

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
RID-A-BIRD, L.L.C.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 9 day of December, 2014, between the City of Glendale, an Arizona municipal corporation (the "City"), and Rid-A-Bird, L.L.C, a limited liability company ("Contractor") authorized to do business in Arizona, collectively, the "Parties."

**RECITALS**

- A. On **January 22, 2009**, Maricopa County entered into a contract with Contractor to purchase the goods and services described in the **Bird Repellant Services, Contract No. 08118-S**, which is attached hereto as **Exhibit A**. The **Maricopa County's Bird Repellant Services Contract** permits its cooperative use by other governmental agencies including the City, pursuant to the Strategic Alliance for Volume Expenditures (SAVE) intergovernmental cooperative purchase agreement. The **Maricopa County's Bird Repellant Services Contract** is hereinafter referred at as the Cooperative Purchasing Agreement.
- 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 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 the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of **Exhibit B**, purchases can be made by governmental entities from the date of award, which was **January 22, 2009**, until the date the contract expires on **January 31, 2015**, 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 extend the contract beyond **January 31, 2015**. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until **January 31, 2015**.

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 hereto 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 incorporate 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 the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in **Exhibit B** hereto.
  - b) The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed **\$20,000**.
4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
5. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

City of Glendale  
c/o Ken Vayda  
6210 W. Myrtle Avenue, Suite #111  
Glendale, Arizona 85301  
623-930-2674

and

Rid-A-Bird L.L.C.  
c/o Ken Gray  
20435 N. 17<sup>th</sup> Drive  
Phoenix, Arizona 85027  
602-695-1181

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

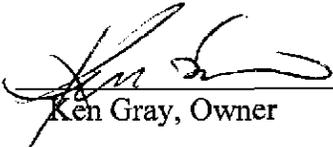
“City”

City of Glendale, an Arizona  
municipal corporation

By:   
Brenda S. Fischer  
City Manager

“Contractor”

**Rid-A-Bird, L.L.C.**  
an Arizona Limited Liability Company

By:   
Ken Gray, Owner

ATTEST:

  
Pamela Hanna (SEAL)  
City Clerk

APPROVED AS TO FORM:

  
Michael D. Bailey  
City Attorney

**EXHIBIT A**

Maricopa County Contract No. 08118-S - Bird Repellant Services

**SERIAL 08118 S      BIRD REPELLANT SERVICES**

**DATE OF LAST REVISION: March 12, 2014**

**CONTRACT END DATE: January 31, 2015**

**CONTRACT PERIOD THROUGH JANUARY 31, ~~2012~~ 2015**

**TO:                    All Departments**  
**FROM:                Office of Procurement Services**  
**SUBJECT:            Contract for **BIRD REPELLANT SERVICES****

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 22, 2009**.

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

---

Wes Baysinger, Chief Procurement Officer  
**Office of Procurement Services**

**DW/mm**  
Attach

Copy to:            Office of Procurement Services  
                         **Don Jeffery, Facilities Management**

(Please remove Serial 02111-S from your contract notebooks)

**BIRD REPELLANT SERVICES**

1.0 INTENT:

The intent of this Invitation to Bid is to establish responsive/responsible contractors to install bird devices that deter nesting and roosting on County buildings, bridges, and other structures owned by Maricopa County.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

2.0 SCOPE OF SERVICES:

The following types of bird control systems will be considered:

Specifications

Netting:	Constructed of knotted polyethylene with a mesh size no greater than 2" (two inches). Netting material must be UV protected, rot proof, and flame resistant. Must be available in an array of colors. Similar types, but not as specified, may be substituted if approved by the County.
Spikes, plastic:	Constructed of plastic. Plastic must be UV protected. One-piece construction. Multiple angled spikes. Non-flexible for bird weight. Available in several widths and an array of colors. Similar types, but not as specified, may be substituted if approved by the County.
Spikes, plastic/metal:	Constructed of a plastic base with stainless steel spikes. Plastic must be UV protected. Available in several widths. Radically bendable for curves. Multiple angled spikes. Similar types, but not as specified, may be substituted if approved by the County.
Chain:	Constructed of a plastic base with stainless steel spikes. Plastic to be UV protected. Spikes are single inline vertically positioned. Can be shaped into a multitude of various formations, as spike base is pivotal. Similar types, but not as specified, may be substituted if approved by the County.
Pin and Wire:	Electrical system. Stainless steel, spring-tension with wire mounted to a post. The system utilizes a high voltage low current electrical pulse generator. Similar types, but not as specified, may be substituted if approved by the County. Similar types, but not as specified, may be substituted if approved by the County.
Pin and Wire:	Non-electrical system. Low profile, low visibility. Multiple stretches of various heights (more than two) of nylon coated steel or stainless steel wire, tensioned between pins. Similar types, but not as specified, may be substituted if approved by the County.
Other:	Based on unusual locations and/or difficult areas to access, other types of bird deterrent systems not listed but may be necessary. It is anticipated the percentage of 'other' systems will be miniscule.

