

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
PEORIA PEST CONTROL, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2022, between the City of Glendale, an Arizona municipal corporation (the "City"), and Peoria Pest Control, Inc., a(n) Arizona Corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On March 7, 2022 under S.A.V.E Cooperative Purchasing Agreement, the Pima County entered into a contract with Contractor to purchase the goods and services described in the Vector Manhole Cockroach Treatment Pima County Master Agreement No. 220000000000000092 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was March 7, 2022, until the date the contract expires on March 6, 2023 unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond March 6, 2027. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until March 6, 2023. The City may renew

the term of this Agreement for (4) four years, renewable annually until the Cooperative Purchasing Agreement expires on March 6, 2027. Glendale renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed Four hundred thousand dollars (\$400,000) for the entire term of the Agreement (initial term plus any renewals).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Julie Ossege
7070 W. Northern Avenue
Glendale, AZ 85303

And

Peoria Pest Control, Inc.
c/o Roger Jones
PO Box 9137
Surprise, AZ 85374

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona
municipal corporation

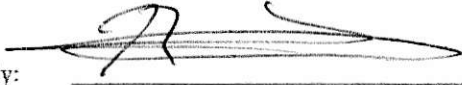
By:

Kevin R. Phelps
City Manager

"Contractor"

Peoria Pest Control, Inc.,
an Arizona Corporation

By:



Name: Roger Jones
Title: Vice President

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
PEORIA PEST CONTROL, INC.**

EXHIBIT A

(Vector Manhole Cockroach Treatment, Pima County Master Agreement No.
2200000000000000092)



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 02/01/2022

* = Mandatory, information must be provided

or Procurement Director Award

***Contractor/Vendor Name/Grantor (DBA):**

Peoria Pest Control, Inc. (Headquarters: Surprise, AZ)

***Project Title/Description:**

Vector Manhole Cockroach Treatment

***Purpose:**

Award: Master Agreement No. MA-PO-22-092. This Master Agreement is for an initial term of one (1) year in the annual award amount of \$460,000.00 (including sales tax) and includes four (4) one-year renewal options. Administering Department: Regional Wastewater Reclamation.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. IFB-PO-2200041 was conducted. Two (2) responses were received. Award is to the lowest, responsive and responsible bidder.

PRCUID: 431605

Attachments: Notice of Recommendation for Award and Master Agreement.

***Program Goals/Predicted Outcomes:**

To minimize the American Cockroach population throughout Pima County's sanitary sewer system.

***Public Benefit:**

Reduction or eradication of the American Cockroach will protect the health of the general public and workers maintaining the sewer system.

***Metrics Available to Measure Performance:**

Department will monitor manholes sprayed by Contractor and ensure Contract compliance.

***Retroactive:**

No

To : COB 1-25-2022

PGS: 37

Ver: 1

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 22-092

Commencement Date: 03/07/2022 Termination Date: 03/06/2023 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* 460,000.00 Revenue Amount: \$ _____

*Funding Source(s) required: Wastewater Ops

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? _____

Contact: Procurement Officer: Stephen M. Romero Digitally signed by Stephen M. Romero Date: 2022.01.21 10:41:09 -0700 Division Manager: Ana Wilber Digitally signed by Ana Wilber Date: 2022.01.21 10:47:49 -0700

Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer Date: 2022.01.21 13:14:22 -0700 Telephone: 520-724-3021

Department Director Signature/Date: [Signature] 23 Jan 2022

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: [Signature] 1/25/2022
(Required for Board Agenda/Addendum Items)



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: 01/25/2022

The Procurement Department hereby issues formal notice to respondents to Solicitation No. IFB -PO-2200041 for Vector Manhole Cockroach Treatment that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after February 1, 2022.

Award is recommended to the lowest, responsive and responsible bidder.

<u>AWARDEE NAME</u>	<u>BID AMOUNT</u>	<u>ANNUAL AWARD AMOUNT</u>
Peoria Pest Control, Inc.	\$417,144.25	\$460,000.00 (including sales tax)

<u>OTHER RESPONDENT NAMES</u>	<u>BID AMOUNT</u>
National Environmental Solutions Dbas NESpest	\$428,543.50

Issued by: Stephen Romero, Procurement Officer

Telephone Number: 520-724-3021

This notice is in compliance with Pima County Procurement Code §11.12.010(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov .



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 2200000000000000092

MA Version: 1

Page: 1 of 2

Description: Vector Manhole Cockroach Treatment

I S S U E R	Pima County Procurement Department
	150 W. Congress St. 5th Fl
	Tucson AZ 85701
	Issued By: STEPHEN ROMERO
	Phone: 5207243021
	Email: stephen.romero@pima.gov

T E R M S	Initiation Date: 03-07-2022					
	Expiration Date: 03-06-2023					
	<table> <tr> <td>NTE Amount:</td> <td>\$460,000.00</td> </tr> <tr> <td>Used Amount:</td> <td>\$0.00</td> </tr> </table>		NTE Amount:	\$460,000.00	Used Amount:	\$0.00
	NTE Amount:	\$460,000.00				
	Used Amount:	\$0.00				

V E N D O R	PEORIA PEST CONTROL INC	Contact: ROGER JONES
	PO BOX 9137	Phone: 623-204-8224
	SURPRISE AZ 85374	Email:
		Terms: 0.00 %
		Days: 30

Shipping Method:	Vendor Method
Delivery Type:	
FOB:	FOB Dest, Freight Prepaid
Modification Reason	
This Master Agreement is for an initial term of one (1) year in the annual award amount of \$460,000.00 (including sales tax) and includes four (4) one-year renewal options. Attachment: Offer Agreement.	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



PIMA COUNTY

MASTER AGREEMENT DETAILS

Master Agreement No: 22000000000000000092

MA Version: 1

Page: 2 of 2

Line Description

1	Insecticide Treatment- Complete Sewer System					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$10.25			
2	Necessary Emergency Treatment- Complete Sewer System					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$10.25			

OFFER AGREEMENT**1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with Vector Manhole Cockroach Treatment on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM").

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Amendments, Instructions to Offerors, Standard Terms and Conditions, and this Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS:

The initial term of the MA will be for a one (1) two-year period and include two (2) two-year renewals options that the parties may exercise upon written agreement as follows:

Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised MA document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the parties.

