

SERIAL 210164-S PEST CONTROL, TERMITE CONTROL, AND BED BUG SERVICES

DATE OF LAST REVISION: March 16, 2023

CONTRACT END DATE: March 31, 2024

CONTRACT PERIOD THROUGH MARCH 31, 2023 2024

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **PEST CONTROL, TERMITE CONTROL, AND BED BUG SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 25, 2021 (Eff. 04/01/21)**.

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



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

RN/ia
Attach

Copy to: Office of Procurement Services
Beth Cressman, FMD
Sammi Birchard, FMD
Darren Winslow, FMD
Brad Koos, FMD

(Please remove Serial 14088-S from your contract notebooks)

AZEX, LLC DBA: AZEX PEST SOLUTIONS, PO BOX 11493, PRESCOTT, AZ 86304

COMPANY NAME:	AZEX, LLC
DOING BUSINESS AS (dba):	AZEX Pest Solutions
MAILING ADDRESS:	PO BOX 11493 Prescott AZ 86304
REMIT TO ADDRESS:	PO BOX 11493 Prescott AZ 86304
TELEPHONE NUMBER:	928-445-5820
FAX NUMBER:	928-445-5815
WWW ADDRESS:	www.azexpest.com
REPRESENTATIVE NAME:	Dorie Rakow
REPRESENTATIVE TELEPHONE NUMBER:	928-713-8872
REPRESENTATIVE EMAIL ADDRESS	drakow@azexpest.com

-	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

NET 30-DAYS

ADDITIONAL PEST CONTROL SERVICES						
Title	Unit Price	Approx. square footage	# of Services	Qty	UoM	Description
Pest Control Services—Interior	\$ 15.00	N/A	N/A	1	per residence	Pest control services for remote area homes used for MCSO K-9 units; includes services to interior of home, kennel area, and 8-ft. perimeter dog pens. Provide rate Per House, Per Service.
Pest Control Services—Exterior	\$ 55.00	2,000	N/A	1	per residence	Pest control services for remote area homes used by MCSO K-9 units; includes service to interior of home and service to exterior up to one acre. Provide rate Per House, Per Service.

AZEX, LLC DBA: AZEX PEST SOLUTIONS

Pest Control Services for Pests listed in Section 2.5.4 (out of scope)	-\$ 150.00	N/A	N/A	1	hour	Provide a per hour rate based on section 2.5.4.
Pest Control Services - Rodents (infestation related), Gophers, Groundhogs, etc.	-\$ 150.00	N/A	N/A	1	hour	Provide an hourly rate for these services.
Additional Pest Control Products, Cost Plus Percentage	Wholesale Cost Plus 20%	N/A	N/A	1	each	Provide a Cost Plus Percentage for any additional products.
Additional Services Outside the Scope of Work	-\$ 150.00	N/A	N/A	1	hour	Provide an hourly rate for any additional services outside the scope of work. Billable in quarter hour increments

GROUP II - TERMITE CONTROL SERVICES

Title	Unit Price	Approx. square footage	# of Services	Qty	UoM	Description
Subterranean Termite Control	-\$3.50	N/A	N/A	1	linear foot	Subterranean termite control, post construction, exterior perimeter walls, interior load bearing walls, including chemicals and products used during service.
After Warranty Charges	25%	N/A	N/A	1	job	Provide a percentage of cost for extended warranty on original job& pricing (12-Month period).
Additional Termite Control Services Outside the Scope of Work	\$ 160.00	N/A	N/A	1	hour	Provide an hourly rate for additional termite control services outside the Scope of Work. Billable in quarter hour increments

AZEX, LLC DBA: AZEX PEST SOLUTIONS

GROUP III - BED BUG SERVICES						
Title	Unit Price	Approx. square footage	# of Services	Qty	UoM	Description
Bed Bug Services	\$2.00	N/A	N/A	1	square foot	Bed Bug Services (including, but not limited to assessment, preparation, treatment including fumigation, client education, preventions, and chemicals and products used during service)
After Warranty Charges	25%	N/A	N/A	1	job	Provide a percentage of cost for extended warranty on original job& pricing (12-Month period).
Additional Bed Bug Services Outside the Scope of Work	\$ 250.00	N/A	N/A	1	hour	Provide an hourly rate for additional bed bug control services outside the Scope of Work. Billable in quarter hour increments
GROUPS I - III: Use of Additional Equipment <i>List additional equipment for which there will be an hourly fee and the hourly fee:</i>						
LIFT						Hourly rate -\$ 250.00

PRICING SHEET: NIGP CODE 91059

Terms: _____ NET 30

Vendor Number: _____ VS0000001818

Certificates of Insurance _____ Required

Contract Period: _____ To cover the period ending March 31, 2023.

REMOVED 03-31-2023

CITY WIDE PEST CONTROL INC., 22405 N 18TH DR, PHOENIX, AZ 85027

COMPANY NAME:	City Wide Pest Control
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	22405 N 18th Dr Phoenix, AZ 85027
REMIT TO ADDRESS:	22405 N 18th Dr, Phoenix, AZ 85027
TELEPHONE NUMBER:	602-944-0099
FAX NUMBER:	602-944-3197
WWW ADDRESS:	citywidepest.com
REPRESENTATIVE NAME:	Sue Ray
REPRESENTATIVE TELEPHONE NUMBER:	602-944-0099
REPRESENTATIVE EMAIL ADDRESS	Office@citywidepest.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

NET 30 DAYS

NOTE: Where applicable, tunnels and plumbing chases are included in the given square footage for buildings.

GROUP I - PEST CONTROL SERVICES

Title	Unit Price	Approx. square footage	# of Services	Qty	UoM	Description
Aguila Branch Library - Building #0204 51300 W. Highway 60 Aguila, AZ 85320	26	2,496	12/yr	1	per month	Pricing is per service, billed per month
MCSO - Avondale Substation - Building # 0309 Detention Kitchen Area 920 E. Van Buren Phoenix, AZ 85006	24	12,833	12/yr	1	per month	Service includes spray 1x/month in the detention kitchen area Pricing is per service, billed per month
Southwest Justice Center - Building #0324 10420 W Van Buren St. Avondale, AZ 85323	29	75,759	12/yr	1	per month	Pricing is per service, billed per month
MCDOT - SW Maintenance Facility - Building # 0406 26449 Highway 85 Buckeye, AZ 85326	23	7,969	12/yr	1	per month	Pricing is per service, billed per month

CITY WIDE PEST CONTROL INC

MCDOT Buckeye Maintenance Facility - Building #0410 26529 West MC-85 Buckeye 85326	36	4,881	12/yr	1	per month	Pricing is per service, billed per month
Buckeye Hills Shooting Range - Building # 0501 26900 Buckeye Hills Dr. Buckeye, AZ 85326	27	5,523	12/yr	1	per month	Pricing is per service, billed per month
MCSO - Canyon Lake Aid Station - Building # 0701 Palo Verde Point Maricopa County, AZ	40	5,600	4/yr	1	quarter	Pricing is per service, billed per month
Estrella Mountain Regional Park (P&R) - Building # 0801 14805 W. Vineyard Ave. Goodyear, AZ 85338	16	1,080	12/yr	1	per month	Includes maintenance office, horse arena office Pricing is per service, billed per month
Cave Creek Recreation Area (P&R) - Building # 1101 37019 N. Lava Ln. Cave Creek AZ 85331	17	1,920	12/yr	1	per month	Pricing is per service, billed per month
Chandler WIC - Building # 1214 3002 N. Arizona Ave. #13 Chandler, AZ 85225	16	2,520	12/yr	1	per month	Pricing is per service, billed per month
Chandler Consolidated Justice Courts - Building # 1216 201 W. Chicago St. Chandler, AZ 85225	34	52,000	12/yr	1	per month	Pricing is per service, billed per month
Ed Robson Library - Building 1217 9330 East Riggs Rd Sun Lakes 85248	29	9,625	12	1	per month	Pricing is per service, billed per month
Eff.07/01/22 MCDOT Germann SE Maintenance Facility - #1228 11320 E. Germann Rd. Chandler, AZ 85286	28	1,438	12/yr	1	per month	Pricing is per service, billed per month
MCDOT - Administration - Building # 1401 2901 W. Durango Phoenix, AZ 85009	31	69,720	12/yr	1	per month	Pricing is per service, billed per month

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Flood Control - Administration - Building # 1402 2801 W. Durango Phoenix, AZ 85009	34	69,720	12/yr	1	per month	Service 2 floors Pricing is per service, billed per month
MCSO - Estrella Jail - Building # 14032939 W. DurangoPhoenix, AZ 85009	39	148,158	12/yr	1	per month	Pricing is per service, billed per month
MCSO - Estrella Jail - Building # 1403 Detention Kitchen Area 2939 W. Durango Phoenix, AZ 85010	33	2,627	52/yr	1	per week	Time of service: 5:00 p.m.—6:00 p.m. MST Pricing is per service, billed per month
MCSO - Estrella Jail - Building # 1403 2939 W. Durango Phoenix, AZ 85011	94	264,140	12/yr	4	per month	Includes service to all tent areas (includes grounds surrounding tents) Pricing is per service, billed per month
Flood Control - Operations - Building # 1404 2801 W. Durango Phoenix, AZ 85009	34	12,558	12/yr	1	per month	Pricing is per service, billed per month
MCDOT - Highway Operations - Building # 1405 2919 W. Durango Phoenix, AZ 85009	27	19,420	12/yr	1	per month	Pricing is per service, billed per month
Durango Complex Command Center - Building # 1406 2909 W. Durango Phoenix, AZ 85009	14	210	12/yr	1	per month	Pricing is per service, billed per month
MCDOT - Procurement & Distribution Center - Building # 1408 2222 S. 27 Ave. Phoenix, AZ 85009	36	39,677	12/yr	1	per month	Pricing is per service, billed per month
MCDOT - Traffic Operations - Building # 1409 2909 W. Durango Phoenix, AZ 85009	34	38,253	12/yr	1	per month	Pricing is per service, billed per month
FMD - Maintenance Shops & Warehouse - Building # 1414 2401 S. 28 Dr. Phoenix, AZ 85009	34	25,000	12/yr	1	per month	Pricing is per service, billed per month

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Parks & Rec Painters Warehouse - Building # 1415 2410 S 27th Dr. Phoenix, AZ 85009	14	2,000	4/yr	1	quarterly	Pricing is per service, billed per month
Animal Care and Control - Building # 1417 2500 S. 27th Ave. Phoenix, AZ 85009	47	68,452	12/yr	1	per month	Pricing is per service, billed per month
MCSO - Training Center (West end) - Building # 1501 3325 W. Durango Phoenix, AZ 85009	30	29,120	12/yr	1	per month	Pricing is per service, billed per month
Equipment Services & PM Shops - Building # 1501 3325 W. Durango Phoenix, AZ 85009	31	43,398	12/yr	1	per month	Pricing is per service, billed per month
Equipment Services - Durango Service Station - Building # 1506 3325 W. Durango Phoenix, AZ 85009	16	3,220	12/yr	1	per month	Pricing is per service, billed per month
Telecommunications & Shops - Building # 15113324 W. Gibson Ln.Phoenix, AZ 85009	23	8,160	12/yr	1	per month	Pricing is per service, billed per month
Durango Parking Garage - Building # 1513 3220 W. Gibson Phoenix, AZ 85009	34	360,000	4/yr	1	quarterly	Service 5 floors Pricing is per service, billed per month
Vector Control - Building # 1513 3220 W. Gibson Ln. Suite 500 Phoenix, AZ 85009	14	2,821	12/yr	4	per month	Pricing is per service, billed per month
Adult Probation - Building # 1513 3220 W. Gibson Ln. Phoenix, AZ 85009	23	4,426	12/yr	1	per month	Pricing is per service, billed per month
MCSO - Durango Jail - Building # 1601 3225 W. Durango Phoenix, AZ 85009	59	51,495	12/yr	1	per month	Pricing is per service, billed per month