Any County department may use this contract. The Facilities Management Department is not responsible for contract administration of this contract when services are requested by other County agencies.

2.1 The scope of work will consist of installing bird control systems on County buildings. The following buildings are scheduled for installation of a bird control system. Others will be added as needed;

- Adult Detention at Lower Buckeye Complex
- Central Services at Lower Buckeye Complex

Durango Residential Treatment Center  
Durango Juvenile Detention  
Superior Court Building in Surprise

All new installation work to be project quoted. Repair work based on time and materials.

Machinery/equipment that will be considered as additional cost and used indirectly to the repair of bird control systems will allowed an administrative mark-up cost of five percent (5%) for Time and Materials work. The invoice from the rental firm must be attached to the Contactor's invoice.

- 2.2 All systems listed in the §1.0 Intent are a non-lethal approach to bird control and must integrate critical factors including landscaping, climate, regulatory requirements, safety, and other potentially sensitive areas.
- 2.3 Maricopa County shall determine what type of bird control system the building will require, and schedule a site meeting for all contract awardees who specialize in that system. If it is determined by the contractor(s) AND the County that a different bird control system (or a combination of types) could more effectively used other than those listed in the Intent, the agreed-upon system(s) will then be price-quoted to all vendors under this agreement.
- 2.4 **SERVICE HOURS:**
- REGULAR HOURS* shall be work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding County holidays.
- AFTER HOURS* shall be work performed after 6:00 PM and before 6:00 AM the next morning and Saturday work.
- WEEKENDS & HOLIDAYS* shall be work performed during Saturday, Sunday or during any County holiday.
- 2.5 Contractor shall be permitted to access and work consecutive days (including weekends and holidays) once the work has commenced. This must be coordinated with Facilities Management staff or the User Agency making the request.
- 2.6 If the surface the bird system is to be installed has bird droppings, the Contractor shall prepare the surfaces of the building via intensive cleaning prior to installing the bird system.
- 2.7 After cleaning, Contractor to supply, install, and makes functional the bird system.
- 2.8 Installation of the bird control system must follow historical guidelines where applicable. Any bird control system on any structure that is considered historical in nature shall be reviewed by the Historical Preservation Committee. The Contractor shall ensure the proposed system will not harm the exterior of an historical building in writing.
- 2.9 Method of installation (screws, adhesive, nails, etc.) shall be discussed between the contractor AND the County prior to installation.
- 2.10 If pin and wire electrical system is requested, the County will be responsible to provide the AC electrical source. Solar powered generators are not to be used unless specifically requested by the County.
- 2.11 All chemicals used for cleaning/sanitation shall have MSDS sheets supplied to the County prior to commencement of job project.
- 2.12 Machinery or equipment that will be considered as additional cost and used indirectly to the application of the bird system as, but not limited to:
- Man lifts
  - Swing stage
  - Bucket truck

These items (and other approved equipment), if rented from a rental contractor, will be allowed the rental charge plus an administrative mark-up cost not to exceed five percent (5%). If owned, the equipment shall be charged per the bid rate in Attachment A, PRICING.

**All aerial lift operators shall have training that meets or exceeds all OSHA, ANSI and State Regulations (Refer to §2.14.9).**

2.13 Project Work and Time & Materials:

2.13.1 Project work shall mean work performed, which, in the best interest of the County, would be more advantageous to be performed as “all inclusive” as opposed to time and materials. Each of the contractors assigned to this contract shall be provided a request for project quote containing a detailed Scope of Work. As such, each contractor MUST submit a response, with award granted to the lowest quote for the project. Contractors are not to submit their own project quote sheets (exceptions: if the contractor’s quote sheet has no terms and conditions and no provisions for a signature from the County). If the Contractor’s quote sheet contains any of the aforementioned, only County letterhead quote sheets will be acceptable. All terms and conditions are only those established under this agreement. All additional labor charges outside the Scope Of Work for projects are those labor rates established in Attachment A, PRICING.

