



PIMA COUNTY NOTICE OF INVITATION FOR BIDS (IFB)

Solicitation Number: 200427 Title: Pest Control Services

DUE IN AND OPENS: APRIL 28, 2016 AT OR BEFORE 1:00 P.M. LOCAL ARIZONA TIME

Submit Bid to:

Pima County Procurement Department
130 West Congress, 3rd Floor, Receptionist
Tucson, Arizona 85701

Pre-Bid Conference: April 19, 2016 AT 10:00 A.M. MST

Pima County Procurement Department
130 West Congress, 3rd Floor
Tucson, Arizona 85701

SOLICITATION: Pima County is soliciting bids from Respondents qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: This solicitation is to provide pest control services for Pima County on an as needed basis per specifications and requirements defined herein. Small Business Enterprise (SBE) price preference will apply. Living Wage requirement applies (Pima County Procurement Code 11.38).

You may download a full copy of this solicitation at www.pima.gov/procure/ifbrfp.htm by selecting the solicitation number. Respondents are required to check this website for addenda prior to the Due In and Opens date to assure that the bid incorporates all addenda. Prospective Respondents may also pick up a copy, Monday through Friday excluding legal holidays, 8 am to 5 pm LOCAL ARIZONA TIME (MST), at the address listed above.

A Pre-Bid Conference will be held for the purpose of clarifying requirements and answering prospective respondent questions. It is the responsibility of Prospective Respondents to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is optional and encouraged.

Bids shall be submitted as defined in the Instructions to Bidders, in accordance with the Standard Terms and Conditions, and all solicitation documents either referenced or included herein. Failure to do so may be cause for rejection as *non-responsive*.

Bidders must complete and return those documents identified in the Instruction to Bidders Submission of Bids instruction.

Bids may not be withdrawn for 60 days after opening except as allowed by Pima County Procurement Code.

The following licenses are required: Arizona Office of Pest Management (OPM) Business License 1, 2b, 6 and Applicator License 1, 2b, 6.

Bonds are not required

RESPONDENTS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, ASSURE THAT THEY CAN AND ARE WILLING TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR BID.

Questions and Deviation requests shall be submitted in writing to Procurement Department, Attention: Julie K McWilliams. All submittals shall reference the Solicitation Number and Title. Questions or Deviation Requests submitted within 8 days of the solicitation *Due in and Opens Date* may not be answered.

Fax: (520) 222-1484 email: julie.mcwilliams@pima.gov

USPO Mail to the following address:

Pima County Procurement Department, 130 W. Congress, 3rd Floor, Mailstop # DT-AB3-126; Tucson, AZ 85701

VERBAL REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS WILL NOT BE ACCEPTED.

Julie K McWilliams
Commodity/Contracts Officer

Publish: The Territorial: April 4, 5, 6, and 7, 2016

INSTRUCTIONS TO BIDDERS

FAILURE TO COMPLY MAY CAUSE THE BID TO BE IMPROPERLY EVALUATED OR DEEMED NON-RESPONSIVE

1. PREPARATION OF RESPONSES

All bids shall be made using the forms provided in this package. All prices and notations must be printed in ink or typewritten. **No erasures are permitted.** Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and shall be initialed in ink by person signing the bid. Typewritten responses are **preferred**.

All bids shall as appropriate indicate the registered trade name, stock number, and packaging of the items included in the bid. Surety, if required by this solicitation, may be in the form of a bond, cashier's check or certificate of deposit made payable to *Pima County*. Personal or company checks are not acceptable.

2. OFFER AGREEMENT (Contract) Form Pest Control Services

The attached or referenced Offer Agreement when completed, signed and submitted by the Offeror is a binding offer that results in a legal contract when accepted and executed by Pima County as defined by this solicitation. The Offer Agreement document must be completed and signed by an authorized representative certifying that the firm can and is willing to meet all requirements of the solicitation.

Contractor Minimum Qualifications:

Contractor Minimum Qualifications are intended to establish the respondent's capacity and responsibility for providing the services or products solicited. To be evaluated and considered for award of contract the Offeror shall submit with the Offer Agreement all documents specified in article 3. *Contractor Minimum Qualifications* of the Offer Agreement. If requested by article 3, the Offeror shall denote in article 3 of the Offer Agreement the license numbers/descriptions and other information requested.

Unit Prices & Bid Certification:

Respondents shall fully complete article 7. *Compensation & Payment* and fully complete and sign article 15. *Bid/Offer Certification* sections of the Offer Agreement utilizing the forms provided by this solicitation.

Unless otherwise stated, a Unit Price shall be given for all items defined by the Offer Agreement Unit Prices schedule. Requested information and data shall be provided in the precise manner requested. Product descriptions shall provide sufficient information to precisely document the product being offered. All unit prices shall remain firm for the initial term of the executed agreement, with the exception that should seller during the term of the agreement offer to another buyer pricing for like or similar quantity, products or services at price more favorable than those given to Pima County ("COUNTY"), that seller shall offer same pricing to County effective on the date offered to other buyer. Unit prices given by respondent shall include all costs required to implement and actively conduct and document cost control and reduction activities. Taxes applied to the unit price and legally applicable to Pima County purchase transactions shall be separately invoiced and not included in the item unit price. Unit Prices shall include all costs incidental to the provision of the requirements defined by the solicitation and Offer Agreement and unless otherwise specified by the Delivery Article shall be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"), no additional payments will be invoiced or paid. Unit prices shall prevail in the event of an extension error. Price each item separately. Delivery time if stated as a number of days shall mean "calendar" days.

COUNTY reserves the right to question, clarify and correct obvious errors.

Living Wage Requirement

This solicitation is subject to the Pima County living wage requirements as provided in the Pima County Procurement Code section 11.38 which specifies that a living wage requirement be included in County contracts for specific services.

Contractors entering into eligible contracts with Pima County for the covered services shall pay a living wage to their eligible employees for the hours expended providing services to Pima County. Eligible employees shall receive a wage not less than \$11.85 per hour. A contractor may pay its eligible employees a wage of no less than \$10.55 per hour if the contractor provides health benefits with a monthly value at least as high as the difference between that wage and a monthly wage based on \$11.85 per hour. A copy of section 11.38 of the Procurement Code is attached Exhibit B for your review and complete compliance. Contractors shall include all costs necessary for complete compliance to the living wage requirement.

3. SPECIFICATIONS & DEVIATIONS

The specifications included in this solicitation are intended to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and as required to provide the information needed for the development of consistent and comprehensive bids, evaluation of bids and to efficiently support the subsequent ordering, invoicing and payment processes.

Items included in the bid shall satisfy all specifications and requirements set forth by the County's Offer Agreement. Equipment brand names, models and numbers, when given are intended to identify a level of quality, equivalent performance and dimensional specifications, and are for reference only, unless otherwise specified by the County's Offer Agreement. Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the respondent's sole risk.

Deviation requests shall specifically document and clearly illustrate the deviation to the specification, or the requirement, set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item. Deviation requests shall be submitted prior to the initial solicitation due date. Requests shall be submitted as soon as is possible and not less than 8 calendar days prior to the solicitation due date else they may not be answered or addressed.

Acceptance or rejection of any deviation request shall be at the sole discretion of the County and will be made in writing by the County via specific addendum of the solicitation and Offer Agreement as applicable. Respondents shall complete article 13. *Acknowledgement of Solicitation Addenda* of the Offer Agreement prior to submission.

