

DEPARTMENT OF PROCUREMENT SERVICES – CITY OF CHICAGO

APRIL 27, 2015

ADDENDUM NO. 2

FOR

INTEGRATED PEST MANAGEMENT SERVICES (TARGET MARKET)

Specification No. 124387

This document contains:

- I. Changes/Revision to the Specification**
- II. Questions and Answers**
- III. Addendum Receipt Acknowledgment**

For which Bids are scheduled to be received no later than 11:00 a.m., Central Time on April 30, 2015, in the Department of Procurement Services, Bid & Bond, Room 103, City Hall.

Required for use by:
CITY OF CHICAGO
(Department of Fleet and Facility Management)



This Addendum is distributed by:

CITY OF CHICAGO
Department of Procurement Services

Bidder must acknowledge receipt of this Addendum No. 2 on the Bid Execution Page (Article 16) and should complete and return the attached Acknowledgment by email to

larry.washington@cityofchicago.org

Attn: Larry L. Washington, Procurement Specialist
(312) 744-8981

The information contained in this Addendum No.2 is incorporated by reference into the original Specification issued on February 9, 2015.

RAHM I. EMANUEL
MAYOR

JAMIE L. RHEE
CHIEF PROCUREMENT OFFICER

APRIL 27, 2015

ADDENDUM NO. 2

TO

INTEGRATED PEST MANAGEMENT SERVICES (TARGET MARKET)

for

Specification No. 124387

FOR WHICH BID PROPOSALS WERE SCHEDULED TO BE OPENED IN THE BID & BOND, ROOM 103, CITY HALL, CHICAGO, ILLINOIS 60602, BY 11:00 a.m., CENTRAL TIME on April 30, 2015

BIDDER MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID EXECUTION PAGE (ARTICLE 16) SUBMITTED WITH YOUR BID. FAILURE TO ACKNOWLEDGE MAY RESULT IN BID REJECTION.

SECTION I: CHANGES AND REVISIONS

1. The bid opening date has been postponed from April 30, 2015 to May 13, 2015, 11:00 a.m., Central Time.
2. Delete in its entirety **Article 7, Insurance Requirements**, and replace with a new **Article 7, Insurance Requirement**, attached.
3. Delete in its entirety **Article 5, Scope of Work and Detailed Specifications, Section 5.1. General**, paragraph 1 and replace with a new **Section 5.1. General**, paragraph 1 following:

Section 5.1. General

The Contractor must furnish all labor, material, equipment, transportation and all other pertinent supplies required for Pest Control Services. The Contractor will be responsible for exterminating and/or removing all pests, insects, rodents, and vermin including, but not limited to: bats, rats, mice, raccoons, squirrels, pigeons, roaches, ants, water bugs, silverfish, bed bugs, pest birds, fleas, flies, and other pests, rodents, birds and vermin. The Contractor will render all Pest Control Services through implementation of a pre-approved plan utilizing Integrated Pest Management practices for City Departments and at City Facilities.

ARTICLE 7 INSURANCE REQUIREMENTS

The Contractor must provide and maintain for the life of this Contract and at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the insurance coverage and requirements specified below, insuring all operations related to the Contract.

7.1 Insurance to be Provided

7.1.1 Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease.

7.1.2 Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

7.1.3 Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. When applicable, coverage must include an MCS 90 Endorsement where required by the Motor Carrier Act of 1980 and pollution coverage for loading, unloading and transportation of Hazardous Waste, Special Waste and/or Solid Waste. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

7.1.4 Contractor Pollution Liability

When any remediation or clean-up work is performed which may cause a pollution exposure, Contractor Pollution Liability must be provided or cause to be provided, covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$2,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

7.1.5 Property

The Contractor is responsible for all loss or damage to City property at full replacement cost that results from this Contract.

