substituted if approved by the County.
- Pin and Wire: Electrical system. Stainless steel, spring-tension with wire mounted to a post. The system utilizes a high voltage low current electrical pulse generator. Similar types, but not as specified, may be substituted if approved by the County. Similar types, but not as specified, may be substituted if approved by the County.
- Pin and Wire: Non-electrical system. Low profile, low visibility. Multiple stretches of various heights (more than two) of nylon coated steel or stainless steel wire, tensioned between pins. Similar types, but not as specified, may be substituted if approved by the County.
- Bat control: Any type of bat control device will be evaluated.

The following will not be considered, as it is listed only as an alternative to the above:

- Other: Based on unusual locations and/or difficult areas to access, other types of bird deterrent systems not listed but may be necessary. It is anticipated the percentage of ‘other’ systems will be miniscule.

Any County department may use this contract. The Facilities Management Department is not responsible for contract administration of this contract when services are requested by other County agencies.

2.0 **TECHNICAL REQUIREMENTS:**

- 2.1 The scope of work will consist of installing bird control systems on County buildings. The following buildings are scheduled for installation of a bird control system. Others will be added as needed:
 - Adult Detention at Lower Buckeye Complex
 - Central Services at Lower Buckeye Complex
 - Forensic Science Center
 - Durango Parking Structure
 - Durango Residential Treatment Center
 - Durango Juvenile Detention
 - Superior Court Building in Surprise

All new installation work to be project quoted. Repair work based on time and materials.

Additionally, this contract can be used for bat control based on an hourly rate.

Machinery/equipment that will be considered as additional cost and used indirectly to the repair of bird control systems will allowed an administrative mark-up cost of five percent (5%) for Time and Materials work. The invoice from the rental firm must be attached to the Contactor's invoice.

- 2.2 All systems listed in the §1.0 Intent are a non-lethal approach to bird control and must integrate critical factors including landscaping, climate, regulatory requirements, safety, and other potentially sensitive areas.
- 2.3 FMD (or the County agency if paid by them) will determine what type of bird control system the building will require, and schedule a site meeting for all contract awardees who specialize in that system. If it is determined by the contractor(s) AND the County that a different bird control system (or a combination of types) could more effectively used other than those listed in the Intent, the agreed-upon system(s) will then be price-quoted to all vendors under this agreement.
- 2.4 County business hours will be 6:00 AM to 6:00 PM, Monday through Friday.
- 2.5 Contractor shall be permitted to access and work consecutive days (including weekends and holidays) once the work has commenced. This must be coordinated with Facilities Management staff or the User Agency making the request.
- 2.6 Unhatched bird eggs and/or baby birds shall be collected by the Contractor and taken to a representative of the Arizona Humane Society or the Urban Wildlife Society, or should neither of these be available, a reputable agency selected by the County and coordinated by the County. Lifeless birds found by the Contractor prior to cleaning shall be removed and disposed of in a humane manner
- 2.7 If the surface the bird system is to be installed onto has bird droppings, the Contractor shall prepare the surfaces of the building via intensive cleaning prior to installing the bird system.
- 2.8 After cleaning, Contractor to supply, install, and makes functional the bird system.
- 2.9 Installation of the bird control system must follow historical guidelines where applicable. Any bird control system on any structure that is considered historical in nature shall be reviewed by the Historical Preservation Committee. The Contractor shall ensure the proposed system will not harm the exterior of an historical building in writing.
- 2.10 Method of installation (screws, adhesive, nails, etc.) shall be discussed between the contractor AND the County prior to installation.
- 2.11 If pin and wire electrical system is requested, the County will be responsible to provide the AC electrical source. Solar powered generators are not to be used unless specifically requested by the County.
- 2.12 All chemicals used for cleaning/sanitation shall have MSDS sheets supplied to the County prior to commencement of job project.
- 2.13 Other Than Contractor's Electric Pin and Wire System – Repairs:
The County has several pin and wire electrical systems installed. There are times when these systems require repairs. Please provide your companies expertise in this area.
- 2.14 Machinery or equipment that will be considered as additional cost and used indirectly to the application of the bird system as, but not limited to:
Man lifts
Swing stage
Bucket truck

These items will be line item priced and allowed an administrative mark-up cost of five percent (5%) if used for time and materials work.