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MCSO - Durango Jail - Building # 1604 Detention Kitchen Area 3225 W. Durango Phoenix, AZ 85010	33	40,672	52/yr	4	per week	Time of service: 3:00 p.m. to 4:00 p.m. MST, Monday Pricing is per service, billed per month
MCSO - Towers Jail - Building # 1612 3127 W. Durango Phoenix, AZ 85009	59	81,925	12/yr	1	per month	Pricing is per service, billed per month
Durango Juvenile Complex - Building #'s 1701 - 1706 3125 W. Durango Phoenix, AZ 85009	61	185,544	12/yr	1	per month	Pricing is per service, billed per month
Juvenile Detention - Building # 1713 3131 W. Durango Phoenix, AZ 85009	109	127,850	12/yr	1	per month	Pricing is per service, billed per month
Juvenile Detention - Building # 1713 Detention Kitchen Area 3131 W. Durango Phoenix, AZ 85010	33		52/yr	1	per week	Pricing is per service, billed per month
Juvenile-Administration - Building # 1714 3131 W. Durango Phoenix, AZ 85009	24	22,733	12/yr	1	per month	Pricing is per service, billed per month
Juvenile-Court Building - Building # 1715 3131 W. Durango Phoenix, AZ 85009	39	135,630	12/yr	1	per month	Pricing is per service, billed per month
MCSO Warehouse - Building # 1901 3465 W. Durango St. Phoenix, AZ 85009	19	14,000	12/yr	1	per month	Pricing is per service, billed per month
Adult Probation - Building # 19153355 W. DurangoPhoenix, AZ 85009	21	11,955	12/yr	1	per month	Pricing is per service, billed per month
MCSO Crime Lab - Building # 1916 3345 West Durango Phoenix, AZ 85009	19	15,030	12/yr	1	per month	Pricing is per service, billed per month

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MCSO Fleet Management - Building #1917 3345 W. Durango Phoenix, AZ 85009	14	768	12/yr	1	per month	Pricing is per service, billed per month
Cafeteria - Durango - Building # 1918 3341 W. Durango Phoenix, AZ 85009	34	4,500	24/yr	1	bi-weekly	Includes service to kitchen, serving, and dining areas Pricing is per service, billed per month
MCSO General Investigations - Building # 1920 3335 W. Durango Phoenix, AZ	20	22,487	12/yr	1	per month	Pricing is per service, billed per month
MCSO - S.W.A.T. & Canine - Building # 1920 N 3335 W. Durango Phoenix, AZ 85009	15	8,840	12/yr	1	per month	Pricing is per service, billed per month
MCSO-Training Academy - Building # 1951 2627 S. 35th Ave. Phoenix, AZ 85009	34	72,600	12/yr	1	per month	Pricing is per service, billed per month
MCSO Property & Evidence - Building # 1952 3420 W. Lower Buckeye Rd. Phoenix, AZ 85009	29	57,019	12/yr	1	per month	Pricing is per service, billed per month
MCSO-LBJ Detention Facility - Building # 1961 3250 W. Lower Buckeye Rd. Phoenix, AZ 85009	169	670,237	12/yr	1	per month	Pricing is per service, billed per month
MCSO-LBJ Detention Facility - Building # 1961 Approximately 34 water wells 3250 W. Lower Buckeye Rd. Phoenix, AZ 85010	90		4/yr	1	quarterly	Pricing is per service, billed per month
MCSO - Food Factory - Building # 1962 3150 W. Lower Buckeye Rd. Phoenix, AZ 85009	69 and 69	FMD:28,850	12/yr	1	per month	Pricing is per service, billed per month
		MCSO: 118,678	52/yr	1	per week	
MCSO - Laundry Center - Building # 1963 3170 W. Lower Buckeye Rd. Phoenix, AZ 85009	19	14,466	12/yr	1	per month	Pricing is per service, billed per month

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MCSO - Central Plant - Building # 1964 3180 W. Lower Buckeye Rd. Phoenix, AZ 85009	24	24,586	12/yr	1	per month	Pricing is per service, billed per month
MCSO - Residential Treatment Center - Building # 19653445 W. DurangoPhoenix, AZ 85009	36	8,236	12/yr	1	per month	Pricing is per service, billed per month
MCSO - Residential Treatment Center Unit A - Building # 1966 3445 W. Durango Phoenix, AZ 85009	24	11,430	12/yr	1	per month	Pricing is per service, billed per month
MCSO - Residential Treatment Center Unit B - Building # 1967 3445 W. Durango Phoenix, AZ 85010	19	11,430	12/yr	1	per month	Pricing is per service, billed per month
ITR Intake Transfer & Release - Building # 1973 2670 S. 28th Drive Phoenix, AZ 85009	72	163,745	12/yr	1	per month	Pricing is per service, billed per month
Durango Fuel - Offices - Building # 1974 2750 S. 27th Ave Phoenix, AZ 85008	15	564	12/yr	1	per month	Pricing is per service, billed per month
ITR Detention - Building # 1975 2680 S. 28th Drive Phoenix, AZ 85009	69	200,719	12/yr	1	per month	Pricing is per service, billed per month
Durango Fuel - Car Wash - Building # 1977 2750 S. 27th Ave Phoenix, AZ 85008	15	3,800	12/yr	1	per month	Pricing is per service, billed per month
Equipment Services - NW Facility - Building # 2006 16821 N. Dysart Rd. Surprise, AZ 85374	19	5,836	12/yr	1	per month	Pricing is per service, billed per month
MCSO - Surprise Substation - Building # 2021 13063 W. Bell Rd. Surprise, AZ 85374	21	13,072	12/yr	1	per month	Pricing is per service, billed per month

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MCDOT - NW Maintenance Facility - Building # 2025 12975 W. Bell Rd. Surprise, AZ 85374	19	7,363	12/yr	1	per month	Pricing is per service, billed per month
Superior Court Facility - NW - Building # 2029 14249 N. Tierra Buena Ln. Surprise, AZ 85374	27	25,000	12/yr	1	per month	Pricing is per service, billed per month
Superior Court-NW Regional - Building # 2033 14264 W. Tierra Buena Ln. Surprise, AZ 85374	39	35,271	12/yr	1	per month	Pricing is per service, billed per month
MCSO - Gila Bend Substation - Building # 2201 Justice Court - Gila Bend 209 E. Pima Gila Bend, AZ 85337	24	10,570	12/yr	1	per month	Pricing is per service, billed per month
Adult Probation - Building # 2310 6655 W. Glendale Glendale, AZ 85301	21	40,130	12/yr	1	per month	Pricing is per service, billed per month
Lake Pleasant Regional Park - Buildings #2507 #2501, #2502, #2504, and #2506 NW of Phoenix off Morristown/New River Highway41835 N. Castle Hot Springs Rd.Morristown, AZ 85342	29	10,082	12/yr	1	per month	Includes service to main booth (#2501), staff support building (#2502), maintenance compound (#2504), and North entry (#2506) Pricing is per service, billed per month
Desert Outdoor Center @ Lake Pleasant - Building # 2508 41402 N. 87 Ave. Peoria, AZ 85383	23	14,619	12/yr	1	per month	Pricing is per service, billed per month
McDowell Mountain Regional Park - Building # 2701 NW of Phoenix off Rio Verde Drive 15612 E. Palisades Dr. Fountain Hills, AZ 85264	22	1,890	12/yr	1	per month	Includes main booth, staff support building, maintenance compound, and North entry Pricing is per service, billed per month
Justice Court - West Mesa - Building # 2801 2050 W. University Mesa, AZ 85201	24	8,560	12/yr	1	per month	Pricing is per service, billed per month

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Adult Probation - Building # 2814 245 Centennial Way North Mesa, AZ 85201	24	26,685	12/yr	1	per month	Service 2 floors Pricing is per service, billed per month
Flood Control - East Mesa Yard - Building # 2818 5211 E. Main Mesa, AZ 85205	29	2,625	12/yr	1	per month	Pricing is per service, billed per month
Southeast FMD - Building # 2851 1840 S. Mesa Dr. Mesa, AZ 85210 S.E. Region (South Building)	34	7,800	12/yr	1	per month	Pricing is per service, billed per month
Equipment Services - Mesa Service Station - Building # 2852 155 E. Coury Mesa, AZ 85210	16	3,450	12/yr	1	per month	Pricing is per service, billed per month
MCSO - Mesa Substation - Building # 2853 1840 S. Lewis Mesa, AZ 85210	24	24,267	12/yr	1	per month	Pricing is per service, billed per month
SE Public Facility - Building # 2855 222 E. Javelina Mesa, AZ 85210	43	178,490	12/yr	1	per month	Service 2 floors Pricing is per service, billed per month
SE Public Facility - Cafeteria - Building # 2855 222 E. Javelina Mesa, AZ 85210	35	9,682	26/yr	1	bi-weekly	Includes service to kitchen, serving, and dining areas Pricing is per service, billed per month
Juvenile - SE Complex - Building # 2856 1810 S. Lewis St. Mesa, AZ 85210	37	76,226	12/yr	1	per month	Includes, administration, detention, probation, and courts Time of service: 6:00 - 7:00 p.m. MST Pricing is per service, billed per month
Juvenile - SE Complex - Building # 2856 Detention Kitchen Area 1810 S. Lewis St. Mesa, AZ 85211	34	1,933	52/yr	1	per week	Time of service: 6:00 PM - 7:00 PM, MST Monday Pricing is per service, billed per month
Office of Vital Records – Building # 2857 1840 S. Mesa Dr. Mesa, AZ 85210(South Building)	32	5,700	12/yr	1	per month	Pricing is per service, billed per month

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Juvenile-Mesa Detention - Building # 2871 1840 S. Lewis Mesa, AZ 85210	58	81,025	12/yr	1	per month	Pricing is per service, billed per month
Juvenile-Mesa Detention Kitchen - Building # 2871 Detention Kitchen Area 1840 S. Lewis Mesa, AZ 85210	32	2,148	52/yr	1	per week	Pricing is per service, billed per month
Hurley Warehouse - Building # 2875 227 S. Lewis Avenue Mesa, AZ Desert Outdoor Center @ Lake Pleasant - Building # 250841402 N. 87 Ave. Peoria, AZ 85383	30	2,799	12/yr	1	per month	Pricing is per service, billed per month
Environmental Services - Building # 2891 106 E Baseline Mesa, AZ 85210	33	17,219	12/yr	1	per month	Pricing is per service, billed per month
Added Eff 03/13/2023 Southeast Justice Center #2895 221 E. Coury Ave. Mesa, AZ 85210	89	109,000	12/yr	1	per month	Pricing is per service, billed per month
WIC at Baywood - Building # 2899 6641 E. Baywood Ave., Bldg. C Mesa, AZ 85206	15	4,000	12/yr	1	per month	Pricing is per service, billed per month
Sunnyslope WIC - Building # 3206 9100 N. Central Ave. #B Phoenix, AZ 85020	15	2,976	12/yr	1	per month	Pricing is per service, billed per month
Superior Court - West Court Building - Building # 3301 111 S. 3 Ave. Phoenix, AZ 85003	52	113,809	12/yr	1	per month	Service 6 floors plus Lower Level Pricing is per service, billed per month
MCSO - Main Jail - Building # 3302 120 S. 1 Ave Phoenix, AZ 85003	45	109,072	12/yr	1	per month	Service 4 floors plus Lower Level Pricing is per service, billed per month
Superior Court - East Court Building - Building # 3303 101 W. Jefferson St. Phoenix, AZ 85003	47	149,395	12/yr	1	per month	Pricing is per service, billed per month

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Supervisors Auditorium - Building # 3304 205 W. Jefferson St. Phoenix, AZ 85003	17	5,208	12/yr	1	per month	Pricing is per service, billed per month
Superior Court - Central Court Building - Building # 3305 201 W. Jefferson St. Phoenix, AZ 85003	100	232,118	12/yr	1	per month	Pricing is per service, billed per month
Law Library Resource Center – Building #3307 101 W. Jefferson St. Phoenix, AZ85003	24	12,000	12/yr	1	per month	Pricing is per service, billed per month
225 West Madison Office Building - Building # 3309 225 West Madison Phoenix, AZ 85003	59	316,491	12/yr	1	per month	Pricing is per service, billed per month
County Administration Building - Building # 3310301 W. Jefferson St.Phoenix, AZ 85003	45	317,406	12/yr	1	per month	Pricing is per service, billed per month
Facilities Management - Building # 3311 401 W. Jefferson St. Phoenix, AZ 85003	21	13,575	12/yr	1	per month	Pricing is per service, billed per month
Jefferson Street Parking Garage - Building # 3311 401 W. Jefferson St. Phoenix, AZ 85003	35	299,400	4/yr	1	quarterly	Service 5 floors Pricing is per service, billed per month
Equipment Services - Downtown Service Station - Building # 3311 120 S. 4 Ave. Phoenix, AZ 85003	16	2,900	12/yr	1	per month	Pricing is per service, billed per month
Jackson Street Customer Service Center - Building # 3315 601 W. Jackson Phoenix, AZ 85003	51	116,000	12/yr	1	per month	Pricing is per service, billed per month
Jackson Street Parking Garage - Building # 3315 601 W. Jackson Phoenix AZ 85003	32	616,840	4/yr	1	quarterly	Service 5 floors Pricing is per service, billed per month

