

INVITATION TO BID
CITY OF LINDEN
MOSQUITO CONTROL SERVICES

The City of Linden will receive sealed bids at the City Clerk's office, 132 East Board Street, P.O. Box 507, Linden, Michigan 48451, for mosquito control services until Thursday, July 19, 2018 at 2:00 p.m.

Bids will be publicly opened and read at that time in the main office of the Linden City Hall, 132 East Board Street, Linden, Michigan. Bids shall be submitted in sealed envelopes and plainly marked "MOSQUITO CONTROL SERVICES BID – CITY OF LINDEN."

Bids are being solicited only from responsible and established bidders known to be experienced and regularly engaged in the work of mosquito control services. Satisfactory evidence that the bidder has the necessary capital, equipment, and personnel to do the work may be required. A Pre-Bid Conference can be scheduled by appointment with the City Manager.

Proposal forms and specifications are on file for the inspection of bidders at the Linden City Offices, 132 East Broad Street, Linden, Michigan and copies may be obtained by qualified bidders. Sealed proposals must be submitted on the bid forms furnished by the City.

The City Council reserves the right to reject any and all bids and to accept any bid which in their opinion, is the most advantageous to the City.

Posted: Tuesday, July 10, 2018

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CITYWIDE MOSQUITO CONTROL PROGRAM

GENERAL SPECIFICATIONS

1. General requirements. The selected contractor shall be a responsible and established contractor who has experience and has regularly engaged in work of similar character and scope to provide citywide mosquito control services.

2. Scope of work. The work under the proposed contract shall consist of the items contained in the proposal, including all the supervision, materials, equipment, labor, and all other items necessary to complete said work in accordance with the contract documents. The selected contractor shall submit the documentation necessary to prove that it is capable of completing the scope of work. In addition, the successful contractor shall provide proof that it is a State of Michigan licensed mosquito control program operator and pesticide applicator.

Work will include a comprehensive, environmentally sound citywide mosquito control program. Work shall include, but not be limited to, inspection services and reports, larviciding and biological control, adult mosquito control, special event spraying, etc.

3. Types of work. The selected contractor shall provide the following types of citywide mosquito control services:

A. Inspection services and reports

1. Application of all insecticides and chemicals shall be in strict conformance with the procedures and application rates approved by the United States Environmental Protection Agency (EPA), the Michigan Department of Agriculture, the insecticide/chemical manufacturer (label), etc.

2. The contractor shall perform routine inspections of all potential larval development sites and areas (floodplains, wetlands, ponds, waterways, swamps, densely wooded areas, culverts, catch basins, etc.) throughout the traditional mosquito season. The contractor shall confirm the actual amount of required inspection and treatment areas, but the following estimates are provided:

<u>Inspection/Treatment Site Area</u>	<u>Approx. Site Area</u>
Larval Mosquito Production Sites- Spring	20 sites
Complete Potential Mosquito Production Sites	30 sites
Larval mosquito breeding sites	25 sites
Catch basins	581 catch basins

3. The contractor shall supply and maintain in operation a minimum of one standard New Jersey light trap during the traditional mosquito season. The contractor shall

service each trap on Monday, Wednesday, and Friday mornings and shall maintain a record of mosquitoes collected and identified.

4. The contractor shall prepare for the City Council a monthly report summarizing the results of the breeding area inspections, light trap operations, adult spraying operations, a general summary of mosquito control operation activities, and any other information requested by the City. Each report shall include data, by species, on larvae and adult mosquitoes collected, the brood prediction report, location by map reference, and control measures applied. In addition, the report should include a mosquito-borne disease overview, up-to-date budget analysis, and responses to any hot line calls. The contractor shall also respond to all complaints within twenty-four hours of receiving those complaints.

5. The contractor shall prepare and provide to the City Council, not later than the first week of December, an evaluation report of the mosquito control program for the prior season. Said report shall correlate control measures applied with light trap counts, larval surveys, complaints, and other pertinent data. Each potential breeding site shall be identified by a site number. Records shall be maintained showing inspection dates and larvae count by species. Said report shall also summarize the contractor's proposed mosquito control program for the coming season.

B. Larviciding and biological control

1. The contractor shall larvicide by backpack or ground vehicle approximately eighteen acres of larval breeding area for control of *spring ochlerotatus mosquitoes*. Said treatment shall be by applying five percent BTI granular larvicide at an EPA approved rate of 5.0 lbs per acre or comparable method. Said treatment shall be completed before May 1.

