



City Council Staff Report

DATE: July 15, 2009 Consent Calendar

SUBJECT: AWARD CONTRACT FOR PEST CONTROL SERVICES FOR ALL CITY FACILITIES

FROM: David H. Ready, City Manager

BY: Public Works and Aviation

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/facilities including the airport. In an effort to further support the City's sustainability efforts, Procurement staff took the initiative to research and include an alternate scope of work/cost schedule (B) that offers optional Green Certified Pest-Control products for these services

RECOMMENDATION:

- 1) Award a contract services agreement for Bid (IFB) 09-02, Pest Control Services, for all city facilities utilizing Green Certified insecticide concentrate to Riverside County Pest Control, of Palm Desert, CA, for a 3 year term at an annual fixed cost of \$12,888 (total \$38,664) with 2 two-year renewal options.
- 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 38 service locations within the City's jurisdiction. To accomplish the procurement of this firm, the City's Procurement Division worked closely with staff from Facilities Maintenance and Aviation to issue an Invitation for Bid (IFB 09-02) for Pest Extermination and Control Services for all the 38 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 provide on-demand services for abnormal infestation

circumstances within 24 hours and at no additional cost to the City. The bid was advertised in The Desert Sun, posted on the City's website, and notice sent to eleven firms. Eight firms attended a walk-thru on June 25 and four (4) bids were received, opened and read publicly in the Procurement Office at the bid opening time and date of 2:00 P.M., July 6, 2009.

Staff took the initiative to include an alternate pricing bid Schedule B that requires the use of Green Certified pest control products to support our City's sustainability efforts. Due to the nature of the pest control industry, alternative "green friendly" insecticides are not widely available and are highly regulated by the California Structural Pest Control Board (Title 16, Article 6) to limit deceptive or misleading claims about their perceived level of environmental "friendliness" or "effectiveness". All products used in the performance of pest control services by their very nature have some level of toxicity to pests in order to do their job. Standard industry potent chemical based insecticides and pesticides are registered and regulated with the EPA, whereas mineral oil based products are exempt from the EPA but do require Material Safety Data Sheet (MSDS) registration. Following are the bid results, showing Schedule A (current pest control services/standard industry chemicals) and alternate Schedule B (green certified product).

VENDOR	SCHEDULE A: Pest Control Services	SCHEDULE B: "Green" Certified Pest- Control Services
Riverside County Pest Control	\$11,733.60/ yr	\$12,888.00/ yr
Cartwright Termite & Pest Control Inc.	\$11,868.36/ yr	\$16,884.00/ yr
Pest Master Service	\$19,128.00/ yr	\$19,128.00/ yr
Western Exterminator	\$31,020.00/ yr	\$31,020.00/ yr

The bid was structured such that Council has the option of awarding either Schedule A or Schedule B. In this case, locally based Riverside Pest Control (Palm Desert) is the low bidder for both schedules and staff is recommending award of alternate Schedule B, utilizing EcoExempt IC insecticide concentrate (a rosemary oil and mineral oil based product, MSDS attached), certified by Green-Pro-Green and the National Pest Management Association. The cost is \$12,888 per year and represents a -4.2% cost reduction from the prior contract. If in the event EcoExempt IC product proves to be insufficient in controlling pests, the City retains the right to switch to the industry standard chemical based insecticides and pesticides previously utilized, as per Schedule A.

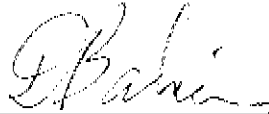
Staff is recommending the alternate schedule be awarded.

