



Project Manual
Bid Packet and Specifications
January 31, 2019

Pest Control Services
Bid Number 2165
Various Locations
Northbrook, IL 60062

Bid Submission Deadline:
February 21, 2019 @ 1:15PM

Bid Opening:
February 21, 2019 @ 1:30PM

at

Northbrook Park District
545 Academy Drive
Northbrook, IL 60062

Mandatory Pre-Bid Meeting:
February 14, 2019 @ 1:00PM

545 Academy Drive
Northbrook, IL 60062

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ADVERTISEMENT TO BID

The NORTHBROOK PARK DISTRICT does hereby invite sealed bids for **Pest Control Services**.

Bids will be received until **February 21, 2019 at 1:15PM** by mail or delivered by hand to the **Bid Officer**, Northbrook Park District, 545 Academy Drive, Northbrook, Illinois 60062. Immediately thereafter, the bids will be opened and publicly read aloud on **February 21, 2019 at 1:30PM** in the Northbrook Park District's Conference Room at 545 Academy Drive, Northbrook, Illinois 60062. Each bid must be placed in an opaque, sealed envelope and must be clearly marked **Bid Officer - Northbrook Park District, Pest Control Services Bid Number 2165**. Bid results will typically be available on our website at nbparks.org, under Bids & RFPs, within 5 business days.

The Northbrook Park District ("Owner" or "Park District") reserves the right to waive all technicalities, to accept or reject any or all bids, to accept only portions of a bid and reject the remainder. Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the Work, the financial capability of the Bidder, and the performance of the Bidder on other projects.

Bids shall not include federal excise tax or state sales tax for materials to be incorporated in or totally consumed in the prosecution of the Work. A tax exemption certificate will be furnished by the Park District at the request of the Bidder. The Park District's tax exemption number shall only be used by the successful Bidder for the Work of this Project. After the bid opening, no bid may be withdrawn, and all bids shall remain firm for sixty (60) days.

The Contractor(s) selected also will be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders, including but not limited to those pertaining to equal employment opportunity.

All bids must be accompanied by cashier's check or bid bond payable to the order of the Northbrook Park District for ten percent (10%) of the amount of the bid as provided in the Instructions to Bidders. No proposals or bids will be considered unless accompanied by such bond or check.

Those desiring to bid may obtain bidding information during normal business hours of 9am-5pm from **Kris Scharp** at 545 Academy Drive, Northbrook, Illinois 60062, phone: **847-897-6114**. Project manuals are available at no charge for pick-up at 545 Academy Drive, through our website at nbparks.org, under Bids & RFPs, or email upon request at kscharp@nbparks.org. The Northbrook Park District encourages minority business firms to submit bids.

There will be a mandatory pre-bid meeting on site at **545 Academy Drive** on **February 14, 2019 at 1:00PM**. Any potential bidder for this project must attend. Any bid received by the Northbrook Park District from a bidder not in attendance at the pre-bid meeting will be considered non-responsive and returned unopened to the bidder.

Northbrook Park District
Theresa Glatzhofer, Purchasing

Dated: January 31, 2019

To appear in Northbrook Star on January 31, 2019

INVITATION TO BID

Date: January 31, 2019

Re: Bid Number 2165 Pest Control Services

Dear Bidder:

Sealed bids for **Bid Number 2165 Pest Control Services** will be received by the Northbrook Park District. Each bid must be placed in an opaque, sealed envelope and clearly marked **Bid Officer - Northbrook Park District, Bid Number 2165 Pest Control Services**. The envelope shall be addressed and delivered to the **Bid Officer - Northbrook Park District**, 545 Academy Drive, Northbrook, Illinois 60062. Bids will be received until **February 21, 2019 at 1:15PM** and immediately thereafter, the bids will be publicly opened and read aloud on **February 21, 2019 at 1:30PM** at 545 Academy Drive, Northbrook, Illinois. Bids submitted after the closing time will be rejected. No responsibility shall be attached to any person for premature opening of a bid not properly identified. Bid results will typically be available on our website at nbparks.org, under Bids & RFPs, within 5 business days.

The Northbrook Park District ("Owner" or "Park District") reserves the right to waive all technicalities, to accept or reject any or all bids, to accept only portions of a bid and reject the remainder. Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the Work, the financial capability of the Bidder, and the performance of the Bidder on other projects.

Bids shall not include federal excise tax or state sales tax for materials to be incorporated in or totally consumed in the prosecution of the Work. A tax exemption certificate will be furnished by the Park District at the request of the Bidder. The Park District's tax exemption number shall be used only by the successful Bidder for the Work of this Project. After the bid opening, no bid may be withdrawn, and all bids shall remain firm for sixty (60) days.

The Contractor(s) selected also will be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders, including but not limited to those pertaining to equal employment opportunity.

All bids must be accompanied by a cashier's check or bid bond, payable to the order of the Northbrook Park District for ten percent (10%) of the amount of the bid, as provided in the Instructions to Bidders. No proposals or bids will be considered unless accompanied by such bond or check.

There will be a mandatory pre-bid meeting on site at **545 Academy Drive** on **February 14, 2019 at 1:00PM**. Any potential bidder for this project must attend. Any bid received by the Northbrook Park District from a bidder not in attendance at the pre-bid meeting will be considered non-responsive and returned unopened to the bidder.

INSTRUCTIONS TO BIDDERS

Date: January 31, 2019

Bid Request: Pest Control Services

Bid Number: Bid Number 2165

Sealed bids will be accepted until **February 21, 2019 at 1:15PM** and immediately thereafter publicly opened and read aloud on **February 21, 2019 at 1:30PM** in the Conference Room at the Northbrook Park District, 545 Academy Drive Northbrook, IL 60062. Bids arriving after this time will be rejected and will be returned unopened, including mailed bids, regardless of when postmarked. All Bidders are welcome to attend the bid opening. After bid opening, bids will be submitted for approval to the Northbrook Park District Board of Commissioners at a regularly scheduled meeting. Bid results will be available on our website at nbparks.org, under Bids & RFPs, within 5 business days.