3. CONTRACTOR MINIMUM QUALIFICATIONS:

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

ITEM NO.	MINIMUM QUALIFICATIONS	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the documentation are attached with the bid.
1	Contractor has been in the business of Vector Cockroach Control Treatment for a minimum of three (3) consecutive years. Submit a copy of Business Licenses.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Contractor must have an OPM Business License B1 (General & Public Health Pest Management) as required by the Arizona Structural Pesticide Control Commission for at least five (5) consecutive years. 8122 12-14-2001 5-31-2022 License # Initial Date Expire Date (must be current) Submit a copy of OPM Business Licenses B1.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3	Contractor must have a Qualifying Party License. 30784 8-17-2013 5-31-2022 License # Initial Date Expire Date (must be current) Submit a copy of Qualifying Party Licenses.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

4	Contractor must supply at least two (2) references with conveyance systems of approximately the same or greater size and scope as Pima County.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	Reference Name, Address & Phone Number: <u>Phil Ellsworth</u> <u>3355 N Dodge Blvd Tucson, AZ 85716</u> <u>520-724-3434</u>	
	Reference Name, Address & Phone Number: <u>Heather Finden</u> <u>200 W Washington St Phoenix, AZ 85003</u> <u>602-722-5939</u>	
	Provide Reference Information to satisfy this Requirement.	

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

Contractor will provide Pima County Regional Wastewater Reclamation Department with Vector Manhole Cockroach Treatment to minimize the American Cockroach population throughout Pima County's sanitary sewer system. All goods and services shall conform to the *Instruction to Bidders and Standard Terms and Conditions* as modified or added to by **Attachment A: Vector Manhole Cockroach Treatment Scope of Services (7 pages)**.

5. SUSTAINABILITY:

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

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

6. OFFER ACCEPTANCE & ORDER RELEASES:

County will accept offer and execute this contract by issue of a MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will document the term of the agreement.

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.

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

7. ACCEPTANCE OF GOODS & SERVICES:

The County/ Department designated on the issued order (DO or DOM) will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

8. COMPENSATION & PAYMENT:

The MA issued to accept Contractor's offer will define the not-to-exceed amount of the contract.

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this solicitation, which includes the *Instructions to Offerors, Standard Terms and Conditions*, and Offer Agreement. County will make no payments for items not in the contract.

Quantities in this solicitation are estimates only. County reserves the right to increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the agreement. County is not responsible for Contractor inventory or order commitment.

UNIT PRICES (Net 30-day Payment Terms)

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	Insecticide Treatment Complete Sewer System	40647	EA	10.25	416,631.75
2	Necessary Emergency Treatment- Complete Sewer System	50	EA	10.25	512.50
FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.				TOTAL BID	417,144.25

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

Although an order may not fully define State and City sales tax, County will pay such taxes as are DIRECTLY applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

Price Warranty. Contractor will give County the benefit of any price reduction before actual time of shipment.

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

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

This section is for items that Contractor did not list or price above but are within the defined scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for the County must include the vendor's/manufacturer's or retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to the County i.e. $\text{Manufacturer's List Price} - (\text{List price} \times \text{Discount } \%) = \text{Discounted Unit Price}$. The resulting Unit Prices must be of similar discount off List Prices for those items specifically defined above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Mfr List Price - (List price x Discount %) = Discounted Unit Price)

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously defined unit pricing.

Standard Payment Term Net (30) is effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

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

Optional Early Payment Discount Percent: 0 % if payment tendered within 0 Days as indicated above.

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

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

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

9. **DELIVERY:**

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Instructions to Offerors, Standard Terms and Conditions and to the location(s) on the DO or DOM document.

- Packet Pickup Location:
Conveyance Division
3355 N. Dodge Blvd.
Tucson, AZ 85716

Contractor guarantees delivery of product or service in less than fifteen (15) calendar days after issue date of order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

10. **TAXES, FEES, EXPENSES:**

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance,

license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

11. OTHER DOCUMENTS:

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB-PO-2200041 including the Invitation for Bid, Instructions to Offerors, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

12. INSURANCE:

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit, the indemnity covenants contained in this Contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Minimum Scope and Limits of Insurance:

Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

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

Workers' Compensation (WC) and Employers' Liability – Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.

Claim-Made Insurance Coverage - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

Additional Insurance Requirements:

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

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

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

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

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

Notice of Cancellation:

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium.

Verification of Coverage:

Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

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

Approval and Modifications:

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

13. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS:

Contractor acknowledges that it incorporates the following solicitation amendments in its offer and this contract:

Amendment #	Date	Amendment #	Date	Amendment #	Date
1	12-29-2021				
2	1-5-2022				

14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:

Is your firm SBE certified as defined by the solicitation "Instructions to Offerors" section? Yes No

(select one)

If Yes, have you included your certification document? Yes No

(select one)

NOTE: If you do not submit the SBE Certification document with your bid, County will not apply the SBE Preference.

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15. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: Peoria Pest Control Inc

BUSINESS ALSO KNOWN AS: N/A

MAILING ADDRESS: PO BOX 9137

CITY/STATE/ZIP: SUPRISE, AZ 85379

REMIT TO ADDRESS: PO BOX 9137

CITY/STATE/ZIP: SURPRISE, AZ 85379

CONTACT PERSON NAME/TITLE: ROGER JONES VICE PRESIDENT

PHONE: 623-204-8224 FAX: 623-321-9659

CONTACT PERSON EMAIL ADDRESS: peoriapestaz@gmail.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: peoriapestaz@gmail.com

CORPORATE HEADQUARTERS ADDRESS: 12009 S. 209th Ave Buckeye, AZ 85326

WEBSITE: N/A

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and County may not evaluate them. Contractor's submission of a signed offer agreement will constitute a firm offer and upon the issuance of a MA or PO document issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement's ["Other Documents"] section.

SIGNATURE:  DATE: 1-18-2022

Roger Jones Vice President
PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: 623-204-8224 peoriapestaz@gmail.com

County Attorney Contract Approval "As to Form".

PIMA COUNTY STANDARD TERMS AND CONDITIONS**1. OPENING:**

Pima County ("County") will publicly open responses on the date and at the location as stated in the *Invitation for Bid (IFB)* or *Request for Proposal (RFP)*. The County will read each respondent's name, and for responses to an IFB will also read the total bid amount. County will open proposals so as to avoid disclosure of the contents of any proposal to competing Offerors during the evaluation process. County invites all interested parties to attend the bid opening.

2. EVALUATION:

County will evaluate responses to determine which are most advantageous to County considering conformity to the specifications stated in the IFB, evaluation criteria stated in the RFP, and other factors, regardless of solicitation type.