2.13.2 A construction tax may be applied to the total project cost. This is calculated at 65% of the retail tax rate applied to the combined labor and materials associated with project work. If project work, do not itemize labor, materials, rented equipment, or other costs.

2.13.3 After a site visit of the project, all contractors listed under this contract must submit the project quote sheet back to the County within the specified time frame, either with acceptance and a firm price; or decline with a written reason as to why the project was declined. Contractors who have declined project work a minimum of three times during a six-month period shall be required to attend a meeting with the Office of Procurement Services Department and FMD to discuss consideration for default of contract as this is indicative of the Contractor’s desire not to do business with the County.

2.13.4 The submitted project price quote is to be all-inclusive. This to include all labor, materials, rented equipment, swing stages, man lifts, or any other type of equipment/tools necessary to perform the project. Any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD (or County user agency if request was made by them) prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment. ALL contractors are to have an equal opportunity to quote on project work.

2.13.5 **Any delays to the project through unassociated administrative or security concerns by the County, causing the Contractor to incur additional costs, shall immediately be brought to the attention of the FMD project manager for proper documentation. These additional costs may be added to the quoted project price as a separate line item on the invoice.**

2.13.6 Dependent upon the complexity/nature of the project, a predetermined and/or pre-identified site meeting may be held to ensure all contractors are aware of important issues regarding the project.

- 2.13.7 Contractors shall be compensated for additional work requested by the County that is not detailed in the scope via the labor rates bid in Attachment A, PRICING.
- 2.13.8 This contract may also be used for time and materials work (under \$5,000) and priced per hour as bid in the pricing section. The threshold from time and materials to project work shall be \$5,000.00. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is firm fixed. Exceeding this amount requires written approval from the County.
- 2.13.9 Each bidder shall be ranked as first call, second call, third call, and so on for time and materials according to the specific system they have proposed. The contractor of record having the lowest labor bid shall be called first by the requesting department for time and materials service. If the vendor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder. The County must document this via a rank call log. Consistent decline of service requests by a vendor or consistent non-compliance with response time specifications shall cause the County to review the file and a determination made for default of contract.
- 2.13.10 **Guarantee Against Deterioration:**  
 Bird control products made of plastic, polyethylene, or any other non-metal materials must be UV stabilized and guaranteed not to deteriorate for a minimum of five (5) years after acceptance of the system by the County. If deterioration occurs during the five-year period, the contractor shall replace such product(s) at no additional cost to the County, which shall include the cost of all materials, equipment, and labor.

**The minimum five (5) year warranty period shall not apply to polyethylene netting in colors other than black. For colors other than black, the manufacturer's standard warranty shall apply.**

2.14 SPECIAL REQUIREMENTS:

- 2.14.1 All system electrical work for pin and wire systems (or other electrical-type systems) shall comply with the requirements of the applicable edition of the National Electric Code, State and Local building codes.
- 2.14.2 In the event the work performance of the Contractor is not satisfactory, the Contractor will be notified and be given four (4) days to correct the work. Labor for all rework will be at no cost to the County.
- 2.14.3 A Maricopa County background check will be a requirement for all employees of Contractor's staff providing services to the County. This is essential due to the need to access areas within the County such as detention facilities, court buildings, and many other restricted areas. The County shall incur the cost for this option.
- 2.14.4 The Contractor shall have the ability and appropriate Federal and State permits to survey for the presence of target wildlife species, humanely capture and remove target wildlife species to other suitable habitat or a licensed wildlife rehabilitation facility, and when appropriate, relocate wildlife into new habitat areas. The Contractor may assist the Using Agency in meetings and negotiations with regulators, property owners, potential responsible parties, and other interested parties, including the general public. The applicable Permits and Licenses that may be required for the services listed above may include but are not limited to
- 2.14.4.1 U.S. Fish and Wildlife Service Permits such as those for Take, Transport, Rehabilitation, Possession for Education (Dead or Alive), Bird Banding, etc.