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MCSO-4th Avenue Jail - Building # 3316 201 S. 4th Ave. Phoenix, AZ 85003	139	Service 4 floors plus mezzanine levels: 584,000	12/yr	1	per month	Pricing is per service, billed per month
	19	Service Loading dock & LL: 45000	52/yr	1	per week	
Forensic Science Parking Garage - Building # 3317 701 W. Jefferson St. Phoenix, AZ 85007	29	396,870	4/yr	1	quarterly	Service 7 floors Pricing is per service, billed per month
Starr Call Center - Building # 3317 Forensic Science Parking garage 701 W. Jefferson St. Phoenix, AZ 85007	27	10,919	12/yr	1	per month	Pricing is per service, billed per month
MCSO Head Quarters - Building # 3318 550 West Jackson Phoenix, AZ 85003	53	171,548	12/yr	1	per month	Pricing is per service, billed per month
Forensic Science Center - Building # 3320 701 W. Jefferson St. Phoenix, AZ 85007	43	62,665	12/yr	1	per month	Service 4 floors Pricing is per service, billed per month
Las Artes de Maricopa (Santa Fe) - Building # 3321 501 W. Jackson St. Phoenix, AZ 85003	21	2,943	12/yr	1	per month	Pricing is per service, billed per month
Downtown Court Tower - Building # 3325 175 W. Madison Phoenix, AZ 85003	61	650,000	12/yr	1	per month	Pricing is per service, billed per month
Superior Court - OCH - Building # 3401 NOT TO INCLUDE City of Phoenix side - West side 125 W. Washington St. Phoenix, AZ	34	58,547	12/yr	1	per month	Pricing is per service, billed per month
MCSO - Bartlett Lake Aid Station - Building # 3601 Northeast of Fountain Hills Maricopa County, AZ	29	1,050	4/yr	1	quarterly	Pricing is per service, billed per month

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Emergency Management - Building # 3801 5630 E. McDowell Phoenix, AZ 85008	21	9,000	12/yr	1	per month	Includes service to warehouse and storage Pricing is per service, billed per month
Adult Probation - Building # 3817 1022 E. Garfield Phoenix, AZ 85006	24	16,692	12/yr	1	per month	Pricing is per service, billed per month
Public Health Clinic - Building # 3846 1645 E. Roosevelt Phoenix, AZ 85006	47	124,940	12/yr	1	per month	Pricing is per service, billed per month
Northeast Courts Facility - Building # 3853 18380 N. 40th St. Phoenix, AZ 85032	49	104,295	12/yr	1	per month	Saturday Service Pricing is per service, billed per month
Adult/Juvenile Probation - Building # 3857 333 W. Hatcher Rd. Phoenix, AZ 85021	21	6,917	12/yr	1	per month	Pricing is per service, billed per month
Agricultural Extension Co-op - Building # 3913 4341 E. Broadway Phoenix, AZ 85040	24	16,516	12/yr	1	per month	Pricing is per service, billed per month
Adult Probation - Southport - Building # 3933 3535 S. 7th Street Phoenix, AZ 85040	23	5,240	12/yr	1	per month	Pricing is per service, billed per month
Public Health Homeless Outreach - Building # 4012 1201 W. Madison St. Phoenix, AZ 85007	17	6,400	12/yr	4	per month	Service 2 floors Pricing is per service, billed per month
Chambers Building - Building # 4052 301 S. 4th Ave. Phoenix, AZ 85003	45	76,840	12/yr	1	per month	Pricing is per service, billed per month
Downtown Justice Courts - Building # 4053 620 W. Jackson St. Phoenix, AZ 85003	67	201,593	12/yr	1	per month	Pricing is per service, billed per month
MCSO - L.E.D.C. - Building # 4124 2656 N. 38 Ave. Phoenix, AZ 85034	21	6,805	12/yr	4	per month	Pricing is per service, billed per month

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Flood Control - North Yard - Building # 4136 9601 N. 21 Ave. Phoenix, AZ 85021	21	4,000	12/yr	1	per month	Pricing is per service, billed per month
Security Building - Building # 4137222 N. Central Ave. Phoenix, AZ 85004	55	131,662	12/yr	1	per month	Service ALL 13 floors in this building Pricing is per service, billed per month
Security Center Building - Building # 4157 234 N. Central Ave. Phoenix, AZ 85004	55	140,256	12/yr	1	per month	Service ALL 10 floors in this building Pricing is per service, billed per month
Adult Probation-Black Canyon - Building # 4166 2445 W. Indianola Phoenix, AZ 85015	39	38,274	12/yr	1	per month	Square footage is for both buildings. Service both buildings Pricing is per service, billed per month
St Mary's Food Bank WIC - Building # 4171 3003 W. Thomas Road Phoenix, AZ 85017	19	4,488	4/yr	1	quarterly	Pricing is per service, billed per month
Maryvale WIC – Building #4179 6850 W. Indian School Road Phoenix, AZ 85033	19	3,000	12/yr	1	per month	Pricing is per service, billed per month
MCSO - Horseshoe Lake - Building # 4201 NE of Scottsdale Maricopa County, AZ	24	1,830	4/yr	1	quarterly	Service the storage building Pricing is per service, billed per month
MCSO - Saguaro Lake Aid Station - Building # 4501 Off Bush Highway Maricopa County, AZ	21	2,345	4/yr	1	quarterly	Pricing is per service, billed per month
North Scottsdale Environmental Services - Building # 4602 15023 N 75th Street Scottsdale, AZ 85260	24	8,915	12/yr	1	per month	Pricing is per service, billed per month
Adult Probation - Scottsdale - Building # 4608 8230 E. Butherus Scottsdale, AZ 85260	21	5,281	12/yr	1	per month	Pricing is per service, billed per month

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MCDOT New River - Building # 4808 41835 W. New River Rd. New River, AZ	21	4,231	12/yr	1	per month	Pricing is per service, billed per month
Animal Control Center - Building # 5105 2630 W. 8 Ave. Mesa, AZ 85201	32	25,913	12/yr	1	per month	Includes service to kennels Pricing is per service, billed per month
Usery Mountain Recreation Area (P&R) - Building # 5502 3939 Usery Pass Rd. Mesa, AZ 85207	17	5,024	12/yr	1	per month	Includes service to archery office & store, park headquarters maintenance compound Pricing is per service, billed per month
White Tank Mountain Park (P&R) - Building # 5701 NW of Phoenix 13025 N. White Tank Mountain Rd. Waddell, AZ 85355	12	1,890	12/yr	4	per month	Pricing is per service, billed per month
White Tank Library and outside fire pump room - Building # 5719 20304 W. White Tank Mountain Rd Waddell, AZ 85355	34	30,000	12/yr	1	per month	Pricing is per service, billed per month
Elections/MCSO Warehouse - Building # 6202320 W. Lincoln St. & 319 W. BuchananPhoenix, AZ 85003	39	77,300	12/yr	1	per month	(Includes service to MCSO Warehouse)Pricing is per service, billed per month
Elections - Building # 6205 510 S. 3rd Ave Phoenix, AZ 85003	29	50,840	12/yr	1	per month	Pricing is per service, billed per month
MCSO - Apache Lake Aid Station - Building # 6401 North of Apache Trail Maricopa County, AZ	21	1,084	4/yr	1	quarterly	Pricing is per service, billed per month
MCSO - Blue Point Ranger Station - Building # 6605 Off Usery Pass - Near Salt River REC Maricopa County, AZ	19	1,440	4/yr	1	quarterly	Includes service to includes 2 trailers & garage Pricing is per service, billed per month

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San Tan Mountain Regional Park - Building # 6701 6533 W. Phillips Road Queen Creek, AZ 85142	36	2,000	12/yr	1	per month	Pricing is per service, billed per month
McDowell Mountain Regional Park (P&R) - Building # 7027 16300 McDowell Mountain Park Rd. Fountain Hills, AZ 85264	29	2,600	12/yr	1	per month	Pricing is per service, billed per month
Glendale WIC - Building # 7036 5141 W. Lamar Rd. Glendale, AZ 85301	21	4,842	12/yr	1	per month	Pricing is per service, billed per month
HRP Visitor Center – Building #7801	70	4,890	12/yr	1	per month	Pricing is per service, billed per month
HRP Sangar Building – Building #7802	24	1,120	12/yr	1	per month	Pricing is per service, billed per month
HRP Guest House – Building #7803	15	700	12/yr	1	per month	Pricing is per service, billed per month
HRP Free Standing Restroom – Building #7807	20	290	12/yr	1	per month	Pricing is per service, billed per month
Parks and Recreation Headquarters Building #2507 41835 N. Castle Hot Springs Rd., Unit Ops Center, Suite #234, Morristown, AZ 85342	35	6,688	12/yr	1	per month	Pricing is per service, billed per month
GROUPS I - III: Use of Additional Equipment <i>List additional equipment for which there will be an hourly fee and the hourly fee:</i>					Hourly rate	
LIFT					pass thru/ price per job	
Bed Bug K9/ Heat treatment					pass thru/ price per job	
Burrow RX					price per job	

CITY WIDE PEST CONTROL INC

PRICING SHEET: NIGP CODE 91059

Terms: NET 30
Vendor Number: VC0000007893
Certificates of Insurance Required
Contract Period: To cover the period ending **March 31, 2023 2024.**

PEST CONTROL, TERMITE CONTROL, AND BED BUG SERVICES

1. INTENT

- 1.1 The intent of this Invitation For Bids is to award to the most responsive/responsible lowest bidder a contract to provide scheduled full maintenance pest control services for 1) pest preventative and control/eradication services, 2) termite control application, and 3) bed bug services for Maricopa County (County) sites for the Facilities Management Department (FMD) and other County departments.
- 1.2 This contract shall be divided into three groups:
 - 1.2.1 Group I: Pest Control Services (Preventative and Control/Eradication)
 - 1.2.2 Group II: Termite Control Services
 - 1.2.3 Group III: Bed Bug Services
- 1.3 Contractor must submit a bid for all services to be considered for award.
- 1.4 Other County departments may use this contract for pest control services, termite control services, and bed bug services. Facilities Management is not responsible for contract administration for services requested by other County agencies.
- 1.5 County's existing contracts, Serial #14088 Pest Control Services and Serial #FMD 20002 Bed Bug Services, will be terminated upon award of this contract.
- 1.6 Respondents to this solicitation shall identify a firm, fixed cost rate for all-inclusive preventive maintenance and fully burdened Time and Materials (T&M) hourly rates for work within the scope of this contract. Respondents will also respond with an hourly T&M rate for work outside the scope of this contract.
- 1.7 All work will be completed as preventative maintenance work or T&M work or project work. T&M and project work thresholds will apply as outlined in the scope of this contract. If the contract is awarded to a single vendor, all work priced below the T&M threshold may be performed as T&M work as negotiated with the County, in which case project work language will be removed at the time of contract award.
- 1.8 Contractor's primary point of contact for work performed will be the FMD. Other County departments may use this contract, however FMD is not responsible for payments for work performed under the direction of other County departments.
- 1.9 The County may inspect vendor facilities prior to award and reserves the right to make award based on the condition and quality of vendor facilities and equipment.
- 1.10 Other governmental entities under agreement with County may have access to services provided hereunder (see also Sections 3.9 and 3.10 below).
- 1.11 The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractor(s) are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.
- 1.12 County reserves the right to award this contract to multiple vendors. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

2. SCOPE OF SERVICES

- 2.1 The scope of services of this solicitation includes, but is not limited to supervision, labor, vehicles, equipment, tools, chemicals, materials, and all efforts necessary to perform the pest control specifications as described herein.
- 2.2 Work outside the scope includes any work not normally performed in the scope of this solicitation and that can be performed by the prime contractor.
- 2.3 Pest control services for lawns, trees, or shrubs, or any other landscape types, with the exception of services to exterior areas as described herein (e.g., Section 2.5.14.6), are considered to be outside of the scope of work.
- 2.4 The County reserves the right to solicit project price quotes, negotiate, and contract with another contractor for project work for out-of-scope and/or additional services herein that have estimated costs in excess of \$10,000, should it be more advantageous to the County to do so.

2.5 GROUP 1: PEST CONTROL SERVICES (Preventative And Control/Eradication)

2.5.1 Definitions

2.5.1.1 Full Maintenance Pest Control

Full maintenance pest control shall be defined as services provided by the contractor for the purposes of preventing and/or controlling/eradicating infestations of selected pests, as listed in Section 2.5.3, utilizing chemical and/or mechanical means, and applied to the interior and exterior of the structure on a weekly, semimonthly, monthly, or quarterly schedule, and if necessary, as often as needed to bring the infestation under control.

2.5.1.2 Scheduled Service

Scheduled service shall be service that is on an established schedule to perform pest control services, be they weekly, semimonthly, monthly or quarterly.

2.5.1.3 Non-scheduled Service

Non-scheduled service requests are those made due to the reoccurrence of pests, the need for work that is not on a schedule, or an emergency request.

2.5.2 Scheduled routine full maintenance pest control service shall be made available to the County during regular business hours, 6:00 a.m. to 6:00 p.m. MST, Monday through Friday, excluding County holidays.