I. Preparation and Submission of Bid Proposal

- a. It is the sole responsibility of the Bidder to see that his bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.** The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive. Bidders' prices are to include the delivery of all materials, including plant, equipment, supplies, tools, scaffolding, transportation, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services necessary for the proper completion of the Work, except as may be otherwise expressly provided in the Contract Documents. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in or totally consumed in the prosecution of the Work. A tax exemption certificate will be furnished by the Park District upon request of the Bidder.
- b. Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.
- c. Attached to the Bid Form will be one or more certifications regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid.** The certification of the successful Bidder shall become a part of the Contract with the Park District.
- d. The Bidder shall submit his prices on the attached Contractor Bid Form. The Bid Form shall be executed properly, and all writing, including all signatures, shall be with blue or black ink. **Failure to use the Bid Form provided could result in rejection of the bid.**
- e. The Bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the Bid Form.

II. Requirement of Bidders

- a. Bidders must be able to demonstrate that they: 1) have experience in performing and have successfully performed and are still actively engaged in performing work similar in kind and scope to the Work of the Project, and 2) are able to show that they have adequate laborers and materials to successfully complete the Work as indicated in the Bid Documents and within the time required by the Bid Documents. The Contractor shall not have been debarred or determined ineligible for public contracts by any governmental agency.
- b. The following information must be attached to the bid proposal. Failure to do so may result in disqualification of the Bidder. **See the REQUIRED BIDDER INFORMATION form.**
 - i. On a separate sheet, list all construction projects your organization has in progress, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, percent complete, and scheduled completion date.
 - ii. On a separate sheet, list all construction projects your organization has completed in the past two years that are comparable in scope, giving the name of the project, project description, project address, owner and telephone number. Also provide the original contract amount, the final contract amount, the substantial and final completion dates provided for in the contract, and the actual dates of substantial and final completion. Where the final contract amount is materially greater than the contract amount included in the contract at the time of execution by both parties, provide an explanation of the reason(s) for the increase. Where the actual dates of substantial and/or final completion differ from those dates as included in the contract at time of execution by both parties, explain the reason for the delay in the substantial and/or final completion of the Work.
 - iii. On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and – if no longer pending – the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action, and the current status or disposition of the proceeding/action.
 - iv. On a separate sheet, indicate all instances in which Bidder has been rejected for not being a responsible bidder, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, and an explanation of the circumstances surrounding the rejection.
 - v. On a separate sheet, provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions, giving the type of contract, the project location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of

the claimed breach and current status or resolution of the claim. If it is a construction contract, also provide the name, address and telephone number of the architect and, if applicable, the construction manager or owner's representative.

- vi. Other required submittals include: Bid Proposal, Contractor's Compliance and Certification Attachment/Substance Abuse Prevention Program Certification. **Failure of a Bidder to complete/submit these documents shall be the basis for immediate rejection of that Bidder's bid.**

III. Examination of Site, Drawings and Specifications

- a. Each Bidder shall visit the site(s) of the proposed Work and fully acquaint himself with existing conditions and shall undertake such additional inquiry and investigation as he shall deem necessary so that he may fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. Bidder shall thoroughly examine and be familiar with all of the Bid Documents, including but not limited to the Drawings and the written Specifications. Any conflicts or discrepancies found between or among Bid Documents, including but not limited to the Drawings and written Specifications and the site conditions, or any errors, omissions or ambiguities in the Drawings or written Specifications shall be immediately reported to the Park District and the Architect and written clarification requested prior to submission of a bid.
- b. The failure or omission of any Bidder to obtain, receive or examine any form, instrument or information, to visit the Project site(s) and become knowledgeable with respect to conditions existing there, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to his bid. By submitting a bid, the Bidder agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has examined the site(s) and the Bid Documents, has obtained all needed clarifications, and where the Bid Documents indicate in any part of the Work that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated in the Specifications and Drawing(s). Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

IV. Acceptance or Rejection of Bids

- a. The Park District may accept the bid of, and award the Contract for the Work to, the lowest responsive and responsible Bidder, as determined by and in the sole discretion of the Park District.
- b. The Owner reserves the right to: (1) reject all bids; (2) reject only certain bids that are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of Work of all and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise,

upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

- c. In the event of a rejection of a portion, part or certain items of Work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that Bidder on its submitted Contractor Bid Form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all portions or items of the Work specified in the Bid Documents. The Northbrook Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities and to disregard any informality on the bids and bidding when, in its opinion, the best interest of the Park District will be served by such actions and in accordance with applicable law.

