



City Council Staff Report

DATE: October 5, 2016

CONSENT AGENDA

SUBJECT: AWARD CONTRACT FOR PEST EXTERMINATION AND CONTROL SERVICES FOR ALL CITY-OWNED BUILDINGS AND FACILITIES INCLUDING THE AIRPORT

FROM: David Ready, City Manager

BY: Maintenance and Facilities Department

SUMMARY

This action would award a contract for pest extermination and control services necessary to maintain a pest free environment in all City-owned buildings and facilities including the Airport; which will be managed by the Maintenance and Facilities Department.

RECOMMENDATION:

1. Award a contract services agreement for Bid (IFB) 17-01, Pest Extermination and Control Services, for all City-owned buildings and facilities including the Airport to Lloyd Pest Control, of Palm Springs, CA, for an initial 3 year term at annual fixed cost of \$14,520.00 (total contract amount of \$43,560.00), with 2 one-year renewal options subject to a CPI increase, at the mutual consent of the city and contractor.
2. Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

The City requires regular pest extermination and control services in order to provide a healthy, pest-free environment in City-owned buildings and facilities. This can only be accomplished using a licensed and skilled contractor implementing a consistent and effective extermination and control program to sufficiently manage the 51 service locations within the City's jurisdiction.

To accomplish the procurement of this firm, the City's Procurement Division worked closely with staff from the Maintenance and Facilities and the Aviation departments to

ITEM NO. 1E

issue an Invitation for Bid (IFB) 17-01 for City Wide Pest Extermination and Control Services for all the 51 service locations. The scope of work includes pest extermination and control services at least once a month at each service location and twice each month at the Airport facility. In addition to the regularly scheduled services, the Contractor is required to respond to call-back requests within twenty-four (24) hours at no additional cost to the City.

Pests are defined as rodents (including rats, mice and squirrels), ants, mites, cockroaches, crickets, silverfish, spiders, flies, larva, arachnoids, scorpions and any other pests defined as insects. Other flying insects that may need to be removed or treated on an as-needed basis only are bees, wasps, hornets and fleas. Removal of these insects will only be from areas that are accessible without any structural alterations. Pests excluded from this contract include termites and other wood-destroying insects. If the Contractor is called out for the removal of bees, wasps, and hornets; or to provide flea treatment, then the Contractor shall bill the City at an additional fixed rate cost.

The bid was advertised in The Desert Sun, posted on the City's website, and notice sent to Twelve (12) firms. Six (6) firms attended the walk-thru held on August 30, 2016, and Five (5) bids were received, opened and read publicly in the Procurement Office at the bid opening time and date of 3:00 P.M., September 20, 2016.

The Procurement and Contracting Department conducted formal invitation for bids (IFB) 17-01 which was posted to the City's website August 17, 2016. Five (5) responsive bids were received by the September 9, 2016 bid due date and time from the following firms:

Vendor	Annual Price Bid
Loyd Pest Control	\$14,520.00
Truly Nolan	\$17,916.00
Orkin Pest Control	\$19,260.00
Vacate Termite & Pest Elimination Co.	\$27,180.00
Palm Springs Pest Control Inc.	\$142,680.00

Staff is recommending the contract services agreement be awarded to Lloyd Pest Control as they submitted the lowest bid in the amount of \$14,520.00 per year (total contract amount of \$43,560.00) which is almost fourteen percent (14%) less than our current pest extermination and control services provider at an annual cost of \$16,800.00 (total contract amount of \$50,400.00). As needed, the removal of bees, wasps, and hornets will be billed at a fixed rate cost of \$175.00 (1st Floor) and \$250.00 (2nd Floor) per occurrence excluding the cost of a boom lift if necessary for removal; and flea treatment will be billed at a fixed rate cost of \$125.00 per occurrence.

The Contract pricing is fixed for the initial three (3) years of the Agreement term. For optional years 4 and 5, Contractor may request a price adjustment not to exceed the

Bureau of Labor Statistic's Consumer Price Index (CPI) for the LA/Riverside/Anaheim region for the prior 12 month period effective on the anniversary date. Optional renewal years 4 and 5, and any associated CPI increase, are at the mutual consent of the City and the Contractor.

FISCAL IMPACT

Funding for these services has been approved in the FY 16-17 budget and is available in accounts 520-5641-43200 and 415-6200-43200.

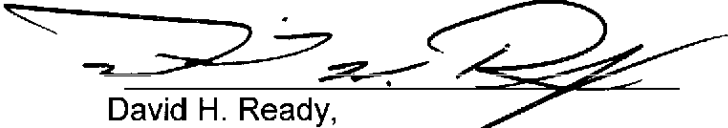
Submitted:



Staci A. Schafer,
Director of Maintenance & Facilities



Marcus Fuller
Assistant City Manager



David H. Ready,
City Manager

Attachments:

- 1) Contract Services Agreement

**CONTRACT SERVICES AGREEMENT
CITYWIDE PEST CONTROL SERVICES**

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is entered into, and effective on _____, 201__, between the CITY OF PALM SPRINGS, a California charter city and municipal corporation, ("City") and The Lloyd Pest Control Company, Inc. a California Corporation ("Contractor"). City and Contractor are individually referred to as "Party" and are collectively referred to as the "Parties".

RECITALS

A. City has determined that there is a need for a Pest Extermination and Control Company for Pest Control for various City buildings/ facilities, including the Palm Springs International Airport project ("Project").

B. Contractor has submitted to City a bid to provide pest extermination and control services to City for the Project under the terms of this Agreement.

C. Contractor is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided in this Agreement.

D. City desires to retain Contractor to provide such contract services.

In consideration of these promises and mutual obligations, covenants, and conditions, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor agrees to perform the contract services set forth in the Scope of Services described in Exhibit "A" (the "Services" or "Work") , which is attached and incorporated by reference. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and contract services and that Contractor is experienced in performing the Work and Services contemplated and, in light of such status and experience, Contractor covenants that it shall follow the highest contract standards in performing the Work and Services required in this Agreement. For purposes of this Agreement, the phrase "highest contract standards" shall mean those standards of practice recognized as high quality among well-qualified and experienced contracts performing similar work under similar circumstances.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Scope of Services; (3) the City's Request for Bids; and, (4) the Contractor's signed, original bid submitted to the City ("Contractor's Bid"), (collectively

referred to as the "Contract Documents"). The City's Request for Bids and the Contractor's Bid, which are both attached as Exhibits "B" and "C", respectively, are incorporated by reference and are made a part of this Agreement. The Scope of Services shall include the Contractor's Bid. All provisions of the Scope of Services, the City's Request for Bids and the Contractor's Bid shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the provisions of the Scope of Services (Exhibit "A"); (2nd) the provisions of the City's Request for Bid (Exhibit "B"); (3rd) the terms of this Agreement; and, (4th) the provisions of the Contractor's Bid (Exhibit "C").

1.3 Compliance with Law. Contractor warrants that all Services rendered shall be performed in accordance with all applicable federal, state, and local laws, statutes, ordinances lawful orders, rules, and regulations.

1.4 Licenses, Permits, Fees, and Assessments. Contractor represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work and Services required by this Agreement. Contractor shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City to the fullest extent permitted by law.

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the Services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services. Should the Contractor discover any latent or unknown conditions that will materially affect the performance of the Services, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the City.

1.6 Care of Work. Contractor shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components to prevent losses or damages. Contractor shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Parties agree to use reasonable care and

diligence to perform their respective obligations under this Agreement. Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Contractor, incorporating any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement. Any adjustments must also be approved in writing by the Contractor. Any increase in compensation of up to twenty-five percent (25%) of the Maximum Contract Amount or \$25,000, whichever is less, or in the time to perform of up to thirty (30) days, may be approved by the City Manager, or his designee, as may be needed to perform any extra work. Any greater increases, occurring either separately or cumulatively, must be approved by the Palm Springs City Council. It is expressly understood by Contractor that the provisions of this section shall not apply to the services specifically set forth or reasonably contemplated within the Scope of Services.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services rendered under this Agreement, Contractor shall be compensated by City in accordance with the Schedule of Compensation, which is attached as Exhibit "D" and incorporated in this Agreement by reference. Compensation shall not exceed the maximum contract amount of Forty Five Thousand Three Hundred and Sixty Dollars, (\$45,360.00) ("Maximum Contract Amount"), for initial 3 year term for routine pest control fixed services, except as may be provided under Section 1.8. The method of compensation shall be as set forth in Exhibit "D." Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated under Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation. The Maximum Contract Amount shall include the attendance of Contractor at all Project meetings reasonably deemed necessary by the City. Contractor shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Contractor accepts the risk that the services identified in the Scope of Services may be more costly and/or time-consuming than Contractor anticipates, that Contractor shall not be entitled to additional compensation, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Services. The maximum amount of city's payment obligation under this section is the amount specified in this Agreement. If the City's maximum payment obligation is reached before the Contractor's Services under this Agreement are completed, Contractor shall complete the Work and City shall not be liable for payment beyond the Maximum Contract Amount.

2.2. Method of Payment. Unless another method of payment is specified in the Schedule of Compensation (Exhibit "D"), in any month in which Contractor wishes to receive payment, Contractor shall submit to the City an invoice for services rendered prior to the date of the invoice. The invoice shall be in a form approved by the City's Finance Director and must be submitted no later than the tenth (10) working day of such month. Such requests shall be based

upon the amount and value of the services performed by Contractor and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Contractor within forty-five (45) days after receipt of the invoice or as soon as is reasonably practical. There shall be a maximum of one payment per month.

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by City, Parties shall execute a written amendment to this Agreement, specifying all proposed amendments, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents, work product, or work, when required by the enactment or revision of any subsequent law; or

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

2.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated by the City Council for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon attached Schedule of Performance (Exhibit "E"), incorporated by reference.

3.2 Schedule of Performance. Contractor shall commence the Services under this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance. When requested by Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but such extensions shall not exceed one hundred eighty (180) days cumulatively; however, the City shall not be obligated to grant such an extension.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered under this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (financial inability excepted) if Contractor, within ten (10) days of the commencement of such delay, notifies the Contract Officer in writing of the causes of the delay. Unforeseeable causes include, but are not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the

City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement under this section.

3.4 Term. Unless earlier terminated under this Agreement, this Agreement shall commence upon the effective date of this Agreement and continue in full force and effect until completion of the Services. However, the term shall not exceed three (3) years from the commencement date, except as otherwise provided in the Schedule of Performance described in Section 3.2 above. Any extension must be through mutual written agreement of the Parties.

3.5 Termination Prior to Expiration of Term. City may terminate this Agreement for its convenience at any time, without cause, in whole or in part, upon giving Contractor thirty (30) days written notice. Where termination is due to the fault of Contractor and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon such notice, City shall pay Contractor for Services performed through the date of termination. Upon receipt of such notice, Contractor shall immediately cease all work under this Agreement, unless stated otherwise in the notice or by written authorization of the Contract Officer. After such notice, Contractor shall have no further claims against the City under this Agreement. Upon termination of the Agreement under this section, Contractor shall submit to the City an invoice for work and services performed prior to the date of termination. Contractor may terminate this Agreement, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Contractor may determine.

4. COORDINATION OF WORK

4.1 Representative of Contractor. The following principal of Contractor is designated as being the principal and representative of Contractor authorized to act in its behalf and make all decisions with respect to the Services to be performed under this Agreement: Howard Jacobs, Account Manager. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services performed hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be the City Manager or his/her designee ("Contract Officer"). Contractor shall be responsible for keeping the Contract Officer fully informed of the progress of the performance of the services. Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified, any approval of City shall mean the approval of the Contract Officer.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall

not assign full or partial performance of this Agreement, nor any monies due, voluntarily or by operation of law, without the prior written consent of City. Contractor shall not contract with any other entity to perform the Services required under this Agreement without the prior written consent of City. If Contractor is permitted to subcontract any part of this Agreement by City, Contractor shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Contractor. City will deal directly with and will make all payments to Contractor. In addition, neither this Agreement nor any interest in this Agreement may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted in this Agreement shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability under this Agreement without the express written consent of City.

4.4 Independent Contractor. The legal relationship between the Parties is that of an independent contractor, and nothing shall be deemed to make Contractor a City employee.

A. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act or represent themselves as City officers or employees. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Contractor's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

B. Contractor shall not have any authority to bind City in any manner. This includes the power to incur any debt, obligation, or liability against City.

C. No City benefits shall be available to Contractor, its officers, employees, or agents in connection with any performance under this Agreement. Except for contract fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, or

agents, for injury or sickness arising out of performing Services. If for any reason any court or governmental agency determines that the City has financial obligations, other than under Section 2 and Subsection 1.8 in this Agreement, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, servants, representatives, subcontractors, or agents, Contractor shall indemnify City for all such financial obligations.