The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

7.2 Additional Requirements

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as an exhibit)

or equivalent prior to Contract award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. No fulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

Contractor must furnish Certificates Insurance of Coverage of any or all insurance policies listing the City as an additional insured upon request by the Chief Procurement Officer. All Certificates Insurance of Coverage must be signed, dated and reference the City contract number.

The insurance must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor agrees that insurers waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company and each of its separate constituent entities as named insureds.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION II: QUESTIONS/ANSWERS TO THE SPECIFICATION

QUESTION 1 What is the time frame in the Catalog RFQ, for line items 24, 25 and 26? For instance, is it correct to understand that the number that is being asked to be supplied in the “price” box is intended to be reflective of the total price for providing service to all of the buildings in each category over 12 months (with the number in the “extended price” box to be reflective of the cost of providing service to all of the buildings in each category over the course of 60 months)?

ANSWER 1 **Yes. The per unit price is the price to provide service to one square foot of space one time to a building within the respective category. The Extended Price is the price to provide service to the aggregate square footage for all buildings within the respective category for the 60 month contract term.**

QUESTION 2 What action, other than merely signing in to the building, is to be performed in the line item for a trip charge to City Hall?

ANSWER 2 **Signing into the building, if necessary, and interfacing with the City’s designated point of contact for the facility.**

QUESTION 3 On average, how many floors are serviced during the weekly service to City Hall?

ANSWER 3 **This information is not available since this is a new system.**

QUESTION 4 What action, other than merely signing in to the building, is to be performed in the line item for a trip charge to 1869 Pershing?

ANSWER 4 **Signing into the building, if necessary, and interfacing with the City’s designated point of contact for the facility.**

QUESTION 5 On average, how many floors are serviced during the weekly service to 1869 Pershing?

ANSWER 5 **This information is not available since this is a new system.**

QUESTION 6 In the Catalog RFQ, Line Item 30 – Bed bug chemical treatment:
How is the coverage area for treatment determined once bed bugs
are confirmed to be present?

ANSWER 6 **City personnel will meet with the Contractor to determine the
size of the area requiring treatment.**

QUESTION 7 In the Catalog RFQ, Line Item 31 – Bed bug heat treatment: How
is the coverage area for treatment determined once bed bugs are
confirmed to be present?

ANSWER 7 **The City will meet with the Contractor to determine the size of
the area requiring treatment.**

QUESTION 8 How much bird netting per year was installed over the life of the
previous contract (Contract No: 18465)?

ANSWER 8 **Bird netting was not included in the Scope of Contract No:
18465. This is a new program and the information is not
available.**

QUESTION 9 When is the site inspection, and at which sites are walk through
inspection offered prior to March 31, 2015?

ANSWER 9 **No site inspection or walk through inspections are scheduled
for this specification.**

QUESTION 10 Is the subcontractor required to submit an online Economic
Disclosure Statement and certificate of proof, or is only the prime
contractor required to do so?

ANSWER 10 **The prime contractor is required to submit an online Economic
Disclosure Statement.**

QUESTION 11

Integrated Pest Management seeks to deliver the most economical means of treatment with the most minimal impact to the environment. However, in the case of termites, the level of treatment necessary can escalate to levels requiring treatment beyond those available in bait formulation. In these instances, treatments are more time consuming and involved than those employing termite bait alone and often include removal of brick and drilling concrete to put a liquid termiticide under the ground to treat for subterranean termites. Repair of brick and concrete are necessary after drilling. If a termite problem necessitates this degree of time consuming treatment, how is this invoiced? How is approval sought? Will more involved termite treatment necessitate a change order?

ANSWER 11

Delete Section 5.7 General Requirements in its entirety and replace with new Section 5.7 General Requirements as follows:

Section 5.7 General Requirement

The Control will furnish all supervision, labor, material, and equipment necessary to plan and implement an environmentally sound and effective pest control program that includes monitoring, trapping, pesticide application and pest removal components for all facilities listed herein, and future facilities requiring service under the terms of this specification.

