

CONTRACT PERIOD THROUGH JUNE 30, 2010

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **AERIAL INSECTICIDE SPRAYING**
(NIGP CODE 90514)

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 **June 08, 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/ks
Attach

Copy to: Clerk of the Board
John Townsend, Environmental Services
Kathy Sicard, Materials Management

(Please remove Serial 04140-S from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **AERIAL INSECTICIDE SPRAYING SERVICES
[NIGP 90514]**

1.0 **INTENT:**

This intent of this Invitation For Bids is to secure a source for on-demand aerial insecticide spraying services throughout Maricopa County. This will be a multiple awarded contract among all responsive/responsible bidder(s). The lowest bidder will have the first opportunity to perform or refuse each spraying assignment.

Maricopa County reserves the right to add Vendors to this Agreement over its term to ensure adequate provision of services. Any Vendor subsequently added shall comply fully with the terms and conditions of this agreement.

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 INSECTICIDE SPECIFICATIONS:

The chemical products used will be pyrethroids or synthetic pyrethroid with piperonyl butoxide synergist in a petroleum distillate solvent carrier. The products applied shall be appropriate for aerial control of adult mosquito populations. Maricopa County will make all final determinations regarding the type of chemical products used in any and all applications.

It will be the responsibility of the Contractor to provide all chemical products.

The Contractor **MUST submit MSDS sheets** on all chemical products used to carry out the specifications herein as part of their bid package. If a chemical product is changed, the Contractor must provide the County with the new MSDS sheet at the time of change.

2.2 RESPONSE TIME:

Upon receipt of a purchase order to perform spraying services, the Vendor must be on-site and operational within seventy-two (72) hours.

2.3 PERFORMANCE SPECIFICATIONS:

A minimum kill rate of seventy (70) percent must be achieved. This will be tested through the use of pre-application and post application traps.

2.4 CONTRACTOR QUALIFICATIONS:

2.4.1 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 **MUST** be registered to the Contractor, and not subcontracted to another contractor.

2.5 CONTRACTOR REQUIREMENTS:

2.5.1 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.

- 2.5.2 Service shall include furnishing all labor, equipment, tools, fuel, materials, insurance, supervision and other items incidental to the performance under this Contract.
- 2.5.3 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.
- 2.5.4 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 technicians must have a minimum of three (3) years experience, with certification. Proof must accompany bid package, in the form of a documented resume.

2.6 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.

2.7 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 Emergency Invitation for Bids is for awarding a requirements contract to cover a five (5) year period.

3.2 INDEMNIFICATION AND INSURANCE:

3.2.1 INDEMNIFICATION.

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless 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, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. CONTRACTOR'S duty to defend, indemnify and hold harmless COUNTY, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes CONTRACTOR may be legally liable.

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.

3.2.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **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, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.2.3 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **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 **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **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 **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **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 **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 **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

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

3.2.3.1 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, environmental and pollution damage, 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. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

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.

3.2.3.2 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.

- 3.2.3.3 Aviation Liability. **CONTRACTOR** shall maintain Aviation Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** aircraft (including owned, hired, non-owned), assigned to or used in the performance of this Contract.
- 3.2.3.4 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.
- 3.2.3.5 Workers' Compensation **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 \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

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

3.2.4 Certificates of Insurance.

- 3.2.4.1 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.
- 3.2.4.2 In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

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

3.2.5 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.

3.3 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, 602 506-0703

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

3.4 EVALUATION CRITERIA:

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

3.4.1 Compliance with specifications

3.4.2 Price

3.4.3 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.

3.5 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original "hard copy" (labeled) and one (1) electronic copy of PRICING (ATTACHMENT A) on a CD in Excel format. Bidders 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.

VECTOR DISEASE CONTROL INC., 950 N BROADWAY STE B, GREENVILLE, MS 38701

PRICING SHEET S007302/B0602829/NIGP 90514

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

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

INTERNET ORDERING CAPABILITY: YES NO % DISCOUNT

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

1.0 PRICING:

SPECIFY THE CHEMICAL PRODUCT(S) BEING BID AND THEIR RESPECTIVE APPLICATION COST

1.1	Product: PERMANONE 30-30	Quantity (acreage)	Application Cost per Acre
		Less than 50,000 acres	\$ 1.11 /per acre
		50,000 to 100,000 acres	\$ 1.06 /per acre
		100,000 to 250,000 acres	\$ 0.96 /per acre
		250,000 to 500,000 acres	\$ 0.96 /per acre
		Greater than 500,000 acres	\$ 0.96 /per acre
1.2	Product: PERMANONE 31-60	Quantity (acreage)	Application Cost per Acre
		Less than 50,000 acres	\$ 1.49 /per acre
		50,000 to 100,000 acres	\$ 1.44 /per acre
		100,000 to 250,000 acres	\$ 1.34 /per acre
		250,000 to 500,000 acres	\$ 1.34 /per acre
		Greater than 500,000 acres	\$ 1.34 /per acre
1.3	Product: AQUA-RESLIN	Quantity (acreage)	Application Cost per Acre
		Less than 50,000 acres	\$ 1.24 /per acre
		50,000 to 100,000 acres	\$ 1.19 /per acre
		100,000 to 250,000 acres	\$ 1.09 /per acre
		250,000 to 500,000 acres	\$ 1.09 /per acre
		Greater than 500,000 acres	\$ 1.09 /per acre
1.4	Product: PYRENONE 25-5	Quantity (acreage)	Application Cost per Acre
		Less than 50,000 acres	\$ 1.37 /per acre
		50,000 to 100,000 acres	\$ 1.32 /per acre
		100,000 to 250,000 acres	\$ 1.22 /per acre
		250,000 to 500,000 acres	\$ 1.22 /per acre
		Greater than 500,000 acres	\$ 1.22 /per acre
1.5	Product: SCOURGE 18-54	Quantity (acreage)	Application Cost per Acre
		Less than 50,000 acres	\$ 1.63 /per acre
		50,000 to 100,000 acres	\$ 1.58 /per acre
		100,000 to 250,000 acres	\$ 1.48 /per acre
		250,000 to 500,000 acres	\$ 1.48 /per acre
		Greater than 500,000 acres	\$ 1.48 /per acre

VECTOR DISEASE CONTROL INC., 950 N BROADWAY STE B, GREENVILLE, MS 38701

Terms: Net 60

Vendor Number: W000002087 X

Telephone Number: 662-332-7557

Fax Number: 662-332-7558

Contact Person: Daniel Markowski

E-mail Address: vdci@vdci.net

Company Web-Site: www.vdci.net

Insurance Certificate: Required

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