2.15 Project Work and Time & Materials:

- 2.15.1 Project work shall mean work performed, which, in the best interest of the County, would be more advantageous to be performed as “all inclusive” as opposed to time and materials. Each of the contractors assigned to this contract shall be provided a request for project quote containing a detailed Scope of Work. As such, each contractor MUST submit a response, with award granted to the lowest quote for the project. Contractors are not to submit their own project quote sheets (exceptions: if the contractor’s quote sheet has no terms and conditions and no provisions for a signature from the County). If the Contractor’s quote sheet contains any of the aforementioned, only County letterhead quote sheets will be acceptable. All terms and conditions are only those established under this agreement. All additional labor charges outside the Scope Of Work for projects are those labor rates established in Attachment A, PRICING.
- 2.15.2 A construction tax may be applied to the total project cost. This is calculated at 65% of the retail tax rate applied to the combined labor and materials associated with project work. If project work, do not itemize labor, materials, rented equipment, or other costs.
- 2.15.3 After a site visit of the project, all contractors listed under this contract must submit the project quote sheet back to the County within the specified time frame, either with acceptance and a firm price; or decline with a written reason as to why the project was declined. Contractors who have declined project work a minimum of three times during a six-month period shall be required to attend a meeting with the Materials Management Department and FMD to discuss consideration for default of contract as this is indicative of the Contractor’s desire not to do business with the County.
- 2.15.4 The submitted project price quote is to be all-inclusive. This to include all labor, materials, rented equipment, swing stages, man lifts, or any other type of equipment/tools necessary to perform the project. Any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD (or County user agency if request was made by them) prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment. ALL contractors are to have an equal opportunity to quote on project work.
- 2.15.5 Dependent upon the complexity/nature of the project, a predetermined and/or pre-identified site meeting may be held to ensure all contractors are aware of important issues regarding the project.
- 2.15.6 Contractors shall be compensated for additional work requested by the County that is not detailed in the scope via the labor rates bid in Attachment A, PRICING.
- 2.15.7 This contract may also be used for time and materials work (under \$5,000) and priced per hour as bid in the pricing section. The threshold from time and materials to project work shall be \$5,000.00. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is firm fixed. Exceeding this amount requires written approval from the County.

2.15.8 Each bidder shall be ranked as first call, second call, third call, and so on for time and materials according to the specific system they have proposed. The contractor of record having the lowest labor bid shall be called first by the requesting department for time and materials service. If the vendor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder. The County must document this via a rank call log. Consistent decline of service requests by a vendor or consistent non-compliance with response time specifications shall cause the County to review the file and a determination made for default of contract.

2.15.9 **Guarantee Against Deterioration:**
Bird control products made of plastic, polyethylene, or any other non-metal materials must be UV stabilized and guaranteed not to deteriorate for a minimum of five (5) years after acceptance of the system by the County. If deterioration occurs during the five-year period, the contractor shall replace such product(s) at no additional cost to the County, which shall include the cost of all materials, equipment, and labor.

2.15.10 **Acceptance:**
Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.16 **Required Submittals and Contractor Qualifications:**

Each Bidder **MUST** submit with the bid package the following required submittals. Failure to provide **ALL** the required submittals shall render the Bid non-responsive.

2.16.1 The Contractor must have a minimum of three- (3) year's experience specifically in the bird control service business. Provide roster of staff technicians listing name, years of experience, and field of expertise for bird control.

2.16.2 Provide number of trucks in the service fleet and how stocked.

2.16.3 Description of the type of system your firm can provide based on the specifications in §1.0 INTENT:

- Netting
- Spikes, plastic
- Spikes, plastic/metal
- Chain
- Pin and wire (electrical)
- Pin and wire (non-electrical)
- Bat control
- Other systems

2.16.4 Describe your guarantee to eliminate the bird population once your system has been installed.

2.16.5 Describe your guarantee for ultraviolet breakdown (deterioration) and workmanship for netting, spikes, and chain or other plastic components (see § 2.15.9)

2.16.6 Provide what course your firm would take if it were determined the bird control system installed by your firm fails to substantially reduce the bird population.

2.16.7 Contractor must have a minimum of three- (3) year's installation experience for any of the following. Provide your expertise in any one or all of the following bird control systems:

2.16.8 List of sites (at least five) with proven successful bird control using as many of the types of systems listed in §2.16.3.