If County makes an award, County will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) or highest scoring proposal that County determined responsible for providing the required goods or services. Unless otherwise specified on the IFB document, County will determine the low or lowest bids considering all items listed in the Unit Price Schedule.

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

3. AWARD NOTICE:

County will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website available for review by interested parties. The Procurement Department will maintain a tabulation of the bids or ranking of proposals.

4. AWARD:

Either the Procurement Director or the Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code. County reserves the right to reject any or all proposals, bids or to waive irregularities and informalities in the best interest of County. Unless County expressly agrees otherwise, resulting contracts are not exclusive, they are for the sole convenience of County, and County reserves the right to obtain like goods or services from other sources.

5. WAIVER:

Each Offeror, by submission of a proposal, bid or proposal waives any and all claims for damages against County or its officers or employees when County exercises any of its reserved rights.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

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

7. INTERPRETATION AND APPLICABLE LAW:

The laws of the State of Arizona govern the interpretation and construction of this Contract. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's will govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

8. WARRANTY:

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

9. QUANTITY:

Contractor will not exceed or reduce the quantity of goods ordered without written permission from County in the form of a properly executed Master Agreement ("MA"), Purchase Order ("PO"), Delivery Order ("DO"), or Delivery Order Maximo ("DOM") revision or amendment as the County's Procurement Code requires. All quantities are estimates and County provides no guarantee regarding actual usage.

10. PACKING:

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

11. DELIVERY:

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County at its sole option and at no cost to County may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

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

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

12. SPECIFICATION CHANGES:

County has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

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

13. INSPECTION:

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, County, at its sole discretion and without prejudice to County's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

14. SHIPPING TERMS:

Unless the contract states otherwise, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and Contractor is to include such terms in its Unit Price proposal.

15. PAYMENT TERMS:

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

16. ACCEPTANCE OF MATERIALS AND SERVICES:

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

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

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

18. FRAUD AND COLLUSION:

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

19. COOPERATIVE USE OF RESULTING CONTRACT:

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions defined by the County MA, or PO. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the County's agreement and required to satisfy particular Public Agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State, County and other Public Agency procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure>, under the Vendor Information tab, by selecting the link titled *County Cooperative Agreements - Authorized Agencies*.

20. PATENT INDEMNITY:

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

21. INDEMNIFICATION:

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

22. UNFAIR COMPETITION AND OTHER LAWS:

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

23. COMPLIANCE WITH LAWS:

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by

the Arizona Registrar of Contractors (ROC), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

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

24. ASSIGNMENT:

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

25. CANCELLATION FOR CONFLICT OF INTEREST:

This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

26. NON-DISCRIMINATION:

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

27. NON-APPROPRIATION OF FUNDS:

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

28. PUBLIC RECORDS:

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential: Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

The Contractor agrees to waive confidentiality of any price terms in the event of a contract award.

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and

incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

30. AMERICANS WITH DISABILITIES ACT:

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

31. NON-EXCLUSIVE:

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

32. PROTESTS:

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

33. TERMINATION:

County reserves the right to terminate any MA, PO, Delivery Order, DOM or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

34. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS:

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: MA, DO or DOM, PO, Offer Agreement or contract attached to a MA, PO, DO or DOM; these standard terms and conditions; any other solicitation documents.

35. INDEPENDENT CONTRACTOR:

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

36. BOOK AND RECORDS:

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

37. COUNTERPARTS:

The parties may execute the MA or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

For the purposes of the MA and PO, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding MA, if all other requirements for execution are present.

38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the MA or PO. If any court or administrative agency determines that County does not have authority to enter into the MA or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the MA or PO.

39. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the MA, PO, DO or DOM to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

40. SUBCONTRACTORS:

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

41. SEVERABILITY:

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

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

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

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

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

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

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

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

43. CONTROL OF DATA PROVIDED BY COUNTY:

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

44. ISRAEL BOYCOTT CERTIFICATION:

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract 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.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

ATTACHMENT A: Vector Manhole Cockroach Treatment Scope of Services (7 Pages)

1. INTRODUCTION:

The purpose of this contract is to specify the terms and conditions whereby the Contractor agrees to provide Vector Control through manhole treatment services using Regional Wastewater Reclamation Department (RWRD) Conveyance approved insecticides as described herein. This contract will provide for a pro-active application process where one half of the system manholes are treated each year, taking advantage of the insecticide product's two-year warranty.

The RWRD Conveyance sewerage systems consist of nearly 3,585 miles of separate public sanitary sewers. The estimated 68,736 manholes and 8,223 cleanouts in the system are located throughout Eastern Pima County. This includes the jurisdictions of the City of Tucson, South Tucson, and the neighboring towns of Marana, Oro Valley, and Sahuarita. This also includes the unincorporated communities of Summerhaven (Mt. Lemmon), Arivaca Junction, Avra Valley, Green Valley, Corona de Tucson, and Catalina. It is estimated that 2% of the manholes in the Tucson metropolitan area will be difficult to access, while 10% of the manholes in the outlying regions will be difficult to access.

The Contractor shall operate the program as currently designed by RWRD Conveyance and shall serve as a representative of Pima County in the field. RWRD Conveyance will maintain daily oversight and control of all work order issuances, work order returns, and associated database management tasks.

All references to manholes in this scope of work are inclusive of features of the public sanitary sewerage conveyance system; such as manholes (proper) and cleanouts unless otherwise noted.

2. SCOPE OF WORK (SOW):

The purpose of the manhole treatment services for Vector Control is to minimize the cockroach population for the health protection of the general public and for the workers maintaining the system. This population resides primarily in the public sanitary sewerage conveyance system. The program will be designed to treat 50% of the involved public system features each year. Treatment of all individual manholes and cleanouts shall be every two years, coinciding with the warranty period of the specific insecticide used.