5. INSURANCE

5.1 Types of Insurance. Contractor shall procure and maintain, at its sole cost and expense, the insurance described below. The insurance shall be for the duration of this Agreement and includes any extensions, unless otherwise specified in this Agreement. The insurance shall be procured in a form and content satisfactory to City. The insurance shall apply against claims which may arise from the Contractor's performance of Work under this Agreement, including Contractor's agents, representatives, or employees. In the event the City Manager determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager or his designee. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified in this Agreement. Except as otherwise authorized below for contract liability (errors and omissions) insurance, all insurance provided under this Agreement shall be on an occurrence basis. The minimum amount of insurance required shall be as follows:

A. Errors and Omissions Insurance. Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, standard industry form contract liability (errors and omissions) insurance coverage in an amount of not less than one million dollars (\$1,000,000.00) per occurrence and two-million dollars (\$2,000,000.00) annual aggregate, in accordance with the provisions of this section.

(1) Contractor shall either: (a) certify in writing to the City that Contractor is unaware of any contract liability claims made against Contractor and is unaware of any facts which may lead to such a claim against Contractor; or (b) if Contractor does not provide the certification under (a), Contractor shall procure from the contract liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services under this Agreement.

(2) If the policy of insurance is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Services provided hereunder. In the event of termination of the policy during this period, Contractor shall obtain continuing insurance coverage for the prior acts or omissions of Contractor during the course of performing Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City Manager.

(3) In the event the policy of insurance is written on an “occurrence” basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Services under the terms of this Agreement.

B. Workers’ Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers’ compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers’ compensation insurer waiving subrogation rights under its workers’ compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers’ compensation insurance policies. If Contractor has no employees, Contractor shall complete the City’s Request for Waiver of Workers’ Compensation Insurance Requirement form.

C. Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000.00) general aggregate for bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations.

D. Business Automobile Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. Employer Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars (\$1,000,000.00) for bodily injury or disease.

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager or his/her designee prior to commencing any work or services under this Agreement. Contractor guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager or his/her designee may require evidence of pending claims and claims history as well as evidence of Contractor’s ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

5.3 Other Insurance Requirements. The following provisions shall apply to the insurance policies required of Contractor under this Agreement:

- 5.3.1 For any claims related to this Agreement, Contractor's coverage shall be primary insurance with respect to the City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- 5.3.2 Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.
- 5.3.3 All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.
- 5.3.4 No required insurance coverages may include any limiting endorsement which substantially impairs the coverages set forth in this Agreement (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Manager and approved in writing.
- 5.3.5 Contractor agrees to require its insurer to modify insurance endorsements to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided in this Agreement.
- 5.3.6 Contractor agrees to ensure that subcontractors, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.
- 5.3.7 Contractor acknowledges and agrees that any actual or alleged failure on

the part of the City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights in this or any other regard.

- 5.3.8 Contractor shall provide proof that policies of insurance required in this Agreement, expiring during the term of this Agreement, have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.
- 5.3.9 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 5.3.10 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impair the provisions of this section.
- 5.3.11 Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City, or to reduce or dilute insurance available for payment of potential claims.
- 5.3.12 Contractor agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

5.4 Sufficiency of Insurers. Insurance required in this Agreement shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B++, Class VII, or better, unless such requirements are waived in writing by the City Manager or his designee due to unique circumstances.

5.5 Verification of Coverage. Contractor shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, affecting all of the

coverage's required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Contractor's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Errors and Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Palm Springs or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

1. *"The City of Palm Springs, its officials, employees, and agents are named as an additional insured..." ("as respects City of Palm Springs Contract No. ____" or "for any and all work performed with the City" may be included in this statement).*

2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have..." ("as respects City of Palm Springs Contract No. ____" or "for any and all work performed with the City" may be included in this statement).*

3. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.*

4. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of Palm Springs shall be named the certificate holder on the policies. All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Contractor's obligation to provide them.

6. INDEMNIFICATION

6.1 Indemnification and Reimbursement. To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Contractor's employees included), for damage to property, including property owned by City, from any violation of any federal, state, or local law or ordinance, and from errors and omissions committed by Contractor, its officers, employees, representatives, and agents, that arise out of or relate to Contractor's performance under this Agreement. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the City, its elected officials, officers, employees, agents, and volunteers. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability under this Agreement. Contractor's indemnification obligation shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

6.2 Design Contract Services Indemnification and Reimbursement. If the Agreement is determined to be a "design contract services agreement" and Contractor is a "design contract" under California Civil Code Section 2782.8, then:

A. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole cost and expense), protect and hold harmless City and its elected officials, officers, employees, agents and volunteers and all other public agencies whose approval of the project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Contractor's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligence, recklessness or willful misconduct of Contractor, its agents, employees, or subcontractors, or arise from Contractor's negligent, reckless or willful performance of or failure to perform any term, provision, covenant or condition of this Agreement ("Indemnified Claims"), but Contractor's liability for Indemnified Claims shall be reduced to the extent such Claims arise from the negligence, recklessness or willful misconduct of the City and its elected officials, officers, employees, agents and volunteers.

B. The Contractor shall require all non-design-contract sub-contractors, used or sub-contracted by Contractor to perform the Services or Work required under this Agreement, to execute an Indemnification Agreement adopting the indemnity provisions in sub-section 6.1 in favor of the Indemnified Parties. In addition, Contractor shall require all non-design-contract sub-contractors, used or sub-contracted by Contractor to perform the Services or Work required under this Agreement, to obtain insurance that is consistent with the Insurance provisions as set

forth in this Agreement, as well as any other insurance that may be required by Contract Officer.

7. REPORTS AND RECORDS

7.1 Accounting Records. Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement, or as the Contract Officer shall require. Contractor acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed under this Agreement. For this reason, Contractor agrees that Contractor shall promptly notify the Contract Officer the estimated increased or decreased cost if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the contemplated Work or Services. If Contractor is providing design services, Contractor shall promptly notify the Contract Officer the estimated increased or decreased cost for the project being designed if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the design services.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Contractor, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and the City shall indemnify the Contractor for all resulting damages. Contractor may retain copies of such documents for their own use. Contractor shall have an unrestricted right to use the concepts embodied in this Agreement. Contractor shall ensure that all its subcontractors shall provide for assignment to City of any documents or materials prepared by them. In the event Contractor fails to secure such assignment, Contractor shall indemnify City for all resulting damages.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Contractor in the performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Contractor shall provide City, or other agents of City, such access to Contractor's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Contractor's performance under this Agreement. Contractor shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such County, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.3 Default of Contractor. Contractor's failure to comply with any provision of this Agreement shall constitute a default.

A. If the City Manager, or his designee, determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. Contractor shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Contractor fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing shall limit City's right to terminate this Agreement without cause under Section 3.5.

B. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section

8.3A, take over the work and prosecute the same to completion by contract or otherwise. The Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages). The City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided in this Agreement.

8.4 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions.

8.5 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.6 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, remedy or recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Attorney Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses. These include but are not limited to reasonable attorney fees, expert contractor fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. Contractor acknowledges that no officer or employee of the City has or shall have any direct or indirect financial interest in this Agreement nor shall Contractor enter into any agreement of any kind with any such officer or employee during the term of this Agreement and for one year thereafter. Contractor warrants that Contractor has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, national origin, sexual orientation, gender identity, gender expression, physical or mental disability, or medical condition. Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, national origin, sexual orientation, gender identity, gender expression, physical or mental disability, or medical condition. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement. To the fullest extent permissible under law, and in lieu of any other warranty by City or Contractor against patent or copyright infringement, statutory or otherwise:

A. It is agreed that Contractor shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Contractor shall pay all costs and damages finally awarded in any such suit or claim, provided that Contractor is promptly notified in writing of the suit or claim and given authority, information and assistance at Contractor's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of Contractor. However, Contractor will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Contractor when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Contractor shall have sole control of the defense of any such claim or suit and all negotiations for settlement in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Contractor's expense. Contractor shall not be obligated to indemnify City under any settlement that is made without Contractor's consent, which shall not be unreasonably withheld. If the use or sale of such item is enjoined as a result of the suit or claim, Contractor, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 Notice. Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or any other person shall be in writing. All notices shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission. All notices shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, and instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To City: City of Palm Springs
Attention: City Manager & City Clerk
3200 E. Tahquitz Canyon Way
Palm springs, California 92262
Telephone: (760) 323-8204
Facsimile: (760) 323-8332

To Contractor: Lloyd Pest Control Company, Inc.
PO Box 580490
N. Palm Springs, CA 92258
Attention: Howard Jacobs
Telephone: 760-460-1181
Facsimile: 760-365-3236

10.3 Integrated Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter in this Agreement.

10.4 Amendment. No amendments or other modifications of this Agreement shall be binding unless through written agreement by all Parties.

10.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision

of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 Third Party Beneficiary. Except as may be expressly provided for in this Agreement, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party to this Agreement.

10.7 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth in this Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he or she is executing this Agreement is duly authorized and existing, (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing, (iii) by so executing this Agreement, the Party for which he or she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he or she is signing is bound.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates stated below.

“CITY”
City of Palm Springs

Date: _____

By: _____
David H. Ready
City Manager

APPROVED AS TO FORM:

ATTEST

By: _____
Douglas C. Holland,
City Attorney

By: _____
James Thompson,
City Clerk

APPROVED BY CITY COUNCIL:

Date: _____ **Agreement No.** _____

Corporations require two notarized signatures. One signature must be from Chairman of Board, President, or any Vice President. The second signature must be from the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.

CONTRACTOR NAME:

Check one Individual Partnership Corporation

Address _____

By _____
Signature (Notarized)

By _____
Signature (Notarized)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

EXHIBIT "A"

SCOPE OF SERVICES

Scope of Work: The Contractor shall provide environmentally friendly pest extermination and control services, including rodent and pest control, inside designated City-owned buildings/facilities including the Airport buildings and in outside areas adjacent to these designated buildings. Services shall be performed at least once per month at each City Facility location and twice per month at the Airport locations.

The Contractor and all of Contractor's personnel performing services hereunder shall possess all licenses required by the State of California to perform said services, including but not limited to the requirements of the Structural Pest Control Board and the Department of Pesticide Regulation.

The Contractor agrees to provide the services in a safe and environmentally friendly manner in accordance with current pest elimination procedures to eliminate rodents and insects. The Contractor will provide all materials, supplies, equipment, personnel and supervision necessary to perform the required services. Material and methods of application used in the performance of such services shall conform to applicable federal, state and local laws and regulations. Prior to commencement of work, the Contractor shall furnish to the City's Contract Officer Material Safety Data Sheets for all chemicals to be used in the performance of the scope of work. A log book shall be provided by and completed by Contractor's employee at the time of completion of any work being performed at any City property. This log book shall remain at the City Yard, 425 N. Civic Drive, Palm Springs, CA. 92262 and will list details of pest control measurements by location and date.

In addition to the monthly service, the Contractor shall be subject to call-back any time an indication of an infestation is noted. The Contractor shall respond to call-back requests within twenty-four (24) hours at no additional cost to the City.

Special inspections may be requested by the City Representative, as needed. Any problems noted during the inspection shall be corrected within the following 24 hour period.

Pests are defined as rodents (including rats, mice and squirrels), ants, mites, cockroaches, crickets, silverfish, spiders, flies, larva, arachnoids, scorpions and any other pests defined as insects. Other flying insects that may need to be removed or treated on an as-needed basis only are bees, wasps, hornets and fleas. Removal of these insects will only be from areas that are accessible without any structural alterations. Pests excluded from this contract include termites and other wood-destroying insects.

All of Contractor's employees, representatives and officials shall be expected to maintain excellent relations with the public, City officials and employees. Any display of offensive, discourteous or rude behavior by any representative of the Contractor may be cause for contract termination. Use of alcoholic beverages by Contractor's representatives is prohibited, and representatives are prohibited from being on the premises under the influence of alcohol or any other substances.

