

INVITATION FOR BID

RFP 2010-PW-0037



General Pest Control

"Douglas - the premier southwestern border community."

Bid Notice

NOTICE IS HEREBY GIVEN that the Mayor and Council of the City of Douglas will receive sealed Bid Proposals until Three O'clock p.m. (3:00 p.m.) on the 17th day of March 2010 for the following:

General Pest Control

Specifications are on file and may be obtained at the office of the Purchasing Agent, 425 10th Street, Douglas, Arizona. Bids will be received until the above hour specified and will be opened and publicly declared on said date and time at a bid opening, to be conducted by the City Clerk in the Council Chambers. Address all Bids to Brenda Aguilar, City Clerk, 425 10th Street, Douglas, AZ 85607, specifying on the outside wrapper, the nature of the Bid and reference IFB#2010-PW-0037 the Council reserves the right to reject any Bid, defer action on Bids and to waive any informalities thereof. Any late bids shall be returned to sender.

Dated at Douglas, Arizona this February 17, 2010

Brenda Aguilar
City Clerk
City of Douglas

INTRODUCTION

City of Douglas is soliciting written bids for general interior and exterior pest control, termite extermination, and related services for various City buildings and locations in accordance with the specifications, terms and conditions set forth herein. The intent of this solicitation is to establish blanket purchase orders for approximately one year with the possibility of renewal. The City makes no guarantee of any minimum monthly or annual amount of services purchased.

Special Terms and Conditions

- 1. Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls acceptable to the City for the purpose of assuring that information or data in its possession is not mishandled, misused, released, disclosed, or used in inappropriate manner by it, its agents, officers, or employees. This includes information contained in its records obtained by the City or others, necessary for contract performance. The contractor shall take all reasonable steps and precautions to safeguard this information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the contract.
- 2. Contract Extension:** The contract term is for a one (1) year period subject to additional successive periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed four (4) years.
- 3. Contract Termination:** Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the City may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while the Contract or an extension of the contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- 4. Gratuities:** The City may, by written notice, terminate this Contract, in whole or in part, if the City determines that employment or a Gratuity was offered or made by the Contractor or representative of the Contractor to any officer or employee of the City for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The City, in addition to any other

rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

5. **Suspension or Debarment:** The City may, by written notice to the Contractor, immediately terminate this Contract if the City determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the City.
6. **Termination for Convenience:** The City reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to the City upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.
7. **Termination for Default:** In addition to the rights reserved in the contract, the City may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor. All goods, materials, documents, data and reports prepared by the Contractor shall become the property of and delivered to the City on demand.
8. **Contract Type:** Fixed base price, indefinite quantity.
9. **Insurance:** The City requires a complete and valid Certificate of Insurance prior to the commencement of any service or activity specified. The contractor shall submit an original copy of the Certificate of Insurance, for public liability of \$1,000,000(combined single limit) for bodily injuries, and \$1,000,000 for property damage. CERTIFICATE SHALL SHOW CITY OF DOUGLAS AS AN ADDITIONAL INSURED AS DIRECTED BY THE CITY'S RISK MANAGER. The coverage's shall be maintained in full force and effect during the term of the Contract and shall not serve to limit any liabilities or any other Contract obligations

The Contractor agrees to obtain insurance coverage of the types and amounts required in this Exhibit and keep such insurance coverage in force throughout the life of the Contract. All policies will contain an endorsement providing that written notice be given to the City at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage on any policy.

The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies shall include City of Douglas as an additional insured with respect to liability arising out of the performance of this contract. The Contractor agrees that the insurance hereunder will be primary ant that any insurance carried by the City will be excess and not contributing. The Contractor shall provide and maintain minimum insurance limits as follows:

Coverage Afforded	Limits of Liability
Workers' Compensation	Statutory
Employer Liability	\$1,000,000
Commercial General Liability to Include Premises and Operations Product and Completed Operations Blanket Contractual Broad Form Property Damage Personal injury	\$1,000,000 Bodily Injury and Property Damage Combined single Limit
Commercial Automobile Liability to include: Owned Non-owned Leased Hired Vehicles	\$1,000,000 Bodily Injury and Property Damage Combined Single Limit
Professional Services Contracts Only Professional Liability Insurance (Errors/Omissions)	\$1,000,000 (minimum) (Combined Single Limit)

Consultant shall present to the City written evidence (Certificate of Insurance) of compliance with required coverage as listed above. Said evidence shall be to the Purchasing Manager's satisfaction. It shall be considered a material breach if the Contractor fails to maintain insurance coverage as detailed above to **include the City designated as Additional insured**, and shall, at the sole discretion of the City, be grounds for immediate termination of the contract.

