

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda
Bids and Proposals

TO: President and Village Board of Trustees
FROM: David A. Hulseberg, Village Manager
DATE: April 5, 2010 AGENDA DATE: April 15, 2010
TITLE: Bid Opening For: 2010-2011 Mosquito Abatement Program
SUBMITTED BY: David P. Gorman, P.E., Asst. Director of Public Works *DPG*

RESULTS:

Date Bids Were Published 3/17/2010 Bidding Closed 4/2/2010
Total Number of Bids Received 2
Total Number of Bidders Meeting Specifications 2
Bid Security Required X Yes No
Performance Bond Required X Yes No
Were Any Bids Withdrawn Yes X No
Explanation:
Waiver of Bids Requested? Yes X No
If yes, explain:
Award Recommended to Lowest Responsible Bidder? X Yes No
If no, explain:

FISCAL IMPACT:

Engineer's estimate/budget estimate \$88,710.00 / \$88,710.00
Amount of Award \$88,059.80

BACKGROUND/RECOMMENDATION:

Staff recommends that the Village Board of Trustees approve the contract award to Clarke in the amount of \$88,059.80 to provide the 2009 level of service to protect against West Nile Virus. The award amount is a savings of \$650.20 over the prior amount that had been held flat since 2006.

Has Recommended Bidder Worked for Village Previously X Yes No
If yes, was quality of work acceptable X Yes No
Was item bid in accordance with Public Act 85-1295? X Yes No
Waiver of bids - Public Act 85-1295 does not apply Yes

REVIEW (as needed):

Village Attorney XX _____ Date _____
Finance Director XX _____ Date _____
Village Manager XX _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 4:30 pm, Wednesday, prior to the Board Agenda distribution.



MEMORANDUM

TO: David A. Hulseberg, Village Manager

THROUGH: Carl S. Goldsmith, Director of Public Works *CG*

FROM: David P. Gorman, Asst. Director of Public Works *DPG*

SUBJECT: Mosquito Control Contract for 2010 and 2011

DATE: April 6, 2010

The Village's contract with Clarke Mosquito Control has expired. The current contract dates from 2006 and it had been extended every two years. Since 2006, the cost to the Village has remained flat at \$88,710 per year. Clarke had offered to keep the same price for 2010 & 2011. Clarke has been the Village's contractor since at least 1986 and the contracts have always been awarded with a waiver of bids due to their good service and control of their local market. However, Staff issued an RFP in hope to realize a cost saving based on interest from another mosquito services provider.

The number of treatment sites listed in the scope of services for the RFP was based on the scope of services in the current contract. Therefore, the base bid from each of the two responding companies was based on 2006 numbers and Clarke's was the lower of the base bids. However, Clarke also provided an unsolicited alternate in their bid to maintain the 2009 Level of Service (LOS) based on their records of the number of inspections, monitoring, pre-hatch applications and larviciding.

The following are the results from the bid opening:

<u>Company</u>	<u>Base (RFP) Services</u>	<u>Add. Services for 2009 LOS*</u>	<u>TOTAL</u>
Clarke Mosquito Abatement	\$62,617.00	\$25,192.80	\$88,059.80
Vector Disease Control Inc.	\$63,425.00	N/A	

* The 2009 LOS includes the following items aimed at preventing the spread of West Nile Virus through Culex mosquitoes:

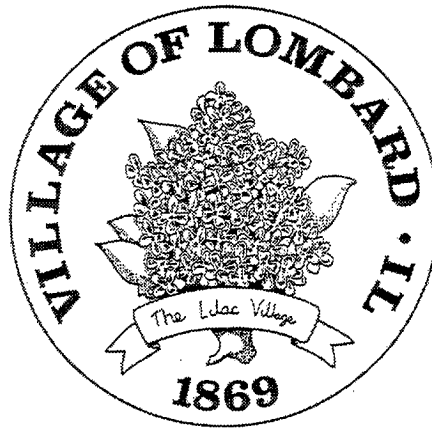
- 189 sites monitored as potential breeding sites (39 more than RFP scope)
- 10 inspections per residents' calls to the hotline (7 more than RFP scope)
- 20 additional backyard catch basin treatments (not in RFP scope)
- 180 acres of pre-hatch applications by helicopter (130 more than RFP scope)
- 20 acres of larviciding by helicopter (not included in RFP scope)
- 72 acres of larviciding by backpack or hand (not included in RFP scope)

Clarke's bid also states that adulticide treatments (i.e. spraying) for the Taste of Lombard will be \$250 per application, which is normally done each day. This will be a cost saving over the prior flat amount of \$1,500.

Recommendation:

Clarke's base bid was lower than Vector Disease Control's bid and the 2009 Level of Service is desired for public safety. Including all of those additional services in a new contract will realize a savings of \$650.20 over the previous rate. Therefore, Staff recommends that the Village Board of Trustees approve the contract award to Clarke in the amount of \$88,059.80.