- 2.14.4.2 Arizona Game and Fish Department Licenses such as a Scientific Collection License, Trapping License, Wildlife Rehabilitation License, Wildlife Services License, etc.
- 2.14.5 Contractor shall be responsible to obtain all required licenses and permits when and where applicable. Contractor must comply with all Arizona Statutes, and must hold a current State of Arizona, Structural Pest Control Commission license for General Pest, Category B1.
- 2.14.6 A copy of ~~picture~~ the Qualifying Party (QP) card for the license holder AND a copy of the Category B1 license must accompany bid package. Licensed contractors may subcontract providing the County is notified in writing. The subcontractor must comply with all the conditions set forth in this contract.
- 2.14.7 Contractor's staff or sub-contractor's staff who will be utilized in the installation of the bird control system must hold CERTIFICATION by the ~~Arizona Structural Pest Control Commission~~ **Office of Pest Management**. The Contractor will be required to show proof of certification ~~for each employee assigned to the project~~ prior to commencement of work.
- 2.14.8 The Contractor shall perform the work in a way to minimize disruption to the normal operation of the building tenants. Upon completion of the work, the Contractor is responsible for cleaning and removing all debris, materials, and equipment associated with the work performed. Debris not to be placed into County trash containers.
- 2.14.9 The Contractor and their employees shall exercise safe industry work practices. All work shall be in compliance with appropriate OSHA, Federal, State, County, and local municipalities' ordinances and regulations. Chemicals shall be transported in containers, which will ensure proper protection to the job site, and must be properly labeled.
- 2.14.10 The Contractor shall be required to perform the specifications, install the bird control system, and supply a warranty on their own merit without subcontracting to another contractor.
- 2.14.11 Employees Of The Contractor:  
  
No one except authorized employees of the Contractor is allowed on the premises of Maricopa County buildings. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other persons unless said person is an authorized employee of the Contractor.
- 2.14.12 Removal Of Contractors Employees  
  
The Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work. The County may require that the Contractor remove from the job site covered by the contract employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of the County.

~~2.15 — USAGE REPORT:~~

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

2.16 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.17 INVOICES AND PAYMENTS:

2.17.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time (if applicable)
- Total Amount Due

2.17.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.17.3 Payment may be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document ([www.maricopa.gov/finance/](http://www.maricopa.gov/finance/)).

2.17.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.18 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.19 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.20 STRATEGIC ALLIANCE for VOUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, please so state in your proposal. In the absence of a statement to the contrary, the County will

assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.21 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year term.

3.2 OPTION TO RENEW:

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services Department of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract's annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

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

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

3.5 INSURANCE:

3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State

of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

- 3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 3.5.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.5.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 3.5.9 Commercial General Liability:
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 3.5.10 Automobile Liability:
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.11 Workers' Compensation:

- 3.5.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.  
(N.B. - \$1,000,000 limits on larger contracts)
- 3.5.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.12 Certificates of Insurance.

- 3.5.12.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

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

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

3.5.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 ORDERING AUTHORITY.

- 3.8.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Office of Procurement Services, or by a Certified Agency Procurement Aid (CAPA).
- 3.8.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.
- 3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.
- 3.8.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.9 REQUIREMENTS CONTRACT:

- 3.9.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.
- 3.9.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.
- 3.9.3 Contractors agree to accept verbal notification of cancellation from the Office of Procurement Services Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.11 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.12 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

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

3.14 OFFSET FOR DAMAGES;

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

3.15 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.16 SUBCONTRACTING:

3.16.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

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

3.17 AMENDMENTS:

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

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

3.18.1 In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

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

3.19 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.20 VALIDITY:

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

3.21 RIGHTS IN DATA:

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

3.22 RELATIONSHIPS:

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

3.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.23.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.23.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.23.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3.23.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 3.23.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
- 3.23.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.
- 3.23.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.24 ALTERNATIVE DISPUTE RESOLUTION:

3.24.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute *in this matter* is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

- 3.24.1.1 Render a decision;
- 3.24.1.2 Notify the parties that the exhibits are available for retrieval; and
- 3.24.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).
- 3.24.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.
- 3.26.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

3.25 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §23-214 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.25.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its

subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

- 3.25.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.25.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~3.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

- ~~3.26.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.~~

- ~~3.26.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

3.27 CONTRACTOR LICENSE REQUIREMENT:

- 3.27.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

3.27.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.28 INFLUENCE

As prescribed in MCI-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MCI-902.