V. Surety

- a. All bids must be accompanied by a bid bond or bank cashier's check, payable to the Northbrook Park District for ten percent (10%) of the amount of the bid and drawn on a responsive and responsible bank doing business in the United States. All bids not accompanied by a bid security, when required, will be rejected.
- b. The bid security of all except the three (3) lowest responsive and responsible Bidders will be returned after the decision to accept or reject bids by the Northbrook Park District Board of Park Commissioners. The bid security of the successful Bidder will be returned after acceptance by the Park District of an acceptable Performance Bond, Labor and Materials/Payment Bond, and a certificate of insurance naming the Northbrook Park District as the certificate holder and as additional insured, and the successful Bidder has executed and returned to the Park District the Contract for the Work presented by the Park District.
- c. Prior to beginning Work, the successful Bidder shall furnish a **Performance Bond and Labor and Materials/Payment Bond in the amount of 110% of the Contract Sum**, using a form similar to the AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, cosigned by a surety company licensed to conduct business in the state of Illinois and with at least an "A" rating and a financial rating of at least "X" in the latest edition of the *Best Insurance Guide*. Said bond shall guarantee the faithful performance of the Work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of Work for a period of one (1) year after Final Completion. The cost of each bond shall be included in the Contract Sum. The Bidder and all subcontractors shall name the Park District as an obligee on all bonds. Said bonds shall meet the requirements of the *Illinois Public Construction Bond Act, 30 ILCS 550/0.01 et seq.*, and any further amendments thereto. Bidder shall include in his Performance Bond and Labor and Material Payment Bond such language as shall guarantee the faithful performance of the *Prevailing Wage Act* as required in these Bid Documents.
- d. The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Bidder to enter into the Contract and supply the required bonds and evidence of insurance within ten (10) days after the Contract is presented for signature, or within such extended period as the Park District may grant, shall constitute a

default, and the Park District may either award the Contract to the next responsible Bidder or re-advertise for bids. In the event of a default, the Owner need not return the defaulting Bidder's bid surety and may charge against the defaulting Bidder for the full difference between the amount for the Bid and the amount for which a Contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety.

VI. Withdrawal of Bid

- a. Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

VII. Award, Acceptance and Contract

- a. Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.
- b. Bids will be awarded to one Bidder for the entire Project or to any series of Bidders for an appropriate proportion of the Project. If specified in the Bid Form, awards will be based upon the submitted unit prices.
- c. The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the Work of the Contract. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract, along with all required insurance and surety documents within ten (10) days after presentation to him of the Contract for signature. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon re-advertise or otherwise award said Contract and forfeit the Bid Security.
- d. The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Form, Addenda, if any, Contractors Compliance and Certifications Attachment comprise the Bid Documents. The Bid Documents, together with the Standard Form of Agreement Between Owner and Contractor AIA Document A107-2017, as modified by the Park District and included in these Bid Documents, Performance Bond and Labor and Material Payment Bond and proof of insurance comprise the Contract Documents.

VIII. Interpretation of the Contract Documents

- a. The Park District shall in all cases determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Park District shall have the right to make alterations in the lines, grades, plans, forms or dimensions of the Work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the Work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Park District reserves the right to approve an equal to or superior to product or equipment required under the Specifications or to reject as not being an equal to or superior to the product or equipment required under the Specifications. If the Bidder is in doubt as to the interpretation of any part of the Bid Documents or finds errors, discrepancies or omissions from any part of the Contract Documents, he must submit a written request for interpretation thereof not later than five (5) days prior to opening of bids to the Park District and the Architect, if applicable. Address all communications to **Kris Scharp** at the Park District. If an error or omission is discovered in the Bid Documents after the bid opening, the Park District reserves the right: i) to determine whether to require the submission of new bids; or ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to perform the Work in accordance with an issued correction by the Park District and/or Architect and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening.

IX. Addenda

- a. Any interpretation, correction or addition to the Bid Documents will be made by written Addendum and will be delivered by mail, email or fax to each prime Bidder of record. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.
- b. It is the responsibility of each Bidder to verify that he has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all subcontractors and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.
- c. In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated Work so as to provide all materials, equipment, labor and services necessary for the completion of the Work in accordance with the Bid Documents.

X. Substitutions during Bidding

- a. Unless otherwise indicated, brand names in the Specifications are used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal or superior in every respect to that required by the Specifications must request approval in writing to the Park District at least seven (7) business days prior to the bid opening and mark the item as “or approved equal.”
- b. Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Contract Documents and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.
- c. The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. The Park District’s approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the Work and suitability for the uses specified.
- d. Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its judgment, is equal to or of better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

XI. Bid Proposal Sum

- a. Bidders shall include the following costs as part of their bid proposal:
 - i. The cost of materials, labor and equipment, either specified or necessary for the implementation of the Work as described in Section II. Subcontracted labor, equipment or materials should be clearly identified.
 - ii. The cost of any material and/or labor which is not specifically described, but which is necessary to complete the Contract, including Project administration costs.
 - iii. The cost of a full-time qualified project manager for the duration of the Contract.
 - iv. The cost of transportation, insurances, bonds, warranties, permits and all other facilities, and the performance of all labor and services necessary for the proper completion of the Work, except as may be otherwise expressly provided in the Contract Documents.

XII. Partial Bids

- a. Bids for only part of the Work may be considered. Such bids must cover all Work described in that section of the Specifications, including completion date.

XIII. Contract

- a. The accepted Bidder is required to enter into a written contract with the Northbrook Park District, substantially in the same form included in these Bid Documents.

XIV. Tax Exemption

- a. The Northbrook Park District is not subject to federal excise or Illinois retailer's occupation tax. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in or totally consumed in the prosecution of the Work. A tax exemption certificate will be furnished by the Park District at the request of the Bidder. The Park District's tax exemption number shall be used only by the successful Bidder for the Work of this Project.

XV. Postponement of Date for Opening Bids

- a. The Northbrook Park District reserves the right to postpone the date of presentation and opening of bids and will give written notice of any such postponement to each interested party.

XVI. FOIA Requirements

By submitting a bid or otherwise responding in any way to this request for bids, the bidder acknowledges the following:

- a. This public body is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), and any and all information submitted by the bidder to this public body is subject to disclosure to third parties in accordance with FOIA.
- b. If the bidder intends for the public body to withhold the bidder's trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, the bidder must include with its bid submittal a written notification specifically identifying such information, along with a statement that disclosure of such information will cause competitive harm to the bidder, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the bidder at the time of bid submittal will be presumed to be open to public inspection. The bidder may be required to substantiate the basis for its claims at a later time.
- c. Notwithstanding timely notice received from a bidder in accordance with Section 7(1)(g), the public body reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request.