ORIGINAL



VILLAGE OF LOMBARD

Request for Proposals
for
2010-2011 Mosquito Abatement Program
Contract No. EMM-2010

Bid Opening Date: April 2, 2010
Bid Opening Time: 2:00 PM
Bid Opening Location: Department of Public Works, 1051 S. Hammerschmidt Ave,
Lombard, Illinois
Bid Opening Room: Public Works Conference Room
Bid Deposit: 10%
Performance Bond: Yes

Obtain information from and submit proposals to:

Rhonda Heabel
Management Analyst
Village of Lombard
255 E. Wilson Avenue
Lombard, Illinois 60148-3926
(630) 620-5700

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of Lombard and any successful bidder. Do not detach any portion of this document. Invalidation may result.

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March 17, 2010

Dear Sir or Madam:

Your attention is directed to the attached legal advertisement which appeared in the March 17, 2010 edition of the Lombardian requesting sealed bid proposals for the 2010-2011 Mosquito Abatement Program.

Specific instructions to bidders and specifications are enclosed.

The Village of Lombard reserves the right to reject any or all bids and to waive all technicalities or to accept the proposal deemed most advantageous to the Village of Lombard.

We welcome your bid.

Sincerely,

VILLAGE OF LOMBARD

Rhonda Heabel
Management Analyst

VILLAGE OF LOMBARD
NOTICE TO BIDDERS
FOR
2010-2011 Mosquito Abatement Program

The Village of Lombard is now accepting sealed bid proposals for the 2010-2011 Mosquito Abatement Program.

Bid proposals must be received prior to April 2, 2010 at 2:00 PM at the Village of Lombard's Department of Public Works, 1041 S. Hammerschmidt Avenue, Lombard, Illinois 60148, marked "Attention: Rhonda Heabel" and at that time publicly opened and read aloud. Each proposal should be placed in a sealed envelope and labeled with the preprinted orange and white label provided by the Village. Only sealed bids will be accepted.

Bid specifications and specific instructions to bidders may be obtained from the Management Analyst. **All questions concerning the bid document or specifications must be submitted in writing to the Management Analyst.** A written response will then be provided to all known bidders and made available to the public. No interpretations, clarifications or addenda will be issued after the fourth day prior to the scheduled bid opening.

The Village of Lombard reserves the right to reject and or all bids and to waive all technicalities or to accept the proposal deemed most advantageous to the Village.

Brigitte O'Brien
Village Clerk

GENERAL TERMS, CONDITIONS & INSTRUCTIONS

PREPARATION OF PROPOSAL

The bidder shall prepare proposal on the attached proposal forms furnished by the Management Analyst. Do not detach any portion of this document. Invalidation may result.

All blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly completed in ink or type written. All signatures must be completed in ink.

If bidder is a corporation, the President and Secretary shall execute the bid and the corporate seal shall be affixed. In the event this bid is executed by other than the President, attach hereto a certified copy of that section of corporate By-Laws or other authorization by the corporation which permits the person to execute the offer for the corporation.

If bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Management Analyst shall be submitted.

SUBMISSION OF PROPOSAL

All bids must be delivered to the office of the Management Analyst by the specified opening time of the bid. Bids arriving after the specified time will not be accepted. Mailed bids arriving after the specified time will not be accepted regardless of post marked time on the envelope.

All bids should be submitted in a sealed 9" x 12" or 10" x 13" envelope. A preprinted orange and white label is provided by the Village and must be completely filled out and applied to the sealed envelope. The information needing to be completed by each bidder is as follows: bidder's name, address, bid item name and bid opening location, room number, time, and date.

Any bidder who does not submit a proposal is requested to return bidding documents, stating the reason for failure to submit thereon, and requesting that the bidder's name be retained on our mailing list, if desired. Bidders not submitting proposals may otherwise be removed from our bid mailing list.

BID DEPOSIT

When required on the cover sheet, all bids shall be accompanied by a bid deposit in the amount specified. Bid deposits shall be in the form of a bid bond, cash, a certified check or cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the Village of Lombard. All bids not accompanied by a bid deposit, when required, will be rejected.

The bid deposits of all except the three (3) lowest responsive and responsible bidders on each contract will be returned within fourteen (14) calendar days after the opening of the bid. The bid deposit of the accepted bidder will be returned after acceptance by the Village of satisfactory performance bond where such bond is required or completion of contract where no performance

bond is required. The remaining bid deposits of each contractor will be returned within fourteen (14) days after the Village Board has awarded the contract.

PERFORMANCE BOND

When required on the cover sheet, contractor must furnish and pay for satisfactory Performance and Labor and Material Payment Bonds in the amount of one hundred percent (100%) of the contract sum. Said Bonds shall be in a form acceptable to the Village, shall be deposited with the Village at the time of execution of the contract and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon completion of the work for a period of one (1) year to cover the one (1) year guaranty and maintenance period. Execution of any contract by the Village is contingent upon the provision of the required Bond by the contractor. As evidence of capability to provide such security for performance, each bidder shall submit with the bid proposal either a letter executed by its surety company indicating the bidder's performance bonding capability, or a letter from a bank or savings and loan within the Chicago metropolitan area indicating its willingness and intent to provide a letter of credit for the bidder. Failure to furnish the required bond within the time specified may be cause for rejection of the bid.