10. **Key Personnel:** It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of the issuing agency and a copy to the procurement office of record.
11. **Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.
12. **Payment:** The City will pay the Contractor following the execution of the signed contract. Payment shall be issued after receipt of material or service and correct invoice. Each itemized service for which payment is requested have been performed. The City agrees to pay all properly documented invoices, for accepted work within thirty (30) days of receipt.
13. **Payment Discount:** The Contractor must indicate prompt payment terms and applicable local sales tax percentage.
14. **Indemnification:** The Contractor agrees to indemnify, defend, save and hold harmless the City of Douglas, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Worker's Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment cost where this indemnification is applicable.
15. **Protest and Appeal Process:** Protest should first contact, the Finance Director by telephone, with their questions regarding the solicitation, award or proposed award as the first step in the protest process. A formal protest must be in a form of a letter from the protester to the Finance Director, it must include name, address and telephone number of the protester or its representative, state the name and number of the solicitation, a detailed statement of the legal and factual grounds of the protest, including relevant documents, and a form of relief requested. Protest regarding alleged improprieties in a solicitation that are apparent before the bid opening shall be filed five (5) working days before the bid opening due date. Protest

regarding materials included by addendum and received less than five (5) working days before the bid opening shall be submitted with the bid. Protest regarding the actual award of a contract shall be filed within five (5) working days of the mailing of the notice of award, whichever is later.

Special Instructions to the Offeror

1. **Submission:** IFB's shall be signed by the offeror where applicable and delivered as designated no later than the date and time indicated on the first page of the document.
2. **Inquires:** All inquiries must be submitted in writing to the Solicitation contact person, and within seven (7) days before the Offer due date and time to allow sufficient time for question review and response.
3. **Identification:** Offeror agrees to provide a federal identifier (EIN or SSN) for the purposes of reporting to the appropriate taxing authorities, monies paid by the City under this contract.
4. **Opening:** This is a formal bid, which will be read at a public opening.
5. **Bid Rejection:** The City reserves the right to reject any, or all, bids, combination of items, or lot, and to waive defects or informalities.
6. **Erasures:** Erasures, inter-lineation or other modifications must be initialed by the individual signing the Request for Quotation.
7. **Brand Name:** Any manufacturer's names, trade names, brand names, trade names or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance, which is desired. Any bid that proposes like quality, design or performance will be considered. If the description of your offer differs in any way, you must give a complete detailed description of your quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified on Request for Quotation.
8. **Unit Price:** In case of error in the extension prices in the Quotation the unit price will govern. No Quotation shall be altered amended or withdrawn after the specific date and time for receiving Quotations. Negligence by the vendor in preparing the Quotation confers no right for the withdrawal of the quotation after it has been opened.

9. **Evaluation:** Award shall be made to the lowest responsible and responsive bidder whose bid conforms in all material and services respect to the requirements set forth in the request, In determining whether a bid is lowest and responsive, and the bidder responsible, the following may be considered by the City:
 - a. Ability to perform the service required within the specific time
 - b. Reputation, judgment and experience
 - c. The quality of performance in previous contracts
 - d. Previous compliance with laws, as well as employment practices
 - e. Financial ability to perform the contract
10. **Additional Terms and Conditions:** Submission of additional terms, conditions or agreements with the bid document may result in bid rejection.
11. **Offer Acceptance (90 days):** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
12. **License Requirements:** The Contractor shall be appropriately licensed in accordance with the State of Arizona regulation.
13. **Material Safety Data Sheets:** The Contractor is to supply and have Material Safety Data Sheets for each product the Contractor intends to use on City premises.
14. **Pest Control Licenses:** The Contractor shall submit with proposal a list of their firm's pest control servicing technicians who will perform services, including copies of their pest control licenses.

Specifications/ Scope of Work

1. Background:

City of Douglas is soliciting written bids for general interior and exterior pest control, termite extermination, and related services for various City of Douglas buildings and locations in accordance with the specifications, terms and conditions set forth herein. The intent of this solicitation is to establish blanket purchase orders for approximately one year with the possibility of renewal. The City makes no guarantee of any minimum monthly or annual amount of services purchased.