The contractor shall be required to:

- 2.1. Coordinate all of the work activities, to guarantee minimum interference with normal sanitary sewer operating conditions and procedures while insuring no release of sewage.
- 2.2. Plan and schedule all project activities for each week, to insure the timely completion of the SOW.
- 2.3. Comply with all Municipal, County, State, and Federal regulations and ordinances pertaining to the activities and materials of this contract (i.e. impact on endangered species and protected ecosystems, traffic control requirements and limitations, noise ordinances, work hour restrictions, application certification, and OSHA requirements).
- 2.4. Perform field reconnaissance to locate and access manholes and cleanouts when necessary.
- 2.5. Develop procedures for accessing and treating welded, bolted, and access restricted manholes.
- 2.6. Coordinate all traffic control requirements with appropriate jurisdictions.
- 2.7. Inspect the condition of the system/feature and notify RWRD Conveyance of any maintenance requirements.
- 2.8. Communicate with the public in an effective, efficient, and professional manner.
- 2.9. Apply a RWRD Conveyance approved insecticide in accordance with the manufacturer's recommendations.
- 2.10. Complete the treatment of all exposed manholes and cleanouts within each Section.
- 2.11. Notify RWRD Conveyance of any sewer base map corrections, errors, or additions.
- 2.12. Perform all required quality control of field crew application and documentation.
- 2.13. Submit completed Section work orders as required by RWRD Conveyance.

3. TRAINING- (Contractor's Field and Supervisory Personnel):

3.1. Classroom Training Session:

During the classroom training session, the Contractor's personnel will be presented with an overview of the operation of Pima County's sanitary sewerage conveyance system, characteristics unique to this system (i.e. manhole inserts, flow meters, H2S meters) and examples of abnormal conditions that shall require emergency/immediate notification to RWRD Conveyance. Personnel will be instructed on how to use the sewer base maps and how to fill out the RWRD Conveyance Cover sheet for the individual Quarter Sections. During this classroom session, personnel will also be instructed in the RWRD Conveyance health and safety standard procedures and applicable environmental impact issues.

3.2. Field Training Session:

The field session will contain a sampling of access and locating problems, signs of abnormal conditions, and review of establish protocols for the variety of situations that field crews will encounter in their daily work. Proper manhole cover removal techniques and manhole insert removal and inspection procedures will be demonstrated. Potential environmental impacts and related avoidance/mitigation protocols will be observed and discussed.

3.3. Attendance Requirements:

All field and supervisory personnel shall attend. After completing the initial training, the Contractor shall schedule all replacement personnel for training by RWRD Conveyance as provided in the initial training program. The training of replacement personnel will be performed at the earliest convenience by RWRD Conveyance.

4. WORK ORDER PACKET (WOP) MANAGEMENT:

The Services provided under this task relate to monitoring the progress and performance of the Contractor and Subcontractors. The Contractor selected for this project shall be responsible for the effective, timely, efficient, and environmentally sound completion of the required work by planning and scheduling all project activities for each week.

Planning shall include a review of:

- The sewer base maps and all field reconnaissance to locate and access manholes and cleanouts in remote areas and in areas with difficult access such as washes and restricted easements.
- Specific maintenance instructions within each Section as provided by RWRD Conveyance.

Scheduling includes providing for appropriate traffic control and work notification during restricted time periods or at restricted locations.

4.1. Subcontractor Management:

Due to the extent of this project, it is possible that one or more subcontractors and/or subcontractor crews may be required to complete the tasks. With RWRD Conveyance pre-approval, the Contractor may utilize qualified, pre-trained subcontractors to assist in the work that the Contractor is performing. The Contractor shall be responsible for ensuring that the work of the subcontractors is performed within the guidelines established herein, completed in a timely manner, and shall not adversely impact the overall project schedule.

4.2. Traffic Control:

If work takes place in the traveled portion of a public right-of-way, the Contractor shall be responsible for providing, operating, and maintaining all necessary traffic control and safety devices as required by the appropriate regulating departments or agencies of all towns or jurisdictions included in Pima County. The Contractor shall contact the Traffic Engineers of the

respective Public Works or Transportation Departments of each governmental agency to comply with the traffic control requirements of that jurisdiction prior to the start of any work. Traffic control requirements and notification procedures from each affected jurisdiction shall be submitted to RWRD Conveyance prior to the Notice to Proceed. The Contractor shall acquire and document all necessary permits.

If the work is within or across a State of Arizona or Southern Pacific Railroad right-of-way or the right-of-way or property of another public or private entity, the Contractor shall be required to secure the proper rights of entry, permits and/or permission required to perform work within these properties.

4.3. Work Order Packet (WOP) Management:

The WOP includes work orders and quarter section maps which make up the formal documentation of the work performed. These work order packets will also serve as regulatory documentation as required by the Arizona Office of Pest Management.

Contractor's Pest Control Technician (PCT) shall collect a WOP for the area to be treated. The maps will be used to locate and treat manholes and cleanouts within that section. Completed work orders and maps shall document each manhole or feature: which ones were treated, which ones were Unable to Locate (UTL), All required fields must be completed prior to acceptance by RWRD Conveyance.

WOPs will be issued in the sequence established by RWRD Conveyance and must be completed in the order given. It is the Contractor's responsibility to track the status of each cover sheet and map. Once WOPs have been completed, PCT shall turn Packets in at the Contractor's Office for processing. Completed WOP(s) with invoice(s) must be submitted to Conveyance within (15) business days from the date WOPs were issued to the PCT.

All completed WOP(s) with invoice(s) submitted to Conveyance will be reviewed and approved prior to submitting it to the Financial Department for payment. Each review will take no more than ten (10) business days after submittal. Any deficiencies found during RWRD Conveyance review shall be corrected and re-submitted by the Contractor. Re-submissions will not take more than five (5) business days for review.

4.4. Quality Control:

The Contractor shall be responsible for daily quality control of work performed by its staff and subcontractors and will ensure that all work is performed to the highest standards and that documentation is complete and accurate.

5. EMERGENCY SPRAYS:

Contractor will provide Pest Control Technicians for emergency call outs to be sprayed within 48 hours.

6. FIELD REQUIREMENTS:

6.1. Health and Safety Requirements:

The Contractor shall follow the health and safety procedures as described under Training.

The Contractor shall make every effort to clearly identify its equipment, vehicles, and personnel as RWRD Conveyance authorized agents for this project. Contractor and subcontractor field personnel shall wear safety vests at all times and carry a copy of a RWRD Conveyance project description letter at all times.

The Contractor shall utilize all measures necessary to protect all equipment and personnel from contact with wastewater. This includes protecting the spray wand and other equipment that have the potential to contact the interior of the manhole, from cross contaminating equipment and personnel.

Good general personal and equipment hygiene principles and protection shall be adhered to, and personal protection equipment (PPE) shall be available to all employees to prevent or minimize the exposure to raw sewage at all times.

No entrance, for any reason, into the public sanitary sewage system's confined spaces shall occur without the prior, expressed consent of RWRD Conveyance, and the utilization of the required safety provisions. RWRD Conveyance maintains a record of all manhole entries by authorized personnel and contractors.