CONDITIONS

Bidders are advised to become familiar with all conditions, instructions, and specifications governing this bid and where applicable, the contractor shall inspect the site and conditions pertinent to the work involved. Failure to make such an inspection shall not excuse the contractor from performance of the duties and obligations imposed under the terms of the contract. Once the award has been made, failure to have read all the conditions, instructions and specifications of this contract shall not be cause to alter the original contract or to request additional compensation.

CATALOGS

Each bidder shall submit when necessary, or when requested by the Management Analyst, catalogs, descriptive literature and detailed drawings fully detailing features, designs, construction, finishes, operational manuals and the like not covered in the specifications, necessary to fully illustrate and describe the material or work proposed to be furnished. When equipment requires installation, contractor shall submit detailed shop drawings to the Management Analyst for the Village's approval. Drawings shall show the characteristics of equipment and installation details.

SAMPLES

Samples, if required, must be furnished free of expense to the Village on or before date specified; if not destroyed in examination, they will be returned to bidder, if requested, at his expense. Each sample must be marked with bidder's name, address, subject of proposal, date, and time of bid opening. DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.

INSPECTIONS

The Village shall have the right to inspect any material, component equipment, supplies, services, or completed work specified herein before acceptance. Any of said items not complying with these specifications are subject to rejection at the option of the Village. Any items rejected shall be removed from the premises of the Village and/or replaced at the entire expense of the successful bidder.

SPECIAL HANDLING

Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Supplier shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act. Failure or delay in providing data sheets may result in disqualification of your offer.

DELIVERY

All materials shipped to the Village of Lombard must be shipped F.O.B. delivered, designated location, Lombard, Illinois. If delivery is made by truck, arrangements must be made in advance by the contractor in order that the Village may arrange for receipt of the materials. The materials must then be delivered where directed and may be required to be inside delivery. Truck deliveries will be accepted between 8:30 a.m. and 3:30 p.m. on weekdays only. No deliveries will be accepted on Saturdays, Sundays, or holidays.

DISCOUNTS

Cash discounts will be considered in the evaluation of the bids. Bidders shall indicate terms as 1% - 20 days, net 30 days, 2% - 20 days, net 30 days, or 1% - 30 days, etc. Where cash discounts are offered, the discount date should begin with the invoice date or delivery date to the Village, whichever is later. No discount of less than 1% will be considered or for a period of less than 20 days. If no discount is taken, payment will be made 30 days after receipt and inspections have been completed.

TRAINING, DEMONSTRATIONS AND SHOP DRAWINGS

Training will be required by the bidders to the Village of Lombard employees if deemed necessary by the Village. Bidders are required, if requested, to present a demonstration of the item being bid if the Village feels it has insufficient knowledge of the item's operation or performance capability. Such demonstrations and training must be at "no charge" to the Village and must be at a site convenient and agreeable to the affected Village personnel.

PRICES

Unit prices shall be shown for each unit on which there is a bid and shall include all packaging, crating, freight and shipping charges and cost of unloading supplies at destination unless otherwise stated in the bid proposal.

COMPLIANCE WITH LAWS

The bidder shall at all times observe and comply with all laws, ordinances and regulations of the Federal, State, Local and Village governments, which may in any manner affect the preparation of proposals or the performance of the contract.

TAXES

The Village is exempt, by law, from paying the following taxes: Federal Excise Tax, Illinois Retailer's Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax on materials and services purchased by the Village of Lombard. A copy of the Village Tax-Exempt letter will be provided to the successful bidder when requested.

COMPLIANCE WITH OSHA STANDARDS

Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

INDEMNIFICATION

The contractor shall indemnify, defend and save harmless the Village of Lombard, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the contractor, brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of said contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or

recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village of Lombard, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

PERMITS AND LICENSES

The successful bidder shall obtain, at its own expense, all permits and licenses which may be required to complete the contract, and/or required by municipal, state, and federal regulations and laws.

SUBLETTING OF CONTRACT

No contract awarded by the Village of Lombard shall be assigned or any part sub-contracted without the written consent of the Management Analyst. In no case shall such consent relieve the successful bidder from his obligation or change the terms of the contract.

GUARANTEES AND WARRANTIES

All guarantees and warranties from manufacturers shall be furnished by the contractor and shall be delivered to the Management Analyst before final voucher on the contract is issued. The contractor warrants to the owner that materials and equipment furnished under the contract will be of good quality and new unless otherwise required or permitted by the contract documents and that the work will be free from defects in material and workmanship for one year from the date of issuance of the final payment by owner and any deficiencies shall be corrected by the contractor under this warranty immediately upon notification from the owner.

WITHDRAWAL OF PROPOSAL

Bidders may withdraw or cancel their proposals at any time prior to the advertised bid opening time by signing a request therefore. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days. The successful bidder shall not withdraw or cancel its proposal after having been notified by the Management Analyst that said proposal has been accepted by the Village Board. Failure on the part of the successful bidder to execute a contract within fifteen days of its receipt or to provide an acceptable bond shall be considered just cause to withdraw the award. In such case the bid deposit shall be forfeited as liquidated damages.