The Contractor will adequately suppress the follow pests:

- 1. Indoor populations of rodents, insects arachnids, and other arthropods**
- 2. Outdoor populations of potentially indoor-infesting species that are within the property boundaries of the specified buildings**
- 3. Nests of stinging insects within the property boundaries of the specified buildings**
- 4. Individuals of all excluded pest populations that are incidental invaders inside the specified buildings**
- 5. Birds, bats, snakes, and all other vertebrates other than commensal rodents**
- 6. Bed Bugs**
- 7. Pest birds**

The Contractor will be required to perform the following tasks for all existing and future facilities included within the scope of this specification:

- 8. Initial Inspections of designated facilities**
- 9. Development of a Comprehensive IPM Plan**
- 10. IPM Techniques for Rodents, Insects, Etc.**
- 11. Restrictions on Pesticide Use**
- 12. Response to Pest Emergencies**
- 13. Telephone service to include 24 hour cell phone**
- 14. Orientation of city staff and facility occupants**
- 15. Safety and Health Procedures**
- 16. Quality Control Program**
- 17. Uniforms and Personal Protective Equipment**
- 18. Vehicles**
- 19. Licensing**
- 20. Evaluation of Service**

Contractor's services must conform to these specifications and must be in accordance with the best practices and techniques of the pest management industry.

QUESTION 12 Can the 1869 W. Pershing building received Saturday service?

ANSWER 12 **No. 2FM staff is not on duty on Saturday.**

QUESTION 13 In section 5.12 Response to pest emergencies (page 68), it states: "The Contractor must trap raccoons and squirrels in a humane manner, must euthanize raccoons according to the guidelines of the City of Chicago Commission on Animal Care and Control, and must release squirrels at least 500 feet from the point of capture." The Illinois Wildlife Code Part 525 which governs the taking of squirrels in Illinois allows for their euthanasia or release 10 miles to 40 miles from a capture site. Only a municipal employee trapping non-commercially may release squirrels less than 10 miles from capture. Does Specification No: 124387 allow the trapping and release of animals governed by Part 525 and taken with the Class A Nuisance Wildlife Control Permit to be taken in accordance with the laws listed in Part 525?

ANSWER 13 **Yes. Click here for law [Part 525 ILCS]:**
<http://www.dnr.illinois.gov/adrules/documents/17-525.pdf>

QUESTION 14 If canine detection is determined to be necessary for the monitoring and detection of beg bugs, how is that invoiced? How is approval sought? Will canine detection necessitate a change order?

ANSWER 14 **Canine detection is not required in this specification.**

QUESTION 15 The top of page 60 states, "The Contractor must conduct a site visit at least once per week at 1869 W. Pershing." This is contradictory, because Section 5.8 Locations to be Serviced reads, "The Contractor will be expected to render the service under this specification on a routine monthly basis with the exception of City Hall." Also, the Catalog RFQ lines 16-23 are coded 60 indicating weekly visits. Please clarify.

ANSWER 15 **Section 5.8 Locations to be Serviced, under paragraph Lines 16-24 – 1869 W. Pershing Rd: the first sentence states "The Contractor must conduct a service visit at least once per week at 1869 W. Pershing Rd." Delete in its entirety and replace with: "The Contractor must conduct a service visit at least once per month at 1869 W. Pershing Rd."**

QUESTION 16 Section 5.19 Licensing states, "Unlicensed (uncertified) applicators working under the supervision of a licensed applicator will be permitted to provide service to the departments." This conflicts with Section 5.11a, "Commercial Applicator or Technician Licenses "Unlicensed (uncertified) applicators working under the supervision of a licensed applicator will not be permitted to provide services under this Contract." Also, (page 58) Section 5.6 Contractor Qualifications that says, "All personnel providing service under this contract shall, at a minimum be a Certified Technician for: General use Pesticides." Please Clarify.