2.5.3 Contractor shall include in the full maintenance pest control program the prevention, control and/or eradication of pests as indicated below, including, but not limited to:

2.5.3.1 Ants (with the exception of carpenter ants)

2.5.3.2 Cockroaches

2.5.3.3 Spiders

2.5.3.3.1 Contractor shall include removal of spider webs

2.5.3.4 Silverfish

2.5.3.5 Crickets

- 2.5.3.6 Earwigs
 - 2.5.3.7 Beetles
 - 2.5.3.8 Fleas
 - 2.5.3.9 Scorpions
 - 2.5.3.10 Ticks
 - 2.5.3.11 Midges
 - 2.5.3.12 Mice (~~as per preventative maintenance schedule; pest control for infestation shall be included as per Section 2.5.4 – Outside Scope of Work~~) (**preventative maintenance schedule shall include up to twice weekly site visits; section 2.5.4 – Outside Scope of Work shall be more than twice weekly service.**)
 - 2.5.3.13 Rats (~~as per preventative maintenance schedule; pest control for infestation shall be included as per Section 2.5.4 – Outside Scope of Work~~) (**preventative maintenance schedule shall include up to twice weekly site visits; section 2.5.4 – Outside Scope of Work shall be more than twice weekly service.**)
- 2.5.3 Outside Scope of Work: Work outside the scope of this solicitation, and excluded from the full maintenance pest control program, shall be offered at an additional cost (may be subcontracted with the approval of the County – See Section 4.19 Subcontracting) and shall be considered T&M work, and shall be priced per hour, plus materials, as line items on Attachment D - Pricing Page. **Hourly rate will be billable in quarter hour increments.** Additional services shall include prevention, control, and/or eradication of, but not limited to, the following:
- 2.5.3.14 Bees
 - 2.5.3.15 Birds
 - 2.5.3.16 Free-flying insects (flies, mosquitoes, gnats)
 - 2.5.3.17 Gophers
 - 2.5.3.18 Groundhogs
 - 2.5.3.19 Insects familiar to indoor plants
 - 2.5.3.20 Lizards
 - 2.5.3.21 Mice and/or rat infestation: Control of infestation, including checking for and removal of rodents and re-set of traps, and including **daily trap checks, as needed.**
 - 2.5.3.22 Moth flies
 - 2.5.3.23 Snakes
 - 2.5.3.24 Termites – tent fumigation only
 - 2.5.3.25 Wasps
 - 2.5.3.26 Wood destroying organisms (carpenter ants)
 - 2.5.3.27 Worms
- 2.5.4 Contractor shall not apply overtime charges for services within or outside of the scope of work. Contractor shall only price work as bid on Attachment D – Pricing Sheet.
- 2.5.5 Contractor shall apply liquid chemical, dry chemical, bating, glue boards, or a combination of control methods that are industry standards and in compliance with Arizona regulations, to prevent and/or control/eradicate infestation of pests, as

listed in Section 2.5.3 and Section 2.5.4, at each site listed on Attachment D - Pricing Page.

- 2.5.6 Contractor must employ a responsible method of pest control management with the least possible hazard to people, property, and the environment and the most judicious use of pesticides.
- 2.5.7 Resistance management practices must be utilized. Where baits are being used for rodents, the contractor must rotate the bait stations. Any trapped rodent will be removed by the contractor and new traps issued. No poisons of any kind will be used to control rodents without prior approval of the County.
- 2.5.8 Contractor shall treat all sites, both internally and externally, for all buildings located on the sites, and shall ensure that treatment is applied to the entire internal areas and external areas, as indicated herein.
- 2.5.9 INTERNAL TREATMENT: Contractor shall treat the entire internal floor(s)/stairwells as indicated:
 - 2.5.9.1 For buildings three stories or less, contractor shall treat the entire square footage of each building's internal floor working areas, including, but not limited to stairwells, lower levels, equipment rooms, equipment buildings, and any other buildings located at each site (some sites have multiple buildings).
 - 2.5.9.2 Contractor shall provide service to multi-leveled buildings (four stories or more) as follows:
 - 2.5.9.2.1 Treatment to floors LL through third floor, as well as associated stairwells (not to include stairwell above the highest floor treated), shall be all inclusive.
 - 2.5.9.2.2 Floors four through the top floor, shall **NOT** be treated on a regular monthly basis, with the exception that all restrooms, kitchenettes, break rooms, and common areas on each floor shall be treated on a monthly basis (exception: detention facilities shall be serviced as indicated herein).
 - 2.5.9.2.3 Although floors four through the top floor of multi-leveled buildings and garages are not serviced on a regular schedule, contractor shall service these floors, at no additional cost, should any of these upper floors become infested.
 - 2.5.9.2.4 Sheriff Detention facilities: Contractor shall service all floors.
- 2.5.10 EXTERNAL TREATMENT: Contractor shall treat all sites externally as indicated herein.
- 2.5.11 WEEKLY SERVICE, DETENTION FACILITIES
 - 2.5.11.1 Contractor shall service food preparation and service areas within a detention facility once per week. Food preparation areas shall be defined as kitchen areas where food is cooked and dishes are washed; eating areas shall be defined as those where food is served and consumed (areas to include detention kitchens and eating areas, both Maricopa County Sheriff's Office (MCSO) and Juvenile sites). Additionally, contractor shall service the detention warehouse where food is stored, the bakery, office areas, freezers, coolers, dried storage, and seating/table areas. Detention food preparation and service areas shall be separately

line item priced on Attachment D - Pricing Sheet, by location, and identified as **Detention Kitchen Areas**.

2.5.11.2 Detention kitchen areas are to be serviced in the specific time parameters as listed on the Pricing Sheet.

2.5.11.3 Contractor shall include service to external adjacent areas to detention kitchens, including, but not limited to the perimeters of loading docks, trash bin areas, and trash compactor areas.

2.5.12 SEMI-MONTHLY (2X MONTH) SERVICE

2.5.12.1 Contractor shall provide service to food preparation and service areas for non-detention kitchens/cafeterias twice per month (Excluded: break rooms and kitchenettes located in break rooms).

2.5.12.1.1 Food preparation areas shall be defined as the kitchen area where food is cooked and dishes washed, and shall include service to exterior trash bin areas.

2.5.12.1.2 Kitchen/cafeteria food service areas are defined as those where food is served and consumed. Seating/table areas shall be included in this service.

Contractor shall line item price separately on Attachment D - Pricing Sheet, by location, services for food preparation and services for kitchen/cafeteria food service areas.

2.5.13 MONTHLY SERVICE

2.5.13.1 Monthly Performance Schedule

2.5.13.1.1 Contractor shall perform monthly services for County office buildings at the onset of each month as indicated.

2.5.13.2 Contractor shall treat all sites (including all buildings located on a site) that are designated to receive monthly treatment, both internally and externally, as indicated

2.5.13.3 Monthly pest control services for insects shall be all inclusive for the various types of insects within a species, unless otherwise specified.

2.5.13.4 Contractor shall treat the internal floor area as indicated in Section 2.5.10 – Internal Treatment. However, if an infestation occurs, and the infestation is found to originate from an attic space, or a crawl space, or any other space within the facility up to and including, externally, 10-feet from the outside walls, the contractor shall be responsible to service these areas until the infestation is under control, at no additional cost.

2.5.13.5 Contractor shall provide monthly pest control service to all trash dumpster areas located on the site (exception: MCSO detention kitchen trash areas shall be serviced weekly).

2.5.13.6 Contractor shall provide exterior ground surface pest control to the exterior of buildings from the base of the outside building wall and extending 10 feet outward. Contractor shall include pest control service to the entire surface of the exterior walls, roof eaves, and window frames (excluding glass window surfaces), to a height not to exceed 10 feet on walls, and shall also provide pest control services to all entranceways

(both public and restricted) and all underside surfaces of exterior building canopies, regardless of height.

2.5.13.7 Contractor shall provide a T&M hourly rate for those services performed on an as-needed basis, including pest control services for all other areas not within the above parameters.

2.5.13.8 Exterior building wall voids (i.e., plumbing inlet voids, electrical inlet voids, utility inlet void, expansion voids, etc.) shall be brought to the attention of FMD staff. Contractor shall not be responsible for repair of exterior building wall voids.

2.5.14 FMD's contract compliance inspector (CCI), CCI's staff, or the using department may, on occasion, as per the contractor's established schedule, follow the contractor's technician to ensure contract compliance.

2.5.15 QUARTERLY SERVICE

2.5.15.1 Contractor shall service parking garages floors one through two, including stairwells and tunnels, once every three months.

2.5.15.2 Plumbing Chases

2.5.15.2.1 Some office buildings or detention facilities utilize plumbing chases – long narrow underground tunnels that contain plumbing, electrical, and other utility lines. The contractor shall be required to provide pest control service to this type of area on a quarterly basis.

2.5.15.2.2 The contractor will be notified by FMD staff as to which sites have these areas, if known.

2.5.15.2.3 If it is discovered a plumbing chase exists that was unknown before, the contractor shall add this site to their routine quarterly schedule at no additional cost.

2.5.16 PERFORMANCE SCHEDULE

Contractor shall pre-establish a performance schedule that shall incorporate any County specific service schedules given to the contractor at time of award. The contractor shall present the schedule to the County at the post-award meeting. The schedule shall contain the day of the month and the approximate time of the day the contractor's technician is to be on-site.

2.5.17 BUILDING SQUARE FOOTAGE

2.5.17.1 Approximate square footage of buildings to be treated is available on Attachment D - Pricing Sheet, under each site listing. Note that square footage figures are estimated.

2.5.17.2 Contractor may renegotiate with the County pricing based on approximate square footage within the first 90 days if actual footage is more than 10 percent different than the footage represented in Attachment D – Pricing Sheet.

2.5.18 SAFETY

Contractor shall use extreme caution when applying pest control chemicals in mechanical and equipment rooms to prevent the transfer of airborne chemicals to an office environment through the air handlers, and to prevent the ignition of

flammable chemicals due to chemicals being sprayed near or upon direct-fired boilers or open flame heaters.

2.5.19 UNSCHEDULED PEST CONTROL REQUESTS FOR FULL MAINTENANCE SERVICE

2.5.19.1 The contractor may be called by the County using department or FMD to perform unscheduled full maintenance pest control service for control/eradication of reoccurring insects as listed in Section 2.5.3. Contractor shall provide unlimited unscheduled pest control service in response to such requests at no additional cost to the County; such service is considered to be in-scope. There are no exclusions for additional charges.

2.5.19.2 Contractor must have personnel available and reachable by telephone 24 hours a day, 7 days a week, 365 days a year. In the case of a need for emergency service, should County be unable to speak with contractor within 30 minutes of request, County may source another contractor to perform the service, and the County will deduct the cost of such services from the contractor's monthly invoicing.

2.5.19.2.1 **NON-EMERGENCY UNSCHEDULED REQUESTS:** The contractor shall be on-site, during County's regular business hours, to perform unscheduled full maintenance pest control services within two hours after contractor receives said request, unless prior arrangements for response time have been made with FMD (or the requesting using department). The two-hour response time shall carryover to the next working day if call is made to contractor's office after 4:00 p.m. MST.

2.5.19.2.2 **EMERGENCY REQUESTS:** If the unscheduled request is an emergency, and service is required after-hours, or on weekends or holidays, the contractor shall be required to respond within the two hour response time in order to bring the infestation under control.

2.5.19.3 Failure to respond to an unscheduled request for service within the allotted time frame may result in the County sourcing another contractor to perform the service, in which case, the County will deduct the cost of such services from the contractor's monthly invoicing.

2.5.19.4 If deemed necessary by the contractor or the County, the infected area must be treated until the infestations become controlled. Wherever the infected area has manifested itself (for example, but not limited to, an attic, area between a suspended ceiling and the actual ceiling, a crawl space) the contractor shall be responsible to bring the pest under control.

2.5.19.5 In the event a method of pest control is ineffective, County may request that alternative chemical or treatment process be implemented, and such implementation shall take place at no additional cost to the County. A treatment shall be deemed ineffective if two consecutive treatments have failed to control a pest. The decision to change treatment methods shall be at the option of FMD or the using department. If requested to change methods, the contractor shall reevaluate the chemicals used, upgrading or changing treatment as required. The County must pre-approve all changes in treatment.

2.5.20 BILLABLE SERVICES

Requests for unscheduled pest control services for pests listed in Section 2.5.3, with the exception of unscheduled service for control/eradication of reoccurring insects described in Section 2.5.20 – Unscheduled Pest Control Requests for Full Maintenance Service, shall be a billable charge to the requesting County department. The contractor will be notified of the infestation and must provide a written price quote addressed to the requesting department (Exceptions: Emergencies: In the case of an emergency, a verbal quote is sufficient). The quote price shall be dependent on the size of the infestation and the type of treatment required.