XVII. Term of Contract

- a. The term of the Contract will be for a one year period. The term of the Contract may be extended for two additional one year periods, or one two year period, if approved by the District.

Initial Term - May 1, 2019 to April 30, 2020

Additional term year two is May 1, 2020 to April 30, 2021 and year three is May 1, 2021 to April 30, 2022.

END OF SECTION

BIDDERS CHECKLIST

Please make sure you have all of these items completed before submitting your SEALED bid.

- Site Examination
- Completed Bid Form
- Signed Addenda (if applicable)
- Bid Bond – 10%
- Subcontractors and Suppliers List Form
- Contractor Compliance and Certifications Attachment Form
- Affidavit of Experience Form
- Required Bidder Information Form
- Bid Submittals
 - Each bid must be placed in an opaque, sealed envelope and clearly marked:

Bid Officer - Northbrook Park District
Bid Number & the Name of the Bid
The Date & Time of the Scheduled Opening

- If delivering by mail, the for mentioned opaque sealed envelope shall be placed in a mailing envelope (USPS, FedEx, UPS, etc.), and shall be addressed and delivered to:

Bid Officer - Northbrook Park District
545 Academy Drive,
Northbrook, Illinois 60062

END OF SECTION

SERVICE SCHEDULE

I. Completion of Service

The Owner requires that the Service for all facilities be completed on two consecutive days during each month. The days of the month will be agreed upon by the Service Contractor and Owner at the time of contract award.

The Technician must check in at any building that has a customer service desk to announce that they are in the facility.

The schedule will be approved by the Owner prior to commencement of work.

END OF SECTION

GENERAL CONDITIONS

The General Conditions are the General Conditions of the Contract for Pest Control Services, included in these Bid Documents as Exhibit A and include the following terms (the "General Conditions"):

I. Payment

- a. Terms for payment are governed by the *Local Government Prompt Payment Act, 50 ILCS 505/1, et.seq.*, and in accordance with the Contract Documents.
- b. Request for Payment should be made in accordance with the Contract Documents and should include the following information:
 - i. Name, address and phone number of the Bidder
 - ii. Invoice number
 - iii. Itemized statement of services per building/location
 - iv. Any payment discount terms offered
 - v. Complete W-9
 - vi. Waivers
 - vii. Business and Technical Licenses
 - viii. Any other documents as required by the Contract Documents

II. Guarantee and Warranty

- a. The successful Bidder warrants to the Northbrook Park District that all materials, supplies and equipment furnished will be of good quality and new unless otherwise required or permitted by the Specifications; that the materials, supplies and equipment will be free from defects not inherent in the quality required or permitted; and that the materials, supplies and equipment will conform to the Specifications. Materials, supplies and equipment not conforming to the Specifications, including substitutions not properly approved or authorized, are defective and will be rejected by the Northbrook Park District. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Bidder, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.
- b. The Contractor must present the Northbrook Park District with two (2) copies of any manufacturer's warranty or guarantee information. If needed, the Contractor agrees to assign any warranties and guarantees to the Northbrook Park District. Unless a longer period is required pursuant to the Specifications, the Contractor guarantees against any faulty materials or workmanship for a period of one (1) year after final payment. Any such

defects must be corrected, either through repair or replacement, at the Contractor's expense.

III. Materials

- a. All materials supplied by the Contractor shall be new materials of the like and kind specified. Defective materials and equipment, including those damaged during installation or testing, will not be accepted and must be replaced or repaired in a manner satisfactory to the Northbrook Park District.

IV. Completion Date

- a. The Contractor shall complete the Work of this Project by the date set forth in the Service Schedule. Failure of the Contractor to complete this Work in accordance with the Specifications shall constitute a breach of the Contract.

V. Insurance

- a. For the duration of the contract, Contractor shall procure and maintain insurance against claims for death, injuries to persons, or damages to property that may arise from or in connection with the performance of Work hereunder by the Contractor, his agents, representatives, employees or subcontractors of the types and in the amounts listed below.

- i. Commercial General and Umbrella Liability Insurance

1. The Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Project location. CGL insurance shall be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Owner, its elected and appointed officials, employees, agents and volunteers, and Architect shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage under the commercial umbrella, if any. This insurance shall apply as primary. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

- ii. Continuing Completed Operations Liability Insurance

1. Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the work. Continuing CGL insurance shall be

written on ISO occurrence form CG 00 01, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

ii. Business Auto and Umbrella Liability Insurance

1. The Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto, including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) Form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

iii. Workers Compensation Insurance

1. The Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. If the Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

iv. General Insurance Provisions

1. *Evidence of Insurance*

- a. Prior to beginning Work, Contractor shall furnish Owner with a certificate of insurance and applicable policy endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to Owner prior to the cancellation or material change of insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

An additional certificate and endorsements evidencing continuation of liability coverage, including coverage for completed operations,

shall be submitted by Contractor and all Subcontractors with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the time permitted for expiration. If any aggregate limit is reduced on account of claims paid, Contractor and Subcontractor shall immediately notify the Owner and Architect in writing of the amount of such reduction.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Contract at Owner's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate shall provide certified copies all insurance policies required above within ten (10) days of Owner's written request for said copies.

2. Acceptability of Insurers

- a. For insurance companies that obtain a rating from A.M. Best, that rating should be no less than a VII, using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than a VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

- a. If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

- a. Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. *Subcontractors*

- a. Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

VI. Indemnification

- a. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Northbrook Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegal's fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. The Contractor shall similarly protect, indemnify and hold and save harmless the Northbrook Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or the Contractor's default of, any provision of the Contract.