Bidders are advised that conditional offers or notations on the documents submitted that do not conform to or that request exceptions to the published solicitation and addenda may be considered non-responsive and not evaluated.

4. SUBMISSION OF BIDS

Submissions are binding offers and will result in a binding contract upon acceptance by Pima County by issue of a properly executed contract document referencing said offer.

The submittal shall include all information requested by the solicitation, and utilize without modification the forms provided by the solicitation. Respondents are to complete, execute and submit one original of the following bid documents:

SIGNED OFFER AGREEMENT (including Pima County Standard Terms and Conditions) including the requested information defined by the following sections of the Offer Agreement:

- **Section 3 Contractor Minimum Qualifications (License Agreement)**
- **Section 4 Sustainability Questionnaire**
- **Section 7 Compensation & Payment:**
 - **Exhibit B Living Wage Certificate**
 - **Early Payment Discount Term (Optional)**
 - **Exhibit C Unit Prices**
- **Section 13 Acknowledgement of Solicitation Addenda (if applicable)**
- **Section 14 Small Business Enterprise (SBE) Certification (if applicable)**
- **Section 15 Signed Bid/Offer Certification**

Section 11 Insurance – The Contractor to whom the contract is awarded agrees to provide COUNTY with the required certificates of insurance within two (2) weeks from when the Notice of Award is issued by County. All certificates of insurance will guarantee the provision of thirty (30) days' prior written notice to COUNTY of cancellation, non-renewal or material change. The additional insured shall be endorsed by the underwriter.

Respondent's bid must meet all **Minimum Qualifications** or their bid will be deemed **NON-RESPONSIVE** and will not be evaluated for award.

All line items in Unit Prices must be bid in order to be considered for evaluation and award. Failure to provide prices for all line items will be cause for the respondent's bid to be rejected as NON-RESPONSIVE and will not be evaluated for award.

Bids must be received and time stamped at the specified location at or before the Bid Due Date/Time as defined by the *Invitation for Bid*. The "time-stamp" provided by the County shall be the official time used to determine the timeliness of the submittal. Bids and modifications received after the Bid Due Date/Time will not be accepted, or will be returned unopened. Timely submittals will be opened and recorded promptly after the Bid Due Date/Time.

Solicitation #200427

Bids **must be signed** by an authorized agent of the respondent and submitted in a **sealed envelope marked or labeled** with the respondent firm name, solicitation number, title, solicitation due date and time, to the location and not later than the Bid Due Date/Time specified by the *Invitation for Bid*.

Bids and modifications received after the *Due In & Opens* date and time will not be accepted, or will be returned unopened. Facsimiles and other electronic submission of bids, such as bids submitted via email, will not be accepted.

Failure to comply with the solicitation requirements, including submittals that modify the solicitation requirements, may be cause for the respondent's bid to be rejected as *non-responsive* and not evaluated.

5. COMPLIANCE WITH AGREEMENT

County will execute an agreement with the successful respondent by issue of a Master Agreement (MA) or Purchase Order or contract. The respondent agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the agreement. In particular, the respondent agrees that they shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by amendment or change order properly executed by the County. Any items provided in excess of the quantity stated in the agreement shall be at the Respondent's own risk. Respondents shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the Pima County Procurement Department within 1 workday of the request. The report shall include the name of the requesting individual and the nature of the request.

6. INQUIRIES & NOTICE OF RECOMMENDATION FOR AWARD (NORFA)

Results of this procurement will not be given in response to telephone inquiries. Interested parties are invited to attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at the Procurement Department. No oral interpretations or clarifications made to any respondent as to the meaning of any of the solicitation documents will be binding on Pima County. If a prospective respondent believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the respondent shall notify the Pima County Procurement department in writing identifying the solicitation number, page and paragraph number and clearly stating the issue and suggested solution prior to the *Due In and Opens* date set for receipt of the bid or proposal. Responses from COUNTY will be made by written addendum and sent to all known potential respondents. Issues identified less than 8 days prior to the *Due In and Opens* date may not be answered.

Any question related to this solicitation shall be directed to the Commodity/Contracts Officer of this IFB. The offeror shall not contact or ask questions of the department for whom the requirement is being procured.

Interested parties are invited to attend the public opening of submissions at the time and date stated in this solicitation.

Pima County protest procedures are defined by Chapter 11.20 of the Pima County Procurement Code, available through <http://www.pima.gov/cob/code/>. The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at <http://www.pima.gov/procure/awards/> **without regard to whether individual notices were issued.** It is the responsibility of bidders, proposers and offerors to check the website.

7. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS

In the event there are variations or conflicts between these instructions and the standard terms and conditions or the offer agreement document, the standard terms & conditions and offer agreement shall govern.

8. VENDOR RECORD MAINTENANCE

By submitting a response to this solicitation, the submitter agrees to establish and maintain a complete Pima County Vendor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9), within ten calendar days of the solicitation due date. The Vendor also agrees to update the information within ten calendar days of any change in that information and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Internet utilizing the Pima County Vendor Self Service (VSS). The registration requires that the Vendor establish and maintain email functionality. In addition to providing the means for a Vendor to create and maintain their Vendor record, VSS also provides for email notice to the vendor regarding solicitations published by Pima County for commodities of interest as defined by the Vendor record. Internet links for Vendor Registration are located at the Procurement Internet page: <http://www.pima.gov/procure/venreg.htm>.

9. SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE

Solicitation #200427

Any contract funded in any amount with federal funds is not eligible for this preference.

For those bids that do not exceed \$500,000 per contract year, a 5% bid preference will be given to firms submitting SBE Certificates issued by the City of Tucson WITH THEIR BID; said certification is subject to verification and acceptance by Pima County. If the certification is accepted by Pima County, the bid will be evaluated at 95% of the bid amount to determine the low and responsive bid. If an award of contract is made, the contract will be formed utilizing the Unit Prices, or Lump Sum, as bid.

To be eligible for the price preference, SBE firms must include with their bid documents a copy of their current certification certificate which may be acquired from the City of Tucson; Department of Procurement, (520) 837-4000, 225 W Alameda, 6th Floor, Tucson, AZ 85726-7210. Their SBE website, which typically includes an SBE Application Form and a Directory listing firms holding SBE Certification, is located at:
http://www.tucsonprocurement.com/bidders_SBE.aspx

The process of acquiring SBE Certification may take several weeks. Please contact the Pima County Vendor Relations Division at **(520) 724-8465** for assistance or further information.

END OF INSTRUCTIONS TO BIDDERS
(Revised April 29, 2015)

OFFER AGREEMENT

Solicitation # 200427

Title: Pest Control Services

Page 1 of 30

1. INTENT:

This document is intended to establish an "As Required" indefinite delivery/indefinite quantity (IDIQ) "Master Agreement" contract to provide Pima County ("County") with pest control services as County may order from time to time by issue of Delivery Order (DO) pursuant to a resulting contract. As defined by the attached Pima County Standard terms and Conditions (STC) this contract is non-exclusive and may be terminated for any reason without penalty or cost to County.

Although particular County Departments may be identified in the solicitation, unless otherwise documented by the executed contract, all County Departments may utilize the resulting agreement.