The Contractor shall be responsible to inform its personnel that most of the field work in this contract is to be carried out in operating, active gravity sanitary sewerage conveyance lines and related facilities (manholes, cleanouts, and meters). Any entry into the related sanitary manholes may involve, but not be limited to, exposure to one or more of the following hazards:

- Pathogenic micro-organisms
- Oxygen-Deficient atmosphere
- Flammable atmosphere
- Toxic atmosphere
- Temperature extremes
- Engulfing hazards
- Excessive noise
- Slick or wet surfaces
- Falling objects
- Insects; including Bees, Spiders, Snakes, and Cockroaches
- Insect Pesticides
- Lifting heavy objects
- Climbing
- At the Pump Stations
- Septic Sewage
- Water depth in wet wells
- Electrical Hazards

All insecticide containers shall be properly labeled and identified, and a copy of all product MSDS must be carried by field personnel at all times. Empty containers shall be disposed of by the Contractor and in accordance with all applicable regulations.

6.2. Easement and Access Requirements:

The Contractor is expected to access manholes and cleanouts within public rights of way or easements while, at the same time respecting private property rights.

The manholes to be encountered shall fall into three classes for application feasibility:

- Primary green (clear access or pavement).
- Secondary yellow (limited or no vehicle access).
- Red (no access due to terrain, buried or environmental/easement issue).

Insecticide shall be applied to *only* the green and yellow class manholes. RWRD Conveyance shall make the determination of the class of manhole for application feasibility. The Contractor shall contact RWRD Conveyance concerning any manholes the Contractor considers red for reclassification.

The Contractor shall notify residents in advance when operating vehicle outside the sewer easement over private property and every attempt shall be made to minimize the environmental impact when utilizing non-standard access to private property.

The Contractor may expect that many of the involved easements are heavily vegetated or landscaped. This situation is found in or around residential neighborhoods where public easements are not clearly marked or established, and some degree of landscaping encroachment has been tolerated. Contractor shall be expected to make a reasonable attempt at locating all hard to find manholes and cleanouts.

Vehicular access to manholes and cleanouts shall be limited to cleared right-of-ways and access roads. An ATV or other low-impact access vehicle shall be used when necessary to minimize damage to the existing vegetation. Access through washes and other viable routes will be allowed only with prior approval by RWRD Conveyance.

6.3. Public Contact:

Any requests from news agencies or private citizens for information or coverage shall be directed to the RWRD's Community Relations.

At all times Contractor personnel shall be courteous and professional when dealing with the general public.

6.4. Observation and Emergency Notification Requirements:

The Contractor shall visually inspect each manhole or cleanout when it is opened, and prior to application of the insecticide to identify; sanitary sewer overflows, hazardous materials, waste, or any other type of potential problem that could have a negative environmental impact on the immediate area.

The Contractor shall immediately report to RWRD Conveyance any condition found in the system requiring maintenance.

If a situation is deemed an emergency, the Contractor shall *immediately* report the situation to:

24 Hours a day	Operations Control Center / Central Control Room	(520) 724-3400
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The following information shall be provided:

- Facility feature number
- Address
- Location (major cross streets and local area description)
- How to access the area, and if there are any special conditions that the response team needs to know about the area (private property, gates, fences, or vehicle size limitations)
- Best description of the situation/problem

The Contractor shall not spray a manhole with an emergency condition until after RWRD Conveyance has cleared the emergency.

Emergency conditions include but are not limited to:

- Partial and full line blockages
- Surcharging manholes
- Collapsed structures (benches, crowns, and walls)
- Missing or offset manhole covers, frames, and cement collars
- Bee Hives

6.5. Application Site Requirements:

The Contractor shall supply all the necessary equipment and supplies to treat every exposed manhole and cleanout identified on the quarter section sewer base maps. Exposed manholes are

those manholes at grade, uncovered, or above grade. Quarter section maps shall be used to document the completion of work within any TRS.

All manholes and cleanouts shall be sprayed with the County approved insecticide.

The Contractor shall use substantial effort when searching for all exposed manholes. Crews shall be aware that the manhole locations depicted on sewer base maps are not exact, and that actual location may vary substantially.

The Contractor shall also supply all equipment and supplies necessary to open rectangular, watertight, hatch, welded and bolted manhole covers. Opened welded manhole covers shall be noted on the map in order for RWRD Conveyance to complete welding follow-up.

After insecticide is applied, the Contractor shall mark next to every sprayed feature the letter designating which product was applied, the month, and the year (i.e. I 09-05= Insecta applied in Sept. 2005). The paint color shall be Blue Stake "sewer green", the writing shall be legible, and no more than four (4) inches tall.

The Contractor shall be responsible for properly removing, cleaning, and re-installing all manhole inserts located in the manholes. Mark on the map for welded and rain inserts.

7. Insecticide Application Requirements:

The selected insecticides shall be in compliance with the manufacturer's recommendation.

Contractor staff spraying the manholes and cleanouts shall maintain current certification from the Arizona Office of Pest Management for the application of each insecticide used in this program for the duration of the contract.

Any spill or over-spray of insecticide product or application of product outside of the manholes or cleanouts shall be reported to RWRD Conveyance immediately. The Contractor shall be responsible for all costs associated with the remediation of the spill or over-spray, and shall report all incidents of same to the proper authorities.

Contractor shall be responsible to reimburse County for the mitigation of any damage caused by over-spraying and/or spilling of the insecticide that adversely impacts either the Conveyance System and/or the involved treatment plant. County will deduct the mitigation expenses from Contractor's outstanding invoices.

The Contractor shall be responsible for cleaning manhole walls to ensure proper adhesion. Any adhesion problems due to surface conditions shall be corrected by the Contractor at no additional costs to RWRD Conveyance.

8. INSECTICIDE REQUIREMENTS:

8.1. Insecticide:

The cockroach abatement applied to a structure must be guaranteed by bidder for a minimum of 2-years from the date of application. If fifty (50) or more live cockroaches are found at a treated structure during the warranty period, the structure must be re-treated by the awarded bidder within 10 calendar days at no additional cost to the County.

The product to be applied will be a white, latex-based insecticide coating (Insecta EPA #45600-1, D-Fense SC Insecticide or equivalent approved by RWRD conveyance). The product must be proven effective for a minimum of two (2) years from date of application for controlling cockroach infestations and carry a two (2) year warranty on application and product effectiveness.