TERMINATION OF CONTRACT

The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the contractor, in the event that sufficient funds to complete the contract are not appropriated by the Village of Lombard.

The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to the successful bidder, in the event of default by the successful bidder. Default is defined as failure of the successful bidder to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the Village will procure, upon such terms and in such manner as the Management Analyst may deem appropriate, supplies or services similar to those so terminated. The successful bidder shall be liable for any excess costs for such similar supplies or service unless acceptable evidence is submitted to the Management Analyst that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the successful bidder.

COMPETENCY OF BIDDER

Upon request bidder should supply the Village with information pertaining to financial stability, available equipment, prior experience and conflicting working schedules which will be used in determining the responsible bidder.

CONSIDERATION OF PROPOSALS

No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Village of Lombard upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Village, or that has failed to perform faithfully any previous contract with the Village.

The Village of Lombard shall accept the bid of the lowest responsible bidder on the basis of the bid that is in the best interest of the Village to accept. In awarding the contract, in addition to price, the Village shall consider the following:

- a. The ability, capacity, and skill of the bidder to perform the contract to provide the service required;
- b. Whether the bidder can perform the contract or provide the service 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 performance of previous contracts of services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;

- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of conditions attached to the bid;
- j. Whether the bidder has a place of business in the Village;
- k. Responsiveness to the exact requirements of the invitation to bid;
- l. Ability to work cooperatively with the Village and its administration; and
- m. Past records of the bidder's transaction with the Village or with other entities as evidence of the bidder's responsibility, character, integrity, reputation, judgment, experience, efficiency, and cooperativeness.

The Village may reject any and all bids, and may order a re-advertisement for new bids.

The bidder, if requested, must present within three (3) working days, evidence satisfactory to the Management Analyst of ability and possession of necessary facilities, financial resources, and adequate insurance to comply with the terms of these specifications and contract documents.

The Management Analyst shall represent and act for the Village in all matters pertaining to this proposal and contract in conjunction therewith. The Village reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept or reject any item of any proposal, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Village will be served by such actions.

The bids shall be awarded to the lowest responsible bidder who submits the responsive bid that is most advantageous to the public. In determining the responsibility of any bidder, the Village may take into account other factors in addition to financial responsibility such as past records of its or other entities' transactions with the bidder, experience, ability to work cooperatively with the Village and its administration, adequacy of equipment, ability to complete performance within the necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities, and resources. Written notification of award of contract will be mailed to each bidder within ten (10) working days of the President and Board of Trustees' decision.

PERFORMANCE REFERENCES

All bidders shall supply three (3) names, addresses, telephone numbers and names of persons to contact as performance references, of current accounts.

Company Name:: Bloomington Township
Address: 123 N. Rosedale
City & State.....: Bloomington, IL
Telephone Number.....: 630-529-7715
Person To Contact.....: Ed Levato
Title/Position.....: Township Supervisor

Company Name:: Village of Addison
Address: 1491 Jeffery Drive
City & State.....: Addison, IL
Telephone Number.....: 630-620-2020
Person To Contact.....: Greg Brunst
Title/Position.....: Director of Public Works

Company Name:: City of Wood Dale
Address: 404 N. Wood Dale Road
City & State.....: Wood Dale, IL
Telephone Number.....: 630-766-4900
Person To Contact.....: John Kramer
Title/Position.....: Director of Public Works

DISQUALIFICATION OF BIDS

The following will be cause for disqualification of bids:

- a. Prices excessively high and/or exceed monies available for the intended purchases;
- b. Failure to submit bid deposit or surety;
- c. Failure to offer to meet specified delivery or performance schedules;
- d. Failure to price out the bid in conformance to the required format; or qualification of price to protect the bidder from unknown future market conditions;
- e. Rights of the purchasing agency limited under any contract clause;
- f. Bidder currently listed among "debarred" bidders list. "Debarred" bidders list is a list of vendors who have not complied with the rules and regulations of Village contracts. If you have any questions, please contact Rhonda Heabel, Management Analyst;
- g. Reasonable basis to suspect either conflict of interest or collusion among bidders;
- h. Bidder fails to submit required information, literature, samples, or affidavits with bid;

- i. Late bids;
- j. Failure of any authorized person to sign bid; and
- k. Bidder is prohibited by local, state or federal law from entering into public contracts.

CANCELLATION

The Village reserves the right to cancel the whole or any part of the contract if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the Village, fires or floods.

DEFAULT

In case of the default by the contractor, the Village will procure articles or services from other sources and hold the contractor responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

INTERPRETATION OF CONTRACT DOCUMENTS

Any bidder in doubt as to the true meaning of any part of the specifications or other contract documents, may obtain information from the Village regarding clarification of the plans and specifications. Information furnished by the Village shall be made in writing and furnished to all contractors who have requested plans and specifications. The information shall also be placed on file and be made available to the public. Any bidder in doubt of the true meaning of this document must submit to the Management Analyst a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Such interpretation will be made only by an addendum duly issued by the Management Analyst. In the event that a written addendum is issued, either as a result of a request for interpretation or the result of a change in the specifications initiated by the Village, a copy of such addendum will be mailed to all bidders known to the Village and made available to the public. The Village will not assume the responsibility for receipt of such addendum. In all cases, it will be the bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgment of receipt of each addendum issued with the bid submission. Oral explanations will not be binding. No clarifications, interpretations or addenda shall be issued after the fourth working day prior to bid opening.