All Goods and Services offered or provided pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Bidders, Standard Terms and Conditions* and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

2. CONTRACT TERM EXTENSIONS-RENEWALS & REVISIONS:

The initial term of the contract will be for a one year period and include four (4) one-year renewals that may be exercised upon the written agreement of the parties as follows:

Proposed extension or renewals of the contract if included in the contract and revisions to the contract shall be made through the issuance by County to Contractor of a revised Master Agreement (MA) document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the amendment will be binding upon the parties, effective on the date of issuance.

3. CONTRACTOR MINIMUM QUALIFICATIONS:

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

CERTIFY MINIMUM QUALIFICATIONS BY CHECKING THE RESPONSE BOX AND PROVIDING APPLICABLE INFORMATION OR DOCUMENTATION. AN UNMARKED ITEM MAY BE THE CAUSE OF YOUR OFFER TO BE REJECTED AS *NON-RESPONSIVE*.

MQ Line#	License Name/Title	Issuing Agency	License Number	License Initial Issue	License Expiration Date (Must be Current)	Copy of License Attached
1	<u>OPM Business License</u> (unless exempt) and employ a Qualifying Party Licensee that is licensed in the categories 1, 2b, 6. The license must show to have at least five (5) years continuous service leading up to the date of this solicitation Note: license MUST be registered to Contractor, <u>and NOT subcontracted to another company.</u>	Arizona Office of Pest Management (OPM).	_____ License #	_____ Date	_____ Date	<input type="checkbox"/> Yes

MQ Line#	License Name/Title	Issuing Agency	License Number	License Initial Issue	License Expiration Date (Must be Current)	Copy of License Attached
2	<p>OPM Applicator License in the categories 1, 2b, 6.</p> <p>Note: Submit at least one OPM Applicator License, but all personnel applying pesticides must have a current license at all times while on the job.</p>	Arizona Office of Pest Management (OPM).	_____ License #	_____ Date	_____ Date	<input type="checkbox"/> Yes

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

All goods and services shall conform to the Instructions to Bidders, and Standard Terms and Conditions as modified or added to by **EXHIBIT A SCOPE OF SERVICES, EXHIBIT B LIVING WAGE, and EXHIBIT C UNIT PRICES.**

SUSTAINABILITY: In accordance with BOS Resolution 2007-84, Pima County values and encourages sustainable practices. Please **CHECK which of the following your business incorporates:**

- Waste prevention/reduction or material recycling/reuse?
- Alternative energy/fuels (such as solar/wind energy, bio-diesel, alternative fuels, hybrid vehicles) in your program's preparation, transportation, and demonstration?
- Environmentally preferable materials (such as recycled materials; locally produced/manufactured products)?
- Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules)?
- Other practices which coincide with the County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located within Pima County)?

5. OFFER ACCEPTANCE AND ORDER RELEASES:

County will accept offers and execute contracts by issue of a Master Agreement (MA) to be effective on the document's date of issue without further action by either party. Master Agreement (MA) and Contract documents will document the term of the agreement.

County will order products or services pursuant to an executed Master Agreement by issue of Delivery Order (DO) document. Order documents will be furnished to Contractor via facsimile, e-mail or telephone. **If the order is given verbally, the County Department that issued the order will transmit a confirming order document to Contractor within five workdays of the date the verbal order is given.**

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a COUNTY Delivery Order (DO).

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision properly executed and issued by County. Any items provided in excess of that stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the COUNTY Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

6. ACCEPTANCE OF GOODS AND SERVICES:

The County Department designated on the issued Order will accept goods and services only in accordance with this contract. Such acceptance is required prior to commencement of Payment terms.

OFFER AGREEMENT

Solicitation # 200427

Title: Pest Control Services

Page 3 of 30

7. COMPENSATION & PAYMENT:

All pricing will conform to the attached Pima County Living Wage ordinance, including required annual adjustments of the wage. **Respondent must complete and submit EXHIBIT B LIVING WAGE CERTIFICATE in order to be considered for bid evaluation.**

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's Order document.

All Invoice documents will reference the County's Delivery Order (DO) under which the services or products were ordered. **ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's Order or Contract document. Invoices that include line items or unit prices that do not match those documented by the County's order or contract may be returned to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Standard payment terms are **net thirty (30) days** from the date of valid invoice document and do not commence until the later of receipt of goods into payment system by the receiving Department and Contractor's Invoice is received and verified by County Financial Operations.

OPTIONAL EARLY PAYMENT DISCOUNT TERM: Pima County Administrative Procedure No. 22-35 section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor shall submit valid invoice document consistent with the associated Purchase Order (PO) or Delivery Order (DO) to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Standard Early Payment Discount.

Standard Early Payment Discount Percent: % if payment tendered within Days as above

The Master Agreement (MA) or Purchase Order (PO) issued to accept Contractor's offer will define the not to exceed amount of the contract.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the initial scope of the contract for which unit pricing has not been previously defined.

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*, delivered to and unloaded at the destination(s) defined by the delivery article of this contract or accepted Order for services or products and all freight costs must be included in the offered Unit Price.

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are DIRECTLY applicable to Pima County and invoiced as a separate line item. Such taxes should not be included in the item unit price.

Price Warranty: CONTRACTOR will give COUNTY the benefit of any price reduction before actual time of shipment.

Price Escalation: All unit prices include compensation for CONTRACTOR to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. **CONTRACTOR will submit a written request to COUNTY that includes supporting documents justifying requested increases at least ninety (90) days prior to the desired implementation date. CONTRACTOR will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices.** COUNTY will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of COUNTY to accept the proposal. COUNTY reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

Quantities referred to are estimated quantities. COUNTY reserves the right to increase or decrease the quantities and amounts. **No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement.** COUNTY is not responsible for Contractor inventory or order commitment.

OFFER AGREEMENT

Solicitation # 200427

Title: Pest Control Services

Page 4 of 30

Unit prices offered must include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation, which includes the *Instructions to Bidders*, *Standard Terms and Conditions* and Offer Agreement. No payments will be made for items not included in the contract.

CONTRACTOR will provide detailed documentation in support of payment requests which will document, be consistent with and not exceed COUNTY's order. Contractor will bill COUNTY within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date goods are delivered, services are performed, or costs are incurred. Invoices must assign each amount billed to an appropriate line item of COUNTY's order and document each Payment Accrual Date. COUNTY may refuse to pay any amount billed in an untimely manner or which is not conforming to COUNTY's order. County will refuse to pay any amount billed more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

UNIT PRICES (Net 30 day Payment Terms) – Complete Attached EXHIBIT C

8. DELIVERY:

As defined by the Standard Terms, "On-Time" delivery is an essential part of the consideration to be given to COUNTY under the contract. Delivery will be made in accordance with the Instructions to Bidders, Standard Terms and Conditions and to the location(s) referenced on the Delivery Order (DO) or Contract.

Delivery locations: **Refer to Exhibit C**

CONTRACTOR guarantees delivery of product or service **within twenty-four (24) hours for emergency response anywhere in Pima County**, including the Ajo area. Response for **scheduled monthly service will adhere to specifications on the Delivery Order** and applies to locations throughout Pima County, including the Ajo area. If required to satisfy the guaranteed delivery interval Contractor will utilize premium freight method at no additional cost to County.

9. TAXES, FEES, EXPENSES:

Articles sold to COUNTY are exempt from federal excise taxes. COUNTY is subject to State and City sales tax. COUNTY will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless expressly included in the contract and itemized by the solicitation documents.

