

PUBLIC NOTICE

The Township of Wayne will be accepting sealed bids for the township-wide **Mosquito Abatement Program**. Packets outlining the specifications are available from Wayne Township located at 27W031 North Avenue, West Chicago, IL 60185, during regular business hours, or on the Township website at www.waynetwp-il.org.

Sealed bids must be submitted to The Township of Wayne no later than 12:00 noon on Wednesday, March 31, 2010, at which time bids will be opened and publicly read. All interested parties are invited to attend.

Township of Wayne

Thomas Arends
Wayne Township Supervisor

INVITATION TO BID

Bid Let Date: April 15, 2010 7:30 PM
Project Name: Mosquito Abatement Program
Location: Township of Wayne
Owners: Township of Wayne
Description: Mosquito abatement services for the Township of Wayne
Bid Documents & Plan Holders List: Available from Township of Wayne 27W031 North Avenue, West Chicago, IL 60185 or online at www.waynetwp-il.org

Bid Opening: Wednesday, April 14, 2010, 12:00 noon
27W031 North Avenue, West Chicago, IL 60185

Bids Submitted To: Township of Wayne
27W031 North Avenue, West Chicago, IL
60185

Award Notification: April 5, 2010
Completion Deadline: April 14, 2010

Questions To: Thomas Arends
Wayne Township Supervisor
630-231-7140
tarends@waynetwp-il.org

REQUEST FOR BIDS
Three-Year Mosquito Abatement Program
PROPOSALS DUE April 14, 2010 (No later than noon)

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SECTION I INTRODUCTION

A. DEFINITIONS

The following words and phrases, when used in this Request for Bids document, shall have the meanings as specified herein.

Bidder: The person, firm, or corporation submitting a bid.

Township: The Township of Wayne, DuPage County, Illinois, an Illinois Township.

B. REQUEST FOR BIDS

The Township, acting under its statutory authority, is seeking bids for **Township-wide** Mosquito Abatement Program. This Request for Bids (RFB) document describes the Township's objectives and criteria, as well as the anticipated review and selection process.

The Bidder desiring to furnish a quotation for such services shall submit a sealed bid in accordance with the specifications outlined herein.

C. INVESTIGATION BY PROSPECTIVE BIDDERS

It shall be the responsibility of the Bidder to thoroughly read and understand the information, instructions, specifications and requirements. Bidders are expected to fully inform themselves as to the requirements for the provision of the specified goods or services before submitting bids. Failure to do so is at the Bidder's own risk. No plea of error or plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Township. The Township will assume the submission of the bid means the Bidder has familiarized itself with all conditions, requirements and specifications, and intends to comply with them unless specifically noted otherwise in writing.

D. PROPER COMPLETION OF BID DOCUMENTS

Bid documents must be signed by an officer or employee of the Bidder having the authority to bind the company or firm by signature. All signatures must be properly done in ink in the proper spaces. If a corporation is submitting a bid, the signatures must be signed by an authorized officer of the corporation. Submission of a signed bid on behalf of a corporation shall constitute a representation and warranty by the corporation that the officer signing on behalf of the corporation is so authorized.

E. BID DELIVERY REQUIREMENTS

Sealed bids must be received at Wayne Township, 27W031 North Avenue, West Chicago, IL 60185, no later than 12:00 noon on March 31, 2010. The sealed bids that arrive at or prior to the deadline will be opened publicly on that date and time. Sealed envelopes should be clearly labeled “**Mosquito Abatement Bid**”. Facsimile machine transmitted bids shall not be accepted. If sent by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Township at the location stated in this paragraph.

Bids received prior to the time of opening will be securely kept, unopened. Bids arriving after the specified date and time, whether sent by mail, courier, or in person, shall not be accepted and will either be refused or returned unopened. Mailed bids which are delivered after the specified time and date will not be accepted regardless of the postmarked date or time on the envelope.

F. BID SECURITY

Not required.

G. WITHDRAWAL OF BIDS, DECLINATIONS

The Township Administrator may grant a request to withdraw a bid if a written request is received prior to the specified time of bid opening. After the bid opening, the Bidder cannot withdraw or cancel its bid for a period of 60 calendar days, and such bid will be binding during that time.