FISCAL IMPACT:

Funds have been approved in the Fiscal 09/10 budget and are available in the following accounts:

5641-43200 – Facilities Maintenance, Contractual Services

6200-43200 – Aviation, Contractual Services



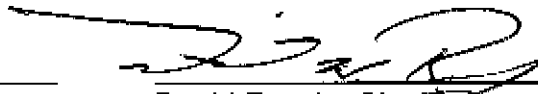
David Barakian, Director of Public Works



Thomas Wilson, Assistant City Manager



Thomas Nolan, Executive Director, Aviation



David Ready, City Manager

- 1) Material Safety Data Sheet – EcoExempt IC concentrate
- 2) Contract Services Agreement

Jul. 6. 2009 5:26PM

No.7981 P. 5

MATERIAL SAFETY DATA SHEET

EcoEXEMPT™ IC²

**INSECTICIDE
CONCENTRATE**

This document has been prepared to meet the requirements of the U.S. OSHA Hazard Communication Standard, 29 CFR 1910.1200, the EU Directive, 91/155/EEC and other regulatory requirements.

1. COMPANY & PRODUCT IDENTIFICATION

Product: EcoEXEMPT™ IC²
EPA Reg. No.: Exempt
Manufacturer: EcoSMART Technologies, Inc.
318 Seaboard Lane, Suite 208, Franklin, TN 37067
For General Information: (888) 826-7233 (9am to 5pm CST)
Emergency Telephone Number:
InfoTrac Chemical Response System (800) 535-8053 (24 hours)

2. INGREDIENTS

Rosemary Oil (active ingredient)		Inert Oil	
% by weight:	10.0%	% by weight:	10 to 70%
CAS:	8000-25-7	CAS:	8042-47-5
Exposure Limits:	None established	Exposure Limits:	TWA: 5 mg/m ³ (OSHA)
Inert Essential Oils Blend			
% by weight:	10 to 70%		
Exposure Limits:	None established		

3. HAZARDS IDENTIFICATION

Overview:

* Clear very pale yellow liquid with a faint milky scent.

Potential Health Effects: Prolonged exposure to this product may cause skin irritation, eye/nasal irritation, dizziness, headache or nausea. State of California requires any product containing 8.5% or more of Rosemary Oil must at a minimum bear the signal word "Caution," the phrase "Keep Out of Reach of Children," appropriate precautionary language, and a requirement for protective eyewear and gloves.

4. FIRST AID MEASURES

Eyes: Flush with plenty of water. Seek medical attention if irritation persists.
Skin: Wash with soap and water.
Inhalation: Remove exposed person to fresh air.
Ingestion: Rinse mouth out with plenty of water. Do not induce vomiting. Do not give anything by mouth to an unconscious person. Seek medical attention if feeling sick or nauseous.

5. FIRE FIGHTING MEASURES

Flashpoint (active ingredient): >145 degrees F (70C)
Flammable Limits: Not tested
Extinguishing Media: Use Foam, Carbon Dioxide, or Dry Chemical extinguishers.
Fire and Explosion Hazards: The product is combustible.
Special Fire Fighting Procedures: None
Hazardous Decomposition Products: Carbon dioxide, carbon monoxide, smoke, fumes, and unburned hydrocarbons and terpenes.

6. SPILL/LEAK PROCEDURES

If spilled, absorb liquid with an inert absorbent material and dispose of the empty container and absorbent material in accordance with local ordinances. Components of this product are not considered EPA hazardous wastes.

7. HANDLING & STORAGE

Keep container tightly closed when not in use. Store only in the original container in a cool, dry place. Do not smoke or eat in the product handling area. Keep out of the reach of children and animals.

8. EXPOSURE CONTROL/PERSONAL PROTECTION

Ventilation: Local exhaust ventilation is not required. If large quantities are handled indoors, ensure adequate mechanical ventilation.
Respiratory Protection: Not required with adequate ventilation. If ventilation is poor and large quantities are being handled, wear a properly fitted half-face or full-face air-purifying respirator which is approved for pesticides (NIOSH/MSHA in U.S.).
Eye Protection: Safety glasses or chemical goggles.
Gloves: Wear Nitrile, Neopren, or natural rubber gloves.
Other Protective Equipment: Not required.