Locations of Service: Pest extermination and control services shall be provided at all of the following City buildings/facilities:

LOCATION	ADDRESS	SQUARE FEET
TO BE SERVICE ONCE (1) PER MONTH		
Fire Dept. Training Ctr.	3000 E. Alejo Road	1,410
Palm Springs Stadium	1901 E. Baristo Road	16,506
Baristo Practice Field	1901 E. Baristo Road	480
Leisure Center	401 S. Pavilion Way	15,155
City Hall	3200 E. Tahquitz Canyon Way	48,183
Fire Station #1	277 N. Indian	5,364
Fire Station #2	300 N. El Cielo Road	19,309
Fire Station #3	590 E. Racquet Club Road	6,266
Fire Station #4	1300 La Verne Way	5,380
Fire Station #5	5800 Bolero Road	3,764
Belardo Parking Structure	Corner of Belardo & Tahquitz	12,880
J.C. Frey Building	1711 E. Baristo Road	3,617
Police Department	200 S. Civic Drive	53,680
Pavilion	403 S. Pavilion Way	20,200
J.O.J.D.H. Unity Center	480 Tramview Road	13,373
Swim Center	405 S. Cerritos	8,048
Visitor's Center/ Entry Sign	2901 N. Palm Canyon	2,761
McManus Village Buildings	Palm Canyon Drive	4 buildings
Cornelia White house	223 Palm Canyon Drive	940
Cultural Museum Gallery	221 Palm Canyon Drive	3,310
Fudge & Candy Shop	211 Palm Canyon Drive	2,685
Jim Ruddy's General Store	219 Palm Canyon Drive	916
Library	300 S. Sunrise Way	34,254
City Corporate Yard	425 N. Civic Drive	44,782
Cogen Muni Plant	205 N. El Cielo	2,116
Cogen Sunrise Plant	403 S. Pavilion Way	1,702
Palm Springs Skate Park	403 S. Pavilion	30,000
Baristo Parking Structure	Corner of Baristo & Indian Canyon	124,251
Police Sub Station	105 S. Indian Canyon	2,475
Welwood Library	100 S. Palm Canyon Drive	5,953
Dog Park	222 N. Civic Drive	56,000
Palm Springs Train Station	North Indian Avenue	2,160
Palm Springs Animal Shelter	1810 Camino Parocela	21,000
Plaza Theater	128 S. Palm Canyon Drive	15,100
Palm Canyon Theater	538 N. Palm Canyon Drive	13,199
Desert Art Center	550 N. Palm Canyon Drive	5,073
Demuth Community Park	3601 E. Mesquite Ave.	21,000
Demuth Concessions Building	4365 E. Mesquite Ave.	1,767
City Park Restrooms		
Demuth Restrooms (3 buildings)	Mesquite Ave.	1,670
Ruth Hardy Park Restroom	700 Tamarisk Road	684
Sunrise Park	1401 E. Baristo Road	200
Victoria Park	2650 Via Miraleste	684

PALM SPRINGS INTL. AIRPORT TO BE SERVICED TWICE (2) PER MONTH	3400 E. Tahquitz Canyon Way	8 buildings/ areas
Main Terminal Building	"	113,785
Bono Concourse	"	78,722
RJ Concourse South	"	15,000
Ground Transportation Center Facility (GTC –Taxi Building & CNG Fueling Station)	"	1,990
Loop Road/ Parking Lots	"	641,501
Customs Facility	"	3,638
Vehicle Inspection Plaza	"	2,000

Site Specific Special Conditions:

Palm Springs Animal Shelter: All materials to be utilized at the Palm Springs Animal Shelter must be environmentally friendly and approved in advance by the Animal Control Supervisor and Material Safety Data Sheets for these materials must be provided to the Animal Control Supervisor in addition to the Contract Officer.

Insurance Requirement: The Contractor awarded the Contract shall meet all insurance requirements of the City, including but not limited to, the provisions of personal and property liability, including automobile coverage, and Worker's Compensation, in limits acceptable to the City.

License Requirement: The contractor will be required to:

- Have a Branch 2 Applicators License, issued by California Structural Pest Control Board;
- Licensed in accordance with the requirements of the Department of Pesticide Regulation, if applicable;
- Licensed in accordance with the Palm Springs Municipal Code, Chapter 3.40 through 3.96 entitled Business Tax;
- Possess any other applicable license required in the performance of these services.

EXHIBIT "B"

CITY'S INVITATION FOR BID

INVITATION FOR BIDS NO. 17-01

FOR

CITY WIDE PEST CONTROL SERVICES

THIS INVITATION FOR BIDS CONSISTS OF THE FOLLOWING:

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NOTICE INVITING BIDS.....	2-3
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BIDDER'S GENERAL INFORMATION AND REFERENCE LIST	21-22
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NO RESPONSIBILITY WILL ATTACH TO ANY OFFICER FOR THE PREMATURE OPENING OF OR THE FAILURE TO OPEN A BID NOT PROPERLY ADDRESSED AND IDENTIFIED.

STREET ADDRESS:

City of Palm Springs
Procurement & Contracting
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

DATE DUE: TUESDAY, SEPTEMBER 20, 2016

TIME DUE: 3:00 P.M., Local Time

PLEASE NOTE THAT PALM SPRINGS CITY HALL IS CLOSED EVERY FRIDAY AND THEREFORE IS NOT ABLE TO ACCEPT, TIME OR DATE STAMP ANY SUBMITTALS/BIDS ON FRIDAYS (OR WEEKENDS). PLEASE TAKE THIS INTO CONSIDERATION WHEN DELIVERING A SUBMITTAL/BID BY THE DUE DATE AND TIME AS DEFINED IN THIS DOCUMENT.

NOTICE INVITING BIDS
CITY OF PALM SPRINGS, CALIFORNIA
INVITATION FOR BIDS (IFB 17-01)

NOTICE IS HEREBY GIVEN that the City of Palm Springs, California, is soliciting bids from qualified contractors for:

CITY WIDE PEST CONTROL SERVICES

SCOPE OF WORK: The City of Palm Springs requires a properly licensed and qualified firm to provide pest extermination and control services at various City of Palm Springs Buildings/Facilities, including the Palm Springs International Airport.

CONTRACTORS LICENSES: Contractor must possess the following current and valid licenses and registrations: Have a Branch 2 Applicators License, issued by California Structural Pest Control Board; Licensed in accordance with the requirements of the Department of Pesticide Regulation, if applicable; Licensed in accordance with the Palm Springs Municipal Code, Chapter 3.40 through 3.96 entitled Business Tax; Possess any other applicable license required in the performance of these services. All licenses must be maintained during the entire term of the agreement.

NON-MANDATORY PRE-BID WALK-THROUGH OF LOCATIONS: Prospective bidders are highly encouraged to attend the non-mandatory Pre-Bid Walk-Through of the City contracted sites and existing facilities, which will be conducted by the City to acquaint the Bidders with existing site conditions. The Pre-Bid Walk-Through will be held **Tuesday, August 30, 2016 8:00AM** in the Lunch Room at the City Corporate Yard, 425 North Civic Drive, Palm Springs, CA 92262. Failure of a Bidder to attend the pre-bid walk-through shall constitute acceptance of all pre-existing site conditions and shall constitute a waiver of any and all future claims relating to said conditions. Please allow a minimum of 4 hours for this walk-through as this will entail traveling to various facilities throughout Palm Springs.

Availability of Documents: Bid Documents and Specifications may be obtained from the Procurement Office by calling (760) 322-8374,

NOTE: Contact Leigh Gileno, Procurement Specialist II via email at Leigh.Gileno@palmspringsca.gov to register as a Bidder. Failure to register as a Bidder may result in not receiving bid addenda. Failure to acknowledge addenda with your bid may cause your bid to be considered non-responsive.

The successful bidder will enter into a contract with the City of Palm Springs. A sample contract and a summary of insurance requirements are attached for your reference. Prevailing wage rates are not applicable.

BID SECURITY: Each Bid must be accompanied by cash, a certified or cashier's check or Bidder's bond on the prescribed form and made payable to the City of Palm Springs for an amount equal to at least ten percent (**10%**) of the amount Bid (for Total Annual Cost for All Sites and Systems). Such guaranty shall be forfeited should the Bidder to whom the Work is awarded fail to furnish the required proof of insurance and licenses or fail to enter into the contract services agreement with the City within the period of time specified at the time of award.

DUE DATE AND TIME: Bids will be received until **3:00 P.M., Tuesday, September 20, 2016** at the Office of Procurement and Contracting, 3200 Tahquitz Canyon Way, Palm Springs, California, 92262, at which time they will be publicly opened and read in the Procurement and Contracting Office. No Bid will be considered unless it is made on a bid form furnished by the City. Bids must be submitted in sealed envelopes and either hand delivered at the address above, or mailed to: City of Palm Springs, Procurement and Contracting Division at the address above.

The City of Palm Springs reserves the right to reject any or all bids and to waive any informality or technical defect in a bid.

The receiving time in the Procurement and Contracting Office will be the governing time for acceptability of Bids. Telegraphic and telephonic Bids will not be accepted. It is the responsibility of the Bidder to see that any Bid sent through the mail, or by any other delivery method, shall have sufficient time to be received by the Procurement and Contracting Office prior to the Bid Opening Time. Late Bids will be returned to the Bidder unopened.

Bids submitted may be withdrawn by written request received before the hour set for the opening. After that time, bids may not be withdrawn by the bidder for a period of ninety (90) days and at no time after award of bid.

Leigh Gileno

Procurement Specialist II
City of Palm Springs, CA

CITY OF PALM SPRINGS, CALIFORNIA

INVITATION FOR BIDS NO. 17-01

BIDDER'S CHECK LIST

I GENERAL INSTRUCTIONS TO BIDDERS:

Bidders are advised that notwithstanding any instructions or inferences elsewhere in this Invitation to Bid only the documents shown and detailed on this sheet need be submitted with and made part of their Bid. Other documents may be required to be submitted after the Bid opening time and date, but prior to Award. Bidders are hereby advised that failure to submit the documents shown and detailed on this sheet MAY RENDER THE BID NON-RESPONSIVE.

II REQUIRED DOCUMENTS FOR BID SUBMITTAL:

BIDS MAY NOT BE CONSIDERED if the following documents and/or attachments are not completely filled out and submitted with the Bid.

NOTE: ONLY THOSE ITEMS MARKED BY AN "X" ARE REQUIRED.

- X Bid Bid/Pricing, Page 17-19, must be manually signed.
- X Erasures or other changes made to the Bid Bid/Pricing Page must be initialed by the person signing the Bid.
- X Affidavit of Non-Collusion by Contractor form, Page 20, must be notarized and signed by a Notary Public.
- X Information Required of Bidders, including reference information, Pages 21-22, must be completed.
- X Bid Bond, Certified Check, Cashier's Check, Money Order or Cash shall be submitted with the Bid in the amount indicated. Page 23 must be executed and notarized as indicated, if applicable.
- X All Addenda issued shall be acknowledged in the space provided on the Bid Pricing page or by manually signing the Addenda sheet and submitting it prior to the Bid Opening Time and Date.

CITY OF PALM SPRINGS
TERMS AND CONDITIONS

1. Bids must be submitted on Bid forms supplied by the Procurement and Contracting Office in a sealed envelope showing on the outside the name of the Bidder, Bid title, Bid number, time and date of opening.
2. Bids submitted may be withdrawn by written request received before the hour set for the opening. After that time, Bids may not be withdrawn by the Bidder for a period of ninety (90) days and at no time after award of Bid.
3. The City of Palm Springs reserves the right to award to the lowest responsive responsible bidder or to reject all bids, as it may best serve the interests of the City. Furthermore, the City reserves the right to reject the Bid of any Bidder who previously failed to perform properly, or complete on time, agreements of a similar nature, or to reject the Bid of a Bidder who is not in a position to perform such an agreement satisfactorily. Further, the City reserves the right to reject pieces of cabinetry from the project.
4. The City reserves the right to reject any or all Bids and to waive any informality or technical defect in a Bid, as it may best serve the interests of the City. The City also reserves the right to make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any Bid if the evidence submitted by or investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations in the bid documents and to complete the Work contemplated therein.
5. The decision of the Palm Springs City Council, or their designee if applicable, will be final. It is anticipated that City Council, or designee if applicable, will award the bid at their regularly scheduled meeting following the closing date for receipt of bids.
6. Bidder's signed bid and fully executed contract services agreement shall constitute an agreement.
7. Submission of a signed Bid will be interpreted to mean that Bidder has hereby agreed to all the terms and conditions set forth in all of the pages which make up this Invitation For Bid.
8. The price quoted by the Bidder in his/her bid shall include any and all applicable sales or use tax levied by the California Revenue and Taxation Code, and shall be exclusive of Federal Excise Taxes pursuant to the exemption of political subdivisions in the "Revenue Act of 1935" or any other acts of Congress.
9. Bidders may submit **only** ONE (1) bid in response to this IFB. You many NOT submit multiple bids.
10. When discrepancies occur between unit prices and extended amounts the unit prices shall govern.
11. Bidder will be required to file an Affidavit of Non-Collusion with their Bid. This shall be signed and sworn before a Notary Public.

12. **Notice of Award:** After award of the Bid by the Palm Springs City Council if necessary, a Notice of Award letter and Agreement will be sent to the successful Bidder for execution and return. The successful Bidder shall provide all Certificates of Insurance, Bonds, if required, within fourteen (14) calendar days.
13. **Business License:** The successful bidder will be required to be licensed in accordance with the City of Palm Springs Business License Ordinance, Municipal Code Chapter 3.40 through 3.96, entitled "Business Tax".
14. The Bidder agrees that the City has the right to make the final determination as to whether the material/equipment has been satisfactorily delivered, operable and meets acceptance criteria as defined in the Bid documents.
15. **Performance:** Time is of the essence in the performance of the work. Performance schedule may be a factor in award of bid and may be cause for rejection, as determined by the City.
16. **Termination for Default:** The City may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price. If, after notice of termination of this contract under the provisions of this clause, it's determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.
17. **Termination for Convenience:** The City may, by written notice stating the extent and effective date terminate any resulting order for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such termination the unit or pro rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination, not otherwise recoverable from other sources by the vendor as approved by the City, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.
18. **Fiscal Year:** Obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.
19. **Governing Law:** This contract shall be construed and interpreted according to the laws of the State of California.
20. **Bid Bond:** Each Bid must be accompanied by cash, a certified or cashier's check or Bidder's bond on the prescribed form and made payable to the City of Palm Springs for

an amount equal to at least ten percent (10%) of the amount Bid (maximum award value of lump sum total). Such guaranty shall be forfeited should the Bidder to whom the work is awarded fail to furnish the required proof of insurance, bonds and enter into a Purchase Order Contract with the City within the period of time provided by the IFB's requirements.