An attempt to influence includes, but is not limited to:

3.28.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

3.28.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

3.29 POST AWARD MEETING:

The Contractor shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

**EXHIBIT B**

Rid-A-Bird, L.L.C. – Pricing Sheet

RID-A-BIRD, LLC, 20435 N. 17<sup>TH</sup> DRIVE, PHOENIX, AZ 85027

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT:	X		
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	X		
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: <small>(Payment shall be made within 48 hours of utilizing the Purchasing Card)</small>		X	

PRICING SHEET: NIGP CODE: 8756701, 87567

**FIRST CALL**

**1.0 PRICING:**

All new installations to be project quoted. Listed below are labor rates for time and materials, bird repellent systems:

	<u>PRICE</u>
1.1 Labor, during business hours:	\$27.30/per hr.
1.2 Labor, after hours and Saturday:	\$27.30/per hr.
1.3 Labor, Sundays and holidays:	\$27.30/per hr.

Other Charges:

- 1.4 System components, materials, etc. required for T&M work under \$5,000

Cost plus: 30%

Terms: NET 30

Vendor Number: W000000876X

Telephone Number: 623/587-0125

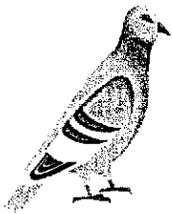
Fax Number: 623-582-3982

Contact Person: Ronald Matheson **Ken Gray**

E-mail Address: [ridabird@cox.net](mailto:ridabird@cox.net)

Certificates of Insurance: Required

Contract Period: To cover the period ending **January 31, 2012 2015.**



# RID-A-BIRD, LLC

Licensed & Insured – License 8390  
20435 N. 17<sup>th</sup> Drive, Phoenix, AZ 85027

Office: 623-587-0125 Fax: 623-582-3982 Email: [ridabird@cox.net](mailto:ridabird@cox.net)

**Performance Agreement for Bird Control**  
**“Quality is Your Guarantee”**



Date 9/5/2014

## PROGRAM INVESTMENT

Install 2' black netting for 2 covers

1.) 50' X 33'    2.) 50' X 21'

Power wash disinfect areas

Install 50' spikes on gutter ledge

		<i>Cost</i>	\$ <u>3460.00</u>
Initial _____	<input type="checkbox"/> Lifetime Warranty on Stainless Steel Spikes	\$ _____	<i>Warranty</i>
Initial _____	<input type="checkbox"/> Lifetime Warranty on Screen	\$ _____	<i>Tax</i>
		<i>Total</i>	\$ <u>3460.00</u>

Special Instructions: Area must be cleared of all equipment

## TERMS OF COOPERATION

- ▶ The implementation of our systems requires the bird technicians to get on the structure involved. Therefore, We are not responsible for repair or cleaning of broken roof tiles or any water related damages, if this situation is created by the necessity to get to certain areas on the roof to treat for the specific bird problem.
- ▶ It is the responsibility of the customer to notify and instruct any and all persons who might work around the applied Equipment, not to disturb, move, touch, tamper with or render said equipment inoperable in any way.
- ▶ All material is guaranteed to be as specified. All work will be completed in a professional manner according to standard practices.
- ▶ This contract is automatically renewed at the anniversary date unless written cancellation is given 30 days prior to the anniversary date.
- ▶ RID-A-BIRD, LLC reserves the right to cancel services if the terms of the contract are not followed.
- ▶ All bird control is for pigeon's unless otherwise specified.

## ALL BIDS ARE GOOD FOR 45 DAYS

### Billing Information

Company Name City of Glendale  
 Contact Name Julian Reyes  
 Address 6210 West Myrtle Avenue, #113  
 City Glendale State AZ Zip 85301  
 Phone # 623-930-2763  
 Fax # \_\_\_\_\_

### Job Site Information

Name \_\_\_\_\_ Traffic Signs & Markings \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone # \_\_\_\_\_  
 Cell Phone # \_\_\_\_\_  
 Fax# \_\_\_\_\_

Invoice amount is due at time of services     Invoice payment is due within 10 days     Invoice payment is due within 30 days  
**Signature here acknowledges acceptance of all terms and conditions and will be deemed personally binding to the signer.**

Signature \_\_\_\_\_ Technician Ken Gray