9. **COUNTY RESPONSIBILITIES:**

Review the submittals to determine if quality control procedures are being applied and if they are adequate and appropriate for the work presented.

Will do a quality check of 10% of each billing submitted.

Provide work order packets and sewer base maps.

Provide advice and guidance in addressing issues that may arise during the project.

Respond to all questions and issues that arise in as timely a manner as possible, given the limited resources and diverse tasks of the RWRD Conveyance Field Operations Division.

END OF ATTACHMENT A



City of Tucson

License Certificate

Business Name and Tucson Mailing Address:

PEORIA PEST CONTROL INC
PO BOX 9137
SURPRISE AZ 85374

License Number: 3048972

Type: Exterminating and Pest Control Services

Issue Date: December 14, 2018

Expiration Date: December 31, 2019

Owner:

PEORIA PEST CONTROL INC

This license / permit is **non-transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

FOLD HERE

Non-Transferable

3048972

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

CITY OF TUCSON, ARIZONA

FINANCE DEPARTMENT

REVENUE DIVISION - LICENSE

Expiration Date: December 31, 2019



Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson.

Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: PEORIA PEST CONTROL INC

Located At: 12009 S 209TH AVE, BUCKEYE, AZ 85326

Effective: January 01, 2019

Please refer to license number in all correspondence.

By 
CFO/Assistant City Manager



City of Tucson

License Certificate

Business Name and Mailing Address:

PEORIA PEST CONTROL INC
PO BOX 9137
SURPRISE AZ 85374

License Number: 3048972

Type: Exterminating and Pest Control Services

Issue Date: December 12, 2019

Expiration Date: December 31, 2020

Owner:

PEORIA PEST CONTROL INC

This license / permit is **non-transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

FOLD HERE

CITY OF TUCSON, ARIZONA

LICENSE SECTION

Expiration Date: December 31, 2020



Non-Transferable

3048972

MUST BE DISPLAYED IN
A CONSPICUOUS PLACE

Business License

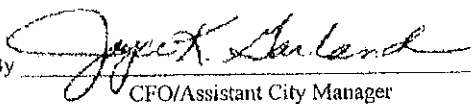
For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: PEORIA PEST CONTROL INC

Located At: 12009 S 209TH AVE, BUCKEYE, AZ 85326

Effective: January 01, 2020

Please refer to license number in all correspondence.

By 
CFO/Assistant City Manager



City of Tucson

License Certificate

Business Name and Mailing Address:

PEORIA PEST CONTROL INC
PO BOX 9137
SURPRISE AZ 85374-0135

License Number: 3048972

Type: Exterminating and Pest Control Services

Issue Date: December 16, 2020

Expiration Date: December 31, 2021

Owner:

PEORIA PEST CONTROL INC

This license / permit is **non-transferable** and must be posted
in a conspicuous place at the business location.

**THE ISSUANCE OF THIS LICENSE/PERMIT SHALL
NOT BE CONSTRUED AS PERMISSION TO OPERATE
IN VIOLATION OF ANY LAW OR REGULATION.**

FOLD HERE

CITY OF TUCSON, ARIZONA

LICENSE SECTION

Expiration Date: December 31, 2021



Non-Transferable

3048972

**MUST BE DISPLAYED IN
A CONSPICUOUS PLACE**

Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson.

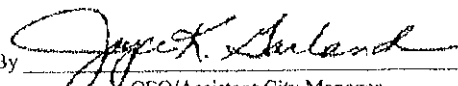
Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: PEORIA PEST CONTROL INC

Located At: 12009 S 209TH AV, BUCKEYE, AZ 85326

Effective: January 01, 2021

Please refer to license number in all correspondence.

By 
CFO/Assistant City Manager



City of Tucson

License Certificate

Business Name and Mailing Address:

PEORIA PEST CONTROL INC
PO BOX 9137
SURPRISE AZ 85374-0135

License Number: 3048972

Type: Exterminating and Pest Control Services

Issue Date: December 14, 2021

Expiration Date: December 31, 2022

Owner:

PEORIA PEST CONTROL INC

This license / permit is **non-transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

FOLD HERE

CITY OF TUCSON, ARIZONA

LICENSE SECTION

Expiration Date: December 31, 2022



Non-Transferable

3048972

**MUST BE DISPLAYED IN
A CONSPICUOUS PLACE**

Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson.

Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: PEORIA PEST CONTROL INC

Located At: 12009 S 209TH AV, BUCKEYE, AZ 85326

Effective: January 01, 2022

Please refer to license number in all correspondence.

By _____

Director, Business Services

DOUGLAS A. DUCEY
Governor

Arizona Department of Agriculture

MARK W. KILLIAN
Director

Pest Management Division
1688 West Adams Street, Phoenix, AZ 85007
Phone: 602-542-3578 Fax: 602-542-0466
<https://agriculture.az.gov>

BUSINESS LICENSE

Non-Transferable

PEORIA PEST CONTROL
Business License Number: 8122

Has been licensed since 12/14/2001, and is authorized to provide pest management services in Arizona through the last day of May 2022.

© Copyright 2017 AZDA. All Rights Reserved.

Printed: 01/12/2022
Printed By: 8122

Arizona Department of Agriculture Pest Management Division (PMD)

RenewEZ License Renewal Confirmation

Confirmation No. 225962 Renewed on 05/04/2021

(Re-Printed on 01-12-2022)

Thank you for using PMD's "RenewEZ" system!

The PMD has received and processed the license renewal application for ROGER ELLIOT JONES, ID No. 1000003998.

You can print your license(s) now OR at any time by clicking on the "Licensing Overview" menu option!

If You are trying to Print a Wall License see Certification Overview, and select the Certificate to print.

Year	License	Category Description	Expires	Renewed
QA	30784	1 - Industrial/Institutional	05/31/2022	05/04/2021

Your (number 7081) has been debited \$75.00. Transaction summary listed below.

Qty	Description	Unit Price	Total
1	QUALIFIED APPL CERT - RENEWAL - 1 YR (1 yrs)	\$75.00	\$75.00
Sum Total			<u>\$75.00</u>

Please keep this information for your records. An automated email containing this same confirmation has been sent to the email address on file (if available). If you have any questions, please contact PMD's Licensing Division at 602-542-3578 or via email at licensing.pmd@azda.gov during normal operating hours of 8:00 a.m. to 5:00 p.m., Monday thru Friday (except on state holidays).