10. OTHER DOCUMENTS

Contractor and COUNTY in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 200427 including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and on other information and documents submitted by Contractor's response to County's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

11. INSURANCE:

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Pima County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance.

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

11.1 Minimum Scope and Limits of Insurance:

Contractor shall procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

OFFER AGREEMENT

Solicitation # 200427

Title: Pest Control Services

Page 5 of 30

11.1.1 Commercial General Liability (CGL) – Occurrence Form with limits of \$1,000,000 Each Occurrence and \$1,000,000 General Aggregate. Policy shall include bodily injury, property damage, and broad form contractual liability coverage, and products – completed operations. Policy shall be **endorsed to include Pollution Liability coverage.**

11.1.2 Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.

11.1.3 Workers' Compensation and Employers' Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$500,000.

Note: The Workers' Compensation requirement shall not apply to a Contractor that is exempt under A.R.S. § 23-901, and when such Contractor executes the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

11.1.4 Professional Liability (Errors and Omissions) Insurance – This insurance is required when soliciting work from licensed professionals. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

11.2 Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

11.2.1 Additional Insured Endorsement: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

11.2.2 Subrogation Endorsement: The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

11.2.3 Primary Insurance Endorsement: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary for this written agreement and that any insurance carried by Pima County, its agents, officials, employees or Pima County shall be excess and not contributory insurance.

11.2.4 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

11.3 Verification of Coverage:

Contractor shall furnish Pima County with certificates of insurance (valid ACORD form or equivalent approved by Pima County) as required by this Contract within fourteen (14) calendar days from the date that the Notification of Award is issued. An authorized representative of the insurer shall sign the certificates.

11.3.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to

OFFER AGREEMENT

Solicitation # 200427

Title: Pest Control Services

Page 6 of 30

maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

11.3.2 All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

11.4 Notice of Cancellation:

For each insurance policy required by the insurance provisions of this contract, Contractor's insurance shall not be permitted to expire, be suspended or canceled without thirty (30) days prior written notice to Pima County. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to the Pima County Contracting Representative. Notice shall include the Pima County project or contract number and project description.

11.5 Approval and Modifications:

Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

12. PERFORMANCE BOND:

None

13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:

Contractor acknowledges that the following solicitation addenda have been incorporated in its offer and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date

14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:

Is your firm SBE certified as defined by the solicitation's 'Instruction To Bidders'? **Yes** **No** (Select one)
If 'Yes', have you included your certification document? Yes No (Select one) NOTE: If the SBE Certification document is not submitted with your bid the SBE Preference cannot be applied

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OFFER AGREEMENT

Solicitation # 200427

Title: Pest Control Services

Page 7 of 30

15. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: _____

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

REMIT TO ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT PERSON NAME/TITLE: _____

PHONE: _____ FAX: _____

CONTACT PERSON EMAIL ADDRESS: _____

EMAIL ADDRESS TO WHICH ORDERS & CONTRACTS SHALL BE TRANSMITTED:

CORPORATE HEADQUARTERS LOCATION:

STREET ADDRESS, CITY, STATE, ZIP: _____

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind CONTRACTOR to legal agreements, that all information submitted is accurate and complete, that CONTRACTOR has reviewed the Pima County Procurement website for solicitation addenda and has incorporated all such addenda to its offer, that CONTRACTOR is qualified and willing to provide the items requested, and that CONTRACTOR will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated. CONTRACTOR's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a Master Agreement (MA) or Purchase Order (PO) document signed by the Pima County Procurement Director or authorized designate a binding contract is formed that will require CONTRACTOR to provide the services and materials described in this solicitation. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents listed in this Offer Agreement's Other Documents article.

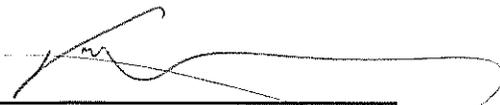
SIGNATURE: _____ DATE: _____

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: _____

County Attorney Contract Approval "As to Form":

Approved as to form



Tobin Rosen, Deputy County Attorney

3/18/16

Date

PIMA COUNTY STANDARD TERMS AND CONDITIONS (03/18/15)**1. OPENING:**

Responses will be publicly opened and each respondent's name, and if a Bid the amount, will be read on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request For Proposals (RFP)*. Proposals shall be opened so as to avoid disclosure of the contents of any proposal to competing offerors during the process of negotiation. All interested parties are invited to attend.

2. EVALUATION:

Responses shall be evaluated to determine which are most advantageous to Pima County (COUNTY) considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, COUNTY will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that were determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid/Offer document determination of the low/lowest bids will be made considering the total bid amount.

COUNTY, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with COUNTY or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in COUNTY Code section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing offered by Contractor.

3. AWARD NOTICE:

A *Notice of Recommendation for Award* for IFB or RFP will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement Department.

4. AWARD:

Awards will be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of COUNTY. Unless expressly agreed otherwise, resulting contracts are not exclusive, are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

5. WAIVER:

Each offeror, by submission of an offer, bid or proposal waives any and all claims for damages against COUNTY or its officers or employees when COUNTY exercises any of its reserved rights.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein shall govern, unless COUNTY accepts Contractor's terms in writing. No oral agreement or understanding shall in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant contract.

7. INTERPRETATION and APPLICABLE LAW:

The contract will be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's shall govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

8. WARRANTY:

Contractor warrants goods or services to be satisfactory and free from defects.

9. QUANTITY:

Contractor will not exceed or reduce the quantity of goods ordered without **written** permission from COUNTY in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo

OFFER AGREEMENT

Solicitation # 200427

Title: Pest Control Services

Page 9 of 30

(DOM) revision or amendment as required by COUNTY Procurement Code. All quantities are estimates and COUNTY provides no guarantee regarding actual usage.

10. PACKING:

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

11. DELIVERY:

On-time delivery of goods and services is an essential part of the consideration to be received by COUNTY.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price offer document. Upon receipt of notification of delivery delay, COUNTY at its sole option and at no cost to COUNTY may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of COUNTY.

To mitigate or prevent damages caused by delayed delivery, COUNTY may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be Contractor's responsibility. COUNTY reserves the right to cancel any delinquent order, procure from alternate source, or refuse receipt of or return delayed deliveries, at no cost to COUNTY. COUNTY reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor will not be held responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides COUNTY immediate notice of delay.

12. SPECIFICATION CHANGES:

COUNTY has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment will be made and the order modified in writing. Any agreement for adjustment must be made in writing.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

13. INSPECTION:

All goods and services are subject to inspection and testing at place of manufacture, destination or both by COUNTY. Goods failing to meet specifications of the order or contract will be held at Contractor's risk and may be returned to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, COUNTY, at its sole discretion and without prejudice to COUNTY's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition will not be considered a waiver of that condition for subsequent shipments or deliveries.

14. SHIPPING TERMS:

Unless stated otherwise by the contract, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and are to be included in the Unit Price offered by Contractor and accepted by COUNTY.

15. PAYMENT TERMS:

Payment terms are net thirty (30) days, unless otherwise specified by the contract.

16. ACCEPTANCE OF MATERIALS AND SERVICES:

COUNTY will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that all specification requirements have been met.

