



STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES - PROCUREMENT DIVISION

CONTRACT NOTIFICATION

***** MANDATORY *****

CONTRACT NUMBER: **1-05-68-15**

DESCRIPTION: **MALATHION, ULV CONCENTRATE,
95% ACTIVE**

CONTRACTOR: **WESTERN FARM SERVICE**

EFFECTIVE DATES: **1/ 1/2005** THROUGH **12/31/2007**

SUPERSEDES CONTRACT NO.: **1-00-68-15**

AREA: **STATEWIDE**

DISTRIBUTION: **DISTRIBUTION BY FOOD & AG**

* TAX: Add appropriate sales and use tax.
Exempt from Federal Excise Tax.

*Food contracts are tax exempt.

Rita Hamilton 12/10/04

RITA HAMILTON, Deputy Director

Use of this agreement by all agencies is mandatory with monetary exceptions stated herein or contained in State Administrative Manual.

To obtain assistance or report non-compliance by supplier, or for any suggestions or recommendations write:

Department of General Services, Procurement Division, P.O. Box 989054, W. Sacramento, CA 95798-9054,
or call: Contract Administrator, **GEORGE HORTIN** 916-375-4449, CALNET 480-4449

Contract (Mandatory): 1-05-68-15

SUPPLIER ID: 14423
NAME: WESTERN FARM SERVICE
ADDRESS: 2787 W BULLARD AVE #101
FRESNO, CA 93711-1168

CONTACT: 877-515-9408 JOHN F LAUGHLIN
FAX NUMBER: 559-436-0378
TERMS OF PAYMENT: NET-60
FOB: Destination
MINIMUM ORDER: AS SPECIFIED

SCOPE: This contract covers estimated requirements for a two-year period, on demand at various locations throughout California, for MALATHION ULV CONCENTRATE, 95% ACTIVE, NOT OVER 30 PPM METHYL MERCAPTAN. Equivalent to Clean Crop Malathion ULV Concentrate Insecticide. Insecticide must be currently labeled for use in California in rangeland for the control of beet leafhopper. Per Scope of Work, "Malathion for California Dept. of Food & Agriculture, September 2004." Requirements include secure centralized Malathion storage within 100 miles of CDFA Fresno Headquarters, vendor furnished tanks, supply of pump, and movement of tank(s) to various airstrips, as directed, including Saturdays, Sundays and holidays. This contract may be extended for two additional, one-year optional periods.

PRICE: Price is maximum/fixed for the contract term.

All prices quoted are F.O.B. destination, throughout California, as required by this program.

MINIMUM ORDER: Per the attached Scope of Work, "Malathion for California Dept. of Food & Agriculture, September 2004."

DELIVERY: Throughout the State of California, as specified on the attached Scope of Work.

ORDERING PROCEDURE: Items will be ordered by the using agency on a contract/delegation order form sent directly to the contractor.

PRODUCT QUALITY: Products received shall in all cases be in accordance with first quality standards. Products shall be free from any defects affecting serviceability. Items not meeting these standards will be returned at the supplier's expense. No substitutions of products may be made without previous written approval by the Procurement Division.

CONTRACT DOLLAR VALUE: The total dollar value of the contract shall be the amount expended during the contract term, plus any optional extension period.

The State's obligation to pay is solely from funds appropriated for the acquisition of the products on this bid/contract. If funds are not appropriated for future fiscal years, the contract dollar amount will be reduced accordingly. Receipt of a contract delegation order or purchase order under the contract is proof of availability of funds for that order.

QUANTITY: Quantities are estimated and are the anticipated contract purchase pattern. Actual purchases may vary from this pattern. Emergency purchases may be made off contract.

The State will not be obligated to purchase contractor's excess inventory of any line item if actual purchases vary from the anticipated purchase pattern.

The State will not be obligated to purchase chemicals that are banned by California EPA or other governing body subsequent to award of the contract.

INVOICING REQUIREMENTS: The contractor is to render invoices as instructed on individual orders. Invoices shall include the order number, the contract number, the commodity code number, the unit price, and the extension. State sales and/or use tax is to be added to each invoice.

Contract (Mandatory): 1-05-68-15

PACKAGING: Exterior packaging is to show the contents and the purchase order number. All the packaging is to conform to the applicable freight classifications, Surface Transportation Board and/or postal regulations, and is to be of a quality to assure final delivery without damage to the contents.

USAGE REPORTS: The contractor is required to submit a detailed usage report every three months commencing from the date of award to the Procurement Division, Attention: Wanda Mundell. This report is to include total quantities per item number, the total dollar amount ordered of each item, and a grand total for the three months for all orders issued by the using agencies. Invoice copies or list of purchase orders will not fulfill this requirement.

SUPPLIER'S LOCATION: List below the location(s) to which contract/delegation orders should be sent:

Name & Address Western Farm Service
 2787 W. Bullard Ave. #101
 Fresno, CA 93711

Contact Person & Phone Number: John Laughlin or Donna Sikes 877-515-9408

PEST CONTROL DEALER'S LICENSE: Bidder must hold a current California Pest Control Dealer's License issued by the Department of Pesticide Regulation. The license must be in effect by the bid due date. The license number, licensee, and expiration date shall be shown below:

Licensee: Western Farm Service
License No.: 12038 00048
Expiration Date: December 31, 2005

License substitutions are not acceptable.