The term "Village" whenever used in the specifications shall be construed to mean the Village of Lombard, DuPage County, Illinois.

All specification deviations must be clearly stated on the form provided in the bid package. If the bidder wishes to submit more than one (1) bid, each bid after the first is to be considered an alternate. These bids must be placed in separate envelopes. The envelope and the bid proposal page must be plainly marked "alternate bid."

The Village hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the bidder purposes to furnish which contains major or minor variations from specification requirements, but which may comply substantially therewith.

COLLUSION

Identical bids may be reported to the Justice Department, in conformance to the President's Executive Order No. 10936, 26 F.R. 3555 (1961), and to local or state investigative bodies. If the Village decides it is in its best interest, the contract will be awarded to the bidders located furthest from the point of delivery when identical bids include delivery cost. Publication of the situation will occur if local suppliers are involved.

INSURANCE

- (A) During the term of the contract, the contractor shall provide the following types of insurance in not less than the specified amounts:
1. Commercial General Liability - \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate;
 2. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any contractor owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of this contract;
 3. Professional Liability - \$1,000,000.00 (Required only where contracts are for professional services);
 4. Workers Compensation - Statutory; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and
 5. Umbrella Coverage - \$1,000,000.00
- (B) The aforementioned insurance requirements shall be fulfilled by the contractor by maintaining insurance policies which name the Village, its officers, agents, employees, representatives and assigns as additional insureds (except on policies for professional liability). Such insurance shall be primary with respect to any insurance or self-insurance programs covering the Village, its officers, agents, employees, representatives and assigns. The contractor shall furnish to the Village satisfactory proof of coverage by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Village together with executed copies of an Additional Insured Endorsement (Insurance Form CG2010 - 1985 version). Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expired or changed so as to the amount of coverage only after written notification 30 days in advance has been given to the Village.
- (C) The contractor shall require subcontractors, if any, not protected under the contractor's policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the contractor.

NON-DISCRIMINATION

- a. Bidder/Supplier shall, as a party to a public contract
 1. Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 2. By submission of this proposal, the bidder/supplier certifies that he is an "equal opportunity employer" as defined by Section 2005(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2005 (e)); Exec. Order No. 11246, 30 F.R. 12319 (1965); Exec. Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.
- b. It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Bidder/supplier shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. S2005 et seq. and The Human Rights Act of the State of Illinois (775 ILCS 5/1 - 101).

VENUE

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the contract, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

PREVAILING WAGES

The Village of Lombard requires all contractors (and any subcontractors) bidding on Village projects to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., as applicable to the particular contract. Prevailing wage rate updates can be obtained by calling the Illinois Department of Labor at (312) 793-2914, or writing to the Illinois Department of Labor at: 310 S. Michigan Avenue, 10th Floor, Chicago, Illinois 60604, or calling the Lombard Village Hall at (630) 620-5700.

SPECIFIC TERMS, CONDITIONS & INSTRUCTIONS
FOR
The 2010-2011 Village of Lombard Mosquito Abatement Program

Contractor shall provide the following services to the Village for a flat fee, payable monthly:

- Larval site monitoring and larvicide application for up to 150 sites,
- Six targeted inspections of up to 70 breeding areas,
- Three targeted inspections of up to 60 culex breeding areas
- Four 30-day larvicide applications in 4,320 catch basins,
- One 100-day larvicide application in 350 backyard catch basins,
- At least three complete inspections, subsequent notification to the Village for problems identified on private properties, and pre-hatch applications of approximately 50 acres of standing water sites,
- Maintain a phone hotline for residents, and
- Provide a monthly report to the Village detailing the services provided, including sites treated.

**VILLAGE OF LOMBARD
BID PROPOSAL**

Proposal for Contract Document Number EMM-2010. We hereby agree to furnish to the Village of Lombard 2010-2011 Mosquito Abatement Program Services in accordance with provisions, instructions, and specifications of the Village of Lombard for the prices as follows:

\$62,617.00 for 2010 and \$62,617.00 for 2011 in compliance with provisions, instructions, and specifications of the RFP EMM-2010.

The program specifications do not match the level of service provided in 2009. To achieve that level of service the following are needed:

1. Additional larval site monitoring: Based on the 2007-2009 data collected within the Village, the Village has a total of 189 potential breeding sites for complete inspections. 100 of these sites are considered targeted based on breeding data collected. 90 of these are Culex sites, again based on breeding data collected. The cost to add the additional sites to the program would be \$5,572.80.

2. Inspections of hotline calls from residents or directed by Public Works: the Village averages 10 special inspections per season. The cost to add these inspections to the program would be \$690.00.