Prospective Bidders that decline to submit a bid are requested to so notify the Township in writing, and to indicate if they would like their name to be kept on a future bidding list. However, this is not mandatory.

H. COMPETENCY OF BIDDERS

The Township shall not construe the opening and reading of bids as acceptance. The Township reserves the right to determine the competence, as well as the financial and operational capacity of any Bidder. Upon request of the Township, the Bidder shall furnish evidence as may be required by the Township to evaluate its ability and resources to accomplish the services required by the specifications therein.

I. NON-ACCEPTANCE OF BIDS

No bid shall be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or is in default to the Township upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Township, or who has failed to faithfully perform any previous contract with the Township.

J. MINIMUM SPECIFICATIONS

The specifications included in this package describe the services which the Township feels are necessary to meet the performance requirements of the Township, and shall be considered the minimum standards expected of the Bidder. The specifications are not intended to exclude potential Bidders, and alternatives to these specifications may be indicated if the proposed alternatives are equal to or greater than what is required by these specifications. All alternatives shall be separately listed, and a justification shall be stated for each alternative. The Bidder shall use Appendix 1, Schedule of Alternatives and Deviations, for listing proposed alternatives.

If the Bidder is unable to meet any of the specifications as outlined therein, it shall also separately list all requested deviations from the specifications, with justifications attached for each deviation. The Bidder shall use Appendix 1, Schedule of Alternatives and Deviations, for listing proposed deviations.

If the Bidder does not indicate alternatives to or deviations from the specifications, the Township shall assume it is able to fully comply with these specifications. The Township shall be the sole and final judge of compliance with all specifications.

The Township further reserves the right to determine the acceptability or unacceptability of all alternatives or deviations, and to negotiate the effects and costs of such alternatives and deviations prior to reaching a decision regarding the award of the contract. The Township shall also be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service.

The Township further reserves the right to change or clarify bid specifications during the bidding process and to disseminate to all bidders notice of all adjustments.

K. SCOPE OF WORK

The Bidder shall be responsible for performing all work as outlined in the specifications herein and shall provide and furnish all labor, materials, equipment and supplies, vehicles and transportation services required to perform and complete the work in strict accordance with the RFB document.

L. CONTRACT DOCUMENT

It is the express intent of the Township that all specifications as outlined in this Request for Bid Document, including any addenda items which are issued, shall be, and by submitting a bid are, incorporated as part of the written and signed contract with the successful Bidder.

M. PROPOSAL MEETING

No pre-bid meeting is scheduled. For job specific questions, please contact Thomas Arends, Wayne Township Supervisor at 630-231-7140.

N. REFERENCES

The Bidder shall provide at least three references in accordance with Appendix 2.

O. REJECTION, WAIVERS

The Township unequivocally reserves the sole right to reject any and all bids; waive formalities, technical deficiencies and irregularities; solicit new bids; or otherwise solicit proposals or quotations if some other manner of negotiation better serves its interests. Its decision shall be final and shall not be subject to recourse by any person, firm, or corporation.

P. ALTERNATES AND SUBSTITUTES

The Township unequivocally reserves the sole right to accept or reject any and all alternatives and to judge whether or not any alternate or substitute is of equivalent or better quality. Its decision shall be final and shall not be subject to recourse by any person, firm, or corporation.

Q. AWARD OF CONTACT

1. Authority of Township: The Township Board shall have the authority to award contracts.
2. Lowest Responsive, Responsible Bidder: A contract for the described product or service shall be awarded to the lowest responsive, responsible Bidder whose bid, on an overall basis, is the most advantageous to and in the best interests of the Township to accept. In awarding this contract, in addition to price, the Township Board may consider, including, but not limited to, the following factors:
 - a. The ability, capacity, and skill of the Bidder to perform the contract and to provide the service or project required, together with the means and methods of providing the services proposed by the bidder;
 - b. Whether the Bidder can perform the contract or provide the service or project promptly, or within the time specified, without delay or interference;
 - c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
 - d. The quality of the performance of previous contracts, services, or products;
 - e. The previous and existing compliance by the Bidder with laws and ordinances relating to a contract, service, or project;
 - f. The sufficiency of the financial resources and ability of the Bidder to perform the contract, or provide the service or product;
 - g. The quality, availability, and adaptability of the supplies or contractual services that the particular use requires;
 - h. The quality of the service itself, or the quality and durability of the project itself;
 - i. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract;
 - j. The number and scope of conditions attached to the bid by the Bidder;
 - k. Conformance to specifications;
 - l. The Township's prior experience with the Bidder;
 - m. References' opinions regarding the performance and ability of the Bidder.