2.5.21 RODENTS/GOPHERS/GROUNDHOGS

The control and eradication of rodents (infestations of mice and rats), gophers, groundhogs, bats, and other types of critters is considered out-of-scope and shall be priced per hour, plus materials, as a line item on Attachment D – Pricing Sheet.

2.5.22 PEST CONTROL PRODUCTS USED BY THE CONTRACTOR

2.5.22.1 Contractor shall, whenever possible, use non-pesticide methods of pest control.

2.5.22.2 If the use of pesticide is necessary, contractor shall use of the least hazardous materials, most precise application technique, and minimum amount of pesticide necessary to achieve control.

2.5.22.3 Contractor shall use low odor chemicals at all times.

2.5.22.4 Contractor shall not store any chemicals nor leave any chemicals unattended at any time on Maricopa County premises.

2.5.22.5 Contractor shall be responsible for any damage to people or property caused by the USE or MISUSE of chemicals, or by any action of the contractor's employee(s).

2.5.22.6 Contractor shall use caution when applying liquid treatment to floors, baseboards, etc., so that the treatment is contained in the smallest possible area and is not applied to surfaces of interior walls, furniture, etc.

2.5.22.7 All pesticides used, and their application, shall be in conformance with regulations of the State of Arizona Office of Pest Management, chemical manufacture's recommendations, Arizona Revised Statutes, and all applicable Federal, state, and local regulations.

2.5.22.8 **Contractor shall submit at the post award meeting, Safety Data Sheets (SDS)** for all chemicals and bait traps used to carry out the specifications herein. If a chemical is changed, the Contractor must provide the County with the new SDS sheet.

2.5.22.9 Contractor agrees to change chemicals if such chemicals are found to be ineffective or offensive to employees working in treated areas, and to provide written notice of such change to the County, along with updated SDS sheets, at no additional cost to the County.

2.6 GROUP II: TERMITE CONTROL SERVICES

2.6.1 SUBTERRANEAN TERMITE TREATMENT

- 2.6.1.1 Post-construction, contractor shall apply soil treatment at interior and exterior of perimeter walls, for subterranean termites. Pricing shall be based on a cost per linear foot.
- 2.6.1.2 Contractor shall employ both angle drilling and down drilling techniques for termite control post-construction. Contractor's drilled holes shall be 10 inches to 14 inches apart. Contractor shall securely plug all drilled holes with a nonporous non-cellulose material.
- 2.6.1.3 Contractor shall treat all structure penetrations (plumbing, ducts, soil, etc.), and shall treat and patch all known cracks. In addition to treating the exterior of the perimeter walls, contractor shall drill and treat all internal load-bearing walls. Contractor shall plug all drilled holes made on the interior of a structure, whether through tile, terrazzo, carpet, etc.
- 2.6.1.4 Sites that are under a termite warranty may have the soil's chemical protective barrier broken due to minor maintenance/repairs. If this does occur, the contractor shall be notified and the contractor shall retreat the disturbed area at no additional cost to the County, while the site is under warranty or an extended warranty (see Section 2.6.4 -Termite Control, General Warranty).

2.6.2 DRY WOOD TERMITE TREATMENT

- 2.6.2.1 Minimum standards shall be determined by compliance with pesticide manufactures' recommendations, if any, and established usage, procedure, and acceptable industry practices prevailing in the state at the time such work was performed. Due to the nature of the treatment process for dry wood termites (i.e. walls top to bottom, ceilings, etc.), pricing shall be project driven.
- 2.6.2.2 Contractor shall utilize two types of treatment control for post-construction dry wood termites: Tent fumigation and liquid treatment.
 - 2.6.2.2.1 Tent fumigation shall be used for active infestations, or if there is doubt about the scope of the infestations, followed by a liquid treatment.
 - 2.6.2.2.2 Liquid treatment shall be used for localized infestations.
- 2.6.2.3 Contractor shall apply termiticide only in specific quantities, strengths, and dosages as recommended on the product label, unless otherwise prescribed by State of Arizona Office of Pest Management rule or order.
- 2.6.2.4 Contractor shall make yearly inspections at sites that have been treated for evidence of active infestation regardless of previous preventive measures, and reports shall be supplied to the County as to the contractor's findings. If infestations are discovered within the warranty period, contractor shall apply re-treatment as recommended by the termiticide manufacturer at no additional charge to the County.

2.6.3 TERMITE CONTROL SERVICES OUTSIDE THE SCOPE OF WORK

Contractor may perform services outside the scope of work upon the approval of the County, and such services shall be billed using the hourly T&M rate for work performed outside the scope of services indicated on Attachment D - Pricing Sheet. **Hourly rate will be billable in quarter hour increments.** Termite control services outside the scope of work are any services not required herein, for example, but not limited to, termite control via fumigation method (tenting).

2.6.4 TERMITE CONTROL, GENERAL WARRANTY

2.6.4.1 All termite control performed shall be warranted for one year against reoccurrence, invasion, or propagation of dry wood and/or subterranean termites; damage to building contents caused by termites; and repairs to building or building contents. Line pricing for subterranean termite treatment and project pricing submitted for dry wood termite treatment shall include a 12-month warranty.

2.6.4.2 Contractor shall include in Attachment D - Pricing Sheet a separate line item to cover the cost of extended warranties after the initial warranty has expired.

2.6.4.3 Re-treatment shall be at the expense of the contractor while under warranty.

2.7 GROUP III: BED BUG SERVICES

2.7.1 All County requests related to removal of bed bugs are EMERGENCY requests. Contractor shall respond within two hours of receipt of a service request, regardless of the time of day, and regardless of requests being made AFTER HOURS or on a WEEKEND or HOLIDAY.

2.7.2 Contractor shall provide a certified/experienced bed bug exterminator to thoroughly inspect the entire area/dwelling to determine the extent of bed bug problem and the appropriate treatment needed to eradicate bed bugs and prevent subsequent infestation.

2.7.3 Contractor shall have a certified/experienced K-9 to assist with finding bed bugs.

2.7.4 Contractor shall have experienced technicians and equipment to provide bed bug services of affected areas including, but not limited to, those for:

2.7.4.1 chemical (insecticide) treatments

2.7.4.2 heat treatment (electric and/or propane) (130 degrees for a minimum of four hours)

2.7.4.3 steam application

2.7.4.4 freeze treatment of infested items

2.7.4.5 application of residual insecticide as a preventative

2.7.4.6 fumigation

2.7.5 Contractor shall avoid disposal of property as a pest control method. Disposal of property shall be preapproved by the County and be conducted in accordance with best practice recommendations from NPMA. Should disposal of infested materials be necessary, steps should be taken to minimize the likelihood of spreading bed

bugs in accordance with applicable laws or ordinances for discarding bed bug-infested items.

2.7.6 BED BUG SERVICE CONTRACTOR REQUIREMENTS

2.7.6.1 Bed bug service contractor shall:

2.7.6.1.1 Provide bed bug services safely and efficiently in keeping with National Pest Management Association's (NPMA) best management practices.

2.7.6.1.2 Remain current on the rapidly evolving technology of managing bed bugs.

2.7.6.1.3 Provide County with documentation about all proactive or remedial treatment, including the presence or absence of bed bug evidence, potential for infestation, etc.

2.7.6.2 Before beginning service, contractor shall provide the following information in writing to FMD (or the requesting department):

2.7.6.2.1 The cost of service, including fees for necessary additional services

2.7.6.2.2 The kind of service to expect, including, but not limited to:

2.7.6.2.2.1 Details of the service, including information about tools, methods, and tactics to be used

2.7.6.2.2.2 Specific area(s) to be serviced

2.7.6.2.2.3 A proposed schedule for completion of services, including anticipated number of visits and estimated length of time until successful control

2.7.6.2.2.4 Description of client responsibilities, including detailed instructions about preparation for service and obligations/instructions to keep the site in a condition that does not promote future bed bug infestations

2.7.6.2.2.5 Realistic expectations, including obstacles to success such as lack of client cooperation, the potential for bed bug reintroduction following treatment, etc.

2.7.7 CLIENT EDUCATION

2.7.7.1 Contractor shall provide education regarding bed bugs and bed bug services to their clients and prospective clients to ensure that client expectations are reasonable. Education shall include, but is not limited to:

2.7.7.1.1 Basic identification, biology, and habits of bed bugs

2.7.7.1.2 Why bed bug infestations can be difficult to detect and to eliminate

2.7.7.1.3 Techniques for preventing future bed bug introductions

2.7.7.2 Contractor shall educate clients as to specific actions that might be required from the client including, but not limited to:

2.7.7.2.1 Providing contractor with authorization and cooperation for services and access to areas of possible infestation, authorization, and cooperation for service, including:

2.7.7.2.1.1 Reducing clutter, laundering clothing, making repairs, etc.

2.7.7.2.1.2 Not removing items known to be or suspected of being infested from the treatment site.

2.7.7.3 Client education about bed bugs and bed bug services shall start during the initial contact with the client and shall continue throughout the service process using tools such as:

2.7.7.3.1 Verbal communication

2.7.7.3.2 Handouts, including links to online resources

2.7.7.3.3 Website information

2.7.7.3.4 Status reports on services performed and next steps

2.7.7.3.5 Meetings

2.7.7.3.6 Staff training sessions

2.7.7.3.7 Status reports on services performed and next steps

2.7.7.4 FMD Contract Compliance Inspector will recommend that property managers:

2.7.7.4.1 Inform occupants of surrounding units that a neighboring unit has bed bugs

2.7.7.4.2 Educate the occupants of surrounding units about bed bugs, including recognition and prevention

2.7.7.4.3 Allow follow-up inspections of surrounding units until bed bugs have been eliminated

2.7.8 BED BUG SERVICES OUTSIDE THE SCOPE OF WORK

Contractor may perform bed bug services outside the scope of work upon the prior approval of the County, and such services shall be billed using the hourly T&M rate for work performed outside the scope of services indicated on Attachment D - Pricing Sheet. **Hourly rate will be billable in quarter hour increments.** Bed bug control services outside the scope of work are any services not required herein.

2.8 CONTRACTOR PERFORMANCE REQUIREMENTS

2.8.1 Unless pre-approved by FMD, all work shall be performed by one service technician. If needed, contractor may dispatch a helper (laborer) to aid the technician. Any additional technicians or helpers needed for a specific job must be pre-approved by the County. The invoice shall be notated with pre-approval, for example, "extra technician pre-approved by 'person's name'."

- 2.8.2 Contractor(s) shall not make any changes to the equipment specifications, method of fabrication, or other requirements without the express prior written consent of the County. Any proposed changes shall be presented to the assigned County contact prior to the change taking effect (contact information will be provided on purchase orders).
- 2.8.3 Contractor(s) shall utilize only original equipment manufacturer (OEM) parts, as recommended by the equipment manufacturer, for replacement or repair, and use only those materials obtained from and/or recommended by the equipment manufacturer(s) unless pre-approved in writing by the County.
- 2.8.4 Contractor(s) shall coordinate all work schedules with the County before beginning any work which requires a utility outage or outage of equipment. Outages shall be arranged with the County in advance, if possible, and such work shall only be performed during County-approved times. The County must be notified immediately if any equipment is mistakenly taken out of service.
- 2.8.5 Failure to perform
 - 2.8.5.1 Should contractor fail to perform services as required herein, contractor shall have two hours from notification of such failure to provide contracted services as required.
 - 2.8.5.2 Failure to provide services as scheduled or improper execution of required pest control services may result in a penalty of \$100 per failure of service, to be withheld from payment to contractor against contractor's monthly invoicing, or to be billed to the contractor if penalty exceeds amount owed to the contractor.
 - 2.8.5.3 In the event that services are not performed as required herein, contractor may receive a Notice to Cure; should contractor fail to perform services as required within 10 business days of Notice to Cure, contract may be terminated as per Section 4.16.2.
 - 2.8.5.4 Should the contractor fail to perform services as required herein, County may choose to terminate the contract as per Section 4.17 – Termination for Default.

2.9 CONTRACTOR QUALIFICATIONS

- 2.9.1 Contractor(s) shall have a minimum of five years of experience in the pest control and/or termite control business, and shall be familiar with specified requirements and methods needed for proper performance of this contract.
- 2.9.2 Contractor(s) shall employ a minimum of 10 technicians dedicated solely to providing County services, who are qualified to perform all work and to adequately service County facilities, and who have the appropriate licensing and experience to perform needed services.
- 2.9.3 Contractor's technicians shall have a minimum of three years' experience. and shall be have the certification necessary to perform the work listed in the Scope of Services.
- 2.9.4 Pest Control License
 - 2.9.4.1 Contractor shall be responsible to procure and maintain all required licenses and permits when and where applicable. Contractor must comply with all Arizona statutes, and must hold a current State of Arizona Office of Pest Management License, Category Class B-1 - General Pest Control.