17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

In the event any item furnished by Contractor in the performance of the contract should fail to conform to the specifications thereof, or to the sample submitted by Contractor, COUNTY may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to COUNTY, and immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, COUNTY has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the Master Agreement or Purchase Order and actual cost to COUNTY.

OFFER AGREEMENT

Solicitation # 200427

Title: Pest Control Services

Page 10 of 30

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of COUNTY to purchase in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply. The rights and remedies of COUNTY provided above are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

18. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, certifies that no officer or employee of COUNTY or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the offer or resulting contract. Additionally, during the conduct of business with COUNTY, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that Contractor has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then any contract so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

19. COOPERATIVE USE OF RESULTING CONTRACT:

As allowed by law, COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by COUNTY. Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY Master Agreement, or Purchase Order. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY's agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements and shall be transacted between the requesting party and Contractor. Contractor shall hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use COUNTY contracts can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of COUNTY Contracts*.

20. PATENT INDEMNITY:

Contractor will indemnify, defend and hold COUNTY, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Master Agreement, Purchase Order, and associated orders. Contractor may be required to furnish a bond or other indemnification to COUNTY against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

21. INDEMNIFICATION:

Contractor will indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the Master Agreement, Purchase Order or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

22. UNFAIR COMPETITION AND OTHER LAWS:

Responses must be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable COUNTY, State, and Federal laws and regulations.

23. COMPLIANCE WITH LAWS:

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform

OFFER AGREEMENT

Solicitation # 200427

Title: Pest Control Services

Page 11 of 30

those services in Arizona. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be brought in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

24. ASSIGNMENT:

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of COUNTY. COUNTY may withhold approval at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

25. CONFLICT OF INTEREST:

This contract is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all COUNTY Master Agreements or Purchase Orders as if set forth in full therein.

26. NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein **including flow down of all provisions and requirements to any subcontractors.** During the performance of this contract, CONTRACTOR must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

27. NON-APPROPRIATION OF FUNDS:

COUNTY may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, COUNTY has no further obligation, other than payment for services or goods that COUNTY has already received.

28. PUBLIC INFORMATION:

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release or review by the general public including competitors.

Any records submitted in response to this solicitation that Contractor reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by Contractor **prior** to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY will release records marked CONFIDENTIAL ten (10) business days after the date of notice to Contractor of the request for release, unless Contractor has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. Contractor will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor is COUNTY in any way financially responsible for any costs associated with securing such an order.

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless specifically stated otherwise in the contract. Such tools and documentation are the property of COUNTY and will be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation will be delivered to COUNTY within twenty (20) days of acceptance by COUNTY of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to COUNTY. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by COUNTY at no additional cost. Should exceptional circumstances be present that may justify

OFFER AGREEMENT

Solicitation # 200427

Title: Pest Control Services

Page 12 of 30

an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and COUNTY, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to COUNTY, Contractor will reimburse COUNTY for said actual and incremental costs provided that COUNTY had given Contractor reasonable time to respond to COUNTY's requests for support.

30. AMERICANS WITH DISABILITIES ACT:

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

31. NON-EXCLUSIVE:

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of COUNTY, which reserves the right to obtain like goods and services from other sources for any reason.

32. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION:

COUNTY reserves the right to terminate any Master Agreement, Purchase Order, Delivery Order, Delivery Order Maximo or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of COUNTY. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to COUNTY. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of and must be promptly delivered to COUNTY. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 apply.

34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: Master Agreement, Delivery Order or Delivery Order Maximo, Purchase Order, offer agreement or contract attached to a Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo; these standard terms and conditions; any other solicitation documents.

35. INDEPENDENT CONTRACTOR:

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of COUNTY and are not entitled to receive any employment-related fringe benefits under the COUNTY Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

36. BOOKS AND RECORDS:

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

37. COUNTERPARTS:

The Master Agreement or Purchase Order awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed offer of Contractor and the signed acceptance of COUNTY are each considered an original and together constitute a binding Master Agreement, if all other requirements for execution have been met.

38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that COUNTY does not have authority to enter into the Master Agreement or Purchase Order, COUNTY is not liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

OFFER AGREEMENT

Solicitation # 200427

Title: Pest Control Services

Page 13 of 30

39. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

40. SUBCONTRACTORS:

CONTRACTOR is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts CONTRACTOR may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract creates any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

41. SEVERABILITY:

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR will further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY has the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

CONTRACTOR will advise each subcontractor of COUNTY's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR's books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR is a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay will be excusable delay for which CONTRACTOR is entitled to an extension of time, but not costs.

43. CONTROL OF DATA PROVIDED BY COUNTY:

For those projects and contracts where COUNTY has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by COUNTY, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by COUNTY during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to COUNTY or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

EXHIBIT A: SCOPE OF SERVICES**1.0 INTENT:**

This Scope of Services defines a comprehensive Integrated Pest Management (IPM) Program for all its facilities with a goal of zero sightings of insects or rodents. The County believes an IPM is the best method for achieving long-term, environmentally sound pest suppression/eradication through the use of a wide variety of technological and management practices. An IPM emphasizes the use of localized, non-chemical, low hazard approaches to pest control. The IPM incorporates structural and procedural modifications to reduce the food, water, harborage, and access used by pests.

Contractor will implement an IPM program that furnishes all supervision, labor, materials, and equipment necessary to provide for the surveillance, trapping, pesticide application, and pest removal. Contractor will also provide detailed, site-specific recommendations for structural and procedural modifications to aid in pest prevention.

All care and diligence will be taken to ensure that, when necessary, chemicals applied to areas where insects breed or dwell will be odor free and minimize chemical exposures associated with chemical applications.

2.0 TECHNICAL SPECIFICATIONS

- 2.1 Contractor shall supply all supervision, labor, transportation, equipment, tools, chemicals, materials, and parts required to perform the specifications herein.
- 2.2 Scheduled routine/full maintenance pest control service shall be performed at County sites during normal hours of operation Monday through Friday, excluding County holidays. Routine maintenance pest control service will be scheduled on a monthly or bi-weekly basis as indicated in Exhibit C Unit Pricing and includes services described in section 2.3.
- 2.3 Scheduled Full Maintenance Service of Sites:

- 2.3.1 Monthly, Bi-weekly, Weekly Service – Standard Sites

- A. Exterior Treatment

All building exteriors and areas adjacent to structures will be inspected for the identification of insect resource and reservoir sites for appropriate treatment. Treatment may include residual spot treatment, baiting, granulation, or other *Pima County authorized treatment applications* See 3.16. All conditions conducive to insect/rodent habitation will be identified and reported to Pima County Facilities Management. All treatment shall be through the implementation of FIFRA (Federal Insecticide, Fungicide and Rodenticide Act) standards (WWW.EPA.gov/laws-regulations) and in compliance with Arizona regulations (www.sb.state.az.us) to prevent and or control/eradicate infestations at included sites.

- B. Interior Treatment

All Pima County owned facilities will be visually inspected including, but not limited to, food handling areas, physical plant (all areas integral to the operation of large buildings such as chiller or boiler rooms, electrical or communication rooms, etc.), common areas, restrooms, break areas, janitor closets and office areas. Areas where infestations are likely to occur will be monitored. When activity is observed, treatment will be rendered using non-chemical methods whenever possible.