Any or all of the above factors as well as price will be considered as elements of a responsible bid at the sole discretion of the Township. The Township Board's decision shall be final and not subject to recourse by any person, firm, or corporation.

R. SAMPLES AND DEMONSTRATIONS

Not Required

S. PRICING AND TAXES

Prices shall not include any local, state, or federal taxes. The Township is exempt by law from paying state retailer's and service occupation taxes, federal excise taxes and similar taxes. The Township will supply the successful Bidder with its tax exemption number.

Cash discounts shall not be considered in determining the overall price in the bid, but may be used in an overall evaluation.

T. ERRORS IN BIDS

When an error is made in extending total prices in a bid when a bid consists of both unit prices and totals, the unit bid price will govern. Otherwise, the Bidder is not relieved from errors in bid preparation.

Should a bidder find any discrepancies in, or omissions from any of the documents, or be in doubt as to the meaning, he shall advise the Township in writing, who will issue necessary clarifications to any prospective bidders. This will be completed by means of an addenda or revision to performance specifications, if received within five (5) days of the date in which the bids will be received.

SECTION II GENERAL REQUIREMENTS

A. INSURANCE and INDEMNIFICATION

The Bidder shall procure and maintain for the duration of the Contract insurance against claims for injuries, persons, or damage to property which may arise from or in conjunction with the performance of work hereunder by the Bidder, his agents, representatives, employees, or subcontractors.

A Bidder shall maintain limits no less than:

1. Worker's compensation coverage within the statutory limits.
2. Employer's Liability Insurance, with limits of not less than \$1,000,000 per occurrence.
3. Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance, with limits of not less than \$1,000,000 for property damages; \$2,000,000 for bodily injury or death of any one person, and \$5,000,000 coverage per occurrence.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the Township. All coverage shall be primary to and non-contributory by any coverage obtained by the Township.

Indemnity Hold Harmless Provision: To the fullest extent permitted by law, the Bidder hereby agrees to defend, indemnify and hold harmless the Township, its officials, agents and employees against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments (including deficiencies and interest), costs and expenses which may in any way accrue against the Township, its officials, agents and employees arising in whole or in part or in consequence of the performance of this work by the Bidder, its employees or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Township, its agents or employees, and pay for all charges of attorneys, experts and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment, including any deficiency and interest, shall be rendered against the Township, its officials, agents or employees, any such action, the Bidder shall, at its own expense, satisfy and discharge same. This indemnity hold harmless provision shall be applicable to any action or claim under this paragraph, and it shall include any action of law or equity brought by any party against the Township under federal or state law in an effort to set aside the contract. This indemnity shall survive the contract between the parties.

The Bidder expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Bidder shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the member, its officials, agents, and employees as herein provided.

Verification of Coverage: The Bidder shall furnish with the Township certificates of insurance naming the Township, its officials, agents, employees, and volunteers as additional insurers, and with original endorsements affecting coverage required by this clause. Certificates and endorsements for each insurance policy shall be signed by a person authorized by that insured to buying coverage on its behalf. The certificates and endorsements may be on forms provided by the Township and are to be received and approved by the Township before any work commences. The additional insured endorsement shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement. The Township reserves the right to request fully certified copies of insurance policies and endorsements.

B. LICENSE AND TAXES

The Bidder shall be responsible for obtaining all licenses and permits necessary for the successful performance of the contract. The Bidder shall also pay all federal, state, and local taxes, including sales tax, social security, workers compensation, unemployment insurance and any other tax which may be chargeable against labor, material, equipment, or real estate.

C. IRREVOCABLE LETTER OF CREDIT

Not Required.

D. CONTINGENCY

Not Required.