21. **Performance Bond and Insurance:** ~~WAIVED. The successful Bidder shall furnish within 14 calendar days after Notice of Award, a Performance Bond in the sum of the amount of Agreement. The successful Bidder shall maintain the validity and enforcement of said bond for the duration of the Contract. Also, the successful Bidder shall furnish within 14 calendar days after Notice of Award certificates of Insurance as per the instructions contained herein.~~

22. **Payment Bond:** ~~WAIVED. Concurrently with execution of Agreement, Contractor shall deliver to Agency a payment bond (Material and Labor Bond) in the sum of the amount of Agreement, in the form provided by the City Clerk, to satisfy claims of material suppliers and mechanics and laborers employed by Contractor on the work. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be certified and current copy of his power of attorney. The bond shall be unconditional and remain in force until the work is accepted by Agency and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code.~~

23. **Local Preference:** Pursuant to the City of Palm Springs Local Preference Ordinance 1756, the term "Local Business" is defined as a vendor, contractor, or consultant who has a valid physical business address located within the Coachella Valley, at least six months prior to bid or bid opening date, from which the vendor, contractor, or consultant operates or performs business on a day-to-day basis, and holds a valid business license by a jurisdiction located in the Coachella Valley. "Coachella Valley" is defined as the area between the Salton Sea on the south, the San Jacinto and Santa Rosa Mountains on the west, and the Little San Bernardino Mountains on the east and north. For the purposes of this definition, "Coachella Valley" includes the cities of Beaumont and Banning and the unincorporated areas between Banning and the City of Palm Springs. Post office boxes are not verifiable and shall not be used for the purpose of establishing such physical address.

In the bidding of, or letting for procurement of, supplies, materials, and equipment, as provided in Ordinance No. 1756, the City may give a preference to Local Businesses in making such purchase or awarding such contract in an amount not to exceed five (5%) percent of the Local Business' total bid price, or \$15,000, whichever amount is lower. Total bid price shall include only the base bid price but also adjustments to that base bid price resulting from alternates requested in the Solicitation.

In order for a Local Business to be eligible to claim the preference, the business MUST request the preference in the Solicitation response (see cost bid pages) and provide a copy of its current business license from a jurisdiction in the Coachella Valley.

24. **Payment Terms:** The standard terms at the City of Palm Springs are Net 30 days.

25. **Questions:** Bidders are specifically directed **NOT** to contact any city employee, commission member, committee member, council member, or other agency employee or associate for any purpose related to this IFB other than as directed below. Contact with anyone other than as directed below may be cause for rejection of a Bid.

Any questions, technical or otherwise, pertaining to this Invitation for Bid **must be submitted IN WRITING and directed ONLY to:**

Leigh Gileno, Procurement Specialist II
Procurement & Contracting Division
City of Palm Springs
3200 E Tahquitz Canyon Way, Palm Springs, CA 92263-2743
Email: Leigh.Gileno@palmspringsca.gov

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of formal Addenda to the IFB. **The deadline for all questions is 3:00 P.M., Local Time, Tuesday September 13, 2016.** Questions received after this date and time may not be answered. Only questions that have been resolved by formal written Addenda via the Division of Procurement and Contracting will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

26. It is understood that the services offered by the Bidder will meet all requirements of the specifications in this Invitation unless deviations therefrom are clearly indicated in an attachment titled "Exceptions to Specifications" submitted and signed by Bidder's authorized representative. In order for the Bid to be considered, an explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. The City of Palm Springs will be the sole judge as to whether any deviations or exceptions will be approved or accepted.

PLEASE NOTE THAT PALM SPRINGS CITY HALL IS CLOSED EVERY FRIDAY AND THEREFORE IS NOT ABLE TO ACCEPT, TIME OR DATE STAMP ANY SUBMITTALS/BIDS ON FRIDAYS (OR WEEKENDS). PLEASE TAKE THIS INTO CONSIDERATION WHEN DELIVERING A SUBMITTAL/BID BY THE DUE DATE AND TIME AS DEFINED IN THIS DOCUMENT.

CITY OF PALM SPRINGS, CALIFORNIA

INVITATION FOR BIDS NO. 17-01

**SCOPE OF WORK, SPECIFICATIONS, AND SPECIAL CONDITIONS FOR
CITY WIDE PEST CONTROL SERVICES**

1. **Purpose:** The City of Palm Springs is soliciting bids from qualified firms for providing pest extermination and control services for a three year period with two (1) year renewal options upon mutual consent of the City and the Contractor. This service will be performed at specified locations in the City of Palm Springs including the Palm Springs International Airport.
2. **Scope of Work:** The Contractor shall provide environmentally friendly pest extermination and control services, including rodent and pest control, inside designated City-owned buildings/facilities including the Airport buildings and in outside areas adjacent to these designated buildings. Services shall be performed at least once per month at each City Facility location and twice per month at the Airport locations.

The Contractor and all of Contractor's personnel performing services hereunder shall possess all licenses required by the State of California to perform said services, including but not limited to the requirements of the Structural Pest Control Board and the Department of Pesticide Regulation.

The Contractor agrees to provide the services in a safe and environmentally friendly manner in accordance with current pest elimination procedures to eliminate rodents and insects. The Contractor will provide all materials, supplies, equipment, personnel and supervision necessary to perform the required services. Material and methods of application used in the performance of such services shall conform to applicable federal, state and local laws and regulations. Prior to commencement of work, the Contractor shall furnish to the City's Contract Officer Material Safety Data Sheets for all chemicals to be used in the performance of the scope of work. A log book shall be provided by and completed by Contractor's employee at the time of completion of any work being performed at any City property. This log book shall remain at the City Yard, 425 N. Civic Drive, Palm Springs, CA. 92262 and will list details of pest control measurements by location and date.

In addition to the monthly service, the Contractor shall be subject to call-back any time an indication of an infestation is noted. The Contractor shall respond to call-back requests within twenty-four (24) hours at no additional cost to the City.

Special inspections may be requested by the City Representative, as needed. Any problems noted during the inspection shall be corrected within the following 24 hour period.

Pests are defined as rodents (including rats, mice and squirrels), ants, mites, cockroaches, crickets, silverfish, spiders, flies, larva, arachnoids, scorpions and any other pests defined as insects. Other flying insects that may need to be removed or treated on an as-needed basis only are bees, wasps, hornets and fleas. Removal of these insects will only be from areas that are accessible without any structural alterations. Pests excluded from this contract include termites and other wood-destroying insects.

All of Contractor's employees, representatives and officials shall be expected to maintain excellent relations with the public, City officials and employees. Any display of offensive, discourteous or rude behavior by any representative of the Contractor may be cause for contract termination. Use of alcoholic beverages by Contractor's representatives is prohibited, and representatives are prohibited from being on the premises under the influence of alcohol or any other substances.

3. **Locations of Service:** Pest extermination and control services shall be provided at all of the following City buildings/facilities:

LOCATION	ADDRESS	SQUARE FEET
TO BE SERVICE ONCE (1) PER MONTH		
Fire Dept. Training Ctr.	3000 E. Alejo Road	1,410
Palm Springs Stadium	1901 E. Baristo Road	16,506
Baristo Practice Field	1901 E. Baristo Road	480
Leisure Center	401 S. Pavilion Way	15,155
City Hall	3200 E. Tahquitz Canyon Way	48,183
Fire Station #1	277 N. Indian	5,364
Fire Station #2	300 N. El Cielo Road	19,309
Fire Station #3	590 E. Racquet Club Road	6,266
Fire Station #4	1300 La Verne Way	5,380
Fire Station #5	5800 Bolero Road	3,764
Belardo Parking Structure	Corner of Belardo & Tahquitz	12,880
J.C. Frey Building	1711 E. Baristo Road	3,617
Police Department	200 S. Civic Drive	53,680
Pavilion	403 S. Pavilion Way	20,200
J.O.J.D.H. Unity Center	480 Tramview Road	13,373
Swim Center	405 S. Cerritos	8,048
Visitor's Center/ Entry Sign	2901 N. Palm Canyon	2,761
McManus Village Buildings	Palm Canyon Drive	4 buildings
Cornelia White house	223 Palm Canyon Drive	940
Cultural Museum Gallery	221 Palm Canyon Drive	3,310
Fudge & Candy Shop	211 Palm Canyon Drive	2,685
Jim Ruddy's General Store	219 Palm Canyon Drive	916
Library	300 S. Sunrise Way	34,254
City Corporate Yard	425 N. Civic Drive	44,782
Cogen Muni Plant	205 N. El Cielo	2,116
Cogen Sunrise Plant	403 S. Pavilion Way	1,702
Palm Springs Skate Park	403 S. Pavilion	30,000
Baristo Parking Structure	Corner of Baristo & Indian Canyon	124,251
Police Sub Station	105 S. Indian Canyon	2,475
Welwood Library	100 S. Palm Canyon Drive	5,953
Dog Park	222 N. Civic Drive	56,000
Palm Springs Train Station	North Indian Avenue	2,160
Palm Springs Animal Shelter	1810 Camino Parocela	21,000
Plaza Theater	128 S. Palm Canyon Drive	15,100
Palm Canyon Theater	538 N. Palm Canyon Drive	13,199
Desert Art Center	550 N. Palm Canyon Drive	5,073
Demuth Community Park	3601 E. Mesquite Ave.	21,000
Demuth Concessions Building	4365 E. Mesquite Ave.	1,767

City Park Restrooms		
Demuth Restrooms (3 buildings)	Mesquite Ave.	1,670
Ruth Hardy Park Restroom	700 Tamarisk Road	684
Sunrise Park	1401 E. Baristo Road	200
Victoria Park	2650 Via Miraleste	684
PALM SPRINGS INTL. AIRPORT TO BE SERVICED TWICE (2) PER MONTH	3400 E. Tahquitz Canyon Way	8 buildings/ areas
Main Terminal Building	"	113,785
Bono Concourse	"	78,722
RJ Concourse South	"	15,000
Ground Transportation Center Facility (GTC –Taxi Building & CNG Fueling Station)	"	1,990
Loop Road/ Parking Lots	"	641,501
Customs Facility	"	3,638
Vehicle Inspection Plaza	"	2,000

4. **Site Specific Special Conditions:**

Palm Springs Animal Shelter: All materials to be utilized at the Palm Springs Animal Shelter must be environmentally friendly and approved in advance by the Animal Control Supervisor and Material Safety Data Sheets for these materials must be provided to the Animal Control Supervisor in addition to the Contract Officer.

5. **Insurance Requirement:** The Contractor awarded the Contract shall meet all insurance requirements of the City, including but not limited to, the provisions of personal and property liability, including automobile coverage, and Worker's Compensation, in limits acceptable to the City.

6. **License Requirement:** The contractor will be required to:

- Have a Branch 2 Applicators License, issued by California Structural Pest Control Board;
- Licensed in accordance with the requirements of the Department of Pesticide Regulation, if applicable;
- Licensed in accordance with the Palm Springs Municipal Code, Chapter 3.40 through 3.96 entitled Business Tax;
- Possess any other applicable license required in the performance of these services.

7. **Term of Contract:** The term of this Contract will be for three years from date of award, with two (1), one year renewal options upon mutual consent of the City and the Contractor.

A. **Option to Renew:** At the sole discretion of the City, the Contract may be renewed for one year option or any portion thereof. If the City exercises its option to extend, the unit prices shall be adjusted (decreased or increased) at the beginning of any such renewal period to correspond with the most recent annual change to the Consumer Price Index for All Urban Consumers as published by the U.S. Bureau of Labor Statistics for the Los Angeles, Anaheim and Riverside Areas.

