April 1, 2005

To: The Board of Governors of Exhibition Place

From: Dianne Young  
General Manager & CEO

Subject: Agreement for Pest Control Services

Purpose:

To submit for approval the terms and conditions for an agreement to provide Pest Control Services to Exhibition Place and the NTC.

Financial Implications:

The projected annual expenditure for pest control services is $70,000 and provided for in the 2005 Operating Budget.

Recommendation:

It is recommended that the Board enter into agreement with Purity Pest Control ("Purity") for the provision of pest control services to Exhibition Place on such terms and conditions as contained in this report, the Request for Quotations or as required by the General Manager & CEO and the City Solicitor.

Background:

In February 2001, a request for quotation (RFQ) was awarded by the Board to The Steritech Group Corporation for the provision of pest control services for one year with an optional second year term from April 1, 2004 to March 31, 2005.

Comments:

In February 2005, Exhibition Place through the City of Toronto Finance Department's Purchasing and Materials Management Division issued an RFQ for provision of pest control services to listed suppliers. Eight quotations were received from Absolute Pest Control, Purity Pest Control, The Steritech Group Corp, Abell Pest Control, Reliable Pest Control, Magical Pest Control, Rentokil Pest Control and PCO Services.
The RFQ specified the Board’s requirements for monthly, bi-monthly and weekly pest control treatment service and, the enhanced level of service required prior to and during the Canadian National Exhibition.

Bidders were required to submit pricing on a “per treatment per location” basis, lump-sum pricing for the Canadian National Exhibition based on a service schedule, pricing for fogging services if required and hourly rates for other related pest control services. Along with their bids, bidders were required to indicate the number of service hours for treatment they allocated for each location.

The RFQ closed on March 2, 2005, with eight quotations received. The prices were as follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Three year Cost for Scheduled Treatment Service</th>
<th>Lump-sum cost for services relating to the CNE</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Absolute Pest Control</td>
<td>$25,485.20</td>
<td>$24,560.00</td>
<td>$50,045.20</td>
</tr>
<tr>
<td>Purity Pest Control</td>
<td>$40,710.00</td>
<td>$26,400.00</td>
<td>$67,110.00</td>
</tr>
<tr>
<td>Abell Pest Control</td>
<td>$42,790.80</td>
<td>$28,200.00</td>
<td>$70,990.80</td>
</tr>
<tr>
<td>Rentokil Pest Control</td>
<td>$37,936.00</td>
<td>$33,220.00</td>
<td>$71,156.00</td>
</tr>
<tr>
<td>The Steritech Group Corp.</td>
<td>$47,160.00</td>
<td>$26,280.00</td>
<td>$73,440.00</td>
</tr>
<tr>
<td>Reliable Pest Control</td>
<td>$42,816.00</td>
<td>$34,894.00</td>
<td>$77,710.00</td>
</tr>
<tr>
<td>Magical Pest Control</td>
<td>$51,874.56</td>
<td>$31,692.00</td>
<td>$83,566.56</td>
</tr>
<tr>
<td>PCO Services</td>
<td>$54,720.24</td>
<td>$29,040.00</td>
<td>$83,760.24</td>
</tr>
</tbody>
</table>

In its analysis of the bids submitted staff interviewed the two lowest bidders. Absolute Pest Control, the lowest bidder indicated that they misunderstood the requirement and have withdrawn their bid.

Purity Pest Control, the second lowest bidder complies with all requirements. Purity Pest Control currently provides similar services to Ontario Place, The Toronto Transit Commission, The Town of Markham and City of Toronto Child Care Centres.

The substantial terms of the agreement between the Board and Purity will be as follows:

(a) Term: One year commencing May 1, 2005 with the option to extend for two additional one-year periods subject to satisfactory performance review.

(b) Pricing: Pricing is to be fixed during the term of the Agreement in accordance with the terms of the RFQ.

(c) Union Agreements: Purity Pest Control shall comply with all agreements in force between the Board and any union or association with respect to Exhibition Place.

(d) Assignment: The agreement between the Board and Purity Pest Control shall not be assigned by Purity Pest Control without the consent of the Board.
(e) Insurance/Indemnity: United shall provide proof of insurance in a form and amount satisfactory to the Board and containing provisions including the Board, CNEA, O&Y-SMG Canada and the City of Toronto as additional insured with a cross liability/severability of interest clause of standard wording. Insurance shall be primary before any insurance held by the additional insured and the Board shall be entitled to thirty days notice of any intention to cancel or not to renew the policy. Purity shall indemnify the Board, the CNEA, O&Y-SMG Canada and the City of Toronto with respect to any and all liability arising from any damage or injury as a result of the negligent acts or omissions of Purity Pest Control, or its employees or any other person for whom it is in law responsible, in the supply and quality of the equipment.

(f) Other Terms: Such other terms and conditions as contained in the Request for Quotations or as required by the General Manager & CEO and the City Solicitor.

Conclusions:

This report recommends the Board enter into agreement with Purity Pest Control for pest control services in accordance with this report, the terms of the RFQ and such other terms and conditions required by the General Manager & CEO and the City Solicitor. Ms. Arlene Campbell, General Manager NTC is in agreement with the terms and conditions outlined in this report.

Submitted by:

[Signature]
Dianne Young
General Manager & CEO