2. Scope of Work:

Vendor shall furnish all labor, materials, equipment, transportation, and insurance to perform professional pest control services for City of Douglas Buildings. Contractor shall provide pest control services in a accordance will all applicable Federal, State, and Local laws, codes, regulations, and requirements and shall use all registered pesticides in a manner consistent with its manufacturer labeling and follow the crack and crevice, spot, general and space methods of treatment consistent with industry standards. Pesticides used shall comply with all applicable OSHA, EPA, FDA, and USDA safety regulations and standards including, but not limited to, requirements under the current Federal Insecticide, Fungicide and Rodenticide Act.

Pest Control services will depend on the type of target pest, frequency of infestation, cause of infestation, method of application and areas of treatment. **Proper application methods shall be used, including spraying for ants, fleas, cockroaches, black widow spiders, yellow jackets, wasps.** Placing and maintaining bait stations and traps for rodent control for requesting City Departments.

3. Scheduled Pest Control Services:

The City contact for the resulting contract shall be Facility Maintenance Department, who shall have authority to direct the Contractor's performance in matters relating to policy, information requirements and procedural requirements. City of Douglas Facilities Department shall monitor the contract and the performance of the Vendor.

City of Douglas shall coordinate with the contractor, a start date and schedule for pest control services for the period of the agreement. **The Contractor shall notify the City not less than 7 calendar days prior to any scheduled routine spraying.** All pest control services shall be approved in advanced by City Facilities Department.

4. Unscheduled Pest Control Services:

Unscheduled general pest control services or termite spot treatment may be requested from time to time for the interior and / or exterior of any City building. The Contractor shall respond within 48 hours (arrive on site) after receipt of a phone or written request and approved by the City's Facilities Department. Buildings and or Departments that are not listed on the attached price sheet are considered an unscheduled service.

5. Pests Covered:

Pest covered under the resulting contract shall include:

"General Pest Control" is defined as the control and elimination of specific incidents of all nesting and breeding pests (excluding termites) and the control treatment of all potential nesting and breeding areas to prevent re-infestation of pests that are common and ordinary to the interior and / or exterior of City of Douglas buildings. Examples include, but are not limited to: ants, fleas, cockroaches, black widow spiders, yellow jackets, wasps, etc.

6. Miscellaneous Pest Control Services:

Rodent Control, Termite Extermination, and Bee Abatement, may be requested by the City. The Contractor shall respond within 48 hours (arrive on site) after receipt of a phone or written request approved by the City's Facilities Department.

7. Hours of Operation:

Normal scheduled general pest control services shall be scheduled by the Facilities Department and shall be performed after normal City business hours and / or on weekends, unless otherwise noted. Unscheduled service calls may be performed during normal business hours, if authorized by the Facilities Department, as well as after normal business hours. Exterior bait stations and traps may be serviced at any time. Normal business hours are considered to be 8:00 a.m. to 5 p.m., Monday through Friday, excluding holidays normally granted to City of Douglas employees.

8. Storage:

Contractor shall **not** store pesticides or materials on City premises.

9. City's Right to Add or Delete Buildings:

The City reserves the right, at any time, to add or remove buildings from the Contract schedule, and to revise services and the frequency of services for any building(s) and/ or Departments. Pricing in this bid shall be applicable to any buildings added to the agreement, or for services changed.

10. Protection of Persons and Property:

Contractor shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the services. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, protection of public and employee safety and health, and similar subjects.

11. Invoice Requirements:

The Contractor shall be paid in accordance with invoices submitted for services completed. Invoices shall include: blanket purchase order number, building serviced, type of service, pesticides used, and bait stations/ traps placed.

12. Reports:

When requested by the City, Contractor shall furnish reports of services performed. Reports shall include at minimum: date, building description, services performed, and pesticides used, and bait stations/ traps placed.

13. Warranty:

Buildings treated under the regular sequence of scheduled general pest control services shall be covered under warranty for additional general pest control service as no cost to the City. If pest problems recur between regular schedule appointments, Contractor shall furnish additional general pest control services promptly at no charge to the City.

14. License:

The Contractor shall be appropriately licensed in accordance with the State of Arizona regulations to furnish interior and exterior general pest control, rodent control and termite (spot) extermination services. The Contractor shall maintain the required licenses for the duration of the agreement. Contractor shall be registered with the State of Arizona Structural Pest Control Board and possess a Structural Pest Control Operator license and any other license (s) required by the State to perform the services described herein.