VII. Construction Permits

- a. Owner has commenced the permit application process for this project. Upon signing this Contract, the Contractor is responsible for submitting, coordinating and obtaining all necessary documents associated with the permit requirements for the construction of this Project. The Contractor shall also be responsible for scheduling and attending any inspections required in the permit process for this Project. The Contractor is not responsible for revising and/or altering the design as shown on the plans based on the permit review unless the Contractor is the author of the plans, or as otherwise required under the Contract. All costs associated with permitting are to be included in the general conditions of this Contract.

END OF SECTION

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

The American Institute of Architects *AIA Document G706 - Contractor's Affidavit of Payment of Debts and Claims, 1994 Edition*, is hereby made a part of the Contract Documents.

Copies of this Document are available from:

Chicago Chapter Office of the American Institute of Architects
222 Merchandise Mart Plaza
Chicago, Illinois 60604
(312) 670-7770

END OF SECTION

NOTICE OF AWARD (SAMPLE)

Subject: NORTHBROOK PARK DISTRICT

Dear Mr. / Ms. _____:

The Northbrook Park District (Owner) has considered the Bid submitted by _____ for the subject Project dated _____.
You are hereby notified that your Bid has been accepted for the Base Bid in the amount of \$_____.

You are required to execute the Agreement and furnish the required bonds and certificates of insurance within ten (10) calendar days from the date of this Notice of Award. If you fail to execute said Agreement and to furnish said bonds and insurance within ten (10) days, the Owner will be entitled to consider all your rights arising out of the acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Sincerely,

Ed Dalton
Director of Parks & Properties

ACCEPTANCE OF NOTICE

Receipt of this "NOTICE OF AWARD" is hereby acknowledged this ____ day of _____, 20_____.

Signature

Print Name

Title

NOTICE TO PROCEED (SAMPLE)

SUBJECT: NORTHBROOK PARK DISTRICT
 (PROJECT NAME)

Dear Mr. / Ms. _____,

_____ is hereby notified to commence work on the above Project as shown in the Contract and to complete the Project as specified by _____, unless otherwise authorized.

Please return an acknowledged copy of this "NOTICE TO PROCEED" to the Northbrook Park District, 545 Academy Drive, Northbrook, IL 60062.

Sincerely,

Ed Dalton
Director of Parks & Properties

ACCEPTANCE OF NOTICE

Receipt of this "NOTICE TO PROCEED" is hereby acknowledged this _____ day of _____, 20____.

Signature

Print Name

Title

BID FORM
Bid Number 2165 Pest Control Services

Proposal of _____,

Hereinafter called "Bidder", (a)/(an)_____ (corporation, partnership, individual)

doing business as _____

to the Northbrook Park District, hereinafter called "Owner."

Bidder acknowledges receipt of the following Addenda, which are a part of the Contract Documents:

Addenda Numbers: _____.

By submission of his bid, the Bidder acknowledges, agrees, represents, declares and warrants:

- I. That he has visited and examined the site and is fully familiar with and has satisfied himself as to the site and the local and other conditions under which the Work is to be performed, including without limitation, (i) surface conditions of the site and subsurface conditions readily observable or ascertainable upon the exercise of reasonable diligence and all structures and obstructions thereon and thereunder, both natural and manmade; (ii) the nature, location and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (iii) the quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Work in the manner and within the cost and timeframe indicated by the Contract Documents; and has correlated the Bidder's personal observations with the requirements of and matters indicated in or by the proposed Contract Documents.
- II. To hold the bid open for sixty (60) days subsequent to the date of the bid opening.
- III. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
 - a. Furnish all bonds and insurance required by the Contract Documents;
 - b. Accomplish the Work in accordance with the Contract Documents; and
 - c. Complete the Work within the time requirements as set forth in the Contract Documents.
- IV. That the Bidder has carefully examined the Instructions to Bidders, the Drawings and Specifications, and the Project Manual in its entirety, in order to determine how these affect the bid proposal, the forms of the Contract, the required Contract bonds, and duration thereof; and that the Bidder has inspected in detail the site of the proposed Work and been familiarized with all of the requirements of construction and of the governing municipalities under whose jurisdiction the Project falls (its codes, ordinances and construction requirements therein) and understands that in making this proposal, the Bidder waives all rights to plead any misunderstanding regarding the same.

- V. That if this proposal is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Contract Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth.
- VI. To furnish Bid Bond in accordance with the Instructions to Bidders.
- VII. To furnish Performance/Labor and Material Payment Bond in accordance with the Instructions to Bidders.
- VIII. To commence work as specified in the Instructions to Bidders and to prosecute the Work in such a manner and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract.
- IX. To give the total base bid amount, the total add alternate and/or subtract alternate amounts (if requested) both in words and in figures. The total bid amount in each case shall be the sum of all of the total item amounts as applicable and as described above.

Bidders are responsible for verifying their own quantities. This worksheet is for use in calculating the lump sum amount. Contractor is required to alert Park District of any discrepancies prior to bidding the work. Failure to recognize the required quantities to complete the work shall be at the expense of the contractor. No consideration shall be given for additional compensation after the letting of bids.

Bidder agrees to perform all of the Work described in the Contract Documents for the following price entered in the bid table on page 26.