2. The contractor shall larvicide by backpack approximately fifty-five acres of low-lying, wet breeding areas for general larval control. Said treatment shall be by applying five percent BTI granular, Acrobe Liquid BTI, or Abate five percent pellet larvicide at an EPA approved rate of 5.0 lbs per acre or comparable method.

3. The contractor shall treat all catch basins, approximately five hundred eighty-one, to provide larval control for a minimum period of 150 days.

C. Adult mosquito control

1. The contractor shall apply by backpack to approximately ten lineal miles of harborage sites (vegetation, foliage, trees, etc., typically in residential areas) a residual permethrin insecticide to create a perimeter barrier application and control adult mosquito reinfestation. Said treatment shall be by application of a low-toxicity, residual permethrin at EPA approved rates of 0.5 lbs active ingredient per acre or comparable method. Application areas shall also include the City's community playground.

2. The contractor shall apply by truck-mounted Ultra-Low Volume (ULV) or Mist blower to approximately eighteen lineal miles of harborage sites (vegetation, foliage,

trees, etc.) a residual permethrin insecticide to control adult mosquito reinfestation. Said treatment shall be by application of a low-toxicity, residual permethrin at EPA approved rates of 0.5 lbs active ingredient per acre or comparable method. Contract prices shall reflect the actual street mileage treated (sprayed) by the contractor, not including travel mileage driven by the contractor to and from the City required to perform the work, nor additional mileage driven by the contractor in completing the routing of the required work in the City (mileage driven without applying a treatment).

3. The contractor shall treat, as necessary and estimated at fifteen applications, on a weekly basis, all city streets for adult mosquito control by truck-mounted ULV. Said treatment shall be by application of Bio mist 4+4 (permethrin) or comparable insecticide at EPA approved application rates at the maximum application speed of ten miles per hour when temperatures, monitored at the spray vehicle, are below 55 degrees Fahrenheit. Contract prices shall reflect the actual street mileage treated (sprayed) by the contractor, not including travel mileage driven by the contractor to and from the City required to perform the work, nor additional mileage driven by the contractor in completing the routing of the required work in the City (mileage driven without applying a treatment).

4. The contractor shall apply by backpack a Special Event Spraying of a residual permethrin insecticide to create a perimeter barrier application and control adult mosquito reinfestation. Said treatment shall be by application of a low-toxicity, residual permethrin at EPA approved rates. Special Event Spraying shall include individual resident yard spraying for scheduled outdoor parties, barbecues, etc., the City's gazebo and amphitheater for the Music and Movies by the Mill program, Summer Happening, etc.

4. Operations

A. The contractor shall perform all work in full compliance with all federal, state, and local requirements. In particular, the contractor shall fully comply with all requirements of the Michigan Department of Agriculture's Regulation No. 637 regarding pesticide use.

B. The contractor shall provide and maintain sufficient licensed and/or certified manpower and equipment capable of performing the scope of work. All drivers, applicators, and other persons coming in contact with chemicals and insecticides shall be duly trained, licensed, and certified as required to perform their duties in the State of Michigan by the EPA, the State of Michigan, and/or any other applicable governmental agency. The contractor shall provide and maintain on file with the City prior to beginning operations, the names and licenses and/or certifications of all personnel to be assigned to work in the City. The contractor shall immediately advise the City, in writing, of any changes in licensed personnel so assigned.

C. The contractor shall complete its citywide mosquito control truck-mounted applications in one night between dusk and 5:00 a.m. The scheduling of citywide truck-mounted application spraying shall be upon the same night and time of the week, weather permitting. A regular schedule is most desirable for residents to be aware of the program and the effects of the program, especially in relation to their property.

D. The contractor shall maintain a twenty-four-hour customer access telephone number (hot-line) to receive mosquito annoyance complaints and inquiries from City residents. A log shall be kept identifying the caller, caller address, type of complaint/inquiry, and the response from the contractor.