- 2.16.9 Submit your written plan of Quality Assurance. This should include the philosophy and methodology they plan to use to ensure quality service is performed, and how you plan to apply this plan to the County's bird control contract.
- 2.16.10 Provide copies of contractor's Arizona State Structural Pest Control licenses, and copy of picture QP card of technical staff who will be assigned to this contract.
- 2.17 SPECIAL REQUIREMENTS:
- 2.17.1 All system electrical work for pin and wire systems (or other electrical-type systems) shall comply with the requirements of the applicable edition of the National Electric Code, State and Local building codes.
- 2.17.2 In the event the work performance of the Contractor is not satisfactory, the Contractor will be notified and be given four (4) days to correct the work. Labor for all rework will be at no cost to the County.
- 2.17.3 A Maricopa County Sheriff's Office background check will be a requirement for all employees of Contractor's staff providing services to the County. This is essential due to the need to access areas within the County such as detention facilities, court buildings, and many other restricted areas. The County shall incur the cost for this option.
- 2.17.4 Contractor shall be responsible to obtain 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 Commission license for General Pest, Category B.
- 2.17.5 A copy of picture Qualifying Party (QP) card for the license holder AND a copy of the Category B license must accompany bid package. Licensed contractors may subcontract providing the County is notified in writing. The subcontractor must comply with all the conditions set forth in this contract.
- 2.17.6 Contractor's staff or sub-contractor's staff who will be utilized in the installation of the bird control system must hold CERTIFICATION by the Arizona Structural Pest Control Commission. The Contractor will be required to show proof of certification for each employee assigned to the project prior to commencement of work.
- 2.17.7 The Contractor shall perform the work in a way to minimize disruption to the normal operation of the building tenants. Upon completion of the work, the Contractor is responsible for cleaning and removing all debris, materials, and equipment associated with the work performed. Debris not to be placed into County trash containers.
- 2.17.8 The Contractor and their employees shall exercise safe industry work practices. All work shall be in compliance with appropriate OSHA, Federal, State, County, and local municipalities' ordinances and regulations. Chemicals shall be transported in containers, which will ensure proper protection to the job site, and must be properly labeled.
- 2.17.9 The Contractor will be required to perform the specifications, install the bird control system, and supply a warranty on their own merit without subcontracting to another contractor.
- 2.17.10 Employees Of The Contractor:
No one except authorized employees of the Contractor is allowed on the premises of Maricopa County buildings. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other persons unless said person is an authorized employee of the Contractor.

- 2.17.11 **Removal Of Contractors Employees:**
The Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work. The County may require that the Contractor remove from the job site covered by the contract employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of the County.
- 2.17.12 **Invoicing:**

The invoice **MUST** contain:

Contract serial number;
Terms as bid,
Purchase order number (or P-card notation)
Site address that is having the system installed;
Total cost: cost for the system; all ancillary costs;

Invoices received without these requirements shall be sent back to the Contractor, further delaying payment.
- 2.17.13 **Tax:**
Taxes shall be imposed on bird control parts and supplies purchased by the County. No tax shall be levied against labor (Exceptions: projects). Proposal pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Bidder to determine any and all taxes and include the same in bid price.
- 2.17.14 **Additional Pricing:**
Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation for Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. Two sets of catalogs/pricing documents shall accompany any additional pricing offered.
- 2.17.15 **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 three- (3) year period.

3.2 **OPTION TO EXTEND:**

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 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.

3.3.2 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.

- 3.3.2.1 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.

- 3.3.2.2 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.

- 3.3.2.3 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.

3.3.3 Certificates of Insurance.

- 3.3.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect 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 be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

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.

3.3.4 Occurrence Basis.

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

3.3.5 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.

3.4 REQUIREMENT OF CONTRACT BOND:

Concurrently with the award of a Project, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor.

- (A) A Performance Bond equal to the full Contract amount conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.
- (B) A Payment Bond equal to the full contract amount solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Contract.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

3.5 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.6 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 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
~~STEVE DAHLE, LEAD PROCUREMENT CONSULTANT, 602-506-3450~~
(sdahle@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Steve Varscsak, Contract Administrator, FMD, 602-506-8198
(steve.varscsak@fm.maricopa.gov)

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

3.8 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON DECEMBER 3, 2002 AT 9:00 AM AT THE MARICOPA COUNTY FACILITIES MANAGEMENT DEPARTMENT, 401 W. JEFFERSON ST., PHOENIX, AZ 85003

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.2 ESCALATION:

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

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional services are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.12 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.13 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder

ARIZONA WINGS-N-STINGS LLC, 3431 W THUNDERBIRD RD #13-261, PHOENIX, AZ 85053

2ND CALL

S073402 / B0606504 / NIGP CODE 910 59

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:

All new installations to be project quoted. Listed below are labor rates for time and materials, bird control systems:

| | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> |
|--------------------------------------|------------------------|------------------------|------------------------|
| 1.1 Labor, during business hours: | <u>\$50.00/per hr.</u> | <u>\$55.00/per hr.</u> | <u>\$60.00/per hr.</u> |
| 1.2 Labor, after hours and Saturday: | <u>\$55.00/per hr.</u> | <u>\$60.00/per hr.</u> | <u>\$65.00/per hr.</u> |
| 1.3 Labor, Sundays and holidays: | <u>\$55.00/per hr.</u> | <u>\$60.00/per hr.</u> | <u>\$65.00/per hr.</u> |
| Bat Control, time and materials: | | | |
| 1.4 Labor, during business hours: | <u>\$50.00/per hr.</u> | <u>\$55.00/per hr.</u> | <u>\$60.00/per hr.</u> |

Other Charges:

1.5 System components, materials, etc., required for T&M work under \$5,000: Cost plus: 15 %

Terms: 2% 10 DAYS NET 30

Vendor Number: **W000000665 X**

Telephone Number: 602-942-6550

Fax Number: 602-863-1821

Contact Person: ~~JEFF KIMMICH~~ **Barbara Kimmich**

E-mail Address: [bugthump@~~aol.com~~](mailto:bugthump@aol.com) **wingsnstings@aol.com**

Company Web Site: www.azwns.com (after 2/03)

Certificates of Insurance Required

Contract Period: To cover the period ending **FEBRUARY 28, 2006 2009**

REMOVED 03/15/06

AVIAN FLYAWAY INC., 1645 W VALENCIA RD #109 514, TUCSON, AZ 85746

5TH CALL

S073402 / B0606504 / NIGP CODE 910-59

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:

All new installations to be project quoted. Listed below are labor rates for time and materials, bird control systems:

| | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> |
|--------------------------------------|-------------------------|-------------------------|-------------------------|
| 1.1 Labor, during business hours: | <u>\$ 80.00/per hr.</u> | <u>\$ 90.00/per hr.</u> | <u>\$100.00/per hr.</u> |
| 1.2 Labor, after hours and Saturday: | <u>\$120.00/per hr.</u> | <u>\$130.00/per hr.</u> | <u>\$140.00/per hr.</u> |
| 1.3 Labor, Sundays and holidays: | <u>\$150.00/per hr.</u> | <u>\$160.00/per hr.</u> | <u>\$170.00/per hr.</u> |
| Bat Control, time and materials: | | | |
| 1.4 Labor, during business hours: | <u>\$N/A/per hr.</u> | <u>\$N/A/per hr.</u> | <u>\$N/A/per hr.</u> |

Other Charges:

1.5 System components, materials, etc., required for T&M work under \$5,000: Cost plus: 20 %

Terms: NET 30

Federal Tax ID Number: 75-2438747

Vendor Number: 752438747 A

Telephone Number: 520/889-7303

Fax Number: 520/889-1375

Contact Person: David A. Alderson

E-mail Address: wiley#@mindspring.com

Company Web Site: www.avianflyawayinc.com

Certificates of Insurance Required

Contract Period: To cover the period ending FEBRUARY 28, 2006

BURNS PEST ELIMINATION, 2620 WEST GROVERS AVE., PHOENIX, AZ 85053
2224 W DESERT COVE SUITE 201, PHOENIX, AZ 85029

4TH CALL

S073402 / B0606504 / NIGP CODE 910 59

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:

All new installations to be project quoted. Listed below are labor rates for time and materials, bird control systems:

| | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> |
|--------------------------------------|-------------------------|-------------------------|-------------------------|
| 1.1 Labor, during business hours: | <u>\$ 65.00/per hr.</u> | <u>\$ 68.25/per hr.</u> | <u>\$ 71.00/per hr.</u> |
| 1.2 Labor, after hours and Saturday: | <u>\$130.00/per hr.</u> | <u>\$136.50/per hr.</u> | <u>\$143.00/per hr.</u> |
| 1.3 Labor, Sundays and holidays: | <u>\$190.00/per hr.</u> | <u>\$199.50/per hr.</u> | <u>\$207.00/per hr.</u> |
| Bat Control, time and materials: | | | |
| 1.4 Labor, during business hours: | <u>\$ 65.00/per hr.</u> | <u>\$ 68.25/per hr.</u> | <u>\$ 71.50/per hr.</u> |