FACILITY	COST/ MONTH YEAR 1	COST/ MONTH YEAR 2	COST/ MONTH YEAR 3
545 ACADEMY DRIVE -JOE DOUD ADM BLDG	\$	\$	\$
CHALET	\$	\$	\$
1605 ILLINOIS (Equipment & Prop Storage Bldgs)	\$	\$	\$
MEADOWHILL AQUATIC CENTER	\$	\$	\$
LEISURE CENTER	\$	\$	\$
OUTDOOR EDUCATION CENTER	\$	\$	\$
SPORTS CENTER (INCLUDING POOL AREAS)	\$	\$	\$
SPORTSMAN'S GOLF MAINTENANCE	\$	\$	\$
SPORTSMAN'S CLUBHOUSE	\$	\$	\$
SPORTSMAN'S CART BARN	\$	\$	\$
SPORTSMAN'S DRIVING RANGE	\$	\$	\$
SPORTSMAN'S HALFWAY HOUSE	\$	\$	\$
TECHNY PRAIRIE CENTER	\$	\$	\$
TECHNY WARMING SHELTER	\$	\$	\$
VILLAGE GREEN CENTER	\$	\$	\$
VILLAGE GREEN PAVILION	\$	\$	\$
WOOD OAKS TENNIS BLDG	\$	\$	\$
MONTHLY TOTAL ALL BUILDINGS	\$	\$	\$
	YEAR 1 ANNUAL TOTAL	YR 2 ANNUAL TOTAL	YR 3 ANNUAL TOTAL
ANNUAL TOTAL ALL BUILDINGS	\$	\$	\$

Basic Unit Pricing List

Additional Interior Stations (Per Rodent Station)

\$ _____

Additional Exterior Stations (Per Rodent Station)

\$ _____

Exterior Barrier Treatments (Per Treatment)

\$ _____

SUBCONTRACTORS AND SUPPLIERS LIST

The subcontractors and suppliers listed below will be involved in this contract work in the assignments listed. We understand that any deviation from this list must be requested and approved in writing ten (10) days before the start of the work that is involved.

Failure to complete this list will result in rejection of bid.

Legal name, current telephone number and address of all subcontractors must be included.

Subcontractors/Assignment

Legal Name	Address	City, State, Zip	Telephone
1.			
2.			
3.			
4.			

Suppliers/Materials

Legal Name	Address	City, State, Zip	Telephone
1.			
2.			
3.			
4.			

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- I. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- II. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations, including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- III. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct that is a matter of record.
- IV. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the *Illinois Criminal Code*. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- V. Pursuant to the *Illinois Human Rights Act (775 ILCS 5/2-105)*, Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Contractor's internal complaint process, including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the *Illinois Human Rights Act*. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

- VI. Contractor shall abide by the *“Employment of Illinois Workers on Public Works Act” (30 ILCS 570/0.01 et seq.)*, which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. (“Illinois laborer” means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Owner.
- VII. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair, and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner’s employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors and employees (as the case may be) to comply with the restrictions contained in the preceding sentence.
- VIII. Contractor knows and understands the *Equal Employment Opportunity Clause* administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the *United States Code Annotated and Executive Orders #11246 and #11375* as amended, which are incorporated herein by this reference.
- IX. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the *U.S. Export Administration Act of 1979* or the regulations of the U.S. Department of Commerce promulgated under that Act.
- X. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- XI. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the *Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.)* and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the *Drug-Free*

Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the *Illinois Drug-Free Workplace Act.*

XII. The Contractor shall comply with the requirements and provisions of the *Freedom of Information Act (5 ILCS 140/1 et. seq.)* and, upon request, of the Northbrook Park District's designated Freedom of Information Act Officer (FOIA Officer). Contractor shall within two (2) business days of said request turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

Sign and Date: _____ Firm Name: _____

Print Name & Title: _____ Address: _____

Phone: _____

Fax: _____ Email: _____

STATE OF _____ SS. COUNTY OF _____

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

_____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he is authorized to act on behalf of Bidder and that he executed the foregoing certificate as his free act and deed and as the act and deed of Bidder.

Dated: _____ 20_____

Notary Public: _____

AFFIDAVIT OF EXPERIENCE

_____, being duly sworn, says that he is

_____ of _____,
 (Sole Owner, Member of Firm, Corporate Official) (Individual, Firm, Corporate Name)

which has done work for the following parties of or the general kind and approximate magnitude required under this Contract: (list project name, contact, phone number and date of completion). I/we hereby authorize the Northbrook Park District to contact the individuals listed below. Please list at least five (5) projects of similar cost and scope.

Project Name/Owner & Project Scope	Contact Name & Title	Phone & Email (both REQUIRED)	Completion Date & Project Value
1.			
2.			
3.			
4.			
5.			

 Signature

 STATE OF ILLINOIS
 SS. COUNTY OF COOK

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

_____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he is authorized to act on behalf of Bidder and that he executed the foregoing Affidavit as his free act and deed and as the act and deed of Bidder.

Dated: _____ 20 _____

My Commission Expires: _____

(Notary Seal)

Notary Public: _____

REQUIRED BIDDER INFORMATION

The following information must be attached to the bid proposal. Failure to do so may result in disqualification of the Bidder. These may be listed on a separate sheet.

- i. List all service contracts your organization has in progress, giving the name of the owner, description of services, project address, telephone number, contract amount, length of current contract.

- ii. List all service contracts your organization has completed in the past two years (and no longer service) that are comparable in scope, giving the name of the owner, description of services, project address, and telephone number. Also provide the original contract amount and the final contract amount. Where the final contract amount is materially greater than the contract amount included in the contract at the time of execution by both parties, provide an explanation of the reason(s) for the increase.

- iii. List all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and – if no longer pending – the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action, and the current status or disposition of the proceeding/action.

- iv. Indicate all instances in which Bidder has been rejected for not being a responsible bidder, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, and an explanation of the circumstances surrounding the rejection.

- v. Provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions, giving the type of contract, the project location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim. If it is a construction contract, also provide the name, address and telephone number of the architect and, if applicable, the construction manager or owner's representative.

- vi. Provide the number of technicians employed by the bidder, and the type (s) of certifications they possess.