15. Required Submittal:

- a. The Contractor shall submit any subcontracts to be used in the performance of this contract for prior approval to the City.
- b. The Contractor shall submit the attached price sheet.
- c. The Contract shall submit a list of employees, along with Arizona State License Number (Structural Pest Control), Class/Type, and Expiration Date:

16. Notices, Correspondence, and Reports:

Notices, correspondence and invoices from the Contractor to City of Douglas Office shall be sent to:

City of Douglas
Purchasing Department
425 10th Street
Douglas, Arizona 85607
520-417-7317
520-805-0812 (Fax)

Notices, correspondence, reports, and payments from City of Douglas shall be sent to:

Vendor, please complete the requested information below:

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip Code: _____

Telephone No.: _____

Fax No.: _____

E-Mail: _____

Price Sheet

Vendor shall spray the exterior and/or interior of the following buildings on a monthly basis for general pest control. All pricing shall represent total costs to the City, including labor equipment, materials, forms, transportation, insurance and tax. All pricing shall remain firm for the duration of the contract period.

Scheduled Monthly General Pest Control Services Interior/Exterior Services:

Location	Address	Monthly Service Fee	Extended
City Hall	425 10 th Street		
Fire Department	1400 10 th Street		
Police Department	300 14 th Street		
Animal Shelter	2017 N Rogers Avenue		
Cemetery	1501 5 th Street		
Library	560 10 th Street		
Visitor Center	345 16 th Street		
Parking Lot	200 1 st Street		
Recreation Center	915 3 rd Street		
Aquatic Center	1551 15 th Street		
Golf Course	1372 E Fairway Drive		
Golf Course-Bar and Grill	1372 E Fairway Drive		
Public Works	2701 Sulpher Springs Road		
Waste Water Plant	100 Chino Road		
Asphalt Plant	140 Chino Road		
		Total x 12	

Airports:

Location	Exterior Price per Visit	Interior Price per Visit
Douglas Municipal Airport 3201 E 10th Street		

Miscellaneous Pest Control Services:

Rodent Control, Termite Extermination, and Bee Abatement, may be requested by the City. The Contractor shall respond within 48 hours (arrive on site) after receipt of a phone or written request approved by the City's Facilities Department.

Termite Treatment:

Indicate Pricing for Inspection and spot treatment of termite infestations:

Service Per Building / Per Visit	Price
Inspection	
Treatment: Dirt with crawl space	Per Sq. Ft.
Treatment: Concrete slab	Per Sq. Ft.

Bee Abatement:

Indicate pricing for bee abatement:

Location	Price
Douglas	

Invoice / Payment Terms

Discount of _____ % for invoices paid within _____ days, or Net _____

Bidders Check List

1. _____ Three (3) completed copies of each firm's proposal.
2. _____ The Original Copy, being so marked, must be signed with the firm's name and bear the hand written signature of an officer or employee having authority to bind the company to his or her signature.
3. _____ Each Proposal shall include the legal name of the organization and a statement as to whether or not it is a sole proprietorship, partnership, a corporation, or any other legal entity.

OFFER AND ACCEPTANCE

TO: The City of Douglas

The undersigned hereby offers and agrees to furnish the material, equipment or service in compliance with all terms, statements of work, conditions, specifications, and amendments in the solicitation. Signature also certifies understanding and compliance with City of Douglas Standard Terms and Conditions.

For clarification of this offer, contact:

State of Arizona Transaction (Sales) Privilege Tax
License Number

Federal Employer Identification Number

Company Name

Mailing Address

City State Zip

Name

Phone Number

Signature of Person Authorized to Sign Offer

Printed Name

Title

ACCEPTANCE OF OFFER

This offer is hereby accepted.

The Contractor/Vendor is now bound to provide the materials, equipment or services listed by the attached contract and based upon the Solicitation, including all terms, conditions, specifications, statement of work, amendments, etc. and the Contractor's/Vendor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor/Vendor receives a formal Notice to Proceed, Purchase Order, or is otherwise directed to do so in writing by the City's Authorized Representative.

This Agreement is entered into this 1st day of July 2010.

CONTRACTOR/VENDOR:

CITY:

John Alvarez
Purchasing Agent

Curtis Shook
City Manager