2.9.4.2 **Contractor's license shall be registered to the contractor**, and not subcontracted to another contractor. Proof of current licensing must accompany bid package.

2.9.4.3 Contractor's technical applicators must be certified by the Structural Pest Control Commission. Copies of current state licensing and certification of staff applicators shall accompany bid package and be updated annually.

2.9.4.4 Termite Control License

2.9.4.4.1 Contractor shall, in addition to acquiring a B-1 General Pest Control license and all licensing requirements as stated in 2.8.4.1 through 2.8.4.3, be responsible to procure and maintain both of the following classes of licensing:

2.9.4.4.2 Class B-2 - Wood Destroying Pests

2.9.4.4.3 Class B-4 - Fumigation Control

2.9.5 Contractor(s) must maintain a minimum of ten adequately stocked service vehicles. Proof of such must accompany the bid packet and will be inspected prior to award.

2.9.6 Contractor(s) shall comply with all other requirements listed in the Scope of Services.

2.10 CONTRACTOR REQUIREMENTS

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

2.10.2 Contractor and contractor's personnel may be required by the County to wear (at all times) a face mask/face covering while working in any County-owned or -leased facilities, and prior to entering or when on any Maricopa County facility, property, building, or structure. Contractors who do not adhere to County policy regarding the wearing of face masks/coverings will not be permitted to enter Maricopa County facilities, properties, buildings, or structures. The County is not responsible for providing face masks or face coverings. Failure of contractor or contractor's personnel to wear a face mask/covering as directed by the County will result in the County sourcing another contractor to perform the service, in which case, the County will deduct the cost of such services from the contractor's monthly invoicing.

2.10.3 English Speaking Requirement

2.10.3.1 The contractor's job supervisor, technicians, and additional personnel as deemed necessary by the FMD, must be literate and fluent in the English language. There is to be at least one person or more, and as directed by FMD, on each pest control visit, who can speak, read, and write English. This is not meant to require that all contractor personnel speak, read, and write English. Most tasks may require only the job supervisor, technical staff leader, or field technician to speak, read, and write English. This requirement is necessary due to the following reasons, which include, but are not limited to:

2.10.3.1.1 Warnings of emergencies and hazards

2.10.3.1.2 Preparation of reports as specified

- 2.10.3.1.3 Communication with County personnel and tenants
- 2.10.3.1.4 Due to the significance of the above listed reasons, the English requirement is to enhance communications between the contractor representatives and County staff, and between the contractor representatives and the public.
- 2.10.4 Contractor shall submit evidence of ability to provide and maintain, during the entire period of this contract, all labor, supervision, materials, tools, and equipment sufficient in number, condition, and capacity to efficiently perform the work and render the services required by this contract.
 - 2.10.4.1 Contractor shall provide evidence of appropriate labor and supervision (including technicians) by listing personnel and their qualifications (experience and licensing) in **Attachment E – Personnel Qualifications, which shall accompany the bid packet and shall be maintained throughout the contract.**
 - 2.10.4.2 Contractor shall provide evidence of their ability to furnish equipment needed to execute the requirements of the contract by providing, with their bid packet, a listing of major tools, vehicles, and equipment using **Attachment F – Equipment Listing.**
- 2.10.5 Contractor(s) shall provide, at a minimum, the following owned or rented equipment and respond with hourly rate for use of such on Attachment D – Pricing Sheet:
 - a. Lift
 - b. Other equipment as listed on Attachment D - Pricing Sheet
- 2.10.6 Contractor shall be responsible for obtaining and transporting equipment to and from the job site. In this regard, the contractor shall:
 - 2.10.6.1 Ensure that its employees that are assigned to perform the work carry their own tools of the trade or are provided with tools normally carried by the trade on the job site. “Tools of the trade” are generally considered to be vehicles, tools, and equipment (e.g. hand tools, power tools, pickup trucks, vans, ladders, scaffolding, etc.) that are normally used in the course and scope of the contractor’s business and that should be a part of a qualified contractor’s inventory. Costs related to the acquisition, use, or maintenance of tools of the trade should be included as a part of the contractor’s fully-burdened hourly labor rates and are not, under any circumstances, to be separately or directly billed to County under this contract.
 - 2.10.6.2 Arrange for lease or rental of any special tools and equipment needed to perform the work. “Special tools and equipment” are considered to be tools and equipment (e.g. cranes, towed air compressors, dumpsters with associated tipping fees, etc.) that are not typically maintained in a contractor’s inventory, but that are leased or rented when needed for a specific project/job. Charges for lease or rental of special tools and equipment with associated mark-up may be directly billed to County provided that the contractor clearly identifies these items in advance as a part of their proposal to perform the work. Charges for lease or rental of special tools and equipment with associated mark-up that have not been identified in advance as a part the contractor’s proposal to perform the work may not, under any circumstances, be separately or directly billed to County under this contract.

- 2.10.6.3 Ensure that all vehicles, tools, and equipment are appropriately licensed, as applicable, are in good operating condition, capable of rendering efficient, economical, and continuous service, and are equipped with necessary and required safety devices in accordance with State and Federal laws. While the County reserves the right to inspect any equipment for compliance with these requirements regarding condition, this does not relieve the contractor of the obligation to furnish conforming equipment. If any equipment is found to be deficient or non-conforming, the County shall so notify the contractor who shall immediately take action to place the equipment in good operating condition at his own expense. If the contractor does not take corrective action within a reasonable time, the County may require the immediate removal and replacement of the deficient equipment at the contractor's expense.
- 2.10.7 The contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per scope of work presented.
- 2.10.8 The contractor shall perform the work in such a way as to minimize disruption to the normal operation of the County site and building occupants.
- 2.10.9 Upon completion of work, the contractor shall clean and remove from the job site all disturbances (e.g. loose dirt, dislocated gravel, removed vegetation, footprints, old asphalt/concrete, etc.), debris, materials, and equipment associated with the work performed. County property shall be restored to the same condition as prior to start of the job.
- 2.10.9.1 If, upon County inspection, it is found that the contractor failed to adequately clean up the site (meaning to the County's satisfaction) after work has been performed, the County will notify the contractor and the contractor will have 24 hours to clean. Should the contractor fail to clean a site to the County's satisfaction, the County reserves the right to make other arrangements to have the area cleaned, and the cost of such work shall be offset from any monies due the contractor. Costs of such work that exceed the amount of monies due the contractor shall be the responsibility of the contractor and shall be billed to the contractor.
- 2.10.10 The contractor shall perform all services in such a manner that County property is not damaged.
- 2.10.10.1 In the event damage occurs to County property or any adjacent property due to any services performed under this contract, the contractor shall immediately notify the County representative about the damages and shall replace or repair the same at no cost to the County within 48 hours of notifying the County, or by a deadline approved by the County.
- 2.10.10.2 If damage caused by the contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the contractor. Costs of such work that exceed the amount of monies due the contractor shall be the responsibility of the contractor and shall be billed to the contractor.
- 2.10.11 The contractor shall utilize only experienced, responsible, and capable people in the performance of the work. The County may require that the 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 Maricopa County.
- 2.10.12 Contractor(s) must have a business facility within 50 miles of 401 W. Jefferson Street, Phoenix, AZ 85003.

2.10.13 The County may inspect contractor facilities prior to award and reserves the right to make award based on the condition and quality of contractor facilities and equipment.

2.10.14 Contractors bidding on this solicitation may visit worksites to determine conditions that would affect prices and work performance. As some sites do have internal restrictions, it may be necessary for a site visit to be scheduled.

2.10.14.1 The County may require all contractors and site-visit attendees to wear (at all times) a face mask/face covering in any County-owned or -leased facilities, prior to entering, or when on any County facility, property, building, or structure to avoid the potential transmission of COVID-19. Attendees who do not adhere FMD requirements will not be permitted to visit the site or enter Maricopa County facilities, properties, buildings, or structures. Maricopa County is not responsible for providing face masks or face coverings.

2.10.15 All vehicles used by contractor, including personal transportation vehicles, shall be clearly identified with the name of the company on each side of the vehicle. The letters shall be of such size that they are distinguishable at a reasonable distance.

2.10.16 All employees of the contractor shall wear a company uniform identified with the company name/logo and consisting of a minimum of one of the following:

- Shirt/blouse
- Vest
- Cap

2.10.17 Only authorized employees of the contractor are allowed on Maricopa County work sites. 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 the contractor.

2.10.18 All work must comply with Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), and any state, County, or local regulations in effect at each service location. Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, state, County, and municipal governments pertaining to safety on the job site. If the contractor is found not to be in compliance with Federal, state, County, and/or municipal safety rules, ordinances, policy, procedure, or codes, the County may, in accordance with the "Suspension of Work" clause of the contract, suspend the work without cost to the County until such non-compliant issues are rectified to the satisfaction of the using agency. Continued non-compliance may result in termination of the contract.

2.10.19 County may conduct audits and performance reviews throughout the term of a contract to ensure contract compliance by the contractor.

2.11 HOURS OF SERVICE

2.11.1 Regular hours are between the hours of 6:00 a.m. and 6:00 p.m., MST, Monday through Friday, excluding County holidays.

2.11.2 After hours are between the hours of 6:00 p.m. and prior to 6:00 a.m., MST, Monday through Friday.

2.11.3 Weekends are anytime on a Saturday or a Sunday.

2.11.4 Holidays are County holidays.

- 2.11.5 The Facilities Management Parts Warehouse is open for deliveries between the hours of 7:00 a.m. to 3:00 p.m. MST, weekdays, except for County holidays.
- 2.11.6 Due to the nature of work in public buildings, FMD will dictate during what service hours the contractor shall provide services.
- 2.11.7 Contractor shall provide telephone access 24 hours per day, 7 days per week, 365 days per year, and respond to a call for services within 30 minutes of receipt of a service request received via phone or email.
- 2.11.8 Services shall be available 24 hours per day, 7 days per week, 365 days per year.
- 2.11.9 During regular hours, after hours, weekends or holidays, contractor shall respond to non-emergency calls, arriving on-site to begin work within two hours of receipt of a service request unless prior alternative arrangements have been made for a later date/time with the County per the work order or notice to proceed.
 - 2.11.9.1 The two-hour response time for non-emergency calls shall carry over to the next working day if called into contractor's office after 4:00 p.m. MST. The contractor will be required to begin work by 8:00 a.m. MST the following day.
- 2.11.10 Contractors shall respond to emergency service requests immediately and report on-site to begin work within two hours of an emergency service call request regardless of the day, time of day, or whether the call takes place on a weekend or holiday.

2.12 REMOVAL OF CONTRACTOR'S EMPLOYEES

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

2.13 FIELD SERVICE REPORTS (PEST CONTROL ONLY)

- 2.13.1 Contractor's technical staff is to use a field service report (or a facsimile thereof) that contain a minimum of the following:
 - 2.13.1.1 Site name
 - 2.13.1.2 Building number (As example, 3311-FMD Building)
 - 2.13.1.3 Site address
 - 2.13.1.4 Month/week (with year) service is being performed
 - 2.13.1.5 Last service date
 - 2.13.1.6 Time-in and time-out for service work (Standard time only)
 - 2.13.1.7 Action taken by technician
 - 2.13.1.8 Materials used and percentages
 - 2.13.1.9 Technicians' signature along with a legibly printed name
- 2.13.2 Signature and legibly printed name from site administrator, supervisor, or FMD representative, indicating work has been performed.
 - 2.13.2.1 Note: **Signatures from employees, security guards, receptionists, etc. are not acceptable.** The signature must be a departmental administrator, departmental supervisor, facilities maintenance officer, CCI, or CCI's staff, and must be identified as such.
- 2.13.3 At the end of each month, the field service reports must be sorted by ascending building number and submitted with the contractor's invoice to the County.

2.14 BUILDING ACCESS

- 2.14.1 The contractor may be provided access to County facilities at the discretion of FMD. Keys, badges, or access cards will be provided per the following guidelines:
- 2.14.1.1 contractor employees may sign out a set of keys (all looped on a single key ring) upon arrival at site, and must turn in the key set at the end of the day or after completion of duties (as arranged with the County) unless they are issued a permanent key; or
 - 2.14.1.2 permanent keys may be provided to contractor employees on a case-by-case basis; or
 - 2.14.1.3 badges or access cards may be provided to contractor employees for access to the job site.
- 2.14.2 Should an employee leave the contractor's workforce, contractor shall immediately notify the County and all keys, badges, and access cards must be returned to the County.
- 2.14.3 The contractor shall notify the County within 24 hours if any keys, badges, or access cards are lost, misplaced, stolen, or otherwise not within the contractor's control.
- 2.14.4 Once this agreement is complete, expired, or terminated, the contractor shall immediately return all keys, badges, or access cards to the County.
- 2.14.5 Failure to comply with these requirements may result in the contractor being assessed the cost of replacing keys, badges, or access cards and any associated cost to ensure the security of County facilities including, but not limited to, re-keying the entire building at the expense of the contractor.