Chemical methods may be used with authorization of Pima County Facilities Management See 3.16. All conditions conducive to insect/rodent habitation will be documented and reported to Pima County Facilities Management in writing along with the monthly submittal of the Field Service Reports, See 3.9.

- C. Pest control service shall also include visually inspecting and treating all trash dumpster areas located on the site.

- 2.3.2 All sites, whether monitored monthly, biweekly or weekly, shall be monitored and treated as necessary both externally and internally for all buildings located on the site, within the limitations below:
- A For each building having three (3) stories or less, the entire internal area of the building shall be monitored including all three (3) levels. This will include all equipment room(s) that may be adjacent or attached to the building.
 - B Service to all multi-leveled buildings over four (4) stories shall be treated as follows:
 - 1. Floors B (B level basement) through third (3rd) floor, shall be all inclusive.
 - 2. Floors four (4) through the top floor shall **NOT** be monitored on a regular monthly basis with the exception of any area that has been reported with a prior infestation.
 - 3. Contractor will provide service from floors four through the top floor of any multi-story building in the event of insect infestation or sightings on those floors at no additional cost to County.
- 2.3.3 Exterior pest control area shall be considered as measured from the base of the outside building wall extending ten (10) feet outward and includes surface of exterior walls, roof eaves, window frames (excluding glass window surfaces) and ground surface. Approved/required treatment is not to exceed a height of ten (10) feet on walls, all entranceways (both public and private), and all underside surfaces of exterior building canopies. Pest control for all other areas not within the above parameters shall be price quoted on an as needed basis.
- 2.3.4 Exterior building wall voids (i.e. plumbing voids, electrical voids, utility voids, expansion voids, etc.) that pose an infestation problem shall be identified by Contractor and reported in writing to Facilities Management to minimize pest infestations.
- 2.3.5 This contract shall not include pest control services for lawns, trees, shrubs, or any other landscape vegetation except as they may be the source of a building infestation.
- 2.3.6 Contractor's technical staff shall perform the monthly service on a published schedule established by Contractor in conjunction with Pima County, meeting the special scheduling requirements of each County site. Contractor awarded the contract must present said schedule to the County at a Post Award Conference. The schedule must contain the day of the month and the approximate time of day the technician is to be on-site.
- Note: On occasion, the County Contract Service Specialist shall accompany Contractor's technician on scheduled service calls to ensure contract compliance.
- 2.3.7 Weekly Service – Detention Sites, Tres Rios Facility (Regional Wastewater Reclamation Department – RWRD)
- A Food preparation and service areas within a Detention site shall be serviced once per week. This includes:
 - Kitchen areas where food is cooked and dishes washed.
 - Eating areas where food is served and consumed.
 - Warehouse(s) where food is stored.
 - Bakeries, offices, freezers, coolers, dry storage and seating/table areas.
 - B Detention kitchen areas are to be serviced at the specific time listed in Exhibit C: Unit Prices.
 - C External areas to detention kitchens shall also be included in the weekly service (perimeters of loading docks, trash bin areas, trash compactor areas, etc.).

- D Tres Rios RWRD has service book at Administration Building front desk that will indicate which sites must be visited each week. Access to property by guard will require presenting ID. Eye protection is required at some sites.

2.3.8 Bi-Weekly Service – Stadium, Animal Control, Regional Wastewater Reclamation Department (RWRD) Sites

- A Food preparation and service areas (non-detention kitchen/cafeterias) within a site shall be serviced twice per month. This shall be defined as the kitchen area where food is cooked, dishes washed; and the service area defined as where food is served and consumed. The seating/table area shall be included in the bi-weekly service. The food preparation and service areas shall be separately line item priced in the pricing section by location. This also includes exterior trash bin areas.

2.3.9 Monthly service – Special Service Locations

- A. Parking garages (not parking lots) shall be serviced every month.
 B. Sheriff residence dog kennels, area around owner's house and inside of house will be treated as needed.

2.4 Pests

- A. The control and eradication of the following pests shall be **included** in the full maintenance program, but **not limited to**:

Ants
 Cockroaches
 Spiders
 Silverfish
 Crickets
 Earwigs
 Beetles
 Fleas
 Scorpions
 Ticks
 Mice
 Rats
 Bed Bugs
 All other pests common to residential and commercial units

- B. **Excluded** from the full maintenance program are:

Gophers
 Groundhogs
 Bees
 Wasps
 Birds
 Bats
 Snakes
 Moth Flies
 Lizards
 Worms
 Insects familiar to indoor plants
 Wood destroying organisms (Termites; Carpenter Ants)
 Free-flying insects (Flies, Mosquitoes, Gnats)

Exclusions shall be price quoted as a project on an as-needed basis. Pricing for the excluded pests are billable as outlined in Section 2.12.1.

- 2.5 Monthly pest control services for insects listed in Section 2.4 A shall be inclusive for the various types of insects within a species (Exception: Carpenter Ants). Termites and birds are covered under a separate County contract.

2.6 Contractor shall provide a twenty-four (24) hour toll free telecommunication service to allow Facilities Management access to their staff via any communications system the contractor chooses.

2.7 Insect Control

Contractor will use non-pesticide methods of control whenever possible. Examples of acceptable non-pesticide methods include, but are not limited to:

2.7.1 Portable High Efficiency Particulate (HEPA) filtered vacuums for initial clean outs of insect infestations.

2.7.2 Physical removal of spiders in webs using brooms or sticky traps.

When Pima County Facilities Management determines pesticide application is required the following guidelines apply:

2.7.3 Crack and Crevice Applications - Contractor will apply all insecticides as "crack and crevice" treatments only. "Crack and crevice" treatments are defined as applications in which the formulated insecticide is not visible to a bystander before, during, or after application.

2.7.4 Insecticide Bait Formulations - Bait formulations shall be primary means for indoor insect control.

2.7.5 Monitoring - Sticky traps will be used to guide and evaluate indoor insect control efforts whenever and wherever required.

2.7.6 Application of Insecticides to Exposed Surfaces or as Surface Sprays - Application of insecticides to exposed surfaces or as space sprays (including fogs, mists, and ultra-low volume applications) are restricted to unique situations where no alternative means are practical. Contractor will obtain approval from Pima County Facilities Management prior to any application of insecticide to an exposed surface or any space spray treatment (See 3.16). No surface application or space spray will be made while people are present. Contractor will take all necessary precautions to ensure employee safety and ensure containment of pesticide to application site.

2.8 Rodent Control

Contractor will accomplish rodent control through the following Pima County approved rodent control measures:

2.8.1 Indoor Trapping - Rodent trapping inside occupied buildings will be limited to the use of safe trapping devices. All traps will be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Pima County Facilities Management will approve all trap checking schedules prior to installation. Contractor will be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.

2.8.2 Use of Rodenticide - All rodenticide, regardless of packaging, will be placed in locations not accessible to children, pets, wildlife, and domestic animals, or in Environmental Protection Agency (EPA) approved tamper resistant bait boxes.

2.9 Use of Bait Boxes

Bait box servicing will be approved prior to installation by Pima County Facilities Management. All bait boxes will be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms (i.e., birds, geckos or small children). All bait boxes shall be tamper resistant and maintained with monitor bait (Pre Bait) in block form. The active ingredient should be used only when activity is observed in bait stations.