Other Charges:

1.5 System components, materials, etc., required for T&M work under \$5,000: Cost plus: 5 %

Terms: NET 30

Vendor Number: **W000001522 X**

Telephone Number: 602/971-4782

Fax Number: 602/870-4563

Contact Person: Clint Von Tobel

E-mail Address: cmb_123@msn.com

Company Web Site: pbe2224@aol.com

Certificates of Insurance Required

Contract Period: To cover the period ending **FEBRUARY 28, 2006 2009**

RID-A-BIRD, LLC, 20435 N 17th DRIVE, PHOENIX, AZ 85027 20435 N 24TH DRIVE, PHOENIX, AZ 85308
CONTROL 365 PLUS INC., 2011 W ROSE GARDEN LANE, PHOENIX, AZ 85027

1ST CALL

S073402 / B0606504 / NIGP CODE 910 59

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:

All new installations to be project quoted. Listed below are labor rates for time and materials, bird control systems:

| | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> |
|--------------------------------------|-------------------------|-------------------------|-------------------------|
| 1.1 Labor, during business hours: | <u>\$ 49.50/per hr.</u> | <u>\$ 51.90/per hr.</u> | <u>\$ 54.50/per hr.</u> |
| 1.2 Labor, after hours and Saturday: | <u>\$ 74.50/per hr.</u> | <u>\$ 78.20/per hr.</u> | <u>\$ 82.60/per hr.</u> |
| 1.3 Labor, Sundays and holidays: | <u>\$ 99.50/per hr.</u> | <u>\$104.10/per hr.</u> | <u>\$109.30/per hr.</u> |
| Bat Control, time and materials: | | | |
| 1.4 Labor, during business hours: | <u>\$ 69.00/per hr.</u> | <u>\$ 75.90/per hr.</u> | <u>\$ 83.50/per hr.</u> |

Other Charges:

1.5 System components, materials, etc., required for T&M work under \$5,000: Cost plus: 45 %

Terms: NET 30

Vendor Number: **W000000876 X**

Telephone Number: **623/587-0125**

Fax Number: **623/582-3982**

Contact Person: Ronald or Mike Matheson

E-mail Address: mathesonm@mail.msn.com ribabird@cox.net

Company Web Site: www.mathesongroup.com

Certificates of Insurance Required

Contract Period: To cover the period ending **FEBRUARY 28, 2006 2009**

UNIVERSITY TERMITE AND PEST CONTROL INC., 3930 E TENNESSEE STREET, TUCSON, AZ 85714-2148

3RD CALL

S073402 / B0606504 / NIGP CODE 910 59

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:

All new installations to be project quoted. Listed below are labor rates for time and materials, bird control systems:

| | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> |
|--------------------------------------|-------------------------|-------------------------|-------------------------|
| 1.1 Labor, during business hours: | <u>\$ 60.00/per hr.</u> | <u>\$ 65.00/per hr.</u> | <u>\$ 70.00/per hr.</u> |
| 1.2 Labor, after hours and Saturday: | <u>\$ 85.00/per hr.</u> | <u>\$ 90.00/per hr.</u> | <u>\$ 90.00/per hr.</u> |
| 1.3 Labor, Sundays and holidays: | <u>\$100.00/per hr.</u> | <u>\$110.00/per hr.</u> | <u>\$120.00/per hr.</u> |
| Bat Control, time and materials: | | | |
| 1.4 Labor, during business hours: | <u>\$100.00/per hr.</u> | <u>\$110.00/per hr.</u> | <u>\$120.00/per hr.</u> |

Other Charges:

1.5 System components, materials, etc., required for T&M work under \$5,000: Cost plus: 30 %

Terms: NET 30

Vendor Number: **W000000380 X**

Telephone Number: **800-887-4146**

Fax Number: 520-790-1904

Contact Person: Douglas Brunner

E-mail Address: doughbrunner@earthlink.net

Company Web Site: www.bepestfree.com

Certificates of Insurance Required

Contract Period: To cover the period ending **FEBRUARY 28, 2006 2009**