3. Backyard Catch basins called in by residents or directed by Public Works: the Village averages 20 calls for backyard catch basin treatment per season. The cost to add these treatments to the program would be \$1,580.00.

4. Helicopter Prehatch applications: During 2007-2009, a total of 180 acres were treated each season. To treat the additional 130 acres in the program would be \$11,570.00.

5. Helicopter larviciding: An average of 20 acres is treated per season. To add this treatment to the program the cost would be \$1,460.00.

6. Larviciding beyond core specified: During 2007-2009, the Village averaged 72 acres of larviciding by backpack or hand. To add this acreage to the program the cost would be \$4,320.00.

7. Festival treatments for Taste of Lombard can be added at \$250.00 per application.



Signature of Bidder

President

April 1, 2010

Date

**VILLAGE OF LOMBARD
BID PROPOSAL (CONTINUED)**

Delivery of the item(s) will be within 0 day(s) following notification of bid award.

State length and terms of warranty(s): N/A

Is your bid in compliance with specifications?: Yes No
If answer is no, list deviations on the provided "Specification Deviation" Form.

Signed on this 1 day of April, 2010.

If an individual or partnership, all individual names of each partner shall be signed:

By.....: _____

Print Name: _____

Position/Title.....: _____

By.....: _____

Print Name: _____

Position/Title.....: _____

Company Name ...: _____

Address line 1: _____

Address line 2: _____

Telephone.....: _____

If a corporation, an officer duly authorized should sign and attach corporate seal

PLACE CORPORATE SEAL HERE

By.....: 
Print Name: J. Lyell Clarke, III

Position/Title.....: President

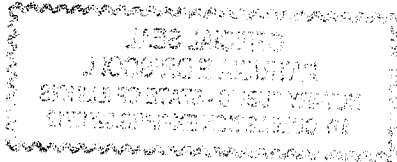
Company Name: Clarke Environmental Mosquito Mgmt, Inc.

Address line 1: 159 N. Garden Ave, Roselle, IL 60172

Telephone.....: 630-894-2000

No additional charges over the total net bid price will be made during the specified Bid/Contract period. The Village of Lombard is exempt from sales or federal tax; therefore, do not include in bid price.

All bid prices shall be shown as F.O.B. destination Lombard, Illinois, unless otherwise stated.



**CONTRACTOR'S (BIDDER) CERTIFICATION
BID PROPOSAL**

Clarke Environmental
Mosquito Management, Inc.

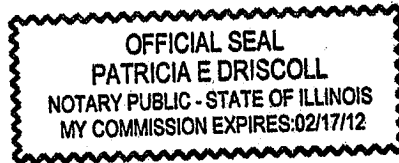
(Name of Contractor/Bidder), having submitted a bid on a contract for 2010-2011 Mosquito Abatement Program Services to the Village of Lombard, hereby certifies that said contractor/bidder is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33 E-4 of Article 33E of Chapter 38 of the Illinois Criminal Code or of any similar statute of another state or of a federal statute containing the same or similar elements.

By: _____
Authorized Agent of Contractor/Bidder

[Handwritten Signature]
J. LYELL CLARKE

Subscribed and sworn to before me this 26th day of March, 2010.

Patricia E. Driscoll
Notary Public



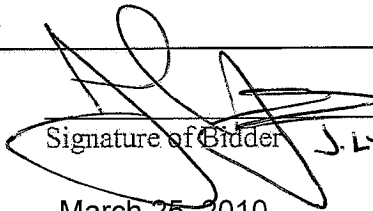
The Village of Lombard reserves the right to reject any or all bids, to waive technicalities in bidding, or to choose any combination of bids which are deemed to be in the best interest of the Village of Lombard.

**VILLAGE OF LOMBARD
SPECIFICATION DEVIATION**

We deviated from the desired specifications of the Village of Lombard in the following areas. As best as can be ascertained, there are no other deviations from those listed below:

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE USE THE BACK OF THIS PAGE)

None.


Signature of Bidder J. LYELL CLARKE
March 25, 2010
Date

BIDDERS MUST PROPERLY FILL OUT THE FOLLOWING FORMS:

1. The Bid Proposal Form must be signed by an authorized agent. The seal, if applicable, must be affixed. The unit price(s), amount(s), delivery date(s), date of signature, warranty(s) and any other relevant information must be stated. The question concerning compliance with specifications must also be answered.
2. The Contractor's Certification Form must be signed by an authorized agent. The date, notary public seal and any other relevant information must also be properly filled out.
3. The Specification Deviation Form must be signed and dated even if no deviations are taken.
4. The Performance Reference Form located in the body of the general terms, conditions and instruction section must also be properly filled out.

IF THESE FOUR FORMS ARE NOT PROPERLY FILLED OUT, THE BID MAY BE REJECTED.

The *successful* bidder will be required to agree to and sign the Village of Lombard contract and exhibits (contract execution certification, sexual harassment policy and Illinois Department of Revenue tax compliance certification) that follow this page. These documents need not be completed at the time the bid is submitted. They are provided at this time for the bidder's information.

VILLAGE OF LOMBARD

2010-2011 Mosquito Abatement Program

CONTRACT DOCUMENT NUMBER EMM-2010

This agreement is made this 15th day of April, 2010, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (_____) hereinafter referred to as (the "Contractor").

Witnesseth That in consideration of the mutual promises of the parties delineated in the Contract Documents, and herein, the Contractor agrees to perform the services and the Village agrees to pay a flat fee in monthly installments for the following described services as set forth in the Contract Documents:

2010-2011 Mosquito Abatement Program

- Larval site monitoring and larvicide application for up to 150 sites,
- Six targeted inspections of up to 70 breeding areas,
- Three targeted inspections of up to 60 culex breeding areas
- Four 30-day larvicide applications in 4,320 catch basins,
- One 100-day larvicide application in 350 backyard catch basins,
- At least three complete inspections, subsequent notification to the Village for problems identified on private properties, and pre-hatch applications of approximately 50 acres of standing water sites,
- Maintain a phone hotline for residents, and
- Provide a monthly report to the Village detailing the services provided, including sites treated.

1. This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:

a. Specification and Contract Document no. EMM-2010 for The 2010-2011 Mosquito Abatement Program, consisting of the following:

- i) Cover Sheet
- ii) Table of Contents
- iii) Invitation to submit a proposal on Contract Document No. EMM-2010 - Legal Notice
- iv) General Terms, Conditions and Instructions
- v) Specific Terms, Conditions and Instructions and Blue Prints
- vi) Bid Proposal Form
- vii) Plans and Specifications and Specification Deviation Form

- b. The Contractor's Bid Proposal Dated _____
 - c. Required Performance and Payment Bonds and Certificate of Insurance
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this Contract the total sum of \$ _____, paid in monthly installments in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
 3. Contractor shall not delegate the duties involved in the performance of the services which are the subject matter of this Contract without the written approval of the Village.
 4. The Contractor represents and warrants that it will comply with all applicable Federal, State and local laws concerning prevailing wage rates regarding installation services provided under this Contract and all Federal, state and local laws concerning equal employment opportunities.
 5. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.
 6. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by William J. Mueller, Village President, and the Contractor have hereunto set their hands this 15th day of April, 2010.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this 15th day of April, 2010.

Individual or Partnership _____ Corporation _____

By Position/Title

By Position/Title

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 15th day of April, 2010.

William J. Mueller
Village President

Attest:

Brigitte O'Brien
Village Clerk

Exhibit "A"

CONTRACTOR'S CERTIFICATION:

Contract Execution

_____, (Name of Contractor) having submitted a bid on a contract for 2010-2011 Mosquito Abatement Program Services to the Village of Lombard, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code or of any similar statute of another state or of a federal statute containing the same or similar elements.

By: _____
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____
day of _____, 2010.

Notary Public

Exhibit "B"

CONTRACTOR'S CERTIFICATION:

Sexual Harassment Policy

_____, having submitted a bid/proposal for 2010-2011 Mosquito Abatement Program Services, to the Village of Lombard, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

By: _____
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____
day of _____, 2010.

Notary Public

Exhibit "C"

CONTRACTOR'S CERTIFICATION:

Illinois Department of Revenue - Tax Compliance

_____, having submitted a bid/proposal for 2010-2011 Mosquito Abatement Program Services, to the Village of Lombard, hereby certifies that said contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: _____
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____
day of _____, 2010.

Notary Public

Exhibit "D"

CERTIFICATION OF CONTRACTOR c174E
FHA Rules, 49 CFR 382

_____ hereby certifies that it is in full compliance with the
[Company Name]
Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49
CFR 382 et.seq., and that _____
[name of employee/driver or "all employee drivers"]
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned
rules.

[Company Name]

By: _____

Its: _____

SUBSCRIBED AND SWORN TO
before me this day
of _____, 2010.

NOTARY PUBLIC

Exhibit "E"

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:
Named Insured:
Policy Number:
Policy Period:
Endors. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

James H. ...
DuPage Attorney Number
70005

Attorney for:
Pro Se
27 W. Park Blvd.

Villa Park, IL 60181
630-832-4800

Chris Kachiroubas
Clerk of the 18th Judicial
Circuit Court

Wheaton, Illinois 60189-0707
Published in E.A. MacKay
Enterprises March 3, 10 and 17,
2010. Legal No. 49166.

NOTICE

CERTIFICATE NO. 0065827
was filed in the office of the County
Clerk of DuPage County on
FEBRUARY 25, 2010, wherein the
business firm of BARBARA K.
AUDIOLOGY CONSULTING
SERVICES, 619 HAWTHORN
CIRCLE, LOMBARD, IL 60148
was registered; that the true or real
name or names of the person or
persons owning the business, with
their respective post office
address(es), is/are as follows:

Barbara Kwiatkowski, 619
Hawthorn Circle, Lombard, IL
60148.

IN WITNESS WHEREOF, I
have hereunto set my hand
and Official Seal at my office in
Wheaton, Illinois, this 25TH day of
FEBRUARY, A.D. 2010.