E. INDEPENDENT CONTRACTOR

The Bidder acknowledges that it is an independent contractor and that none of its employees, agents or assigns are employees of the Township. The Bidder shall be solely responsible for all unemployment, social security and other payroll tax payments required by law or union contract.

F. COMPLIANCE WITH APPLICABLE LAWS

The Bidder shall comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations governing the Project and during the term of the contract.

G. NON-ASSIGNMENT

The Bidder shall not assign or subcontract any rights or interests under the contract or any part thereof to any other person, firm, or corporation without the prior written consent of the Township.

H. PENALTIES AND FINES

The Bidder shall be solely liable for all fines and penalties imposed by the Township or any other governmental agency resulting from the Bidder's performance or its failure to perform its duties and obligations under the contract.

I. SERVICE AREA

Areas to be included: The unincorporated areas of Wayne Township and those areas within Bartlett, Carol Stream, Hanover Park and Village of Wayne that are within Wayne Township.

Areas to be excluded: The area of Wayne Township that is part of the West Chicago Mosquito Abatement District and those lands owned by the DuPage County Forest Preserve District

I. PROGRESS PAYMENTS

The Bidder shall invoice the Township and the Municipalities of Bartlett, Carol Stream, Hanover Park and Village of Wayne monthly for the forthcoming month of service. The Bidder shall invoice the Township for 100% of the cost of mosquito abatement services provided to those areas within the Township and not within any other municipality or mosquito abatement district. The Bidder shall further invoice the Township for 10% of the cost for mosquito abatement services provided to those portions of the Villages of Bartlett, Carol Stream, Hanover Park and Wayne, respectively, which are within each respective Village and in the Township. The Bidder shall further invoice the Villages of Bartlett, Carol Stream, Hanover Park and Wayne, respectively, for 90% of the cost of mosquito abatement services provided to those portions of the Villages of Bartlett, Carol Stream, Hanover Park and Wayne which are within each respective Village and in the Township.

J. NOTIFICATION

Official notifications and invoices to the Township shall be made in writing and addressed to the Township as follows:

Township of Wayne
Attn: Thomas Arends, Supervisor
27W031 North Avenue
West Chicago, IL 60185

Invoices to the Village of Bartlett shall be sent to:
228 S. Main Street
Bartlett, IL 60103

Invoices to the Village of Carol Stream shall be sent to:
500 North Gary Avenue
Carol Stream, IL 60188

Invoices to the Village of Hanover Park shall be sent to:
2121 W. Lake Street
Hanover Park, IL 60133

Invoices to the Village of Wayne shall be sent to:
5N430 Railroad Street
PO Box 532
Wayne, IL 60184

K. BID CERTIFICATION FORM

All bids shall be accompanied by a completed Bid Certification Form, which is attached as Appendix 3.

SECTION III SPECIFICATIONS

A. GENERAL

The contract period is for one full year with the Township having an option to extend for three additional one-year periods. Contract period runs from May 1, 2010 to December 31, 2010. The option periods shall run from January 1 to December 31 in each of the next three years.

Bidder must provide a listing of any additional services provided within the proposal.

If at any time the service provided is not satisfactory, the supplier shall rectify the issue within twenty-four hours from notification. The supplier will correct the deficiencies to the satisfaction of the Township's representative. Failure to remedy the situation in a timely manner can be considered default of the contract.

The Township reserves the right to cancel the contract without cause upon thirty-days' written notice. If the Township terminates the Contract without cause, Contractor shall only be entitled to be paid for work performed up to the date of termination. Contractor shall not be entitled to any payment for lost profits, overhead, general conditions, demobilization or any other amounts other than those due for work actually performed up to the date of termination.

Notwithstanding the foregoing, the Contractor shall not be relieved of any liability to the Township for damages sustained by the Township by virtue of any breach of the Contract by the Contractor, and the Township may withhold any payments to the Contractor until such time as the amount of such damages due the Township from the Contractor shall be determined.