ANSWER 16 **Delete in it entirety Section 5.19 "Licensing" and replace with the following: Section 5.19 "Licensing" Throughout the term of the contract, Contractor in performance of Services hereunder must maintain a current business license issued by**

the Illinois Department of Public Health. In addition, all Contractor's personnel providing on site IPM services must maintain licensing (in categories appropriate to work being performed) as commercial applicators or state licensed and certified technicians. Unlicensed (uncertified) applicators working under the supervision of a licensed applicator will not be permitted to provide services to the Departments.

QUESTION 17

The scope called out on page 57 (Section 5.1 General) refers to a host of animals to be treated, but nowhere in Specification No: 124387 does it request that the bidder hold licenses or certifications for any species other than bugs. Animals like raccoons, require a Class-A Nuisance Wildlife Control Permit, so it is very important for the quality of this contract that these additional licenses are mentioned and that those awarding the contract give preference to the bidder who most closely matches the expertise and licensing criteria. Will bidders be required, in accordance with Illinois Law, to have a Class –A Nuisance Wildlife Control Permit issued by the Department of Natural Resources to be deemed qualified to perform this contract? A pest control operator risks prosecution by setting a raccoon or squirrel trap without a Class-A Nuisance Wildlife Control Permit. The General use Pesticides license does not qualify a technician to trap raccoons or other wildlife governed by 520 ILCS TITLE 17: CONSERVATION, CHAPTER 1: DEPARTMENT OF NATURAL RESOURCES, SUBCHAPTER b: FISH AND WILDLIFE, PART 525, NUISANCE WILDLIFE CONTROL PERMITS.

Here is the paragraph in Specification No: 124387 that calls out for all of these areas of expertise: "The Contractor will be responsible for exterminating and/or removing all pests, insects, rodents, and vermin, including, but limited to: bats, rats, mice, raccoons, squirrels, pigeons, roaches, ants, termites; water bugs, silverfish, bed bugs, pest birds, fleas, flies, and other pests, rodents, bird and vermin." While the contract calls out for these areas of expertise, it does not mention the licenses that correspond with each. The only license called out is the Illinois Department of Public Health Structural Pest Control General Standards license for bugs. Below is a table of the license/certification that corresponds with each area of expertise that the contract mentions:

<u>Area of Expertise</u>	<u>Corresponding license/certification</u>
1. Insects	Illinois Department of Public Health Structural Pest Control License General Standards
2. Raccoons, skunks, squirrels, opossums, bats, and other wildlife	Illinois Department of Natural Resources Class A Nuisance Wildlife Control Permit Administrator: Bob Bluett Illinois DNR – Division of Wildlife One Natural Resources Way Springfield, IL 62702 217-782-7580, bob.lbluett@illinois.gov http://www.dnr.illinois.gov/adrules/documents/17-525.pdf
3. Pigeons	Illinois Department of Public Health Structural Pest Control Special Use Category: Birds

ANSWER 17

The Contractor will be required, in accordance with Illinois Law, to obtain a Class-A Nuisance Wildlife Control Permit issued by the Department of Natural Resources to trap nuisance wildlife at the time of the request by the City. Per Section Number 3.3, the Contractor must comply with all Federal, State, County and Municipal laws, statutes, regulations, codes, ordinances and executive orders.

QUESTION 18

Question from MBE Subcontractor:

“My insurance broker stated that we’re good to go pertaining to insurance requirements, however I had a question. Is it possible that with the bid we can show what insurance we currently have and make a stipulation that if we do receive the contract that within a week we can meet the requirements for insurance? Just want to make sure that we are not spending all this money before we know for sure.”

ANSWER 18

Article 1, Requirements for Bidding and Instructions to Bidders, Section 1.11.6. Other Required Forms and

Documents, states “Other forms required to be included with the Bid are Insurance Certificate of Coverage as shown in Section 1, changes/revisions of this Addendum #2.