SCOPE OF WORK

The project consists of Pest Management at the following facilities: Joe Doud Administration Building 545 Academy Drive; Sportsman's Country Club 3535 Dundee Road (Clubhouse, Cart Barn, Driving Range & Halfway House); Sportsman's Country Club Maintenance 3401 Dundee Road; Leisure Center 3323 Walters Avenue; Northbrook Sports Center and Pool 1730 Pfingsten Road; Village Green Center & Village Green Pavilion 1810 Walters Avenue; Meadowhill Aquatic Center 1501 Maple Avenue; Outdoor Education Center 1471 Maple Ave.; Chalet Building 1479 Maple Avenue; Techny Prairie Center 1750 Techny Road; Techny Warming Shelter 1700 Techny Road; Wood Oaks Tennis Building 1160 Sanders Road; and Off-site Storage Buildings 1605 Illinois Road (Equipment Storage & Prop Storage).

CHANGES IN SCOPE OF WORK

The Owner may elect to remove an entire building as identified by individual lines on the bid form in the event a facility is closed for renovation. The Owner will provide as much notice as possible. If facilities are removed, the monthly rate annotated on the Bid Form will be the basis for payment adjustment. The facilities planned for future renovation include the Chalet, Outdoor Education Center, Sportsman's Clubhouse, Cart Barn, Driving Range and Halfway House.

Any pest control program must be preventive in nature. They should also be designed as an Integrated Pest Management Program (IPM). The goal of any program should be to prevent problems before they happen and quickly eliminate any pests that may infest the structure.

Integrated Pest Management

Integrated Pest Management (IPM) is a holistic view of pest control. It focuses on identifying and correcting the underlying conditions (sometimes referred to as "conducive conditions"). If problems occur, mechanical and physical traps are used first to eliminate the pests and only if those do not work then a chemical may be applied. The materials must start as the least toxic (like gel baits).

Because the program must be an IPM program a formal written inspection and plan for all facilities must be created by the Pest Management Company and be submitted within ten (10) days of contract award. This plan must include at a minimum the following:

1. Communication procedures
2. Regularly Scheduled visits at least monthly
3. Continuity of Service (an identified back up trained technician or supervisor)
4. Full Documentation Package

Preventive Rodent Control

Rodents are a major pest issue and health risk. They can enter even the best maintained structures through deliveries and open doors. As such regular monitoring and prevention must occur. Permanent interior and exterior stations should be maintained.

Standards

Interior stations will be the metal multi catch stations. These stations will be maintained to minimum industry standards including:

1. Opening
2. Dating
3. Cleaning (including removal of any dead rodents)

4. Replacing glueboard monitor
5. Noting Activity in Logbook

Exterior stations will be Tamper Resistant stations and may be disguised rock stations where appropriate.

These exterior stations will be maintained to minimum industry standards including:

1. Anchored to the ground
2. Secured closed
3. Opening
4. Dating
5. Cleaning
6. Changing bait (where used)/resetting snap trap
7. Noting Activity in Logbook

Documentation

Documentation is as important as the actual pest control in the facilities. At a minimum documentation will consist of the following:

1. Scope of Services
2. IPM Plan
3. Business and Technician Licenses
4. Certificate of Insurance
5. Pest Management Reports
6. Trend Chart
7. Safety Data Sheets and Labels

Quality Control

In order to maintain a minimum level of service at all facilities a quality control plan must be implemented by the Pest Management Company. Such a plan would include visits by a management personnel or quality control inspector to each of the locations, and at a minimum one visit per site per quarter. A schedule must be submitted within ten (10) days of contract award.

Service Schedule

The Owner requires that the Service for all facilities be completed on two consecutive days during each month. The days of the month will be agreed upon by the Service Contractor and Owner at the time of contract award. The Technician must check in at any building that has a customer service desk to announce that they are in the facility.

The schedule will be approved by the Owner prior to commencement of work.

Response

Responding to sightings is critical and a minimum of one business day must be maintained. In addition, all calls before 10:00am on business days must be responded to that same day with an on-site visit (unless time restrictions on the site restrict it). Acknowledgement by phone for calls prior to 10:00am does not meet the specified response time.

END OF SECTION

DRAFT CONTRACT FOR PEST CONTROL SERVICES

This Contract, made this 1st day of May, 2019, by and between the Northbrook Park District, an Illinois park district (the "Park District") with its principal place of business at 545 Academy Drive, Northbrook, Illinois, and [Insert Contractor], an Illinois corporation (the "Contractor"), with its principal place of business at [Address], collectively referred to as the "Parties" or individually as "Party."

WITNESSETH

That the Park District and Contractor, for the consideration hereinafter named, agree as follows:

1. Labor and Materials

The Contractor shall provide all labor, equipment and materials required to complete the following work: pest control services (the "Work"), as indicated in the Scope of Work in the Project Manual dated January 31, 2019, attached to and incorporated as part of this Agreement as **Exhibit A**. Contractor shall perform the Work at the Park District buildings as specified in the Project Manual (the "Park District Buildings").

2. Contract Documents

The Contract Documents consist of this Contract between the Park District and the Contractor, the Project Manual, the Contractor's Proposal dated February 21, 2019 and attached to and incorporated as part of this Agreement as **Exhibit B**, any addenda issued prior to the execution of this Contract and Modifications issued after the execution of this Contract. All of the terms, conditions and specifications contained in the Project Manual are incorporated herein.

3. Term

Unless terminated earlier as provided in this Agreement, the term of this Contract shall be for one (1) year, commencing on the date fixed by a Notice to Proceed ("Initial Term"). The Park District shall have the option, upon thirty (30) days written notice prior to the expiration of the Initial Term, to renew this Contract for an additional two (2) years based on the same terms and conditions as provided herein.