9. PHYSICAL PROPERTIES

Appearance: Clear very pale yellow liquid
Odor: Faint milky scent
Specific Gravity: (water =1), 1.0 g/ml

10. STABILITY & REACTIVITY

Chemical Stability: Stable
Hazardous Polymerization: Will not occur

11. TOXICOLOGICAL INFORMATION

Rat Acute Oral: Not Determined
Acute effects from Overexposure: Prolonged contact with the skin may cause irritation, and contact with the eyes may cause eye irritation. Inhalation of the vapor may cause irritation of nasal passages and/or dizziness. Ingestion of this product could result in irritation of the gastrointestinal tract, headache or nausea.
Chronic Effects from Overexposure: No data are available.
Carcinogenicity: NTP: No OSHA: No

12. ENVIRONMENTAL INFORMATION

While specific data regarding toxicity to fish or other aquatic organisms is not available for this product, care should always be taken to prevent pesticides from entering aquifers.

13. DISPOSAL

Do not reuse empty container. Triple rinse empty container then puncture container and recycle if possible. If recycling is not possible, triple rinse empty container then puncture container and dispose of container in a sanitary landfill, or incinerator, or if allowed by state and local regulations, by burning. If burned, stay out of smoke.

14. TRANSPORTATION INFORMATION

Ground: Not DOT regulated in available quantities (see CFR 49 § 173.150 (f))
Air Aviation Regulated Liquid: N.O.S. (contains Rosemary Oil), Class 9, UN3384, PG III
International: Contact EcoSMART Technologies:
Telephone (888) 826-7233 (9am to 5pm EST)

15. REGULATORY INFORMATION

NFPA Ratings: Health - 1 Fire - 2 Reactivity - 0 Special - none
SARA 302 III: This product does not contain any ingredients subject to Section 313 (40 CFR 372) reporting requirements.



EcoSMART Technologies, Inc.
318 Seaboard Lane, Suite 208
Franklin, Tennessee 37067
Phone: (888) 826-7233
(615) 461-7300
Fax: (615) 461-7301

Revised July 2005.

004

CONSULTING SERVICES AGREEMENT

Pest Extermination and Control Services

THIS AGREEMENT FOR CONSULTING SERVICES (the "Agreement") is made and entered into this ___ day of _____, 2009, by and between the City of Palm Springs, a California charter city and municipal corporation ("City"), and Riverside County Pest Control, Inc., a California Corporation. ("Consultant").

RECITALS

A. City requires the services of a Pest Extermination and Control Company for Pest Control for various City buildings/ facilities, including the Palm Springs International Airport ("Project").

B. Consultant has submitted to City a proposal to provide pest extermination and control services to City pursuant to the terms of this Agreement.

C. Based on its experience, education, training, and reputation, Consultant is qualified to provide the necessary services to City for the Project and desires to provide such services.

D. City desires to retain the services of Consultant for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, City agrees to retain and does hereby retain Consultant and Consultant agrees to provide services to the City as follows:

AGREEMENT

1. CONSULTANT SERVICES

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide Pest Extermination and Control services to City as described in the Scope of Services/Work attached to this Agreement as Exhibit "A" and incorporated herein by reference (the "services" or "work"), which includes the agreed upon schedule of performance and the schedule of fees. Consultant warrants that all services and work shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in the Scope of Services/Work and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 Compliance with Law. All services rendered under this Agreement shall be provided by Consultant in accordance with all applicable federal, state, and local laws, statutes and ordinances and all lawful orders, rules, and regulations promulgated thereunder.

1.3 Licenses and Permits. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 **Familiarity with Work.** By executing this Agreement, Consultant warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

2. **TIME FOR COMPLETION.**

The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the work of this Agreement according to the agreed upon schedule of performance set forth in Exhibit "A." Consultant shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Consultant. Delays shall not entitle Consultant to any additional compensation regardless of the party responsible for the delay.

3. **COMPENSATION OF CONSULTANT**

3.1 **Compensation of Consultant.** For the services rendered pursuant to this Agreement, Consultant shall be compensated and reimbursed, in accordance with the schedule of fees set forth in Exhibit "A," which total amount shall not exceed the fixed rate of \$12,888 per year, or \$38,664.00 total for 3 (three) years.