References:

- Pima County- Phil Ellsworth
3355 N Dodge Blvd. Tucson, AZ 85716
520-724-3434
- City of Phoenix- Heather Finden
200 W Washington St Phoenix, AZ 85003
602-722-5939
- City of Scottsdale- William Wilson
8787 E. Huqlapai Dr Scottsdale, AZ 85255
480-312-8909
- City of Glendale Mark Fortkamp
7070 W Northern Ave Glendale, AZ 85303
623-930-4117

Additional references available upon request



PIMA COUNTY PROCUREMENT DEPARTMENT
150 W CONGRESS ST., 5th FLOOR, TUCSON, AZ 85701-1207
PHONE: (520) 724-8161 FAX: (520) 222-1484

Terri Spencer
Procurement Director

December 29, 2021

AMENDMENT NO. 01

SOLICITATION NO. IFB-PO-2200041, VECTOR MANHOLE COCKROACH TREATMENT

Be advised of the following changes, clarifications and/or additions to the above-referenced Solicitation as stated in the following Amendment.

SOLICITATION DUE DATE:

Solicitation Due Date has changed from January 6, 2022 at or before 10:00 AM Local Tucson, AZ Time (MST) to January 20, 2022 at or before 10:00 AM Local Tucson, AZ Time (MST).

All other requirements and terms of the Solicitation remain unchanged. Failure to include acknowledgment of all amendments may be cause for rejection.

This Amendment is a total of one (1) page.

If any questions, please contact me via e-mail at Stephen.Romero@pima.gov.

/s/ Stephen Romero

Stephen Romero, Procurement Officer



PIMA COUNTY PROCUREMENT DEPARTMENT
150 W CONGRESS ST., 5th FLOOR, TUCSON, AZ 85701-1207
PHONE: (520) 724-8161 FAX: (520) 222-1484

Terri Spencer
Procurement Director

January 5, 2022

AMENDMENT NO. 02

SOLICITATION NO. IFB-PO-2200041, VECTOR MANHOLE COCKROACH TREATMENT

Be advised of the following changes, clarifications and/or additions to the above-referenced Solicitation as stated in the following Amendment.

SOLICITATION DUE DATE:

The Solicitation Due Date & Time remain unchanged:
January 20, 2022 AT OR BEFORE 10:00 AM LOCAL TUCSON ARIZONA TIME (MST)

CHANGES AND/OR ADDITIONS:

- **Solicitation replaced in its entirety.**
- **SECTION 3 MINIMUM QUALIFICATIONS:** Number 1 updated.
- **COMPENSATION & PAYMENT:** Unit Price Quantities changed.
- **ATTACHMENT A: SCOPE OF SERVICE:** Additional Information added throughout the attachment.
- **ATTACHMENT A: OBSERVATION AND EMERGENCY NOTIFICATION REQUIREMENTS:** Conditions added. (See Section 6.4).
- **ATTACHMENT A: INSECTICIDE REQUIREMENTS:** Removed: D-Fense SC. This was not an effective product. Insecta is the preferred product. (Added to Attachment A: Section 8.1).
- **ATTACHMENT A: Personal Protection Equipment.** (Added to Attachment A: Section 6.1).

QUESTIONS/ANSWERS:

Q. 1) How will Contractor handle welded, bolted and access restricted manholes due to terrain and landscape? How do they get their tools and sprayer, up close to treat if they are unable to get their work truck close enough to spray? (See Attachment A: Scope of Work- Section 2.5)

A. 1) Contractors should have the capability to use a pesticide sprayer that is mobile, such as a backpack sprayer. There are processes in place for the Contractor to document an asset as "unable to access" for hard to reach areas. This is an item that will be handled during training.

Q. 2) If treatment is carried up, Contractor may need to dilute the insecticide since it is too thick to come out of the sprayer, which isn't giving appropriate treatment. How do we handle this?

A. 2) We are aware of this potential issue, however we haven't had any noticeable increase in warranty issues between the remote spray and the truck spray in the last 6 years using Insecta.

Q. 3) How long are the classes? (See Attachment A: Training- Section 3.1)

A. 3) There will be two half-day training sessions held during the work week (8:00 AM to 12:00 PM). One day in office, second day out in the field. We will provide documentation, go over the scope of the program and provide information on different scenarios (welded manholes, bolted manholes, access issues, safety, emergency sewer issues located in field, etc.).

Q. 4) Contractors will need special permits to treat certain areas. Do you have a list of areas that require special permits? (See Attachment A: Traffic Control- Section 4.2).

A. 4) Information and maps will be provided at the training classes.

Q. 5) What do you consider an Emergency Treatment? (See Attachment A: Emergency Spray- Section 5)

A. 5) Emergency treatment generally are requests that come down from the Board of Supervisors or higher Management. If it is a re-spray that is covered under warranty, then we still expect that there will be a cost for an emergency spray.

Q. 6) Is opening and closing of manholes still the same procedure or has Pima County changed access? Do we only follow OSHA guidelines? (See Attachment A: Field Requirements- Section 6.1)

A. 6) The procedure has not changed and the topic will be covered in training. Physical entry is not authorized and no body part may break the plane of the manhole rim. The tool is the only part that may be inserted to apply the spray.

Q. 7) Who is responsible for cleaning and repairing manholes? Are Contractors supposed to have a separate license for cleaning? (See Attachment A: Insecticide Application Requirements- Section 7)

A. 7) If the Contractor comes across a maintenance or repair issue, they need to call the Emergency Sewer Line at (520) 724-3400. Pima County will handle all maintenance and repair issues.

All other requirements and terms of the Solicitation remain unchanged. Failure to include acknowledgment of all amendments may be cause for rejection.

This Amendment is a total of twenty-two (22) pages.

If any questions, please contact me via e-mail at Stephen.Romero@pima.gov.

/s/ Stephen Romero

Stephen Romero, Procurement Officer

INSECTA®

Ready-To-Use Exterior Product

Kills cockroaches in sewer manholes for up to one year when exposed to treated painted surfaces. Kills Houseflies alighting on treated painted surfaces for up to 18 months.

KILLS LISTED CRAWLING AND FLYING INSECTS

Outdoor Non-Residential: American and German cockroaches.

Net Contents: 35 gallons (Minimum 15 gallons)
KEEP OUT OF REACH OF CHILDREN
CAUTION

See side panels for additional precautionary statements.

DIRECTIONS FOR USE
 It is a violation of Federal Law to use this product in a manner inconsistent with its labeling.
 Do not apply this product in a way that will contact workers or other persons, either directly or through drift.
 Do not use this product in manholes in storm drain systems.