All existing bait boxes **shall be maintained by CONTRACTOR.**

Contractor will adhere to the following six (6) points after receiving approval from Pima County Facilities Management to install bait box(es):

1. All bait boxes will be placed out of the general view where they will not be disturbed by routine operations.
2. Bait box lids will be securely locked or fastened and tamper resistant.
3. Bait box will be securely attached or anchored to floor, ground, wall, or other immovable surface, to ensure box cannot be picked up or moved.
4. Bait box will be secured (with wire or other appropriate means) within the bait box baffle protected feeding chamber of the box. Bait will never be placed in the box runway.
5. Bait box will be labeled on the inside with Contractor's business name, address, telephone and emergency contact number. Installing technician will add date of installation and servicing schedule at time of installation.
6. On each service visit, Contractor will record bait consumption for each bait station serviced. A written consumption report will be sent to Pima County Facilities Management after each visit.

2.10 Safety:

Contractor must use extreme caution when applying pest control chemicals in mechanical and equipment rooms. Air handlers may entrain airborne chemicals and transport them to an uncontaminated office environment. Direct-fired boilers or open flame heaters may ignite if chemicals are sprayed near or upon such devices.

2.11 Unscheduled Full maintenance Service Requests:

- 2.11.1 Contractor may be called to perform unscheduled full maintenance pest control service for control/eradication of pests as listed in Section 2.4.A by Facilities Management. Contractor must respond within twenty-four (24) hours on-site after contractor receives said request and accompanying Delivery Order. This service shall be unlimited and at no additional cost to the County. If not an emergency, the service shall be performed during regular business hours. If deemed an emergency and the request cannot wait until the next business day (i.e. after hours, weekends or holidays), Contractor shall be required to respond within six (6) hours to bring the infestation under immediate control. Failure to respond within the allotted time frame may result in the County sourcing the work with another contractor to perform the service; costs for such subcontracted work will be deducted from Contractor's monthly invoicing.
- 2.11.2 In the event it is evidenced that the current method of pest control is ineffective, a different chemical or treatment process must be implemented at no additional cost to the County. This change in treatment shall become effective after at least two (2) prior treatments have failed. The decision to change/not change methods shall be at the sole discretion of Pima County Facilities Management. If notified a change is warranted, Contractor shall re-evaluate the chemicals used and upgrade as necessary at no additional cost to the County. All changes in treatment must be approved by the County Facilities Management Department.
- 2.11.3 If an infestation is of a type that normal pest control techniques are ineffective and the alternative treatment will result in an unreasonable financial burden for the vendor, County will consider a one-time cost adjustment. Contractor will be required to provide a written quote for the additional service and may not proceed with the work until the Contract Coordinator from Pima County has issued a Delivery Order.

2.12 Billable Services

- 2.12.1 Requests for pest control services for those pests listed in Section 2.4.B or other pests not common to the average residential or commercial unit shall be a billable charge to the County. Contractor shall be notified of the infestation and must provide a written price quote to Pima

County Facilities Management Department. The additional service work can proceed only after the Contract Coordinator from Pima County has issued a Delivery Order.

2.12.2 Some buildings or detention facilities use plumbing chases, defined as long narrow underground tunnels that contain plumbing, electrical, and other utility lines. The County may, on occasion, request Contractor to perform pest control services within these chases for control of various types of insects/rodents. Contractor will be required to provide a written quote for the additional service and proceed only after the Contract Coordinator from Pima County has issued a Delivery Order.

2.13 Pest Control Products

2.13.1 Pesticides will not be applied **outside the scope of scheduled services** to inside or outside areas unless visual inspections and/or monitoring devices indicate the presence of pests in that specific area. Where surveillance indicates a potential insect or rodent infestation, preventative pesticide treatment of the area may be applied. Contractor must use low odor chemicals at all times.

2.13.2 In situations where Pima County Facilities Management has determined pesticide use is necessary, Contractor will use the least hazardous material, the most precise application technique, and a minimum quantity of pesticide necessary to achieve control.

2.13.3 Contractor shall be responsible for any damage to people or property caused by USE or MISUSE of chemicals, or by any action of the contract employee.

2.13.4 Caution shall be used when applying liquid treatment to floors, baseboards, etc., so that the material is contained in the smallest possible area and **NOT** applied to surfaces of interior walls, furniture, etc.

2.13.5 All pesticides used, and their application, shall be in conformance with regulations of the Arizona Office of Pest Management, chemical manufacturer's recommendation, and/or applicable Federal regulations.

2.13.6 At the Post Award conference, Contractor awarded the contract **MUST** provide County with SDS sheets for all chemicals and bait traps used to carry out the scope of services described herein. Thereafter, Contractor will provide SDS sheets to the County every six months throughout the term of the contract, including all renewal periods.

2.13.7 Contractor agrees to change chemicals if such chemicals are found to be ineffective or offensive to employees working in treated areas. The decision to change/not change chemicals shall be at the sole discretion of Pima County Facilities Management. If notified a change is warranted, Contractor shall re-evaluate the chemicals used and upgrade as necessary at no additional cost to the County. All changes in treatment must be approved by the County Facilities Management Department; Contractor will provide written documentation of such change to Pima County Facilities Management, along with updated SDS sheet(s).

2.13.8 Pesticide application will be according to need and not by schedule.

2.13.9 Contractor shall not store any chemicals nor leave any chemicals unattended at any time on Pima County premises.

2.14 Additions/Deletion of Sites and/or Services

Pima County reserves the right to add or delete sites from the routine monthly schedule, change the time and/or frequency of the schedule, and/or discontinue services as circumstances require. When adding a site, Contractor must use the same price formula used in the original call for bids. The County shall evaluate new bids from Contractor as compared to other sites of equal size and proportions. A formal amendment is not required to add/delete a site/service.

2.15 Open parking lots are excluded from **scheduled services specified** in this contract.

2.16 SUBCONTRACTING

Contractor may not assign this contract nor subcontract to another party for performance of this contract per specifications herein.

3.0 CONTRACTOR REQUIREMENTS

3.1 All work performed by Contractor shall be to a professional standard, complying with all the requirements of the applicable edition on the State of Arizona Office of Pest Management laws and administrative rules (www.sb.state.az.us).

3.2 Contractor shall obtain all licenses and permits to perform the services described herein. Contractor must comply with all Arizona Statutes, and must hold a current Arizona Office of Pest Management Business License, Category 1, 2b, 6. Contractor's technical applicators must be certified by the Arizona Office of Pest Management. Contractor's license **MUST** be registered to Contractor, **and NOT subcontracted to another company**.

3.3 Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with work. 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.

3.4 Contractor's technical staff shall provide written notification to Pima County Facilities Management regarding any infestation problems related to building maintenance, and provide recommendations to the County to reduce infestation. Vendor staff is encouraged to ask County employees at each site if there are any specific issues and report those issues to the Contract Coordinator for Facilities Management. .

3.5 Contractor's technical staff shall provide pest control services within a time line that is appropriate for the size and the magnitude of the site. As an example, a technician should be able to inspect the perimeter, entrances and first three floors of a 50,000 square foot building within 1 hour. Technical staff that provide a superficial service wherein a technician arrives on-site and only spends a short amount of time is unacceptable. Any documented reports of superficial service from either the user agency or Facilities Management's quality assurance staff will require Contractor to re-service the site immediately, completely, and at no additional charge to the County

3.6 Employees of Contractor

No one except authorized employees for Contractor is allowed on the premises of Pima County Buildings. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of Contractor. Failure of Contractor to meet this requirement will result in permanent removal of employee from County buildings. Contractor must furnish the County a current employee register of all employees who shall be assigned to perform services at the County sites. This register must contain the name, OPM certification number, and contact number(s) of the employee.