3.2 **Method of Payment.** In any month in which Consultant wishes to receive payment, Consultant shall no later than the first working day of such month, submit to City in the form approved by City's finance director, an invoice for services rendered prior to the date of the invoice. Payments shall be based on the hourly rates as set forth in Exhibit "A" for authorized services performed. City shall pay Consultant for all expenses stated thereon, which are approved by City consistent with this Agreement, within thirty (30) days of receipt of Consultant's invoice.

3.3 **Changes.** In the event any change or changes in the Scope of Services/Work is requested by City, the parties hereto shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees. An amendment may be entered into:

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

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

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

4. **PERFORMANCE SCHEDULE**

4.1 **Time of Essence.** Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed pursuant to the agreed upon schedule of performance set forth in Exhibit "A." The extension of any time period must be approved in writing by the Contract Officer.

4.3 Force Majeure. The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not limited to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if Consultant shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 9.5 of this Agreement, this Agreement shall continue in full force and effect for a period of three (3) years, commencing on 8/1/2009, and ending on 7/31/2012, unless extended by mutual written agreement of the parties per the renewal options in Exhibit A.

5. COORDINATION OF WORK

5.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the services and work specified herein and make all decisions in connection therewith: Ron Suber, General Manager. It is expressly understood that the experience, knowledge, education, capability, 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 Consultant and devoting sufficient time to personally supervise the services hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

5.2 Contract Officer. The Contract Officer shall be the City Manager, or his/her designee. It shall be the Consultant's responsibility to keep the Contract Officer, or his/her designee, fully informed of the progress of the performance of the services and Consultant shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

5.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, education, capability, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other individual or entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City.

5.4 Independent Contractor. Neither City nor any of its employees shall have any

control over the manner, mode, or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall not be an employee of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role; however, City shall have the right to review Consultant's work product, result, and advice. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

5.5 Personnel. Consultant agrees to assign the following individuals to perform the services set forth herein. Consultant shall not alter the assignment of the following personnel without the prior written approval of the Contract Officer. Acting through the City Manager, the City shall have the unrestricted right to order the removal of any personnel assigned by Consultant by providing written notice to Consultant.

<u>Name:</u>	<u>Title:</u>
Jan Anderson	Facilities Maintenance Manager
Harold Riffle	Airport Maintenance Superintendent

6. INSURANCE

Consultant shall procure and maintain, at its sole cost and expense, policies of insurance as set forth in Exhibit "B," which is attached hereto and is incorporated herein by reference.

7. INDEMNIFICATION.

To the fullest extent permitted by law, Consultant shall defend (at Consultant'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 (Consultant'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 Consultant, its officers, employees, representatives, and agents, which Claims arise out of or are related to Consultant's performance under this Agreement, but excluding such Claims arising from the 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 Consultant's indemnification obligation or other liability hereunder.

8. RECORDS AND REPORTS

8.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

8.2 Records. Consultant shall keep such books and records as shall be necessary to

properly perform the services required by this Agreement and 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.

8.3 Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights or ownership of the documents and materials hereunder. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein.

8.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

8.5 Cost Records. Consultant shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred while performing under this Agreement and shall make such materials available at its offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment for inspection by City and copies thereof shall be promptly furnished to City upon request.

9. ENFORCEMENT OF AGREEMENT

9.1 California Law. This Agreement shall be construed and interpreted both as to validity and 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 Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

9.2 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

9.3 Rights and Remedies are 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.

9.4 Legal Action. In addition to any other rights or remedies, either party may take

legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

9.5 Termination Prior to Expiration of Term. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Consultant, except that where termination is due to the fault of Consultant 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 receipt of the notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter. Consultant may terminate this Agreement, with or without cause, upon thirty (30) days written notice to City.

10. CITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

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

10.2 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry.

11. MISCELLANEOUS PROVISIONS

11.1 Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

To City: City of Palm Springs
Attention: City Manager & City Clerk
3200 E. Tahquitz Canyon Way
Palm Springs, California 92262

To Consultant: Riverside County Pest Control, Inc.
Attn: Ron Suber, General Manager
77-622 Country Club Drive
Suite M
Palm Desert, CA 92211

11.2 Integrated Agreement. This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

11.3 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

11.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

11.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

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[SIGNATURE PAGE SEPARATELY ATTACHED]

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

"CONSULTANT"
Riverside County Pest Control, Inc.

Date: _____

By: _____
(name)

(president)

Date: _____

(name)

(secretary)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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.

Please Notary Seal Above

Signature _____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

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EXHIBIT "A"

**CONSULTANT'S
SCOPE OF SERVICES/WORK
Including
Schedule of Fees and Schedule of Performance**

The Contractor shall provide pest extermination and control services, including rodent and pest control, inside designated City-owned buildings/facilities and in outside areas adjacent to the designated buildings. Services shall be performed at least once per month at each service location.

The Contractor agrees to provide the services in a safe 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.

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, fleas, scorpions and other crawling insects. 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.

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

Location	Address	Square Footage
<i>To be service once (1) per month</i>		
Fire Dept. Training Ctr.	3000 E. Alejo Road	1,410
Palm Springs Stadium	1901 E. Baristo Road	15,561
Leisure Center	401 S. Pavilion Way	12,863
City Hall	3200 E. Tahquitz Canyon Way	29,927
Fire Station #1	277 N. Indian	5,054
Fire Station #2	300 N. El Cielo Road	16,910
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	3,496
Tennis Center	1300 E. Baristo Road	2,880
J.C. Frey Building	1711 E. Baristo Road	4,584
Police Department	200 S. Civic Drive	47,762
Pavilion	403 S. Pavilion Way	20,200
J.O.J.D.H. Unity Center	480 Tramview Road	11,390
Swim Center	405 S. Cerritos	960
Visitor's Center	2901 N. Palm Canyon	2,500
McManus Village Buildings	221 Palm Canyon Drive	4 buildings
Cornelia White house	"	940
Museum Gallery	"	3,310
Shop & Salon	"	2,685
Jim Ruddy's General Store	"	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	1,656
Palm Springs Skate Park	403 S. Pavilion	30,000
Downtown Parking Structure	Corner of Baristo & Indian Canyon	122,373
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 International Airport <i>To be serviced twice (2) per month</i>	3400 E. Tahquitz Canyon Way	7 buildings/ areas
Main Terminal Building	"	113,785
Bono Concourse	"	78,722
RJ Concourse South	"	15,000
Ground Transportation Center Facility (GTC -Taxi Building)	"	1,875
Loop Road/ Parking Lots	"	641,501
Customs Facility	"	3,638
Vehicle Inspection Plaza	"	1,152

EXHIBIT "B"

INSURANCE PROVISIONS

Including

Verification of Coverage,

Sufficiency of Insurers,

Errors and Omissions Coverage,

Minimum Scope of Insurance,

Deductibles and Self-Insured Retentions, and

Severability of Interests (Separation of Insureds)

Insurance

Consultant shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, in a form and content satisfactory to the City, public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Consultant's performance under this Agreement. Consultant shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in full force and effect during the term of this Agreement, including any extension thereof, and shall not be cancelable without thirty (30) days advance written notice to City of any proposed cancellation. Certificates of insurance evidencing the foregoing and designating the City, its elected officials, officers, employees, agents, and volunteers as additional named insureds by original endorsement shall be delivered to and approved by City prior to commencement of services. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same shall not be construed as a limitation of Consultant's obligation to indemnify City, its elected officials, officers, agents, employees, and volunteers.

A. **Minimum Scope of Insurance.** The minimum amount of insurance required hereunder shall be as follows:

1. Comprehensive general liability and personal injury with limits of at least one million dollars (\$1,000,000.00) combined single limit coverage per occurrence and two million dollars (\$2,000,000) general aggregate;
2. Automobile liability insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence;
3. Professional liability (errors and omissions) insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000) annual aggregate (**waived*); and,
4. Workers' Compensation insurance in the statutory amount as required by the State of California and Employer's Liability Insurance with limits of at least one million dollars \$1 million per occurrence. If Consultant has no employees, Consultant shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.

For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects City and its respective elected officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City and its respective elected officials, officers, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it. For Workers' Compensation and Employer's Liability Insurance only, the insurer shall waive all rights of subrogation and contribution it may have against City, its elected officials, officers, employees, agents, and volunteers.

B. **Errors and Omissions Coverage.** If Consultant provides claims made professional liability insurance, Consultant shall also agree in writing either (1) to purchase tail insurance in the amount required by this Agreement to cover claims made within three years of the completion of Consultant's services under this Agreement, or (2) to maintain professional

liability insurance coverage with the same carrier, or equivalent coverage with another company, in the amount required by this Agreement for at least three years after completion of Consultant's services under this Agreement. Consultant shall also be required to provide evidence to City of the purchase of the required tail insurance or continuation of the professional liability policy. (*waived)

C. Sufficiency of Insurers. Insurance required herein 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 otherwise acceptable to the City.

D. Verification of Coverage. Consultant shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, effecting all of the coverages 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 Consultant'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 Consultant's obligation to provide them.

E. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City prior to commencing any work or services under this Agreement. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected officials, officers, employees, agents, and volunteers; or, Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Certificates of Insurance must include evidence of the amount of any deductible or self-insured retention under the policy. Consultant guarantees payment of all deductibles and self-insured retentions.

F. Severability of Interests (Separation of Insureds). This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

Total compensation for services provided during the initial three-year term of this Agreement shall not exceed the fixed rate of \$12,888 per year, or a total of \$38,664.00 for the first three (3) years, utilizing alternate Schedule B, "green" certified pest-control product, EcoExempt IC insecticide concentrate, as provided by Contractor in bid response to IFB 09-02. In the event the City determines that the "green" certified product is insufficient in controlling pests, the City reserves the right to switch to the industry standard chemical based insecticides and pesticides offered by Contractor under Schedule A, at the pricing quoted and retained in the bid files by the City.

Monthly compensation for individual buildings/facilities to be serviced shall be as follows per Schedule B :

LOCATION	ADDRESS	\$COST/MONTH
NOTE: THESE LOCATIONS ARE SERVICED (1) ONCE PER MONTH		
Fire Dept. Training Ctr.	3000 E. Alejo Road	\$25.00
Palm Springs Stadium	1901 E. Baristo Road	\$30.00
Leisure Center	401 S. Pavilion Way	\$22.00
City Hall	3200 E. Tahquitz Canyon Way	\$22.00
Fire Station #1	277 N. Indian	\$20.00
Fire Station #2	300 N. El Cielo Road	\$20.00
Fire Station #3	590 E. Racquet Club Road	\$20.00
Fire Station #4	1300 La Verne Way	\$20.00
Fire Station #5	5800 Bolero Road	\$20.00
Tennis Center	1300 E. Baristo Road	\$20.00
J.C. Frey Building	1711 E. Baristo Road	\$20.00
Police Department	200 S. Civic Drive	\$35.00
Pavilion	403 S. Pavilion Way	\$20.00
J.O.J.D.H. Unity Center	480 Tramview Road	\$25.00
Swim Center	405 S. Cerritos	\$20.00
Visitor's Center	2901 N. Palm Canyon	\$25.00
McManus Village Buildings	221 Palm Canyon Drive	
Cornelia White house	"	\$25.00
Museum Gallery	"	\$20.00
Shop & Salon	"	\$20.00
Jim Ruddy's General Store	"	<i>\$ no charge, included</i>
Library	300 S. Sunrise Way	\$25.00
City Corporate Yard	425 N. Civic Drive	\$35.00
Cogen Muni Plant	205 N. El Cielo	\$25.00
Cogen Sunrise Plant	403 S. Pavilion Way	\$25.00
Palm Springs Skate Park	403 S. Pavilion	\$20.00
Downtown Parking Structure	Corner of Baristo & Indian Cyn	\$25.00
Police Sub Station	105 S. Indian Canyon	\$20.00
Welwood Library	100 S. Palm Canyon Drive	\$20.00
Dog Park	222 N. Civic Drive	\$25.00

Palm Springs Train Station	North Indian Avenue	\$20.00
Palm Springs Animal Shelter	1810 Camino Parocela	\$35.00
GRAND TOTAL (NON-AIRPORT), MONTHLY SERVICE (1) ONCE PER MONTH		\$704.00
ANNUAL SERVICE (MONTH x 12)		\$8,448.00
NOTE: AIRPORT FACILITIES TO BE SERVICED (2) TWICE PER MONTH		
LOCATION	ADDRESS	\$ COST/ MONTH
Palm Springs International Airport	3400 E. Tahquitz Canyon Way	\$52.00
Main Terminal Building	"	\$52.00
Bono Concourse	"	\$52.00
RJ Concourse	"	\$32.00
GTC Facility	"	\$52.00
Loop Road/ all Parking Lots	"	\$52.00
Vehicle Inspection Plaza	"	\$39.00
Customs Facility	"	\$39.00
GRAND TOTAL, (AIRPORT) MONTHLY SERVICE(TWICE PER MONTH)		\$370.00
ANNUAL SERVICE (MONTH x 12)		\$4,440.00
CUMULATIVE MONTHLY GRAND TOTAL FOR CITY FACILITIES AND AIRPORT LOCATIONS:		\$1,074.00
CUMULATIVE ANNUAL GRAND TOTAL FOR CITY FACILITIES AND AIRPORT LOCATIONS:		\$12,888.00

"Green" Certified Chemical(s) proposed: ECO Exempt IC.

Name of independent "Green" certification(s): Green Pro Green National Pest Management Association.

The City reserves the right to accept, reject, and make any final determination as to the validity or acceptability of any chemical, or certification, used in the performance of this contract.

It is understood and agreed that this Bid may not be withdrawn until sixty (60) days from the date of the opening thereof, and at no time after award of Bid. Prices are to remain firm for the initial contract period of the three years, with two (2) two year renewal options upon mutual consent of the City and the contractor subject to adjustment as defined below.

For optional Two (2) year renewals, 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 to be effective on the anniversary. Optional renewal years, and any associated CPI increase, are at the mutual consent of the City and the Contractor. NOTE: The CPI adjustment, if any, will be granted at the commencement of each two (2) year renewal, not at the beginning of each individual year of the agreement.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

The term of this Contract will be for three (3) years, commencing 8/1/2009 thru 7/31/2012 with two (2), two year renewal options upon mutual consent of the City and the Contractor.

All buildings shall be inspected and treated at least once each month for designated buildings and areas and twice a month for Airport locations. More may be required at no additional cost to the City for the eradication and preventative control of rodents and insects, and the contractor shall be subject to, and answer within an eight hour period, special calls for control of infestation at no additional charge.

Time of Service - The Contractor shall perform the services of the Contract during normal City work hours, Monday through Thursday from 8:00 a.m. to 6:00 p.m., except as required by the City's Contract Officer. Saturday and Sunday hours must be approved in advanced. Services shall not be scheduled on City holidays. (A Holiday schedule will be provided). Note that the City reserves the right to modify normal City work hours, and the current closure of many facilities on Friday due to the furlough program, may change in the future.

Schedule of Work - The Contractor shall furnish to the City's Contract Officer 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's Contract Officer as required. Any work to be performed not conforming to this schedule shall be approved by the City's Contract Officer prior to such occurrence.