- B. **Contract Services Agreement:** The successful bidder will be required to sign a Contract Services Agreement in a form acceptable to the City. A sample of such an Agreement is attached as an Exhibit "A" herein.
- C. We **specifically draw your attention** to the language in the sections of the sample contractual agreement attached entitled "**Conflict of Interest**" and "**Covenants Against Discrimination**" and recommend all firms carefully consider these contractual requirements prior to submitting a bid in response to this RFP.
- D. **Schedule of Work** - The Contractor shall furnish to the City Representative a detailed work schedule showing how the Contractor will accomplish the Contract requirements. This work schedule shall indicate the number of personnel, tasks to be performed by each person and the amount of time necessary to accomplish the work. The schedule shall be kept throughout the duration of the Contract, and shall be modified and re-submitted to the City Representative as required. Any work to be performed not conforming to this schedule shall be approved by the City Representative prior to such occurrence.
- E. **Adjustment of Services** - The City reserves the right to reduce or increase, or otherwise adjust the scope of services.
8. **Pricing:** Pricing quoted in this Bid shall be firm for the original three-year term of the resulting Contract.
9. **Payment:** For all services which the Contractor is obligated to perform under the Contract, the City shall pay to the Contractor per the quote provided by Contractor and set out in Exhibit "D" of the Contract Services Agreement.
10. **Award Of Bid:** The Bid will be awarded to the lowest responsive and responsible Bidder based on the unit prices submitted on the Bid Pricing Page of this document.
- Responsibility of a bidder will be determined by the City based on each bidders experience and references. The City will be the sole judge with respect to the responsiveness and responsibility of each bidder.
11. **Invoicing:** Contractor will submit an itemized invoice monthly listing separately each of the buildings listed in the Scope of Work. The invoice shall be accompanied by receipts, dated and signed by a City Employee, verifying the work was done. Invoices and receipts will be submitted to the Contract Officer for approval.
- Billings must reference a purchase order number and shall indicate the unit (contract) price. Invoices that are submitted with incorrect prices may be returned for correction before any payments to the vendor are authorized. It shall be the vendor's responsibility to submit a correct invoice. The City shall not be responsible for payment until a correct invoice is received.
12. **Non-Interference:** Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.
13. **Compliance With Environmental Regulations:** The Contractor shall be required to

comply with all Environmental Regulations in the performance of the Work or any portion thereof. The Contractor shall immediately notify the City in the event any violation of any Environmental Regulation is reasonably suspected to have occurred. For purposes of this Section the term "Environmental Regulations" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances. For purposes of this Section, the term "Environmental Regulations" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances. The term "Hazardous Substances" means (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Project or to persons on or about the Project or (ii) cause the Project to be in violation of any Environmental Regulation; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 USC §§ 9601 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 USC §§ 6901 et seq.; the Hazardous Materials Transportation Act, 49 USC §§ 6901 et seq.; the Federal Water Pollution Control Act, 33 USC §§ 1251 et seq.; the California Hazardous Waste Control Law ("HWCL"), Cal. Health & Safety Code §§ 25100 et seq.; the Hazardous Substance Account Act ("HSAA"), Cal. Health & Safety Code §§ 25300 et seq.; the Underground Storage of Hazardous Substances Act, Cal. Health & Safety Code §§ 25280 et seq.; the Porter-Cologne Water Quality Control Act (the "Porter-Cologne Act"), Cal. Water Code §§ 13000 et seq., the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); and Title 22 of the California Code of Regulations, Division 4, Chapter 30; (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Project or the owners and/or occupants of property adjacent to or surrounding the Project, or any other person coming upon the Project or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment.

14. Special Security Requirements – For Palm Springs Police Department and Palm Springs International Airport

POLICE DEPARTMENT:

Any personnel of Contractor assigned to perform services at the Palm Springs Police Department must pass a Criminal History Records Check (CHRC) prior to performing services at this facility. The CHRC(s) will be provided at no charge to Contractor. Contractor shall coordinate the record checks with the City's Contract Officer. The City will accept as evidence of passing such a test a LiveScan card issued by another government agency.

AIRPORT SECURED ACCESS TO WORK AREAS:

Criminal history Records Check (CHRC) and TSA Security Threat Assessment (STA) – The Contractor will be required to submit the City, prior to the commencement of services, an Authorized Signatory Authority Letter authorizing specific Contractor representatives to approve the issuance of Airport Identification badges and the processing of a fingerprint CHRC and STAs. Electronic links to this letter and the Fingerprint/Badge application can be found on the Airport's website at <http://www.palm-springs.ca.gov>

Under certain circumstances, and out of the control of the City, security measures may change on short notice. No deviations from any security measure shall be allowed at any time.

Restricted Area Access – All Contractor personnel who require unescorted access to the restricted areas of the Airport, prior to the issuance of an Airport Identification Badge, must successfully complete a fingerprint based CHRC and Security Threat Assessment (STA). In accordance with CFR 49 1542.209, the CHRC must disclose that the applicant has not been convicted, or found not guilty by reason of insanity, of any of the disqualifying crimes listed below or as stated in 49 CFR 1542.209, during the 10 years before the date of the individual's application for unescorted access authority, or while the individual has unescorted access authority. The disqualifying criminal offenses are as follows:

- 1) Forgery of certificates, false making of aircraft, and other registration violations; 49 U.S.C. 46306.
- 2) Interference with air navigation; 49 U.S.C. 46308.
- 3) Improper transportation of a hazardous material; 49 U.S.C. 46312.
- 4) Aircraft piracy; 49 U.S.C. 46502.
- 5) Interference with flight crew members or flight attendants; 49 U.S.C. 46504.
- 6) Commission of certain crimes aboard aircraft in flight; 46506.
- 7) Carrying a weapon or explosive aboard aircraft; 49 U.S.C. 46506.
- 8) Conveying false information and threats; 49 U.S.C. 46507.
- 9) Aircraft piracy outside the special aircraft jurisdiction of the United States; 49 U.S.C. 46502(b).
- 10) Lighting violations involving transporting controlled substances; 49 U.S.C. 46315.
- 11) Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements; 49 U.S.C. 46314.
- 12) Destruction of an aircraft or aircraft facility; 18 U.S.C. 32.

- 13) Murder.
- 14) Assault with intent to murder.
- 15) Espionage.
- 16) Seditious.
- 17) Kidnapping or hostage taking.
- 18) Treason.
- 19) Rape or aggravated sexual abuse.
- 20) Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon.
- 21) Extortion.
- 22) Armed or felony unarmed robbery.
- 23) Distribution of, or intent to distribute, a controlled substance;
- 24) Felony arson.
- 25) Felony involving a threat.
- 26) Felony involving:
 - i) Willful destruction of property;
 - ii) Importation or manufacture of a controlled substance;
 - iii) Burglary;
 - iv) Theft;
 - v) Dishonesty, fraud, or misrepresentation;
 - vi) Possession or distribution of stolen property;
 - vii) Aggravated assault;
 - viii) Bribery; or
 - ix) Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year.
- 27) Violence at international airports; 18 U.S.C. 37.
- 28) Conspiracy or attempt to commit any of the criminal acts listed.

Employee Security Badges – All Employees, Agents, Vendors, Invitees, Etc. of the Contractor or Subcontractors requiring access to the work site shall, in accordance with the PSP Airport Security Plan, be required to display airport issued identification or be under the escort by properly badged personnel. Supervisors shall be badged with a Palm Springs International Airport Photo Badge. These badges will be identified numerically and issued to individual employees with a permanent record maintained on each individual to whom a badge is issued. At the completion of the contract, all badges will be returned to airport, or a charge of \$60 per badge (subject to change) will be assessed for all badges not returned. As part of the badge application process, each applicant will be fingerprinted for use in an FBI Criminal Records search. Any person whose criminal record reveals offenses listed by the FAA as disqualifying offenses will be denied a badge and will be prohibited from unescorted access to the project site. All required paperwork and ID badge applications shall be submitted a minimum of two (2) weeks before issuance of any badge. The contractor and its staff are responsible for attending SIDA training and completing security badge application. Attendance of the video based class and issuance of the badge may take in excess of 3 hours. There will be a \$50 charge (subject to change) for the FBI background check and

fingerprinting process, and a \$50 charge (subject to change) for the badge for a total of \$100.00.

All violations of Airport security are also violations of the City of Palm Springs Municipal Title 16, California Vehicle code and/or the Code of Federal Regulations. Any such violation may result in arrest, the issuance of a citation and/or the immediate revocation of access privileges.

**INVITATION FOR BID (IFB) 17-01
CITY WIDE PEST CONTROL
BID PRICING**

Responding to Invitation for Bids No. 17-01 for Pest Control Services for City facilities, the undersigned bidder proposes and agrees to provide the services and work in accordance with the specifications. I/WE PROPOSE AND AGREE to furnish all labor, equipment, materials, supervision and service necessary to complete said Work in accordance with the Specifications of the City of Palm Springs and will accept as full payment therefore, the following unit cost amounts. **The City of Palm Springs will not accept any additional charges, fees, etc. that are not already included or incorporated in the below unit costs.**

PRICING FOR INITIAL 3 YEAR TERM AND CPI ADJUSTMENTS FOR OPTIONAL RENEWALS:

For the initial three (3) years of the Agreement term, the Unit Pricing shall remain fixed. For optional years 4 and 5, Contractor may request a price adjustment not to exceed the Bureau of Labor Statistic's Consumer Price Index (CPI) for the LA/Riverside/Anaheim region for the prior 12 month period effective on the anniversary date. Optional renewal years 4 and 5, and any associated CPI increase, are at the mutual consent of the City and the Contractor.

THESE LOCATIONS ARE SERVICED (1) ONCE PER MONTH	ADDRESS	SQUARE FEET	\$ COST/ MONTH
Fire Dept. Training Ctr.	3000 E. Alejo Road	1,410	\$
Palm Springs Stadium	1901 E. Baristo Road	16,506	\$
Baristo Practice Field	1901 E. Baristo Road	480	\$
Leisure Center	401 S. Pavilion Way	15,155	\$
City Hall	3200 E. Tahquitz Canyon Way	48,183	\$
Fire Station #1	277 N. Indian	5,364	\$
Fire Station #2	300 N. El Cielo Road	19,309	\$
Fire Station #3	590 E. Racquet Club Road	6,266	\$
Fire Station #4	1300 La Verne Way	5,380	\$
Fire Station #5	5800 Bolero Road	3,764	\$
Belardo Parking Structure	Corner of Belardo & Tahquitz	12,880	\$
J.C. Frey Building	1711 E. Baristo Road	3,617	\$
Police Department	200 S. Civic Drive	53,680	\$
Pavilion	403 S. Pavilion Way	20,200	\$
J.O.J.D.H. Unity Center	480 Tramview Road	13,373	\$
Swim Center	405 S. Cerritos	8,048	\$
Visitor's Center/ Entry Sign	2901 N. Palm Canyon	2,761	\$
MCMANUS VILLAGE BUILDINGS	Palm Canyon Drive	4 buildings	
Cornelia White house	223 Palm Canyon Drive	940	\$
Cultural Museum Gallery	221 Palm Canyon Drive	3,310	\$
Fudge & Candy Shop	211 Palm Canyon Drive	2,685	\$
Jim Ruddy's General Store	219 Palm Canyon Drive	916	\$
Library	300 S. Sunrise Way	34,254	\$
City Corporate Yard	425 N. Civic Drive	44,782	\$
Cogen Muni Plant	205 N. El Cielo	2,116	\$
Cogen Sunrise Plant	403 S. Pavilion Way	1,702	\$
Palm Springs Skate Park	403 S. Pavilion	30,000	\$

Baristo Parking Structure	Corner of Baristo & Indian Canyon	124,251	\$
Police Sub Station	105 S. Indian Canyon	2,475	\$
Welwood Library	100 S. Palm Canyon Drive	5,953	\$
Dog Park	222 N. Civic Drive	56,000	\$
Palm Springs Train Station	North Indian Avenue	2,160	\$
Palm Springs Animal Shelter	1810 Camino Parocela	21,000	\$
Plaza Theater	128 S. Palm Canyon Drive	15,100	\$
Palm Canyon Theater	538 N. Palm Canyon Drive	13,199	\$
Desert Art Center	550 N. Palm Canyon Drive	5,073	\$
Demuth Community Park	3601 E. Mesquite Ave.	21,000	\$
Demuth Concessions Building	4365 E. Mesquite Ave.	1,767	\$
CITY PARK RESTROOMS			
Demuth Restrooms (3 Bldgs)	Mesquite Ave.	1,670	\$
Ruth Hardy Park Restroom	700 Tamarisk Road	684	\$
Sunrise Park	1401 E. Baristo Road	200	\$
Victoria Park	2650 Via Miraleste	684	\$
GRAND TOTAL MONTHLY SERVICE (ONCE PER MONTH)			\$
ANNUAL SERVICE (MONTH x 12)			\$
AIRPORT FACILITIES TO BE SERVICED (2) TWICE PER MONTH			
LOCATION	ADDRESS		\$ COST/ MONTH
Palm Springs International Airport	3400 E. Tahquitz Canyon Way		\$
Main Terminal Building	"	113,785	\$
Bono Concourse	"	78,722	\$
RJ Concourse South	"	15,000	\$
Ground Transportation Center Facility (GTC -Taxi Building & CNG Fueling Station)	"	1,990	\$
Loop Road/ Parking Lots	"	641,501	\$
Customs Facility	"	3,638	\$
Vehicle Inspection Plaza	"	2,000	\$
GRAND TOTAL, (AIRPORT) MONTHLY SERVICE(TWICE PER MONTH)			\$
ANNUAL SERVICE (MONTH x 12)			\$
CUMULATIVE MONTHLY GRAND TOTAL FOR CITY FACILITIES AND AIRPORT LOCATIONS:			\$
BASIS OF AWARD - CUMULATIVE ANNUAL GRAND TOTAL FOR CITY FACILITIES AND AIRPORT LOCATIONS:			\$

Bee/Wasps/Hornet removal (As needed per occurrence): \$ _____

Flea treatment (As needed per occurrence): \$ _____

CHECK IF THE FOLLOWING STATEMENT APPLIES:

_____ My firm/company is a Local Business (Licensed within the jurisdiction of the Coachella Valley). **Copy of current business license from a jurisdiction within the Coachella Valley is REQUIRED to be attached to this document in order to request the Local Preference.** Local Preference will **NOT** be applied or considered if you fail to comply with this requirement with the submission of your Bid.

ADDENDA ACKNOWLEDGMENT:

Acknowledgment of Receipt of any Addenda issued by the City for this IFB is required by including the acknowledgment with your Bid. Failure to acknowledge the Addenda issued may result in your Bid being deemed non-responsive.

In the space provided below, please acknowledge receipt of each Addendum:

Addendum(s) # _____ is/are hereby acknowledged.

(Signatures):

Name of contractor submitting bid _____

Authorized signature _____

Printed name _____ Title _____

Address _____

City, State, Zip _____

Telephone No: _____ Fax No: _____

E-mail _____

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY OFFEROR AND
SUBMITTED WITH BID**

STATE OF CALIFORNIA)

) SS

COUNTY OF RIVERSIDE)

The undersigned, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid. That the bid is not made in the interests of, or on the behalf of, any undisclosed person, partnership company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereof, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or any other member or agent thereof to effectuate a collusive or sham bid.

By: _____

Title _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public in and for said
County and State

**CITY OF PALM SPRINGS
CITY WIDE PEST CONTROL SERVICES
IFB 17-01**

Information Required of Bidder

NO BID WILL BE CONSIDERED UNLESS THIS DOCUMENT IS COMPLETED IN FULL. ALL APPLICABLE ITEMS MUST BE FILLED OUT. Bidder is required to supply the following:

1. Contractor/Firm Name and Address _____

2. Name and Title of person authorized to execute a contract for the firm:

3. Telephone Number: _____ (FAX) _____
4. E-mail address: _____
5. Type of Firm: __ Individual __ Partnership __ Corporation __ Other _____
6. Corporation organized under the laws of the State of _____
7. Business License No. _____ Expiration Date: _____
8. List at least five (5) current contracts/references which are similar to the requirements in this IFB.

Contract \$ Amount	Contract Term	Account Name & Address	Contact Person & Phone Number
a. _____	_____	_____	_____
b. _____	_____	_____	_____
c. _____	_____	_____	_____
d. _____	_____	_____	_____
e. _____	_____	_____	_____

9. List the name, title, and telephone of the person (Project Coordinator) who will supervise full-time the work of this Contract for your firm: _____

10. Number of years in this type of business: _____

11. Response Time, if applicable: _____

(USE THE SPACE BELOW AND ADDITIONAL PAGES IF NECESSARY)

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as
Principal, _____
and _____ as
Surety, are held and firmly bound unto The City of Palm Springs, hereinafter called the "City" in
the sum of (state in words and figures):

for the payment of which sum, well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents.

WHEREAS, said Principal has submitted a bid to said City to perform the Work required under
the bidding schedule(s) of the City's Contract Documents entitled:

IFB 17-01 City Wide Pest Control Services

NOW THEREFORE, if said Principal is awarded a contract by said City, and, within the time and
in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into
a written Agreement on the form of agreement bound with said Contract Documents and
furnishes the required Certificates of Insurance, then this obligation shall be null and void,
otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by
said City and City prevails, said Surety shall pay all costs incurred by said City in such suit,
including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED this ____ day of _____, 20____

CONTRACTOR:

SURETY:

(Check One: __ individual, __ partnership, __ corporation)

By: _____

By: _____

Signature
(NOTARIZED)

Print Name and Title:

Title: _____

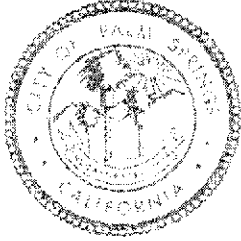
(SEAL AND NOTARIAL
ACKNOWLEDGMENT OF SURETY)

By: _____

Signature
(NOTARIZED)

Print Name and Title:

(Corporations require two signatures; one from each of the following
groups: A. Chairman of Board, President, or any Vice President;
and B. Secretary, Asst. Secretary, Treasurer, Asst. Treasurer, or Chief Financial Officer.)



INVITATION FOR BID
FOR
PEST EXTERMINATION AND CONTROL (17-01)

ADDENDUM NO. 1

This Addendum is being issued for the following changes and informational items:

THIS ADDENDUM SHALL TAKE PRECEDENCE OVER ANYTHING CONTRARY ON THE PREVIOUSLY ISSUED SPECIFICATIONS AND INSTRUCTIONS AND SHALL BE REFERRED TO HEREINAFTER AS PART OF THE CONTRACT DOCUMENTS.

CLARIFICATION OF INSTRUCTIONS TO PROPOSERS:

CORRECTION OF INSTRUCTIONS AND BID DOCUMENTS TO PROPOSERS:

The following correction/deletion is being made to Invitation for Bids (IFB 17-01) for Pest Extermination and Control.

BID SECURITY: WAIVED ~~Each Bid must be accompanied by cash, a certified or cashier's check or Bidder's bond on the prescribed form and made payable to the City of Palm Springs for an amount equal to at least ten percent (10%) of the amount Bid (for Total Annual Cost for All Sites and Systems). Such guaranty shall be forfeited should the Bidder to whom the Work is awarded fail to furnish the required proof of insurance and licenses or fail to enter into the contract services agreement with the City within the period of time specified at the time of award.~~

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA

Leigh Gilano

Procurement Specialist II

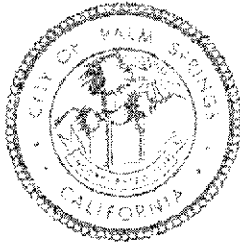
DATE: August 24, 2016

ADDENDUM ACKNOWLEDGMENT:

Proposer Firm Name: _____

Authorized Signature: _____ Date: _____

Acknowledgment of Receipt of Addendum 1 is required by signing and including the acknowledgment with your bid. Failure to acknowledge this Addendum may result in your bid being deemed non-responsive.



INVITATION FOR BID
FOR
PEST EXTERMINATION AND CONTROL (17-01)

ADDENDUM NO. 2

This Addendum is being issued for the following changes and informational items:

THIS ADDENDUM SHALL TAKE PRECEDENCE OVER ANYTHING CONTRARY ON THE PREVIOUSLY ISSUED SPECIFICATIONS AND INSTRUCTIONS AND SHALL BE REFERRED TO HEREINAFTER AS PART OF THE CONTRACT DOCUMENTS.

The City has received the following questions and is hereby providing answers thereto:

Q 1: What if any pest control is needed around the restaurants at the Airport?

A 1: The Airport is responsible for pest control in all common areas of the terminal and concourses including outside and around restaurants. Each tenant is responsible for pest control inside its restaurant.

Q 2: Do we need to treat the perimeter fence around the airport or anywhere along the tarmac or air tower?

A 2: Pest control around the perimeter fence is not required. Pest control is required around all structures on the Airport, including the tarmac and adjacent buildings, baggage make up area, baggage claim, tunnels, dumpsters, and trash compactors, but not the air control tower.

Q 3: Is there any pest control to be done near the air tower at the airport?

A 3: No.

Q 4: What locations require bait stations throughout the City?

A 4: Bait stations are currently in place at the Animal Shelter only and will continue until further notice. Any other bait station request will be on an as needed basis.

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA

Leigh Gilano

Procurement Specialist II
DATE: September 6, 2016

ADDENDUM ACKNOWLEDGMENT:

Proposer Firm Name: _____

Authorized Signature: _____ Date: _____

Acknowledgment of Receipt of Addendum 2 is required by signing and including the acknowledgment with your bid. Failure to acknowledge this Addendum may result in your bid being deemed non-responsive.



INVITATION FOR BID
FOR
PEST EXTERMINATION AND CONTROL (17-01)

ADDENDUM NO. 3

This Addendum is being issued for the following changes and informational items:

THIS ADDENDUM SHALL TAKE PRECEDENCE OVER ANYTHING CONTRARY ON THE PREVIOUSLY ISSUED SPECIFICATIONS AND INSTRUCTIONS AND SHALL BE REFERRED TO HEREINAFTER AS PART OF THE CONTRACT DOCUMENTS.

The City has received the following questions and is hereby providing answers thereto:

Q 1: Who has the contract now?

A 1: The current contract was awarded to Riverside County Pest Control who has recently been acquired by Orkin Pest Control as of February 1, 2016.

Q 2: How much is it being done for?

A 2: The current contracted price for one year is \$16,800.00

Q 3: Has the contract changed, if so about what percent -/+?

A 3: There were two contract service amendments to add additional locations of: New Animal Control Shelter, Demuth Park, Sunrise Park, Palm Springs Stadium, Ruth Hardy Park, Victoria Park and Demuth Community Center. CPI increases for years 4-7 were waived by Riverside County Pest Control.

Q 4: How many companies showed up for the job walk?

A 4: Six.

Q 5: How many companies requested the IFB?

A 5: The IFB was posted on line and made available for public download. We have no way of knowing how many people viewed or downloaded the public document. Six firms registered as being interested.

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA

Leigh Gilano

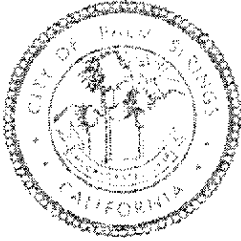
Procurement Specialist II
DATE: September 8, 2016

ADDENDUM ACKNOWLEDGMENT:

Proposer Firm Name: _____

Authorized Signature: _____ Date: _____

Acknowledgment of Receipt of Addendum 3 is required by signing and including the acknowledgment with your bid. Failure to acknowledge this Addendum may result in your bid being deemed non-responsive.



INVITATION FOR BID
FOR
PEST EXTERMINATION AND CONTROL (17-01)

ADDENDUM NO. 4

This Addendum is being issued for the following changes and informational items:

THIS ADDENDUM SHALL TAKE PRECEDENCE OVER ANYTHING CONTRARY ON THE PREVIOUSLY ISSUED SPECIFICATIONS AND INSTRUCTIONS AND SHALL BE REFERRED TO HEREINAFTER AS PART OF THE CONTRACT DOCUMENTS.

The City has received the following questions and is hereby providing answers thereto:

Q 1: May we submit as a separate document, along with our bid, our recommendations in regards to bait stations and other equipment that will better serve the needs of the City of Palm Springs in monitoring pest control service?

A 1: No. Please respond to the bid as written.

Q 2: Will we be getting keys for locked facilities?

A 2: No. Access will be schedule through the Maintenance and Facilities Staff.

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA

Leigh Gileno

Procurement Specialist II
DATE: September 14, 2016

ADDENDUM ACKNOWLEDGMENT:

Proposer Firm Name: _____

Authorized Signature: _____ Date: _____

Acknowledgment of Receipt of Addendum 4 is required by signing and including the acknowledgment with your bid. Failure to acknowledge this Addendum may result in your bid being deemed non-responsive.

EXHIBIT "C"

CONTRACTOR'S BID

**INVITATION FOR BID (IFB) 17-01
CITY WIDE PEST CONTROL
BID PRICING**

Responding to Invitation for Bids No. 17-01 for Pest Control Services for City facilities, the undersigned bidder proposes and agrees to provide the services and work in accordance with the specifications. **IWE PROPOSE AND AGREE** to furnish all labor, equipment, materials, supervision and service necessary to complete said Work in accordance with the Specifications of the City of Palm Springs and will accept as full payment therefore, the following unit cost amounts. **The City of Palm Springs will not accept any additional charges, fees, etc. that are not already included or incorporated in the below unit costs.**

PRICING FOR INITIAL 3 YEAR TERM AND CPI ADJUSTMENTS FOR OPTIONAL RENEWALS:

For the initial three (3) years of the Agreement term, the Unit Pricing shall remain fixed. For optional years 4 and 5, Contractor may request a price adjustment not to exceed the Bureau of Labor Statistic's Consumer Price Index (CPI) for the LA/Riverside/Anaheim region for the prior 12 month period effective on the anniversary date. Optional renewal years 4 and 5, and any associated CPI increase, are at the mutual consent of the City and the Contractor.

THESE LOCATIONS ARE SERVICED (1) ONCE PER MONTH	ADDRESS	SQUARE FEET	\$ COST/ MONTH
Fire Dept. Training Ctr.	3000 E. Alejo Road	1,410	\$ 22
Palm Springs Stadium	1901 E. Baristo Road	16,506	\$ 26
Baristo Practice Field	1901 E. Baristo Road	480	\$ 17
Leisure Center	401 S. Pavilion Way	15,155	\$ 22
City Hall	3200 E. Tahquitz Canyon Way	48,183	\$ 22
Fire Station #1	277 N. Indian	5,364	\$ 17
Fire Station #2	300 N. El Cielo Road	19,309	\$ 22
Fire Station #3	590 E. Racquet Club Road	6,266	\$ 17
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Fire Station #5	5800 Bolero Road	3,764	\$ 17
Belardo Parking Structure	Corner of Belardo & Tahquitz	12,880	\$ 22
J.C. Frey Building	1711 E. Baristo Road	3,617	\$ 17
Police Department	200 S. Civic Drive	53,680	\$ 39
Pavilion	403 S. Pavilion Way	20,200	\$ 29
J.O.J.D.H. Unity Center	480 Tramview Road	13,373	\$ 22
Swim Center	405 S. Cerritos	8,048	\$ 17
Visitor's Center/ Entry Sign	2901 N. Palm Canyon	2,761	\$ 22
MCMANUS VILLAGE BUILDINGS	Palm Canyon Drive	4 buildings	
Cornelia White house	223 Palm Canyon Drive	940	\$ 18
Cultural Museum Gallery	221 Palm Canyon Drive	3,310	\$ 18
Fudge & Candy Shop	211 Palm Canyon Drive	2,685	\$ 18
Jim Ruddy's General Store	219 Palm Canyon Drive	916	\$ 18
Library	300 S. Sunrise Way	34,254	\$ 22
City Corporate Yard	425 N. Civic Drive	44,782	\$ 39
Cogen Muni Plant	205 N. El Cielo	2,116	\$ 22

Cogen Sunrise Plant	403 S. Pavilion Way	1,702	\$ 22
Palm Springs Skate Park	403 S. Pavilion	30,000	\$ 22
Baristo Parking Structure	Corner of Baristo & Indian Canyon	124,251	\$ 22
Police Sub Station	105 S. Indian Canyon	2,475	\$ 22
Welwood Library	100 S. Palm Canyon Drive	5,953	\$ 22
Dog Park	222 N. Civic Drive	56,000	\$ 17
Palm Springs Train Station	North Indian Avenue	2,160	\$ 22
Palm Springs Animal Shelter	1810 Camino Parocela	21,000	\$ 35
Plaza Theater	128 S. Palm Canyon Drive	15,100	\$ 22
Palm Canyon Theater	538 N. Palm Canyon Drive	13,199	\$ 22
Desert Art Center	550 N. Palm Canyon Drive	5,073	\$ 22
Demuth Community Park	3601 E. Mesquite Ave.	21,000	\$ 22
Demuth Concessions Building	4365 E. Mesquite Ave.	1,767	\$ 17
CITY PARK RESTROOMS			
Demuth Restrooms (3 Bldgs)	Mesquite Ave.	1,670	\$ 22
Ruth Hardy Park Restroom	700 Tamarisk Road	684	\$ 17
Sunrise Park	1401 E. Baristo Road	200	\$ 17
Victoria Park	2650 Via Miraleste	684	\$ 17
GRAND TOTAL MONTHLY SERVICE (ONCE PER MONTH)			\$ 894
ANNUAL SERVICE (MONTH x 12)			\$ 10,728
AIRPORT FACILITIES TO BE SERVICED (2) TWICE PER MONTH			
LOCATION	ADDRESS		\$ COST/ MONTH
Palm Springs International Airport	3400 E. Tahquitz Canyon Way		\$ 50
Main Terminal Building	"	113,785	\$ 50
Bono Concourse	"	78,722	\$ 50
RJ Concourse South	"	15,000	\$ 50
Ground Transportation Center Facility (GTC -Taxi Building & CNG Fueling Station)	"	1,990	\$ 50
Loop Road/ Parking Lots	"	641,501	\$ 50
Customs Facility	"	3,638	\$ 33
Vehicle Inspection Plaza	"	2,000	\$ 33
GRAND TOTAL, (AIRPORT) MONTHLY SERVICE(TWICE PER MONTH)			\$ 366
ANNUAL SERVICE (MONTH x 12)			\$ 4392
CUMULATIVE MONTHLY GRAND TOTAL FOR CITY FACILITIES AND AIRPORT LOCATIONS:			\$ 1,260
BASIS OF AWARD - CUMULATIVE ANNUAL GRAND TOTAL FOR CITY FACILITIES AND AIRPORT LOCATIONS:			\$ 15,120

Bee/Wasps/Hornet removal (As needed per occurrence): \$ 175 - Floor ¹⁵⁷ \$ 250 ^{2nd Floor}
Flea treatment (As needed per occurrence): \$ 125

Boom
LIFT
not
included
in price
if needed

CHECK IF THE FOLLOWING STATEMENT APPLIES:

My firm/company is a Local Business (Licensed within the jurisdiction of the Coachella Valley). **Copy of current business license from a jurisdiction within the Coachella Valley is REQUIRED to be attached to this document in order to request the Local Preference.** Local Preference will **NOT** be applied or considered if you fail to comply with this requirement with the submission of your Bid.

ADDENDA ACKNOWLEDGMENT:

Acknowledgment of Receipt of any Addenda issued by the City for this IFB is required by including the acknowledgment with your Bid. Failure to acknowledge the Addenda issued may result in your Bid being deemed non-responsive.

In the space provided below, please acknowledge receipt of each Addendum:

Addendum(s) # 1, 2, 3 is/are hereby acknowledged.

(Signatures):

Name of contractor submitting bid Lloyd Pest Control

Authorized signature [Signature]

Printed name Howard Jacobs Title Account Manager

Address P.O. Box 580490

City, State, Zip N Palm Springs CA 92258

Telephone No: 760-460-1181 Fax No: 760-365-3236

E-mail Howard.Jacobs@LloydPest.com

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY OFFEROR AND SUBMITTED WITH BID

STATE OF CALIFORNIA)

) SS

COUNTY OF RIVERSIDE)

The undersigned, being first duly sworn, deposes and says that he or she is Howard Jacobs of Lloyd Pest Control the party making the foregoing bid. That the bid is not made in the interests of, or on the behalf of, any undisclosed person, partnership company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereof, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or any other member or agent thereof to effectuate a collusive or sham bid.

By: [Signature]

Title ACCOUNT MANAGER

Subscribed and sworn to before me this _____ day of _____, 20__

SEE BELOW
Notary Public in and for said
County and State

State of California, County of RIVERSIDE
Subscribed and sworn to (or affirmed)
before me on this 20 day of SEP
20 16 by HOWARD JEFFREY JACOBS
proved to me on the basis of satisfactory
evidence to be the person who appeared
before me.
Signature [Signature]



**CITY OF PALM SPRINGS
CITY WIDE PEST CONTROL SERVICES
IFB 17-01**

Information Required of Bidder

NO BID WILL BE CONSIDERED UNLESS THIS DOCUMENT IS COMPLETED IN FULL. ALL APPLICABLE ITEMS MUST BE FILLED OUT. Bidder is required to supply the following:

1. Contractor/Firm Name and Address Lloyd Pest Control
P.O. Box 580490 N Palm Springs CA 92258
2. Name and Title of person authorized to execute a contract for the firm:
HOWARD JACOBS - ACCOUNT MANAGER
3. Telephone Number: 760-460-1181 (FAX) 760-365-3236
4. E-mail address: Howard.JACOBS@lloydpest.com
5. Type of Firm: Individual Partnership Corporation Other
6. Corporation organized under the laws of the State of California
7. Business License No. 16-00060677 Expiration Date: 6/30/17
(Palm Desert)
8. List at least five (5) current contracts/references which are similar to the requirements in this IFB.

Contract \$ Amount	Contract Term	Account Name & Address	Contact Person & Phone Number
a. \$5,700	1 year	City of 29 Palms	Jase Nieves 760-367-5772
b. 12,140	2 years	Westfield mall palm desert	Diana Grasso 760-346 2101
c. 5,400	1 year	City of Riverside	Cheryl ART 951-351-6393
d. 20,040	2 years	Jewel DATE	Steve Luice 760-625-7995

e. 3.205 1 year - Airflight

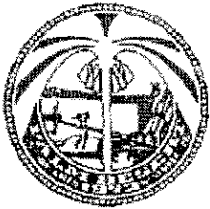
John Engelhardt
909-241-3140

9. List the name, title, and telephone of the person (Project Coordinator) who will supervise full-time the work of this Contract for your firm: Howard JACOBS - Account
MANAGER - 760-460-1181

10. Number of years in this type of business: 5

11. Response Time, if applicable: 24 hours

(USE THE SPACE BELOW AND ADDITIONAL PAGES IF NECESSARY)



City of Palm Desert

73-510 Fred Waring Drive, Palm Desert, CA 92260
(760) 346-0611

CERTIFICATE TAG NBR: 1110
1111
NOT TRANSFERABLE

BUSINESS NAME: THE LLOYD PEST CONTROL CO INC
BUSINESS LOCATION: CS7342 EXTERMINATING & PEST CONTROL
OUTSIDE CITY

BUSINESS OWNER THE LLOYD PEST CONTROL CO INC

THE LLOYD PEST CONTROL CO INC
PO BOX 580490
NORTH PALM SPRINGS CA 92258

46543	16-00060677
CONTROL NO.	BUSINESS LIC. NO.
6/30/17	
EXPIRATION DATE	

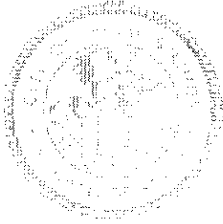
The party shown is granted this certificate pursuant to license and Permit Provisions of the Municipal Code. This is not an endorsement of the activity, nor certification of compliance.

CITY OF PALM DESERT
73-510 Fred Waring Drive
Palm Desert, CA 92260
(760) 346-0611

THANK YOU FOR
YOUR PAYMENT

RECEIPT
NO 0017180

DATE	APR. NO.
6/14/16	
LIC	113.00
ADD	1.00
PEN	.00
INT	.00
TOTAL	114.00



INVITATION FOR BID
FOR
PEST EXTERMINATION AND CONTROL (17-01)

ADDENDUM NO. 1

This Addendum is being issued for the following changes and informational items:

THIS ADDENDUM SHALL TAKE PRECEDENCE OVER ANYTHING CONTRARY ON THE PREVIOUSLY ISSUED SPECIFICATIONS AND INSTRUCTIONS AND SHALL BE REFERRED TO HEREINAFTER AS PART OF THE CONTRACT DOCUMENTS.

CLARIFICATION OF INSTRUCTIONS TO PROPOSERS:

CORRECTION OF INSTRUCTIONS AND BID DOCUMENTS TO PROPOSERS:

The following correction/deletion is being made to Invitation for Bids (IFB 17-01) for Pest Extermination and Control.

~~BID SECURITY: WAIVED Each Bid must be accompanied by cash, a certified or cashier's check or Bidder's bond on the prescribed form and made payable to the City of Palm Springs for an amount equal to at least ten percent (10%) of the amount Bid (for Total Annual Cost for All Sites and Systems). Such guaranty shall be forfeited should the Bidder to whom the Work is awarded fail to furnish the required proof of insurance and licenses or fail to enter into the contract services agreement with the City within the period of time specified at the time of award.~~

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA

Leigh Gilano

Procurement Specialist II

DATE: August 24, 2016

ADDENDUM ACKNOWLEDGMENT:

Proposer Firm Name: Loyal Pest Control

Authorized Signature: [Signature] Date: 9-19-16

Acknowledgment of Receipt of Addendum 1 is required by signing and including the acknowledgment with your proposal. Failure to acknowledge this Addendum may result in your proposal being deemed non-responsive.



INVITATION FOR BID
FOR
PEST EXTERMINATION AND CONTROL (17-01)

ADDENDUM NO. 2

This Addendum is being issued for the following changes and informational items:

THIS ADDENDUM SHALL TAKE PRECEDENCE OVER ANYTHING CONTRARY ON THE PREVIOUSLY ISSUED SPECIFICATIONS AND INSTRUCTIONS AND SHALL BE REFERRED TO HEREINAFTER AS PART OF THE CONTRACT DOCUMENTS.

The City has received the following questions and is hereby providing answers thereto:

Q 1: What if any pest control is needed around the restaurants at the Airport?

A 1: *The Airport is responsible for pest control in all common areas of the terminal and concourses including outside and around restaurants. Each tenant is responsible for pest control inside its restaurant.*

Q 2: Do we need to treat the perimeter fence around the airport or anywhere along the tarmac or air tower?

A 2: *Pest control around the perimeter fence is not required. Pest control is required around all structures on the Airport, including the tarmac and adjacent buildings, baggage make up area, baggage claim, tunnels, dumpsters, and trash compactors, but not the air control tower.*

Q 3: Is there any pest control to be done near the air tower at the airport?

A 3: *No.*

Q 4: What locations require bait stations throughout the City?

A 4: *Bait stations are currently in place at the Animal Shelter only and will continue until further notice. Any other bait station request will be on an as needed basis.*

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA

Laigh Gilano

Procurement Specialist II

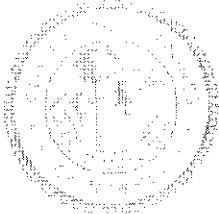
DATE: September 6, 2016

ADDENDUM ACKNOWLEDGMENT:

Proposer Firm Name: Lloyd Pest Control

Authorized Signature: [Signature] Date: 9-19-16

Acknowledgment of Receipt of Addendum 2 is required by signing and including the acknowledgment with your proposal. Failure to acknowledge this Addendum may result in your proposal being deemed non-responsive.



INVITATION FOR BID
FOR
PEST EXTERMINATION AND CONTROL (17-01)

ADDENDUM NO. 3

This Addendum is being issued for the following changes and informational items:

THIS ADDENDUM SHALL TAKE PRECEDENCE OVER ANYTHING CONTRARY ON THE PREVIOUSLY ISSUED SPECIFICATIONS AND INSTRUCTIONS AND SHALL BE REFERRED TO HEREINAFTER AS PART OF THE CONTRACT DOCUMENTS.

The City has received the following questions and is hereby providing answers thereto:

Q 1: Who has the contract now?

A 1: *The current contract was awarded to Riverside County Pest Control who has recently been acquired by Orkin Pest Control as of February 1, 2016.*

Q 2: How much is it being done for?

A 2: *The current contracted price for one year is \$16,800.00*

Q 3: Has the contract changed, if so about what percent +/-?

A 3: *There were two contract service amendments to add additional locations of: New Animal Control Shelter, Demuth Park, Sunrise Park, Palm Springs Stadium, Ruth Hardy Park, Victoria Park and Demuth Community Center. CPI increases for years 4-7 were waived by Riverside County Pest Control.*

Q 4: How many companies showed up for the job walk?

A 4: *Six.*

Q 5: How many companies requested the IFB?

A 5: *The IFB was posted on line and made available for public download. We have no way of knowing how many people viewed or downloaded the public document. Six firms registered as being interested.*

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA

Laigh Gilano

Procurement Specialist II

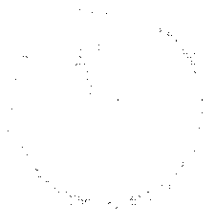
DATE: September 8, 2016

ADDENDUM ACKNOWLEDGMENT:

Proposer Firm Name: Lloyd Pest Control

Authorized Signature: [Signature] Date: 9-19-16

Acknowledgment of Receipt of Addendum 3 is required by signing and including the acknowledgment with your proposal. Failure to acknowledge this Addendum may result in your proposal being deemed non-responsive.



INVITATION FOR BID
FOR
PEST EXTERMINATION AND CONTROL (17-01)

ADDENDUM NO. 4

This Addendum is being issued for the following changes and informational items:

THIS ADDENDUM SHALL TAKE PRECEDENCE OVER ANYTHING CONTRARY ON THE PREVIOUSLY ISSUED SPECIFICATIONS AND INSTRUCTIONS AND SHALL BE REFERRED TO HEREINAFTER AS PART OF THE CONTRACT DOCUMENTS.

The City has received the following questions and is hereby providing answers thereto:

Q 1: May we submit as a separate document, along with our bid, our recommendations in regards to bait stations and other equipment that will better serve the needs of the City of Palm Springs in monitoring pest control service?

A 1: *No. Please respond to the bid as written.*

Q 2: Will we be getting keys for locked facilities?

A 2: *No. Access will be schedule through the Maintenance and Facilities Staff.*

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA

Leigh Gilano

Procurement Specialist II
DATE: September 14, 2016

ADDENDUM ACKNOWLEDGMENT:

Proposer Firm Name: Lloyd Pest Control

Authorized Signature: [Signature] Date: 9-19-16

Acknowledgment of Receipt of Addendum 4 is required by signing and including the acknowledgment with your proposal. Failure to acknowledge this Addendum may result in your proposal being deemed non-responsive.

EXHIBIT "D"

SCHEDULE OF COMPENSATION

Furnish all labor, equipment, materials, supervision and service necessary to complete said Work in accordance with the Specifications of the City of Palm Springs and will accept as full payment therefore, the following unit cost amounts. **The City of Palm Springs will not accept any additional charges, fees, etc. that are not already included or incorporated in the below unit costs.**

For the initial three (3) years of the Agreement term, the Unit Pricing shall remain fixed. For optional years 4 and 5, Contractor may request a price adjustment not to exceed the Bureau of Labor Statistic's Consumer Price Index (CPI) for the LA/Riverside/Anaheim region for the prior 12 month period effective on the anniversary date. Optional renewal years 4 and 5, and any associated CPI increase, are at the mutual consent of the City and the Contractor.

THESE LOCATIONS ARE SERVICED (1) ONCE PER MONTH	ADDRESS	SQUARE FEET	\$ COST/MONTH
Fire Dept. Training Ctr.	3000 E. Alejo Road	1,410	\$22.00
Palm Springs Stadium	1901 E. Baristo Road	16,506	\$26.00
Baristo Practice Field	1901 E. Baristo Road	480	\$17.00
Leisure Center	401 S. Pavilion Way	15,155	\$22.00
City Hall	3200 E. Tahquitz Canyon Way	48,183	\$22.00
Fire Station #1	277 N. Indian	5,364	\$17.00
Fire Station #2	300 N. El Cielo Road	19,309	\$22.00
Fire Station #3	590 E. Racquet Club Road	6,266	\$17.00
Fire Station #4	1300 La Verne Way	5,380	\$17.00
Fire Station #5	5800 Bolero Road	3,764	\$17.00
Belardo Parking Structure	Corner of Belardo & Tahquitz	12,880	\$22.00
J.C. Frey Building	1711 E. Baristo Road	3,617	\$17.00
Police Department	200 S. Civic Drive	53,680	\$39.00
Pavilion	403 S. Pavilion Way	20,200	\$39.00
J.O.J.D.H. Unity Center	480 Tramview Road	13,373	\$22.00
Swim Center	405 S. Cerritos	8,048	\$17.00
Visitor's Center/ Entry Sign	2901 N. Palm Canyon	2,761	\$22.00
MCMANUS VILLAGE BUILDINGS	Palm Canyon Drive	4 buildings	
Cornelia White house	223 Palm Canyon Drive	940	\$18.00
Cultural Museum Gallery	221 Palm Canyon Drive	3,310	\$18.00
Fudge & Candy Shop	211 Palm Canyon Drive	2,685	\$18.00
Jim Ruddy's General Store	219 Palm Canyon Drive	916	\$18.00
Library	300 S. Sunrise Way	34,254	\$22.00
City Corporate Yard	425 N. Civic Drive	44,782	\$39.00
Cogen Muni Plant	205 N. El Cielo	2,116	\$22.00
Cogen Sunrise Plant	403 S. Pavilion Way	1,702	\$22.00
Palm Springs Skate Park	403 S. Pavilion	30,000	\$22.00
Baristo Parking Structure	Corner of Baristo & Indian Canyon	124,251	\$22.00
Police Sub Station	105 S. Indian Canyon	2,475	\$22.00

Welwood Library	100 S. Palm Canyon Drive	5,953	\$22.00
Dog Park	222 N. Civic Drive	56,000	\$17.00
Palm Springs Train Station	North Indian Avenue	2,160	\$22.00
Palm Springs Animal Shelter	1810 Camino Parocela	21,000	\$35.00
Plaza Theater	128 S. Palm Canyon Drive	15,100	\$22.00
Palm Canyon Theater	538 N. Palm Canyon Drive	13,199	\$22.00
Desert Art Center	550 N. Palm Canyon Drive	5,073	\$22.00
Demuth Community Park	3601 E. Mesquite Ave.	21,000	\$22.00
Demuth Concessions Building	4365 E. Mesquite Ave.	1,767	\$17.00
CITY PARK RESTROOMS			
Demuth Restrooms (3 Bldgs)	Mesquite Ave.	1,670	\$22.00
Ruth Hardy Park Restroom	700 Tamarisk Road	684	\$17.00
Sunrise Park	1401 E. Baristo Road	200	\$17.00
Victoria Park	2650 Via Miraleste	684	\$17.00
GRAND TOTAL MONTHLY SERVICE (ONCE PER MONTH)			\$894.00
ANNUAL SERVICE (MONTH x 12)			\$10,728.00
AIRPORT FACILITIES TO BE SERVICED (2) TWICE PER MONTH			
LOCATION	ADDRESS		\$ COST/ MONTH
Palm Springs International Airport	3400 E. Tahquitz Canyon Way		
Main Terminal Building	"	113,785	\$50.00
Bono Concourse	"	78,722	\$50.00
RJ Concourse South	"	15,000	\$50.00
Ground Transportation Center Facility (GTC -Taxi Building & CNG Fueling Station)	"	1,990	\$50.00
Loop Road/ Parking Lots	"	641,501	\$50.00
Customs Facility	"	3,638	\$33.00
Vehicle Inspection Plaza	"	2,000	\$33.00
GRAND TOTAL, (AIRPORT) MONTHLY SERVICE(TWICE PER MONTH)			\$316.00
ANNUAL SERVICE (MONTH x 12)			\$3,792.00
CUMULATIVE MONTHLY GRAND TOTAL FOR CITY FACILITIES AND AIRPORT LOCATIONS:			\$1,210.00
BASIS OF AWARD - CUMULATIVE ANNUAL GRAND TOTAL FOR CITY FACILITIES AND AIRPORT LOCATIONS:			\$14,520.00

Bee/Wasps/Hornet removal (As needed per occurrence): \$ 175.00 1st floor / \$250.00 2nd Floor
 Boom lift not included in price if needed.

Flea treatment (As needed per occurrence): \$ 125.00

EXHIBIT "E"

SCHEDULE OF PERFORMANCE

LOCATION	ADDRESS	SQUARE FEET
TO BE SERVICE ONCE (1) PER MONTH		
Fire Dept. Training Ctr.	3000 E. Alejo Road	1,410
Palm Springs Stadium	1901 E. Baristo Road	16,506
Baristo Practice Field	1901 E. Baristo Road	480
Leisure Center	401 S. Pavilion Way	15,155
City Hall	3200 E. Tahquitz Canyon Way	48,183
Fire Station #1	277 N. Indian	5,364
Fire Station #2	300 N. El Cielo Road	19,309
Fire Station #3	590 E. Racquet Club Road	6,266
Fire Station #4	1300 La Verne Way	5,380
Fire Station #5	5800 Bolero Road	3,764
Belardo Parking Structure	Corner of Belardo & Tahquitz	12,880
J.C. Frey Building	1711 E. Baristo Road	3,617
Police Department	200 S. Civic Drive	53,680
Pavilion	403 S. Pavilion Way	20,200
J.O.J.D.H. Unity Center	480 Tramview Road	13,373
Swim Center	405 S. Cerritos	8,048
Visitor's Center/ Entry Sign	2901 N. Palm Canyon	2,761
McManus Village Buildings	Palm Canyon Drive	4 buildings
Cornelia White house	223 Palm Canyon Drive	940
Cultural Museum Gallery	221 Palm Canyon Drive	3,310
Fudge & Candy Shop	211 Palm Canyon Drive	2,685
Jim Ruddy's General Store	219 Palm Canyon Drive	916
Library	300 S. Sunrise Way	34,254
City Corporate Yard	425 N. Civic Drive	44,782
Cogen Muni Plant	205 N. El Cielo	2,116
Cogen Sunrise Plant	403 S. Pavilion Way	1,702
Palm Springs Skate Park	403 S. Pavilion	30,000
Baristo Parking Structure	Corner of Baristo & Indian Canyon	124,251
Police Sub Station	105 S. Indian Canyon	2,475
Welwood Library	100 S. Palm Canyon Drive	5,953
Dog Park	222 N. Civic Drive	56,000
Palm Springs Train Station	North Indian Avenue	2,160
Palm Springs Animal Shelter	1810 Camino Parocela	21,000
Plaza Theater	128 S. Palm Canyon Drive	15,100
Palm Canyon Theater	538 N. Palm Canyon Drive	13,199
Desert Art Center	550 N. Palm Canyon Drive	5,073
Demuth Community Park	3601 E. Mesquite Ave.	21,000
Demuth Concessions Building	4365 E. Mesquite Ave.	1,767
City Park Restrooms		
Demuth Restrooms (3 buildings)	Mesquite Ave.	1,670
Ruth Hardy Park Restroom	700 Tamarisk Road	684
Sunrise Park	1401 E. Baristo Road	200
Victoria Park	2650 Via Miraleste	684

PALM SPRINGS INTL. AIRPORT TO BE SERVICED TWICE (2) PER MONTH	3400 E. Tahquitz Canyon Way	8 buildings/ areas
Main Terminal Building	"	113,785
Bono Concourse	"	78,722
RJ Concourse South	"	15,000
Ground Transportation Center Facility (GTC –Taxi Building & CNG Fueling Station)	"	1,990
Loop Road/ Parking Lots	"	641,501
Customs Facility	"	3,638
Vehicle Inspection Plaza	"	2,000