2.15 TIME AND MATERIALS WORK, PROJECT WORK, AND PREVENTATIVE MAINTENANCE

2.15.1 Time and Materials Work

- 2.15.1.1 Cost estimates for work, which will not constitute a firm fixed quote, may be requested from contractors by County project managers. Work with estimated costs **below \$10,000** may be performed either as T&M work or may, at the County's option, be bid among the contractors awarded in the contract.
- 2.15.1.2 The County reserves the right to adjust the **\$10,000** T&M threshold if such adjustment is deemed to be in the County's best interest.
- 2.15.1.3 Regardless of value, repairs may be completed under a T&M work designation except when it is deemed in the County's best interest to bid among contractors awarded in the contract.
- 2.15.1.4 Contractor will price T&M services at the contractor's "most favored customer" pricing/discounts under similar conditions (e.g. order sizes, types, complexities, geographical regions, etc.). Contractors will provide County with a full breakdown estimate of pricing prior to County issuance of a work order/project number.
- 2.15.1.5 T&M hourly labor rates shall include all wages, indirect costs, overhead, profit, coordination time, general and administrative expenses, and profit. Fractional parts (15-minute intervals) of an hour shall be payable on a prorated basis.

- 2.15.1.6 All T&M work shall only require the County to issue a work order/project number to a contractor as authorization to proceed. The work order/project numbers shall be included on the vendor invoice.
- 2.15.1.7 T&M repairs may take place in response to emergency calls. Contractor must have availability for 24/7 emergency T&M response.

2.15.2 Project Work

- 2.15.2.1 Project work shall mean work performed, which, in the best interest of the County, would be more advantageous to be performed as "all inclusive," as opposed to time and materials. The contractor assigned to this contract shall be provided a request for project quote containing a detailed scope of work or shall meet with the County agency, discuss what needs to be done, and present the County with a written quote.
- 2.15.2.2 Project work shall be work that has been planned and has estimated costs **in excess of \$10,000**. The County reserves the right to adjust the **\$10,000** project threshold if deemed in the County's best interest.
- 2.15.2.3 A submitted project price quote is to be all-inclusive. That is, any cost overruns to be absorbed by the contractor, or cost savings to be additional profit for the contractor. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change order requests to a project must be in writing, referencing the contract serial number, and must be approved by FMD (or County user agency if request was made by them) prior to any authorization to proceed. The contractor who fails to acquire approved change orders in writing runs the risk of incurring these additional costs without payment.
- 2.15.2.4 The County may choose to negotiate with the contractor. The responding contractor shall be required to submit all back-up documentation (line item material costs, labor hours with rates, etc.) to the FMD project manager within three business days of a request. This documentation shall include all subcontractor documentation. If an agreement cannot be reached between the County and the contractor, either party may terminate the discussions and the County may seek to re-bid and/or deliver the project through other procurement options.
- 2.15.2.5 Upon project completion, contractor will provide County with a closeout package containing documents that County has identified in the in the project bid. Requested documents may include, but are not limited to, warranty letters, product list, operation and maintenance manuals, and a vendor list.

2.15.3 Preventative Maintenance Service

- 2.15.3.1 All Preventative Maintenance (PM) shall be performed in accordance with industry standards and manufacturer recommendations.
- 2.15.3.2 Repairs may be initiated during PM service with permission of the County. Contractor shall advise the County of the need for repairs and a separate work order may be issued if work is approved.
- 2.15.3.3 PM and/or repair work shall be billed individually (per work order) and not bundled together on an invoice.
- 2.15.3.4 PM shall be performed according to a schedule as issued by FMD. A general schedule has been supplied on Attachment D - Pricing Sheet.

2.16 ALLOWABLE PASS-THROUGH COSTS UNDER TIME AND MATERIALS WORK (WITH MARK-UP)

2.16.1 Authorized costs which are not listed on the pricing page shall be paid for by the contractor and invoiced to the County. Supporting documents for any allowable pass-through cost shall accompany each final invoice. All pass-through supporting documents must be itemized for labor, materials, and taxes. The following fees will be allowed a **five percent** administrative mark-up:

2.16.1.1 Equipment and tool rentals for unique County requirements: Pricing will be charged at the rate specified in the bidder response (per project or T&M job) with NO MARK-UP. Tools or equipment rented or charged on a per use basis by contractors while conducting County business shall be approved by the County in advance of work being performed.

2.16.1.1.1 Operating costs for rented equipment, which include a condition that equipment only be operated by an employee of the rental company, are allowable at the operator rate designated by the rental company. Rental/Operating costs shall be paid by the contractor and invoiced to the County.

2.16.1.2 Permits: Any permits related to the performance of County work shall be obtained by the contractor. Permit costs shall be paid by the contractor and invoiced to the County.

2.16.1.3 Dump fees: Any dump fees incurred by the contractor related to work performed for the County shall be paid by the contractor and invoiced to the County.

2.17 TRIP CHARGE

2.17.1 One-time trip charges of \$50 (one charge per work order) are permitted when Time and Materials work is requested at the following sites only:

2.17.1.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon, and Saguaro)

2.17.1.2 County offices located in Gila Bend, AZ

2.17.1.3 County offices located in Buckeye, AZ

2.17.1.4 County offices located in Aguila, AZ

2.17.2 Only one trip charge may be charged per service call.

2.17.3 If contractor arrives on a work site and is unable to locate a County representative familiar with the work or is unable to gain access to the work site, the contractor may only bill for a trip charge. Contractor is not authorized to incur, nor will the County accept billing for any labor charges when contractor does not perform any service at a work site.

2.18 DEAD END CHARGE

If the contractor is unable to locate a County representative familiar with scheduled work or is unable to gain access to the work site, the contractor shall call the County Boiler Room (602-506-3310). A boiler room technician will give the contractors further instruction at the time work is to be performed. If the contractor is delayed or turned away after receiving further instructions from the boiler room technician, a \$50 building access trip charge shall be authorized by the County.

2.19 CANCELLATION COST

Any scheduled work cancelled without a minimum of 48 hours prior notice to the County will be rescheduled with the contractor and is subject up to a 25 percent reduction of the cost to the County.

2.20 ABESTOS AND HAZERDOUS CONDITIONS ABATEMENT

2.20.1 Contractor shall notify the County immediately of any concerns regarding asbestos or other hazardous conditions.

2.20.2 Any asbestos or other hazardous conditions discovered on the site that would impact the repairs must be abated through a licensed asbestos (or other hazardous condition) abatement contractor who must provide County with air quality and disposal certificates. Abatement subcontracting can be coordinated either by the contractor or the County.

2.21 SALVAGE

Salvage and trade-in rights shall be evaluated on a project-by-project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from the County. If contractor is given salvage rights, salvageable materials shall be removed daily. On-site storage of contractor's salvaged materials is not permitted.

2.22 TECHNICAL AND DESCRIPTIVE SALES LITERATURE

Contractor shall provide copies of its sales literature and brochures and copies of any manufacturer's technical and/or descriptive literature regarding the material(s) the contractor proposes to provide. Literature shall be sufficient in detail to allow for full and fair evaluation of the material(s) submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

3. PURCHASING REQUIREMENTS

3.1 ACCEPTANCE

Upon completion, services shall be deemed accepted and the warranty period shall begin. Successful service delivery shall be defined as a) material(s)/equipment is installed (as necessary) and fully operational; and b) the department has deemed all service/work completed, including but not limited to any inspection, repair, installation, design, development, deployment, operation, and initial training, (as applicable). Additionally, all documentation shall be completed prior to final acceptance.

3.2 WARRANTY

3.2.1 All services furnished under this contract shall conform to the requirements of this contract.

3.2.2 Service and/or Repair Warranty

3.2.2.1 The warranty shall cover all parts and labor for a period of one year from formal acceptance by the County. Any manufacturer warranty beyond one year shall be passed on to the County.

3.2.2.2 Contractor shall indicate on the price sheet the duration of the warranty and any applicable limitations or conditions which may apply.

- 3.2.2.3 Contractor agrees that it will, at its own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. Contractor shall guarantee the services to be supplied comply with all applicable regulations.

3.3 USAGE REPORT

Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit of measure.

3.4 BACKGROUND CHECK

Bidders/proposers need to be aware that they may be required to pass multiple background checks (e.g. Sheriff's Office, County Attorney's Office, Courts, as well as County general government) to determine if the respondent is acceptable to do business with the County. This applies to, but is not limited to, the company, subcontractors, and employees.

3.5 INVOICES AND PAYMENTS

- 3.5.1 Payment terms will be calculated based on the date a properly completed invoice is received by the County.

- 3.5.2 Contractors shall provide the County with invoices no later than 14 days after services and delivery of goods are completed and accepted by the County rendered final.

- 3.5.3 Contractor shall submit one legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address, and contact information
- County bill-to name and contact/requestor information
- Building name and building number
- County purchase order number (if applicable)
- Contract serial or e-procurement platform agreement number (if applicable)
- Work order/project number (if applicable)
- Maximo (FMD) service call number on extra services
- Invoice number and date
- Payment terms as stated in the agreement (if applicable)
- Date of service or delivery (for project work: use "completion date")
- Arrival and completion time (if applicable)
- Quantity (number of days or weeks) (if applicable)
- Contract item number(s) (if applicable)
- Description of purchase (product or services)
- Pricing per unit of purchase (must include vendor cost, mark-up/discount, and extended price)
- Line item labor breakdown: arrival and completion time, rate per hour multiplied by number of hours by personnel type (Time and Materials work)
- Extended price
- Total amount due with tax amounts separated (Time and Materials work only). (On a separate line, clearly indicate the tax rate being applied).

- 3.5.4 Time and material commodities must be billed as a separate line item on the invoice.

- 3.5.5 Departments other than FMD who have requested billable services for pest control shall be billed directly, and all problems or questions regarding such invoicing shall be directed to the department.
- 3.5.6 Problems regarding billing or invoicing shall be directed to the department as listed on the purchase order. FMD questions regarding billing or invoicing should go to FMD accounts payable (FMD-AccountsPayable@mail.maricopa.gov).
- 3.5.7 Payment shall only be made to the contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After contract award, the contractor shall complete the Vendor Registration Form accessible through the County Department of Finance Vendor Registration website at <https://www.maricopa.gov/5169/Vendor-Information>.
- 3.5.8 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.
- 3.5.9 EFT payments to the routing and account numbers designated by the contractor shall include the details on the specific invoices that the payment covers. Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.6 APPLICABLE TAXES

- 3.6.1 It is the responsibility of the contractor to determine any and all applicable taxes and include those taxes in their proposal. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.
- 3.6.2 The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide contractor any advice or guidance regarding taxes. If you have questions regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds over payment of a project due to tax consideration that was not due, the contractor will be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.
- 3.6.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to their operation and any persons employed by the contractor. Contractor shall, and require all subcontractors to, hold the County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or State and local laws and regulations, and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers' Compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to the City or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

3.7 PERFORMANCE

It shall be the contractor's responsibility to meet the proposed performance requirements. The County reserves the right to obtain services on the open market in the event the contractor fails to perform, and any price differential will be charged against the contractor.

3.8 POST AWARD MEETING

Contractor may be required to attend a post-award meeting with the department to discuss the terms and conditions of this contract. This meeting will be coordinated by the procurement officer of the contract.

3.9 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (SAVE)

The County is a member of the SAVE cooperative purchasing group. SAVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the SAVE Cooperative Purchasing Agreement, and with the concurrence of the successful respondent under this solicitation, a member of SAVE may access a contract resulting from a solicitation issued by the County. If you do not want to grant such access to a member of SAVE, state so in your bid. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this bid. The County assumes no responsibility for any purchases by using entities.

3.10 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs)

County currently holds ICPAs with numerous governmental entities. These agreements allow those entities, with the approval of the contractor, to purchase their requirements under the terms and conditions of the County contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the contract under its applicable procurement rules, processes, and procedures. Certain governmental agencies may not require an ICPA and may utilize this contract if it meets their individual requirements. Other governmental agencies may enter into a separate Statement of Work with the contractor to meet their own requirements. The County is not a party to any uses of this contract by other governmental entities.

4. CONTRACTUAL TERMS & CONDITIONS

4.1 CONTRACT TERM

This Invitation for Bids is for awarding a firm, fixed-price purchasing contract to cover a term of two years.

4.2 OPTION TO RENEW

The County may, at its option and with the concurrence of the contractor, renew the term of this contract up to a maximum of four additional year(s), (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six months after expiration). Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least 60 calendar days prior to the expiration of the original contract term.