4. Performance of Work

Contractor agrees to perform all Work in a good and workmanlike manner, shall maintain a quality control plan as required by the Project Manual and otherwise comply with requirements of the Scope of Work in the Project Manual. Contractor shall not interfere in any way with, and

shall cooperate fully with, other contractors used by Park District for any other work at the Park District Buildings.

5. Contract Sum

The Park District agrees to pay Contractor for the proper and timely performance of the Work in strict accordance with the Contract, the sum of [enter dollar amount in words] (\$0.00). Payment shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) and as specified in the Project Manual.

6. Cleaning Up

The Contractor shall keep Park District Buildings and surrounding area free from accumulation of waste materials or rubbish caused by performance of the Work. At completion of any portion of the Work, the Contractor shall remove from and about the site waste materials, rubbish, the Contractor's tools, equipment, machinery and surplus materials. If the Contractor fails to clean up as provided in the Contract Documents, the Park District may do so and the cost thereof shall be charged to the Contractor.

7. Safety of Persons and Property

- A. The Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to
 - 1. employees engaged in the Work, Park District employees and patrons, and other persons who may be affected thereby;
 - 2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
 - 3. **other property at the Park District Buildings or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.**
- B. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying users of the Park District Buildings.
- D. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise

utmost care and carry on such activities under supervision of properly qualified personnel.

- E. The Contractor shall promptly remedy damage and loss to the site of the Work caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Park District or anyone directly or indirectly employed by Park District, or by anyone for whose acts Park District may be liable, and not attributable to the fault or negligence of the Contractor.

8. Termination

The Park District may terminate this Contract as follows:

- a. The Park District may, at any time, terminate the Contract in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Contract; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved Work properly performed before the effective date of termination. Contractor shall not be entitled to damages resulting from termination for convenience under this Section.
- b. If Contractor fails to provide the Work as required in the Contract Documents, or otherwise breaches or defaults under any provision of this Contract and does not remedy such failure, breach or default within three (3) business days after demand from the Park District to take corrective action, or in the event of repeated or multiple failures or defaults by Contractor, the Park District may terminate this Contract and enter into an agreement with another Contractor or Contractors to provide the Work. In such event, Park District shall not be liable to Contractor for all or any portion of the Contract Sum. Contractor shall be liable to the Park District and shall pay the Park District promptly upon demand the increased cost to the Park District of obtaining services from the substitute Contractor(s), including, without limitation, the cost of labor and materials

associated with the preparation of bid documents, advertising and attorney's fees.

- c. If Contractor is adjudged as bankrupt, or if Contractor makes a general assignment for the benefit of Contractor's creditors, or if a receiver is appointed on account of Contractor's insolvency, or if any provision of the bankruptcy law is invoked by or against Contractor, then notwithstanding any other rights or remedies granted the Park District, the Park District may, without prejudice to any other right or remedy, (i) immediately terminate the retention of Contractor and/or (ii) finish or cause to be finished the Contractor's services required under this Contract by whatever method and by whichever persons the Park District deems expedient. In such case, Contractor shall not be entitled to receive any payment until the work and/or services are completed. If the unpaid balance of the Contract Sum exceeds: (1) the expenses of completing the work and/or services, including compensation for additional managerial and administrative services, plus (2) the Park District's losses and damages because of Contractor's default (collectively "Park District Expenses and Damages"), such excess shall be paid to Contractor. If the Park District Expenses and Damages exceed such unpaid balance, Contractor shall pay the difference to the Park District promptly on demand and the Park District may resort to any other rights or remedies the Park District may have by law or under this Contract.

9. Insurance and Indemnification

Contractor shall obtain and shall comply with the insurance types and amounts specified in Section V, and indemnification requirements specified in Section VI of the Supplemental Conditions in the Project Manual.

10. Compliance with Laws and Permits

Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations, including but not limited to all other laws specified in the Project Manual. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Contract. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Contract.

11. Time

Time is of the essence for all matters concerning this Contract.

12. Notice

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below or to such other addresses as any Party hereto shall notify the other Party of in writing pursuant to the provisions of this subsection:

FOR THE PARK DISTRICT:

Northbrook Park District
545 Academy Drive
Northbrook, Illinois 60062
Attn: [Kris Scharp]

FOR THE CONTRACTOR:

Contractor
Address 1
Address 2
Attn: [Insert Name]

13. Choice of Law and Venue

This Contract is governed by the laws of the State of Illinois. Any suit or action arising under this Contract shall be commenced in the Circuit Court of Cook County, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Contract, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor, its successors or assigns shall maintain no suit or action, against the Park District on any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within one year of the termination of this Contract. Contractor acknowledges that each provision of this Contract is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Contract is a material breach of the Contract and may be cause for immediate termination of this Contract. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

14. No Third Party Beneficiary

This Contract is entered into solely for the benefit of the contracting parties, and nothing in this Contract is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Contract or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an

express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

15. No Waiver

Waiver of any of the terms of this Contract shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Contract or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of the Contract.

16. Independent Contractor

Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Contract; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Contract, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

17. Non-Assignment

This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District; provided, however, Contractor may assign this Agreement at any time to a parent, subsidiary or related company by giving the Park District prior written notice thereof.

18. Entire Agreement

This Contract contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Contract shall be valid or binding. Modifications to this Contract may only be made in writing and endorsed by the Parties.

19. Headings

The headings for each paragraph of this Contract are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Contract nor in any way affect this Contract.

20. Severability

The invalidity of any section, paragraph or subparagraph of this Contract shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Contract is determined to be unenforceable, such provision shall be deemed severable and the Contract may be enforced with such provision severed or as modified by such court.

IN WITNESS WHERE OF the Parties hereto have set their respective hands and seals the day and year first above written.

NORTHBROOK PARK DISTRICT

By:

Executive Director

Attest:

By:

CONTRACTOR

By:

[Insert title]

Attest:

By:
