

PUBLIC NOTICE

**CITY OF WEST DES MOINES
DEPARTMENT OF PUBLIC SERVICES**

PEST CONTROL

Sealed bids will be received by the City of West Des Moines, Iowa, on or before 2:00 p.m., local time, on Wednesday, March 1, 2017, for the following:

Bid Item: Pest Control

Bidders shall submit their bids in a sealed envelope, plainly marked "Pest Control Bid".

Office of the City Clerk
City of West Des Moines
4200 Mills Civic Parkway, Suite 2B
P.O. Box 65320
West Des Moines, Iowa 50265-0320

Specifications may be secured at the Department of Public Services, 560 S. 16th Street, West Des Moines, Iowa, by contacting Gary Rank, Facilities Manager (515) 222-3480.

Unit price(s) shall be final and the City reserves the right to accept or reject any or all bids on a per unit basis and waive irregularities and technicalities as determined to be in the best interest of said City.

Published in the Des Moines Register on Friday, February 17, 2017.

REQUEST FOR BID

CITY OF WEST DES MOINES DEPARTMENT OF PUBLIC SERVICES

PEST CONTROL

The City of West Des Moines, Iowa, solicits interested firms to submit bids for Monthly Pest Control Services for various City of West Des Moines buildings.

Submittals marked "Pest Control Bid" will be received no later than 2:00 p.m., local time, on March 1, 2017, in:

Office of the City Clerk
City of West Des Moines
4200 Mills Civic Parkway, Suite 2B
P.O. Box 65320
West Des Moines, Iowa 50265-0320

BID PROCEDURE

Mark outside of envelope with bid subject, "Pest Control Bid".

Bids received after the announced time and date of receipt, by mail or otherwise, will be returned unopened. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. The City of West Des Moines reserves the right to award in part or in whole or to reject any or all bids.

Any bid submitted **MUST** be signed by an individual authorized to bind the bidder. All bids submitted without such signature will be deemed non-responsive and will not be acceptable.

If you desire not to quote on this Request for Bid, please forward your acknowledgment of **NO BID SUBMITTED** to the above address.

I. Statement of Project

The intent and purpose of this Request for Bid is to establish a contract to provide monthly pest control services.

II. Scope of Work

The Contractor shall furnish all labor, supervision, equipment, and materials required to control infestations of all American, Brown Banded, German, Oriental, and Smoky Brown roaches; House and Carpenter ants; Spiders, to include Black Widow and Brown Recluse species; silverfish; yellow jackets; bees; wasps; centipedes; millipedes; earwigs; House crickets; rats and mice in the following City of West Des Moines buildings:

Fire Station #17
1401 Railroad

Northslope Lift Station
6800 University Ave

Fire Station #18
5025 Grand Ave

University Ave Pump Station
1820 50th St

Public Safety Station #19
8055 Mills Civic Pkwy

South Area Lift Station
1985 Walnut Woods Dr

Fire/EMS Headquarters #21
3421 Ashworth Rd

Lincoln Street Lift Station
699 Lincoln St

Westside Fire/EMS #22
1801 68th St

Railroad Ave Lift Station
300 Railroad Ave

Law Enforcement Center
250 Mills Civic Pkwy

Maffit Lift Station
3098 S 54th St

Community Center
217 5th St

Human Services
139 6th St

Public Services Building
560 S 16th St

Parks Maintenance Facility
1421 Maple St

Library
4000 Mills Civic Pkwy

Animal Shelter
1421 Maple St

Holiday Aquatic Center
1701 Railroad Ave

Horticulture Center
1421 Maple St

City Offices
4200 Mills Civic Pkwy

Jaycee Park
5608 Center St

Nature Lodge
2500 Grand Ave

Crossroads Parks
5200 Ashworth Rd

Raccoon River Softball Complex
2500 Grand Ave

WDM Girls Softball
1401 Railroad Ave

Valley View Aquatic Center
255 81st St

If new locations arise during the term of this contract or in the event the CITY desires additional pest control services beyond the scope of this contract, the CONTRACTOR shall be requested to submit a negotiable price quote. Upon approval by the contract administrator/designee, additions will become part of the contract through properly executed forms.

III. PERFORMANCE REQUIREMENTS

- A. **Personnel.** The Contractor shall provide the City with the name, address and telephone number(s) for at least two designated contact personnel responsible for insuring response to the City's request for contract services. The Contractor shall ensure that at least one of the contact persons is available and accessible 24 hours per day, during the period the Agreement is in force including Saturdays, Sundays and holidays.
- B. **Response Time.** The Contractor shall respond and provide pest control services within two (2) hours after notification in emergency events. In non-emergency repairs, the Contractor shall initiate work within four (4) hours from notification.
- C. **Authority/Direction.** The Contractor and his designated personnel shall respond to repair orders given by the City in a positive, courteous and timely manner. The City reserves the right to reject any piece of equipment or personnel from continued or further engagement of services due to incompetence or insubordination or inability of equipment to function properly for the requested services.
- D. **Property Damage.** The Contractor shall be responsible for any and all damage to private as well as public property (including public utilities) due to its own or its employee's negligence in performing pest control services.

IV. QUALIFICATIONS

- A. All qualified bidders shall show proof that they are licensed and fully qualified to perform pest control services in the State of Iowa.

V. PAYMENT

- A. Contractor will be paid on a monthly basis in arrears. Invoices must contain the contract number and location where services were provided.

VI. TERM OF CONTRACT

The initial term of this contract shall be effective for the period of one year, commencing on or around April 1, 2017. The City reserves the right at its sole option to renew this contract per the same terms and conditions as set forth in the resulting contract on an annual basis. Any renewal contract shall be signed by the City prior to the expiration of the initial term and any subsequent term. Bids must include cost estimates in the event of contract extensions.

The City reserves the right not to renew this contract at the end of the initial term or any subsequent term. Contract award and renewals shall be limited to a total of five (5) years from original bid.

IV. INSURANCE

The Contractor shall provide to the City of West Des Moines a Certificate(s) of Insurance evidencing all required insurance coverage.

6.1 General

6.1.1 The Contractor shall purchase and maintain insurance to protect himself, and Owner against all hazards enumerated herein. All policies shall be in the amounts, form and companies satisfactory to the Owner.

6.1.2 All certificates of insurance required herein shall state that thirty (30) days written notice will be given to the Owner before the policy is canceled or changed. All certificates of insurance shall be delivered to the Owner prior to the time that any operations under this Contract are started.

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6.1.3 All of said Contractor's certificates of insurance shall be written in an insurance company authorized to do business in the State of Iowa.

6.2 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any of them, or by anyone for whose acts any of them may be liable:

6.2.1 Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts;

6.2.2 Claims for damages because of bodily injury, occupational sickness or

disease, or death of his employees;

- 6.2.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
- 6.2.4 Claims for damages insured by usual personal injury liability coverage which are sustained:
 - A. by any person as a result of an offense directly related to the employment of such person by the Contractor, or
 - B. by the other person;
- 6.2.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and,
- 6.2.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

6.3 Limits of Liability

- 6.3.1 The insurance required by Paragraph 6 shall be written on an occurrence form of policy for not less than any limits of liability specified herein, or require by law, whichever is greater:

General Liability; contractually, independent Contractors, Broad Form Property damage	\$1,000,000
Personally Injury, Underground Explosion and Collapse	\$500,000 (Aggregate hazards)
Automobile Liability (including all owned, non-owned and hired autos) single limit	\$500,000 Combined
Worker's Compensation	Statutory Benefits \$500,000 Coverage B
Umbrella Liability; (applying directly excess of above liability single limit coverage)	\$1,000,000 Combined \$1,000,000

6.4 **Contractual Liability Insurance**

6.4.1 The insurance required by Paragraph 6 shall include contractual liability insurance applicable to the Contractor's obligations as follows:

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and their agents, officers and employees from and against all claim, damages, losses and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.
- B. In any and all claims against the Owner or any of their agents, officers or employees by any employee of the Contractor, any Subcontractor, any directly or indirectly employed by any of them or anyone for whose acts may be liable, the indemnification obligation under this Subparagraph 4, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.5 Contractor's Insurance for other Losses for the consideration in this agreement heretofore stated, in addition to the Contractor's other obligations, the Contractor assumes full responsibility for all loss or damage from any cause whatsoever to any tools owned by the mechanics, any tool machinery, equipment, or motor vehicles owned or rented by the Contractor, his agents, Subcontractors, materials owned or rented by the Contractor, his agents, Subcontractors, material men or his or their employees: To shed or other temporary structures, scaffolding and staging, protective fences, bridges and sidewalk hooks. The Contractor shall also assume responsibility for all loss or damage caused by, arising out of or incident to larceny, theft, or any cause whatsoever (except as hereinbefore provided) to the structure on which the work of this Contract, and any modifications, alterations, enlargement thereto, is to be done, and to the following items and labor connected or to be used as a part of the permanent materials, and supplies necessary to the work.

6.6 Notification in Event of Liability or Damage Upon the occurrence of any event, the liability for which is herein assumed, the Contractor agrees to forthwith notify the Owner, in writing, such happening, which notice shall forthwith give the details as

to the happening, the cause as far as can be ascertained, the estimate of loss or damage done, the names or witnesses, if any, and stating the amount of any claim.

IV. Further Information

- A. Mandatory Drug and Testing Programs. The Contractor certifies that all their employees who may perform safety sensitive functions for the City are included in a substance abuse program that meets the requirements of Federal Department of Transportation Drug and Alcohol Testing regulations, (Code of Federal Regulations, 49 C.F.R., Part 382 and Part 40).
- B. Right-to-Know Statement. The bidder certifies that, in accordance with the Hazard Communication Rule, 29 C.F.R. 1910.120 (the Right-to-Know Law) and the State of Iowa Hazardous Chemical Risk Right-to-Know rule, employees exposed to materials on the worksite will be trained for the materials in use by the successful Contractor as part of the contract. Safety Data Sheets (SDS) for City materials will be supplied by the successful Contractor upon request.
- C. ADA Statement. The City does not discriminate on the basis of disability. If you believe you have been discriminated against in any program or facility, you may file a complaint alleging the discrimination with the ADA Coordinator through the City Managers office. The TDD line for the City of West Des Moines is 222-3334.
- D. FLSA Statement. We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders to the United States Department of Labor issued under Section 14 thereof.
- E. For questions which may arise as a result of this Request for Bid or to schedule a tour of the various facilities, please contact Gary Rank, Department of Public Services, 560 S. 16th Street, West Des Moines, Iowa, 515/222-3480.

Authorized Signature

Date

BID FORM
CITY OF WEST DES MOINES
DEPARTMENT OF PUBLIC SERVICES
PEST CONTROL

Location	Cost Per Month
Fire Station #17 1401 Railroad Ave	
Fire Station #18 5025 Grand Ave	
Public Safety Station #19 8055 Mills Civic Pkwy	
Fire/EMS Headquarters #21 3421 Ashworth Rd	
Westside Fire/EMS #22 1801 68 th St	
Law Enforcement Center 250 Mills Civic Pkwy	
Community Center 217 5 th St	
Public Services Building 560 S 16 th St	
Library 4000 Mills Civic Pkwy	
Holiday Aquatic Center 1701 Railroad Ave	
City Offices 4200 Mills Civic Pkwy	
Nature Lodge 2500 Grand Ave	
Raccoon River Park Softball Complex 2500 Grand Ave	
Valley View Aquatic Center 255 81 st St	

Location	Cost Per Month
Northslope Lift Station 6800 University Ave	
University Ave Pump Station 1820 50 th St	
South Area Lift Station 1985 Walnut Woods Dr	
Lincoln Street Lift Station 699 Lincoln St	
Railroad Ave Lift Station 300 Railroad Ave	
Maffit Lift Station 3098 S 54 th St	
Human Services 139 6 th St	
Parks Maintenance Facility 1421 Maple St	
Animal Shelter 1421 Maple St	
Horticulture Center 1421 Maple St	
Jaycee Park 5608 Center St	
Crossroads Park 5200 Ashworth Rd	
WDM Girls Softball 1401 Railroad Ave	

Authorized Signature _____

Date _____

Company Name _____

Address _____

Contact Name _____

Contact Email _____

Contact Phone _____