Application Restrictions
 Do not enter or allow others to enter manholes until spray has dried.
 Do not allow spray to drift from the application site and contact people, structures people occupy at any time and the associated property, parks and recreation areas, non-target crops, aquatic and wetland areas, woodlands, pastures, rangelands, or animals.
 The applicator also must use all other measures to control drift.

Insure that all surfaces are clean and dry prior to applying this product. Each gallon covers approximately 500 square feet. Apply by using a coarse, low pressure spray by using conventional airless spray equipment. For best results, use without dilution. If necessary, dilute with up to 5% water.

TREATMENT OF SEWER MANHOLES: (For control of cockroaches).
Manholes: Apply product only on manhole walls. Product is to be applied via coarse spray using conventional airless spray equipment delivered through a 5 foot (or longer) spray wand with minimum of 2 spray tips (for even application). The application of insecta to sewer manhole walls must be applied only from above ground and the applicator is not to enter the manhole. Apply no more than 48 ounces (3 pints) of product to each manhole. Do not discharge spray or unused material directly into sewer system. Do not apply product within 36 hours of predicted heavy rainfall.
ATTENTION: Dries quickly and rinses easily with water. Allow to dry for several days before washing. As contact between the insect and the treated surface is necessary, any time that the latter becomes coated with dust or dirt, the treated surface should be washed with water in order to re-establish maximum possible contact. INSECTA applied on exposed glass, glazed tile, metal or other non-porous surfaces may dry leaving a light film.
KILLS BY CONTACT: American Cockroaches, German Cockroaches and Houseflies.

See side panels for additional precautionary statements.

Precautionary Statements
Hazards to Humans and Domestic Animals
CAUTION

Harmful if absorbed through skin. Harmful if inhaled. Causes moderate eye irritation. Avoid contact with skin, eyes or clothing. Avoid breathing spray mist.
Personal Protective Equipment (PPE)
 When working with product with open containers including drum lid changes in the field.

- All mixers, loaders, applicators and handlers must wear:
 - chemical-resistant long-sleeved shirt and long pants;
 - chemical-resistant gloves such as neoprene;
 - chemical-resistant apron when mixing or loading or exposed to the concentrate;
 - chemical-resistant footwear plus socks;
 - chemical-resistant headgear for overhead exposures;
 - a NIOSH-approved dust mist filtering respirator with MS+AMOS approval number prefix TC-21C or a NIOSH-approved respirator any N, R, P, or HE filter.

Personal Protective Equipment (PPE)
 Application of product with closed container systems.

- For above ground application of insecta on sewer manhole walls users must wear:
- long sleeved shirt and long pants;
 - chemical-resistant gloves such as neoprene;
 - chemical-resistant footwear plus socks.

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry. Discard clothing and other absorbent materials that have been drenched or heavily contaminated with this product's concentrate. Do not reuse them.

EPA Reg. No. 45600-1
 See side panels for additional precautionary statements.

Environmental Hazards
 This product is toxic to fish, aquatic invertebrates, small mammals and birds. Do not apply directly to water, or to areas where surface water is present or to irrigation areas below the treated area. Do not apply to areas where runoff may be hazardous to aquatic organisms in water adjacent to treated areas. Do not contaminate water when disposing of equipment wash water or rinsate. This product is highly toxic to bees exposed to direct treatment or residues on blooming crops or weeds. Do not apply this product or allow it to drift to blooming crops or weeds if bees are visiting the treated area.

Storage and Disposal
Pesticide Storage Store in a cool, dry area under lock and key. Post as a pesticide storage area. Always store pesticides in the original container. Store away from food, pet food, feed, seed, fertilizers, and veterinary supplies. Place liquid formulations on lower shelves and dry formulations above. Do not allow to freeze.
Pesticide Disposal To avoid wastes, use all material in this container by applicator according to label directions. If wastes cannot be avoided after remaining product to a waste disposal facility or pesticide disposal program (often such programs are run by state or local governments or by industry).
Container Handling Reusable containers. Refill with insecta only. Do not reuse the container for any other purpose. Keep container tightly closed prior to cleaning to prevent contents from drying. Cleaning the container before final disposal is the responsibility of the person disposing of the container. To clean the container before final disposal, empty the remaining contents from this container into application equipment or a mix tank and clean for 10 seconds after the flow begins to drip. Fill the container about 10 percent full with water. Pour or vigorously rinse into application equipment or rinsate collection system. Repeat the rinsing procedure two more times. Then offer for recycling if available or reconditioning if appropriate or purchase and dispose of in a sanitary landfill or by other procedures approved by state and local authorities.

NOTICE
 Seller warrants that this product conforms to its chemical description and is reasonably fit for purposes stated on the label when used in accordance with directions under normal conditions of use. To the extent allowed by applicable laws, neither this warranty nor any other warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE, expressed or implied, extends to the use of this product contrary to label instructions or under abnormal conditions, or under conditions not reasonably foreseeable to seller, and to the extent allowed by applicable laws buyer assumes the risk of any such use.

Product of USA
Manufactured For: Insecta Marketing, Inc.
 288 Centennial Park Drive - Daytona Beach, FL 32124
 Patent No. 5023247

EPA Est. No. 091980-AZ-001
 See side panels for additional precautionary statements.

Clerk's Deadline Date	Board of Supervisors Meeting	Meeting Type
10/20/21	11/2/21	Regular
11/3/21	11/16/21	Regular
---	11/24/21	Special
11/24/21	12/7/21	Regular
12/8/21	12/21/21	Regular
12/22/21	1/4/22	Regular
1/5/22	1/18/22	Regular
1/19/22	2/1/22	Regular
2/2/22	2/15/22	Regular
2/16/22	3/1/22	Regular
3/2/22	3/15/22	Regular
3/23/22	4/5/22	Regular
4/6/22	4/19/22	Regular
4/20/22	5/3/22	Regular
5/4/22	5/17/22	Regular

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
PEORIA PEST CONTROL, INC.**

EXHIBIT B
Scope of Work

PROJECT

Contractor shall provide all labor, materials, equipment and insecticide required to treat sanitary sewer manholes and cleanouts.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
PEORIA PEST CONTROL, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation is outlined in the Vector Manhole Cockroach Treatment - Pima County Master Agreement No. 220000000000000092.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$400,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Refer to Exhibit A Vector Manhole Cockroach Treatment - Pima County, Master Agreement No. 220000000000000092.