B. DEFAULT

In the event that the Contractor fails to fulfill any obligation under the Contract, including these specifications and its Bid, and such failure continues after three (3) days written notice thereof, the Township may, by additional written notice, immediately terminate the Contract and repurchase mosquito abatement services from another source and may recover any actual or consequential damages for the remainder of the term of the Contract, including, but not limited to, any increase in cost for such services, and the Township may, at its option, deduct from any unpaid balance due Contractor the amount of such increased cost. No failure or delay on the part of the Township in exercising any remedy, right, power or privilege under the Contract, and no course of dealing between the Township and the Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any remedy, right, power or privilege preclude any other further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in the Contract and these specifications are cumulative and not exclusive of any other rights or remedies which the Township would otherwise have, at law or in equity, and the Township's election of one remedy shall not prevent the Township from pursuing or exercising any other remedy available at law or in equity.

If the Township is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of the Contract, and by reason thereof the Township is required to use the services of an attorney, then Contractor shall pay the Township upon demand for reasonable attorney's fees and all expenses and costs incurred by the Township pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

The Township reserves the right to require the contractor remove any employees the Township may reasonably determine to be unsatisfactory to perform the work as specified.

The contractor will make a point of contact available by telephone during regular business hours. The point of contact shall have authority to make decisions binding the contractor as it relates to this proposal. The point of contact must be able to read, speak and be able to communicate in English.

Specific Work:

The bidder shall specifically describe the services it will provide and the means and methods thereof, including generally the following:

1. Identify, survey and/or map locations within the Township likely to foster mosquito and/or mosquito larvae development and/or breeding.
2. Measure and monitor mosquito and larvae populations and species and consult with the Township in determining the appropriate abatement methods, times, locations, products and other items appropriate in combating mosquitoes.
3. Measure and monitor the presence of mosquitoes infected with transmittable diseases including, but not limited to, West Nile Virus, and consult with the Township in determining the appropriate abatement methods, times, locations, products and other items appropriate in combating the spread of mosquito-borne disease.
4. Generally abate the mosquito population in the Township and consult with the Township in determining the appropriate methods and products to do so.
5. The bidder must have access to and be capable of applying mosquito abatement products by helicopter.
6. All persons providing or participating in mosquito abatement services under the contract must be licensed, certified or otherwise approved by the appropriate regulatory authority as required by law or by such regulatory authority.
7. The bidder will maintain a customer service hotline.
8. The bidder will specify the number of monitoring stations that will be maintained and the frequency of which they will be checked, results will be reported to the township at the end of each month.
9. The bidder will describe in detail there program for the control mosquito larvae and adult mosquito populations.

SECTION IV
APPENDIX 1
SCHEDULE OF ALTERATIONS AND DEVIATIONS

Please list any proposed alternative or deviation to the minimum standards outlined in this Request for Proposal document.

SECTION	PARAGRAPH	EXPLANATION OF ALTERNATIVE / DEVIATION
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Signature & Date: _____

APPENDIX 2
MUNICIPAL REFERENCE SCHEDULE

List three references for the past 2 years.

1. Company Name _____

Contact Name _____

Phone Number _____

2. Company Name _____

Contact Name _____

Phone Number _____

3. Company Name _____

Contact Name _____

Phone Number _____

APPENDIX 3
BID CERTIFICATION FORM

The undersigned, being an authorized representative of the Bidder, hereby certifies that the Bidder agrees to all the terms in this Request for Bids. The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Bidder is not barred from submitting a bid for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts.

The undersigned hereby also certifies that this bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder or person, to put in a sham bid or to refrain from submitting a bid; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said bid, or that of any other Bidder, or to secure any advantage against any other Bidder or any person interested in the proposed contract.

The undersigned hereby also certifies that in accordance with 775 ILCS 5/2-105 that the Bidder has an adopted "Sexual Harassment Policy" consistent with the provisions of said statute.

The undersigned hereby also certifies that the bid complies with all other applicable federal, state, and local laws.

The undersigned acknowledges and agrees that these specifications and its Bid will be incorporated into and are a part of the Contract between the Township and the party awarded the Contract.

Dated this _____ day of _____, 2010.

By: _____
(Supervisor, Wayne Township)

Township of Wayne
27W031 North Avenue
West Chicago, IL 60185
630-231-7140 (phone)
630-231-7910 (fax)

Signature Attested By: _____ / _____