QUESTION 19 What are the “times of operations” for doing routine pest control service?

ANSWER 19 Monday to Friday 8:00 a.m. to 5:00 p.m., unless otherwise noted and dependent upon the City’s operations.

QUESTION 20 What was the total amount of last year’s accepted bid for this project (integrated pest management services)?

ANSWER 20 This information can be found on the City of Chicago Procurement website at: cityofchicago.org/procurement, under Awarded (Contract Purchase Order #18465).

QUESTION 21 Is there a requirement to visit all of the listed Contract job sites, even if the bidder has done so before?

ANSWER 21 Per Section 1.5 Pre-Bid Conference and Site Visit, paragraph 3, states “Bidders must familiarize themselves with the locations for contract performance required by the Bid Documents and take into account all relevant conditions when preparing its Bid. The Contractor will not be paid additional compensation due to failure to account for conditions that may be observed by a site visit in its bid.

QUESTION 22 In lieu of visiting sites, may a bidder go to the City’s Map and Planning Room and electronically view all of the job sites?

ANSWER 22 See answer to question 21.

QUESTION 23 May a bidder calculate by square footage for some of the job site?

ANSWER 23 All bidders must adhere to specification requirements.

QUESTION 24 Are there any pests that we need not put in the proposal (excepted pests)?

ANSWER 24 See answer to question 11.

QUESTION 25 Does the Contract require that every individual working at a job site under the Contract be certified by the State of Illinois as a Structural Pest Control Technician, despite state law provisions generally allowing uncertified (but properly trained) pest control company employees to work as applicators so long as a supervisory and certified Structural Pest Control Technician is within 30 minutes of the job site? We note that a page 67 of the Specification, at para. 5.11(a), it states that: "Unlicensed (uncertified) applicators working under the supervision of a licensed applicator will not be permitted to provide services under this Contract." However, page 70 of the Specification, at para. 5.19, suggests otherwise: "Unlicensed (uncertified) applicators working under the supervision of a licensed applicator will be permitted to provide service to the Departments." Thank you for clarification.

ANSWER 25 See answer to question number 17.

QUESTION 26 Additionally, is there any distinction under the Contract that would allow an uncertified, but properly trained, employee of the awardee (State certified) company to work at a Contract job site to conduct initial or follow up pest inspections, though be explicitly from engaging in actual application of pesticides or other IPM treatments at job sites?

ANSWER 26 See answer to question number 17.

QUESTION 27 Can the subcontractor list the prime contractor as an additional insured on the Certificate of Insurance?

ANSWER 27 No, the subcontractor cannot list the prime contractor as an additional insured. Also, the subcontractor does not submit a Certificate of Insurance.

QUESTION 28 Does the subcontractor need to list the City of Chicago as additional insured?

ANSWER 28 The subcontractor does not submit a Certificate of Insurance, therefore, no the subcontractor cannot list the City of Chicago as an additional insured.

**CITY OF CHICAGO – DEPARTMENT OF PROCUREMENT SERVICES
JAMIE L. RHEE
CHIEF PROCUREMENT OFFICER**

DEPARTMENT OF PROCUREMENT SERVICES – CITY OF CHICAGO

APRIL 27, 2015

Addendum No. 2

FOR

INTEGRATED PEST MANAGEMENT SERVICES

SPECIFICATION NO. 124387

Required by:



CITY OF CHICAGO

DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

Consisting of Sections I, II and III including this Acknowledgment.

SECTION III. ADDENDUM RECEIPT ACKNOWLEDGMENT

I hereby acknowledge receipt of Addendum No. 2 to the Specification named above and further state that I am authorized to execute this Acknowledgment on behalf of the company listed below.

Signature of Authorized Individual

Title

Name of Authorized Individual (Type or Print)

Company Name

Business Telephone Number

Complete and Return this Acknowledgment by email to:

larry.washington@cityofchicago.org

Attn: Larry L. Washington, Procurement Specialist