1. **SCOPE OF WORK**

Provide mosquito management chemicals and related items in conjunction with the County’s needs. Attachment 2 - Pricing Sheet provides the specific brand name chemicals that have been used in the past and are known to be effective in local conditions. Alternate products may be considered on a “brand name or equal” basis. Detailed and comprehensive documentation shall be provided that clearly substantiates the equal nature of alternative products.

This is an indefinite quantity contract with no guarantee that services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this solicitation. All services performed shall be in strict compliance with the latest codes, standards, and practices and in accordance with Federal, State, and Local laws.

1. **CONTRACTOR RESPONSIBILITIES**
   1. Provide mosquito management insecticide chemicals and related items.
   2. Provide a copy of the specific product labels for all products offered in direct response to the solicitation.
2. **COUNTY RESPONSIBILITIES**
   1. Reserves the right to award to one or more vendors.
   2. Reserves the right to add or remove products in conjunction with the County’s needs.
   3. Reserves the right to determine alternate equal products.
3. **DELIVERY REQUIREMENTS AND ACCEPTANCE.**
   1. FOB – Inside Destination.

# **“EQUAL” PRODUCT CAN BE CONSIDERED**

If a product or service requested by this ITB has been identified in the specifications by a brand name and has not been notated as a “No Substitute” item, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of product or service that will be acceptable. Vendors offering an alternate product will be considered for award if such product is clearly identified in the bid or proposal and is determined by the County to fully meet the salient characteristic requirements listed in the specifications. An alternate product will not be considered for any item notated “No Substitute”.

Unless the vendor clearly indicates in its bid or proposal that it is proposing an alternate product, the bid or proposal shall be considered as offering the same brand name referenced in the specifications.

If the vendor proposes to furnish an alternate product or service, the brand name of the product or service to be furnished shall be clearly identified. The evaluation of the bid or proposal and the determination as to acceptability of the alternate product or service shall be the responsibility of the County and will be based upon information furnished by the vendor. The County will not be responsible for locating or securing any information which is not included in the bid or proposal. To ensure that sufficient information is available, the vendor shall furnish as part of the bid or proposal all descriptive material necessary for the County to determine whether the product offered meets the salient characteristics required by the specifications. Failure to do so may be considered a material deviation supportive of rejection of the bid.

1. **REBATES AND SPECIAL PROMOTIONS**

All rebates and special promotions offered by a manufacturer during the term of the contract shall be passed on by the contractor(s) to the County. It shall be the responsibility of the contractor to notify the County of such rebates and/or special promotions during the contract period.

Special promotions shall be offered by the contractor(s) to the County provided that the new price charged for the item(s) is lower than would otherwise be available through the contract. It is understood that these special promotions may be of a limited duration. At the end of such promotion, the standard contract price shall prevail.

1. **SHELF LIFE OF STOCK**

The contractor(s) shall supply the County with fresh stock only and shall insure that items with a limited shelf life are inspected and certified fresh by the contractor prior to shipment to the County.

1. **SUBSTITUTION OF ITEMS DURING TERM OF CONTRACT**

Substitute brands or models may be considered during the contract period for discontinued models. The contractor shall not deliver any substitute item as a replacement to an awarded brand or model without express written consent of the Office of Procurement Services prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only when necessary. Excessive substitution requests may be cause to cancel the contract.

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