Supplier Representative on this Contract

Name: John Laughlin 24-Hour Phone Number: 559-285-2033 (cell)

Permanent Storage Facility Location/Address (w/in 100 Miles of Fresno), with minimum 5,000 (maximum 10,000) gallon tank.

Location/Address: 2749 E. Malaga Ave.
 Fresno, CA 93725

GENERAL PROVISIONS: General Provisions GSPD-401Non-IT Commodities, effective 4/26/2004, apply to this contract.

SCOPE OF WORK
September 2004
MALATHION FOR CALIFORNIA DEPT OF FOOD & AGRICULTURE
Contract 1-05-68-15

Vendor will deliver Malathion in accordance with the following Scope of Work and with directions provided by a designated state Department of Food & Agriculture representative.

Insecticide:

The insecticide shall meet the following specifications:

Malathion, ULV Concentrate 95% active ingredient per gallon, not over 30 ppm methyl mercaptan. Equivalent to Clean Crop Malathion ULV Concentrate Insecticide. Insecticide must currently be labeled for use in California on rangeland for the control of beet leafhopper.

Contractor/Vendor Responsibilities:

Vendor will provide at no cost to the State secure centralized Malathion insecticide storage, ranging from a minimum 5,000 to a maximum of 10,000 gallons, certified to be free from foreign contamination, within 100 miles of the Fresno Headquarters.

Insecticide must be delivered in vendor furnished portable, trailer mounted stainless steel or poly tank(s) in quantities that may vary from (a minimum) 200 to (a maximum) 2,000 gallons per delivery. All tanks must be free of foreign contamination.

Vendor will supply a suitable pump having a capacity of at least 30 gallons per minute (GPM) powered by a gasoline engine of not less than 3 horse-power and a suitable discharge nozzle at each delivery site. Vendor will also provide a meter with a minimum of 30 GPM capacity with each pump, along with connections to couple tanks, pumps and meters, and a fill hose of at least 15 feet in length. All outlets, connectors, hoses, pumps, etc. shall be a minimum two "2" inch diameter.

Vendor will move the portable stainless steel or poly tank(s) to various airstrips as directed by the State representative, including Saturdays, Sundays and holidays. The Vendor will be supplied a list stating the location of airstrips/sites. Due to varying and unknown treatment schedules, it may be necessary for Vendor to move the portable storage more than one time per day.

The Vendor is advised that adverse conditions may cause the State to cancel delivery or site location with a notice of not less than eight (8) hours, and insecticide delivered may not be used, in which case, the tanks must be picked up and returned to vendor's inventory.

The Vendor shall provide a point of contact representative to assist the State operations manager on any issues relating to contract performance, and furnish a 24-hour/seven day a week contact phone number for this designated individual. Additionally, the Vendor shall provide a 24-hour/seven day a week contact phone number in case of an insecticide emergency.

State Responsibilities:

State representative will determine the time and place for each delivery.

The State will provide the Vendor at least 48 hours notice for insecticide deliveries prior to the initial start for each of the primary treatment periods occurring for the fall, spring, and winter spray operations. Once these treatment activities begin, if needed, the State will notify the Vendor by 4:00 p.m. each day as to any delivery points for the following day. The State will provide a list of the location of airstrips/sites and will specify the exact delivery points. The State may cancel delivery or site location with a notice of not less than eight (8) hours.

SCOPE OF WORK
September 2004
MALATHION FOR CALIFORNIA DEPT OF FOOD & AGRICULTURE
Contract 1-05-68-15

Basis for Payment:

Payments will be authorized upon submission and approval of invoices, submitted in arrears. Invoices for Malathion delivered on location will only be processed for payment upon receipt of both weight tags (delivery and pickup) verifying actual pounds (gallons) of insecticide used correlated to each individual shipped container.

The Vendor shall furnish two separate shipping bill/weight tags for each container delivered. The first shipping bill/weight tag will be the initial weight at time of delivery. The second weight tag will be made upon the pickup/return of the used container, for the purposes of calculating the exact amount of insecticide used. The Vendor will fax the pickup/return weight tags associated with a specific container to the CTVCP headquarters in Fresno within 48 hours of weighing.

Delivery Areas:

While a majority of the work occurs in Fresno, Kern, and Kings counties, delivery on this contract shall encompass any county in California where an emergency situation may occur. Most deliveries shall be made to remote areas and may include the counties noted below.

Fresno County, Kern County, Kings County, Imperial County, Merced County, Monterey County, Riverside County, Santa Barbara County, and San Luis Obispo County

Supplier/Bidder Site Inspection Prior to Award:

A state representative (or representatives) will inspect the storage facility (as required by this Scope of Work) identified by the bidder in the solicitation prior to award of the contract. The state would expect that the Supplier Representative identified in the bid, available for 24-hour a day contact, will represent the bidder at the site to answer any questions the state may have.

The site shall be available for inspection upon 5 working days of notification by the state. The State reserves the right to take photographs of the site as a record of site preparedness and qualification.

Failure to have the site available for inspection by the state within 5 working days, or a determination that the site does not satisfy Scope of Work requirements shall be cause for a determination that the bid is noncompliant, in which case it shall be rejected.