3.7 Uniforms

All Contractor employees must always wear a company uniform (shirt, vest and/or hat) that bears the company's name or logo, and carry a company identification card. Employees of Contractor servicing downtown area(s) **must** contact Facilities Management prior to servicing the buildings, for the purpose of being escorted through secure areas.

3.8 Removal of Contractor's Employees

Contractor agrees to use only experienced, responsible and capable people in the performance of the work. The County may require that Contractor remove from the job covered by this contract, any employee who endangers persons or property or whose continued employment under this contract is inconsistent with the interest of Pima County.

3.9 Field Service Reports

Contractor's technical staff must use a Field Service Report (FSR) that contains a minimum of:

- County Site Name
- Site Address
- Date service is performed
- Time-in and time-out for service work
- Action taken by technician
- Materials used (include percentages where applicable)
- Technician's signature
- Signature from County site administrator, supervisor, or Facilities Management Contract Service Specialist, or other assigned County employee, indicating work has been performed.

At the end of each month, the field service reports must be sorted by contract site numerical order and submitted with the monthly invoice to the County.

3.10 Quality Assurance

When infestations occur at sites and treatments are made, proper follow up should be made to assure the problem is arrested without further calls from Pima County. This may require that certain sites are visited/treated more frequently for a period of time. Additional visitations/treatment will be at no additional cost to Pima County.

3.11 Invoicing

At the end of each month, and after satisfactory completion of pest control services, invoicing shall be submitted and MUST include the following:

- Delivery Order Number or MA number
- Invoice Number and Date
- Pricing per Master Agreement
- Date services performed
- Detailed list of each site by contract section number (numerically) and site name with associated cost
- Grand total
- Attachment: field service reports as outlined in Section 3.9
- Work Ticket(s) signed by appropriate Pima County Employee

Note: Invoices that do not include all required information will be returned to the Contractor for corrections and may result in delayed payment.

Note: Unscheduled, "as needed" services should be billed separately and not included on the monthly billing.

3.12 A Pima County Sheriff's Office background check will be required for all employees of Contractor's staff providing service to the County. This requirement is essential due to the need to access restricted areas within the County such as detention facilities, court buildings, and many other restricted areas. **The cost for this requirement shall be incurred by Contractor.** Contractor shall not assign new employees to County sites unless background checks have been approved and ID badges issued. This process is done by completing a Cleared Correction Visitation Request Form and submitting it to the Contract Coordinator for Facilities Management.

3.14 Contractor's service truck fleet shall carry sufficient supply of chemicals and equipment to perform routine pest control services on a daily basis.

3.15 In County Facilities where food is served, all floors and all areas of the facility must be monitored and treated as necessary with each monthly service (not just confined to dining areas).

3.16 All authorization or approval requests for services in this contract should be submitted in writing to the Contract Coordinator for Facilities Management. All reporting required by this contract should be made in writing to the Contract Coordinator for Facilities Management.

EXHIBIT B: LIVING WAGE REQUIREMENT

This solicitation is subject to the Pima County living wage requirements as provided in the Pima County Procurement Code section 11.38 which specifies that a living wage requirement be included in County contracts for specific services.

Contractors entering into eligible contracts with Pima County for the covered services shall pay a living wage to their eligible employees for the hours expended providing services to Pima County. Eligible employees shall receive a wage not less than \$11.85 per hour. A contractor may pay its eligible employees a wage of no less than \$10.55 per hour if the contractor provides health benefits with a monthly value at least as high as the difference between that wage and a monthly wage based on \$11.85 per hour. Contractors shall include all costs necessary for complete compliance to the living wage requirement. Pima County Title 11, Chapter 38, *Pima County Living Wage* can be referenced at the following link.

https://www.municode.com/library/az/pima_county/codes/code_of_ordinances?nodeId=TIT11PICOPRCO_CH11.38PICOLIWA

In bid preparation, Contractors will need to consider the possibility of increased administrative costs. The following is a brief description of key Living Wage reporting requirements. These are not limited to but include:

One time reports: Due at the beginning term of each contract/renewal

- Payroll calendar
- Certificate of Living Wage Payments Form
- Master Listing of employees eligible to work on Pima County jobs
- Listing of Subcontractors to be used (if applicable)

Staffing Plans, Including Subcontractors (work schedules): Due **prior** to work performed to enable the Compliance Officer to rate check and interview employees; *If there is not sufficient time prior to performing work, then a plan must be submitted as soon as possible after work is performed:*

- Name of employee(s) who will be working
- Where work is performed
- Approximate time-frame work will be performed
- Revised plan IF any information changed from the original staffing plan

Payroll Reports: Must be provided to the Compliance Officer 7 days after EVERY pay period

- Statement of Compliance
- Payroll Summary Reports:
 - *Name of all employees on a Pima County job*
 - *Total hours worked/rate of pay/gross pay/paycheck number*
 - *Support documentation for this information*
 - *Signed "Statement of Compliance" even if no payroll performed*

Subcontracted Labor (if applicable): Packets are required to be submitted to Pima County's Compliance Officer as soon as the Subcontractor is issued payment. This includes:

- A letter signed by subcontractor indicating that laborers associated with the work billed on their attached invoice were paid at or above the Living Wage required rate
- the check # and date which this invoice was paid should be noted
- Attach the appropriate staffing plans (work schedules) of the subcontractor to this invoice. The subcontractor employee payroll check# needs to be noted beside their employee (s) name

130 W. CONGRESS ST., 3RD FLOOR

TUCSON, ARIZONA 85701-1317



EXHIBIT B: LIVING WAGE CERTIFICATE

CERTIFICATION OF LIVING WAGE PAYMENTS

This firm certifies that it will meet all specifications, terms, and conditions contained in the Living Wage Contract Ordinance; **AND** that if labor is subcontracted, subcontractors will be held to the exact terms that are required of this firm.

Yes _____ No _____ If no, you must explain all deviations in writing.

Company Name: _____

Description of Services: _____

Job Location: _____

(PLEASE CHECK ONE(S) THAT APPLY)

I do hereby agree to pay all eligible employees working on the above listed contract at least eleven dollars and eighty-five cents (\$11.85) per hour.

AND/OR

I do hereby agree to pay all eligible employees working on the above contract a wage of no less than ten dollars and fifty-five cents (\$10.55) per hour **and** provide health benefits with a monthly value at least as high as the difference between a monthly wage based on eleven dollars and eighty-five cents (\$11.85) per hour and the requested monthly wage if no less than ten dollars and fifty-five cents (\$10.55) per hour. In essence, the **employer paid portion** of benefits must have a *monthly* value of two-hundred twenty-five dollars and thirty-three cents (\$225.33). This equals the one dollar and thirty cents (\$1.30) per hour difference.

Providers Name: _____

Address: _____

Phone: _____ Fax: _____

Plan or Program Number: _____ Type of Benefit: _____

Total premium paid per month: _____ Amount paid by employee: _____

(Attach pages if needed for additional providers)

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINTED NAME

TITLE OF AUTHORIZED

END OF EXHIBIT B