4.3 CONTRACT COMPLETION

In preparation for contract completion, the contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to, preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records and other data in the possession, custody, or control of the contractor that are required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

4.4 PRICE ADJUSTMENTS

4.4.1 Any requests for reasonable price adjustments must be submitted 60 calendar days prior to the contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County will issue written approval of the change and provide an updated version of the contract. The new change shall not be in effect until the date stipulated on the updated version of the contract.

4.5 INDEMNIFICATION

4.5.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses, or expenses are not covered and paid by insurance purchased by the contractor, the contractor shall defend, indemnify, and hold harmless the County (as Owner), its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from, the negligent acts, errors, omissions, or mistakes relating to the performance of this contract.

4.5.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment of, or destruction of tangible property, including loss of use resulting therefrom, caused by negligent acts, errors, omissions, or mistakes in the performance of this contract, but only to the extent caused by the negligent acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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

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

4.6 INSURANCE

4.6.1 Contractor, at contractor's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

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

4.6.3 In the event that the insurance required 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 years beginning at the time work under this contract is completed.

- 4.6.4 Contractor's insurance will be primary insurance as respects County, and any insurance or self-insurance maintained by County will not contribute to it.
- 4.6.5 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 4.6.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 4.6.7 The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds.
- 4.6.8 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of contractor's work or service.
- 4.6.9 If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

4.6.9.1 Commercial General Liability

Commercial General Liability (CGL) insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third-party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.6.9.2 Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the contractor's work or services or use or maintenance of the premises under this contract.

4.6.9.3 Workers' Compensation

4.6.9.3.1 Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of contractor's employees engaged in the performance of the work or services under this contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

4.6.9.3.2 Contractor, its subcontractors, and sub-subcontractors waive all rights against this contract and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or Commercial Umbrella Liability insurance obtained by contractor, its subcontractors, and its sub-subcontractors pursuant to this contract.

4.6.9.4 Environmental/Pollution

Contractor shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$2,000,000 for each occurrence with a \$4,000,000 Products/Completed Operations Aggregate and a \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations, environmental and pollution damage, and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this contract.

4.6.9.5 Certificates of Insurance

4.6.9.5.1 Prior to contract award, contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the contract in the form provided by the County, issued by contractor's insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this contract are in full force and effect. Such certificates shall identify this contract number and title.

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

4.6.9.5.3 If a policy does expire during the life of the contract, a renewal certificate must be sent to County 15 calendar days prior to the expiration date.

4.6.9.6 Cancellation and Expiration Notice

Applicable to all insurance policies required within the insurance requirements of this contract, contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without 30 calendar days prior written notice to Maricopa County. Contractor shall provide notice to Maricopa County, within two business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to **301 W. Jefferson St. Suite 700** ~~460 South 4th Avenue~~, Phoenix, AZ 85003, or emailed to the procurement officer noted in the solicitation.

4.7 FORCE MAJEURE

- 4.7.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this contract, if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include acts of God/nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, and interruption or failure of electricity or telecommunication service.
- 4.7.2 Each as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.
- 4.7.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

4.8 ORDERING AUTHORITY

Any request for purchase shall be accompanied by a valid purchase order issued by a County department or directed by a Certified Agency Procurement Aid (CAPA) with a purchase card for payment.

4.9 AVAILABILITY OF FUNDS

- 4.9.1 The provisions of this contract relating to payment shall become effective when funds assigned for the purpose of compensating the contractor as herein provided are actually available to County for disbursement. The County will be the sole judge and authority in determining the availability of funds under this contract. County will keep the contractor fully informed as to the availability of funds.
- 4.9.2 If any action is taken by any state agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this contract. In the event of termination, County will be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this contract. County will give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in advance.

4.10 PROCUREMENT CARD ORDERING CAPABILITY

County may opt to use a procurement card (VISA or Mastercard) to make payment for orders under this contract.

4.11 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION

This contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this contract when the County identifies a need and proper authorization and documentation have been approved.

4.12 PURCHASE ORDERS

4.12.1 County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the contractor for actual and documentable costs incurred by the contractor in response to the purchase order. The County will not reimburse the contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, or for shipment of product prior to issuance of purchase order.

4.12.2 Contractor agrees to accept verbal notification of cancellation of purchase orders from the County with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

4.13 SUSPENSION OF WORK

The procurement officer may order the contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the procurement officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

4.14 STOP WORK ORDER

4.14.1 The procurement officer may, at any time, by written order to the contractor, require the contractor to stop all, or any part, of the work called for by this contract for a period of 90 calendar days after the order is delivered to the contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop work order is delivered to the contractor, or within any extension of that period to which the parties shall have agreed, the procurement officer shall either:

4.14.1.1 cancel the stop work order; or

4.14.1.2 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.

4.14.2 The procurement officer may make an equitable adjustment in the delivery schedule and/or contract price, and the contract shall be modified, in writing, accordingly, if the contractor demonstrates that the stop work order resulted in an increase in costs to the contractor.

4.15 TERMINATION FOR CONVENIENCE

Maricopa County may terminate the resultant contract for convenience by providing 60 calendar days advance notice to the contractor.

4.16 TERMINATION FOR DEFAULT

4.16.1 The County may, by written Notice of Default to the contractor, terminate this contract in whole or in part if the contractor fails to:

4.16.1.1 deliver the supplies or to perform the services within the time specified in this contract or any extension;

4.16.1.2 make progress, so as to endanger performance of this contract; or

4.16.1.3 perform any of the other provisions of this contract.

4.16.2 The County's right to terminate this contract under these subparagraphs may be exercised if the contractor does not cure such failure within 10 business days (or more if authorized in writing by the County) after receipt of a Notice to Cure from the procurement officer specifying the failure.

4.17 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

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

4.18 OFFSET FOR DAMAGES

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

4.19 SUBCONTRACTING

4.19.1 Contractor may not assign to another contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the bid serial number and identify the job or project.

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

4.20 AMENDMENTS

All amendments to this contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

4.21 ADDITIONS/DELETIONS OF SERVICES

The County reserves the right to add and/or delete services to a contract. If additional services are required from a contract, prices for such additions will be negotiated between the contractor and the County.

4.22 RIGHTS IN DATA

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

4.22.2 Data, records, reports, and all other information generated for the County by a third party as the result of a contract are the property of the County and shall be provided in a format designated by the County or shall be and remain accessible to the County into perpetuity.

4.23 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW

4.23.1 In accordance with section **MC1-372** ~~MCI-373~~ of the Maricopa County Procurement Code, the contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract for six years after final payment or until after the resolution of any audit questions which could be more than six years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the department shall have full access to and the right to examine, copy, and make use of, any and all said materials.

4.23.2 If the contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract are not sufficient to support and document that requested services were provided, the contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.24 AUDIT DISALLOWANCES

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check, or a deduction from current invoices submitted by the contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the contractor by issuing a check payable to Maricopa County.

4.25 STRICT COMPLIANCE

Acceptance by County of a performance that is not in strict compliance with the terms of the contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the contract.

4.26 VALIDITY

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

4.27 SEVERABILITY

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

4.28 RELATIONSHIPS

4.28.1 In the performance of the services described herein, the contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the contractor.

4.28.2 The County reserves the right of final approval on proposed staff. Also, upon request by the County, the contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

4.29 NON-DISCRIMINATION

~~Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, contractor shall 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. (Arizona Executive Order 2009-09 can be downloaded from the Arizona Memory Project at <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1>.)~~

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, contractor shall 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. (Arizona Executive Order 2009-09 can be viewed at https://apps.azsos.gov/public_services/register/2009/46/governor.pdf)

4.30 WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

4.31 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.31.1 The undersigned (authorized official signing on behalf of the contractor) certifies to the best of his or her knowledge and belief that the contractor, its current officers, and directors:

4.31.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States department or agency or any state, or local jurisdiction; and

4.31.1.2 have not within a three-year period preceding this contract:

4.31.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the

result of performing a government entity (Federal, State or local) transaction or contract; or

4.31.1.2.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract; and

4.31.1.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, state or local) transaction or contract;

4.31.1.4 are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and

4.31.1.5 have not within a three-year period preceding this contract had any public transaction (Federal, state, or local) terminated for cause or default.

4.31.2 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

4.31.3 Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this contract. If this clause is applicable to a subcontractor, the contractor shall include the information required by this clause with their bid.

4.32 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

4.32.1 By entering into the contract, the contractor warrants compliance with the Immigration and Nationality Act (INA using E-Verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214(A). Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the procurement officer upon request. These warranties shall remain in effect through the term of the contract. Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the contract and verify employee compliance using the E-Verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at www.uscis.gov.

4.32.2 The County retains the legal right to inspect documents of contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 4.32.1 of this section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor

4.33 CONTRACTOR LICENSE REQUIREMENT

- 4.33.1 Contractor shall procure all permits, insurance, and licenses, and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any requirements, by any and all governmental or non-governmental entities as mandated to maintain compliance with and remain in good standing. Contractor shall keep fully informed of existing and future trade or industry requirements, and Federal, State, and local laws, ordinances, and regulations which in any manner affect the fulfillment of a contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the department of any and all changes concerning permits, insurance, or licenses.
- 4.33.2 Contractor furnishing finished products, materials, or articles of merchandise that will require installation or attachment as part of the contract shall possess any licenses required. Contractor is not relieved of its obligation to obtain and possess the required licenses by subcontracting of the labor portion of the contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the contract.

4.34 INFLUENCE

- 4.34.1 As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for disbarment or suspension under MC1-902.
- 4.34.2 An attempt to influence includes, but is not limited to:
 - 4.34.2.1 A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.
- 4.34.3 If a person attempts to influence any employee or agent of Maricopa County, the chief procurement officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.
- 4.34.4 ABSOLUTELY NO CONTACT BETWEEN THE RESPONDENT AND ANY COUNTY PERSONNEL, OTHER THAN THE OFFICE OF PROCUREMENT SERVICES, IS ALLOWED DURING THE SOLICITATION PROCESS UNLESS THE COMMUNICATION IS IN REGARD TO PRE-EXISTING BUSINESS WITH THE COUNTY. ANY COMMUNICATIONS REGARDING THE SOLICITATION, ITS PARTICIPANTS, OR ANY DOCUMENTATION PRIOR TO THE CONTRACT AWARD MAY BE GROUNDS FOR DISMISSAL OF THE RESPONDENT FROM THE EVALUATION PROCESS.

4.35 CONFIDENTIALITY

In the course of the solicitation process, the County may disclose information that is proprietary or confidential. By submitting a bid to the solicitation, the offeror agrees that, except as necessary to prepare a response to this solicitation, neither it nor its agents or employees will communicate, divulge, or disseminate to any third-party persons or entities, any information that is disclosed to it by the County during the course of these discussions without the express written authorization of the County. If the offeror does disclose County

proprietary or confidential information to a third-party in preparing a response to this solicitation, it shall require the third-party to acknowledge and comply with this provision.

4.36 CONFIDENTIAL INFORMATION

4.36.1 Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the contractor's obligation regarding such information.

4.36.2 Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Contractor's procedures and controls, at a minimum, must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the contract, the County determines that the procedures and controls in place are not adequate, the contractor shall institute any new and/or additional measures requested by the County within 15 business days of the written request to do so.

4.36.3 Any requests to the contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

4.37 PUBLIC RECORDS

Under Arizona law, all offers submitted and opened are public records and must be retained by the records manager at the Maricopa County Office of Procurement Services. Offers shall be open to public inspection and copying after contract award and execution, except for such offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an offeror believes that information in its offer or any resulting contract should not be released in response to a public record request, under Arizona law, the offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The records manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

4.38 INTEGRATION

This contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, expressed, or implied.

4.39 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this contract, the contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

4.40 GOVERNING LAW

This contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this contract will be in Maricopa County Superior Court, Phoenix, Arizona.

4.41 FORCED LABOR

4.41.1 By submitting a bid for this solicitation and/or entering into a contract as a result of this solicitation, contractor agrees to comply with all applicable portions of Arizona Revised Statutes Section 35-394. Contracting; procurement; prohibition; written certification; remedy; termination; exception; definitions.

4.41.2 Contractor certifies that it does not currently, and agrees for the duration of the contract, that it will not use:

4.41.2.1 The forced labor of ethnic Uyghurs in the People's Republic of China.

4.41.2.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

4.41.2.3 Any contractors, subcontractors or suppliers that use the forced labor or any good or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

4.41.3 If contractor becomes aware during the term of the agreement that contractor is not in compliance with this paragraph, the contractor shall notify the County within five business days after becoming aware of the noncompliance. If the contractor fails to provide a written certification to the County that the contractor has remedied the noncompliance within 180 days after notifying the County of its noncompliance, then the agreement terminates, except that if the agreement termination date occurs before the end the 180 day period, the agreement terminates on the agreement termination date.

4.42 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.