E. The contractor shall continuously maintain and update a Shut-off List of those residents and properties requesting that truck-mounted applications not be made in close proximity to their property. A current copy of said list shall be forwarded to the City. For those properties included upon the Shut-off List, the contractor shall place a highly visible marker (reflector, stake, etc.) at the property limits of the requesting resident. Said markers shall be located in such a manner as to be visible to contractor applicators from the street to properly identify the boundaries (start and end) of when the applicators should shut-off the ULV or Mist blower application. The cost of providing and maintaining said markers shall be borne entirely by the contractor. The estimated number of such requests is 12-15 per year.

F. The contractor shall continuously maintain and update a Notification List of those residents and properties requesting to be notified prior to truck-mounted applications. A current copy of said list shall be forwarded to the City.

G. The contractor shall cease or shut-off truck-mounted applications far enough from any pedestrians in close proximity to city streets and the applicator.

H. The contractor shall maintain a quality control program for personnel and equipment to ensure the proper performance of personnel and equipment in the performance of their duties to meet the requirements of the contract, including periodic follow-up and on-site inspections to confirm the effectiveness of the control operations.

I. The contractor shall maintain and update a service delivery map, accurately depicting the contractor's service delivery area/route. A copy of said map shall be provided to the City.

J. The contractor shall maintain and update a complete and current file on all chemical/insecticide labels and their corresponding MSDS Sheets, precautionary warnings, common sense precautionary measures, instructions to consult with a physician, etc. Copies of said documents related to chemicals/insecticides used in the City shall be forwarded to the City prior to their use. The City has the right to review and approve the use of any and all chemicals/insecticides used within the City prior to their use.

K. The contractor shall maintain and provide its personnel with appropriate and required personal protective equipment in accordance with the chemical/insecticide label directions and precautions.

L. The contractor shall develop, maintain, implement, and adhere to a written drift management plan to minimize the undesired off-target drift by means of erosion, volatilization, or wind of applied chemicals/insecticides.

5. Compliance with laws. The contractor shall conduct operations under the proposed contract in compliance with all applicable federal, state, and local laws, provided, however, that the most stringent requirement shall have precedence, except that the General Specifications shall govern the obligations of the contractor if a conflict exists with the city ordinances.

6. Effective date and term. The proposed contract is to begin April 1, 2019. Said contract shall be for a period of four years, running inclusively from April 1, 2019, through December 31, 2022.

7. Nondiscrimination. The contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, national origin, or physical disability.

8. Insurance. The contractor shall at all times during the contract maintain in full force and effect Employer's Liability, Workers' Compensation, Public Liability, Property Damage, and Comprehensive Chemical/Pollution Liability Insurance, including contractual liability coverage. The City of Linden and the public officials and employees of the City shall be included as additional insured. All insurance shall be by insurers and for the policy limits acceptable to the City prior to the commencement of work. The contractor agrees to furnish the City with certificates of insurance satisfactory to the City. The certificates shall contain the following express obligation:

This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in policy affecting the certificate holder, thirty days prior written notice will be given to the certificate holder.

For the purpose of the proposed contract, the contractor shall carry the following types of insurance in at least the limits specified below.

<u>Insurance Coverages</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability (except Automobile)	\$1,000,000 per occurrence \$2,000,000 Aggregate
Property Damage Liability (except Automobile)	\$1,000,000 per occurrence \$2,000,000 Aggregate
Automobile Bodily Injury Liability	\$1,000,000 per occurrence \$2,000,000 Aggregate
Automobile Property Damage Liability	\$2,000,000 per Occurrence
Chemical/Pollution Liability	\$2,000,000 per Occurrence

9. Indemnification. The contractor shall indemnify, protect, defend, and hold harmless the City, its employees and agents from any damage, claim, liability, or expense whatsoever, or any amounts paid in comprise thereof, arising out of or connected with the performance of the proposed contract.

10. Performance bond. The contractor will not be required to furnish a corporate surety bond as security for the performance of the proposed contract.

11. Transferability. Other than by operation of law, no assignment of the proposed contract or any right accruing under the proposed contract shall be made in whole or part by the contractor without the express written consent of the City, which consent shall not be unreasonably withheld. In the event of an assignment, the assignee shall assume the liability of the contractor.

12. Invoicing and payments. Payments to the contractor shall be made once per month during the traditional mosquito season (April through September, inclusive) based upon the actual contract price divided into six equal monthly payments. Should actual prices be different than the original contract price based upon the services provided, the final monthly payment shall b adjusted accordingly. Said payments shall be made following the City Council's approval on the second Monday of each month.

13. City's right to terminate contract. If the contractor should be judged bankrupt or if the contractor should make a general assignment for the benefit of its creditors or if a receiver should be appointed on account of its insolvency or if it should ever refuse to supply enough labor, materials, or equipment to meet the scope of work of the proposed contract or if it should ever disregard laws of the State of Michigan and the ordinances of the City of Linden or otherwise be guilty of substantial violation of any provision of the proposed contract, the City may, without prejudice to any other right or remedy, terminate the proposed contract and , re-let the same. The City, at its sole discretion, may terminate the contract immediately if said immediate termination is in the best public health, safety, and welfare interests of the City and its residents. Written notification will be given to the contractor prior to the termination of the proposed contract.

14. City's right to modify contract. The City reserves the right to negotiate with the contractor for a change in terms of the contract during the term of the contract and to make adjustments relative to the implementation of a change that reduces or modifies the need for a citywide mosquito control program. If the City and the contractor are unable to agree upon a revised contract, the City may seek new proposals and, upon a minimum of thirty days written notice from the City, may terminate the unexpired portion of the proposed contract. The City shall not be liable for any cost under this section beyond the proposed contract price for the period when service is actually provided.

15. Breach of contract. In the event that any provision of the proposed contract is breached by the contractor, then the City shall provide written notice to the contractor of the breach or pattern of behavior that constitutes the breach and allow the contractor reasonable time to cure the breach or pattern of behavior. If the breach or pattern of behavior that constitutes the breach is not cured, then the City shall have the right to terminate the contract.

16. Public convenience and safety. The contractor shall observe all City ordinances relating to obstructing streets, keeping passageways open, and protecting same, and shall obey all laws and ordinances controlling or limiting those engaged in the work. The contractor is granted the privilege of using the streets for the purpose of doing the work specified in the proposed contract, but is not granted exclusive use of such streets. The contractor shall handle the work in a manner that will cause the least inconvenience and annoyance to the general public and to the property owners. The contractor also accepts sole responsibility for any damage to any public or private property resulting from its performance of the work, including, but not limited to, responsibility for damage resulting from leakage or spillage.

BID SUBMITTED TO THE CITY OF LINDEN MOSQUITO CONTROL PROGRAM

City of Linden
132 E. Broad Street
PO Box 507
Linden, MI 48451

Mayor Cusson and the Linden City Council:

The undersigned, a Successful Bidder, hereby declares that this bid is made in good faith without fraud or collusion with any person or persons bidding on the same contract: that he/she has carefully read and examined the Contract Documents, including the Invitation to Bid, General Requirements, and Program Guidelines for the designated work and understands all of the same; the he/she, or his/her representative, has made personal investigation at the site as is necessary to determine the character and difficulties attending the execution of the proposed work. Bidder proposes and agrees that if this Proposal is accepted, bidder will contract with the City, provide necessary machinery, tools, apparatus and transportation services necessary to do all the work specified or referred to in the Contract Documents in the manner and time therein prescribed, and according to the requirements of the owner as therein set forth, to furnish insurance required of the Contractor by the Contract Documents, and that he/she will take in full payment, the unit process set forth in the following proposal.

All bidders understand that the City reserves the right to accept or reject any and/or all bids, to waive any irregularities and/or informalities in the bids, negotiate with any bidder, or to select the bid(s), or portion thereof, most advantageous to the City.

The successful bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Pursuant to your request for a mosquito control program, I submit my bid, with the understanding that I will execute a contract after authorization is given for a millage to pay for said mosquito control program is approved by a vote of the electors of the City of Linden, which will be held on November 6, 2018 or a Special Election in May 2019, will embody the terms as outlined in the bid proposal. I will meet all the requirements and provide all the services for the amounts listed on the attached bid sheet for the items listed in this document.

The undersigned, by execution of this contract, certifies that he/she is the of the firm named as _____, that he/she signs the bid on behalf of the firm and that he/she is authorized to execute the 5ame on behalf of said firm.

Company: _____

Address: _____

Phone: _____

Authorized Agent: _____

Signature: _____

Title: _____

Date: _____

FEE FOR MOSQUITO CONTROL PROGRAM, FOR 2019, 2020, 2021, 2022 NOT TO EXCEED:

\$ _____