Gary A. King
DuPage County Clerk
Published in E.A. MacKay
Enterprises March 3, 10 and 17,
2010. Legal No. 49167.

NOTICE

CERTIFICATE NO. 0065785
was filed in the office of the County
Clerk of DuPage County on
FEBRUARY 18, 2010, wherein the
business firm of BOOKING REPS,
250 GREEN VALLEY DRIVE,
LOMBARD, IL 60148 was
registered; that the true or real
name or names of the person or
persons owning the business, with
their respective post office
address(es), is/are as follows:

Tony Matz, 250 Green Valley
Drive, Lombard, IL 60148.

IN WITNESS WHEREOF, I
have hereunto set my hand
and Official Seal at my office in
Wheaton, Illinois, this 18TH day of
FEBRUARY, A.D. 2010.

Gary A. King
DuPage County Clerk
Published in E.A. MacKay
Enterprises March 3, 10 and 17,
2010. Legal No. 49168.

NOTICE

CERTIFICATE NO. 0065824
was filed in the office of the County
Clerk of DuPage County on
FEBRUARY 24, 2010, wherein the
business firm of ALMMARKETING,
519 SOUTH LA LONDE,
LOMBARD, IL 60148 was

FEBRUARY, A.D. 2010.

Gary A. King
DuPage County Clerk
Published in E.A. MacKay
Enterprises March 10, 17 and 24,
2010. Legal No. 49172.

**VILLAGE OF LOMBARD
NOTICE TO BIDDERS
FOR
2010-2011 Mosquito Abatement
Program**

The Village of Lombard is now
accepting sealed bid proposals for
the 2010-2011 Mosquito
Abatement Program.

Bid proposals must be received
prior to April 2, 2010 at 2:00 PM at
the Village of Lombard's
Department of Public Works, 1041
S. Hammerschmidt Avenue,
Lombard, Illinois 60148, marked
"Attention: Rhonda Heabel" and at
that time publicly opened and read
aloud. Each proposal should be
placed in a sealed envelope and
labeled with the preprinted orange
and white label provided by the
Village. Only sealed bids will be
accepted.

Bid specifications and specific
instructions to bidders may be
obtained from the Management
Analyst. All questions
concerning the bid document or
specifications must be
submitted in writing to the
Management Analyst. A written
response will then be provided to
all known bidders and made
available to the public. No
interpretations, clarifications or
addenda will be issued after the
fourth day prior to the scheduled
bid opening.

The Village of Lombard reserves
the right to reject any or all bids
and to waive all technicalities or to
accept the proposal deemed most
advantageous to the Village.

Brigitte O'Brien
Village Clerk
Published in E.A. MacKay
Enterprises March 17, 2010. Legal
No. 49175.

**BOARD OF EDUCATION
LOMBARD SCHOOL DISTRICT 44
LOMBARD, ILLINOIS**

**INFORMATION TO BIDDERS
FOR
HVAC WORK**

2010-2011 SCHOOL YEAR

Bids will be accepted by the Board
of Education, Lombard School
District 44, DuPage County, Illinois,
for HVAC WORK. Specifications
will be available for interested
bidders at the Board of Education,
District 44, Administration Center,
150 W. Madison, Lombard, IL
60148. Bids will be due in the
business office by 11:00 a.m.,
Tuesday, April 20, 2010 at the

ROOFING WORK

2010-2011 SCHOOL YEAR

Bids will be accepted by the
of Education, Lombard
District 44, DuPage County
for ROOFING
Specifications will be avail
interested bidders at the E
Education, District
Administration Center,
Madison, Lombard, IL 601
will be due in the business
1:00 p.m., Tuesday, April 2
at the Administration
(address above) for
opening. Bid results will
submitted to the Bc
Education for its consid
The right is reserved to e
reject any or all bids. A to
conducted at 1:00 p.m.,
April 6, 2010. Attendanc
tour is mandatory for the
bid. Bidders will meet at t
address (west e
Administration Center) to
tour.

Published in E.A.
Enterprises March 17, 20
No. 49178.

LEGAL NOTICE/PUBLIC

VILLAGE OF LOMBARD

**PROPOSED FY 2011
BUDGET**

PUBLIC HEARING

The Village of Lombard
public hearing at 7:30
Thursday, April 1, 20
Board Room of the Vi
255 E. Wilson Avenue,
Illinois for the purpose
written and oral comm
the public concerning th
annual budget for the
beginning June 1, 2010
May 31, 2011.

A copy of the propose
2011 budget has been
since March 3, 2010 at
Hall, 255 E. Wilson
Lombard, Illinois dur
business hours and at
M. Plum Memorial Lib
W. Maple Street, Lomb
and will remain availab
inspection up to the
public hearing.

All interested persons
attend the meeting
present either writt
comments. Written
should be addressed
Sexton, Director o
Village of Lombard, 2
Avenue, Lombard, Illin

BRIGITTE O'BRIEN
Village Clerk
Village of Lombard.

Published in E.
Enterprises March 17
No. 49179.

VILLAGE OF LOMBARD

