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Northbrook, IL 60062
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October 27, 2022

Request for Quotations 0002_2022 - Goose Management Services

Northbrook Park District
545 Academy Drive
Northbrook, IL 60062

The Northbrook Park District is requesting price quotes for Goose Management Services for various locations. Price Quotes will be received until **3:00PM on November 17, 2022**. Quotes may be mailed, faxed or emailed to the attention of: William Meyer, Parks Division Manager: 545 Academy Drive Northbrook, IL 60062, Fax: 847-205-1154; email: wmeyer@nbparks.org.

The Northbrook Park District will accept the lowest responsible Quote, considering terms of delivery, quality, conformity with specifications and serviceability, or may reject all Quotes without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by any Contractor against the Northbrook Park District. The Northbrook Park District reserves the right to waive irregularities in any Quote.

If approved the contract shall include this request for Quotation including the attached Scope of Work titled 'Goose Management Services', and area maps.

Terms for payment are governed by the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*, Invoices should be sent following the acceptance of materials, supplies or equipment by the Northbrook Park District and should include the following information:

1. Name address and phone number of the Contractor
2. Invoice number
3. Itemized statement of services
4. Complete W-9
5. Waivers
6. Certified Payroll (if required)

Signed copy must accompany the Submittal

Signature _____

Date _____

Company _____

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Instructions

1. Examination of Site

Contractors shall visit the site prior to submitting their quote. Submission of the quote proposal implies that the Contractor has visited the site and has taken into consideration all conditions that may affect the project. It is the responsibility of the Contractor to comply with all specifications, state and local codes, permits, fees and inspections. No compensation will be made for difficulties in which the Contractor could have reasonably discovered prior to providing a quote.

2. Prices

The prices are to include the delivery of all materials; plants, equipment, supplies, tools, scaffolding, transportation, insurances, bonds, warranties, 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.

3. Tax Exemption

The Northbrook Park District is not subject to federal excise or Illinois retailer's occupation tax.

4. Guarantee and Warranty

The successful Contractor warrants to the Northbrook Park District that all workmanship, 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 workmanship, materials, supplies and equipment will conform to the Specifications. Workmanship, 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 Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

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 sign over warranties and guarantees to the Northbrook Park District. 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.

5. Materials

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.

6. Law Compliance

All work shall comply with all federal, state, county and local laws, ordinances, rules and regulations and orders that in any manner pertain to this work. Such laws, ordinances, rules and regulations and orders shall be considered a part of these documents. Lack of knowledge on the part of the Contractor will in no way be cause for release of this obligation. Unless as otherwise specified by the Contract Documents, the Contractor shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under the Contract. The Northbrook Park District reserves the right to reject any quote, cancel any contract and pursue and legal remedies deemed necessary if it becomes aware of a violation of any laws on the part of the Contractor.

7. Liability Insurance

The Contractor shall purchase from and maintain in a company/companies, lawfully authorized to do business in the jurisdiction in which the Project is located, such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. claims for damage because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of a conduct directly or indirectly related to employment of such person by the Contractor, or (2) by another person;

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5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and claims involving contractual insurance.

The insurance required by shall be written for not less that limits of liability specified below or required by law, whichever coverage is greater. Coverages shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment. All coverage shall be primary with respects to all claims arising out of operations performed by or on behalf of the Contractor.

A. Commercial General Liability

- | | |
|------------------|---|
| i. \$2,000,000 | General Aggregate |
| ii. \$2,000,000 | Products/Completed Operations Aggregate |
| iii. \$1,000,000 | Personal Injury |
| iv. \$1,000,000 | Each Occurrence |
| v. \$100,000 | Fire Damage |
| vi. \$10,000 | Medical Expenses |

1. Products and completed operations coverage shall be maintained for three (3) years after final payment.
2. Insurance will provide "X, C and U" (Explosion, Collapse and Underground Hazard) coverage as applicable.
3. Policy shall be endorsed to have General Aggregate apply to this project only.
4. Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. The coverage afforded the Owner shall be primary with respect to claims arising out of operations performed by or on behalf of the Contractor. Any insurance or self-insurance maintained by Owner shall be in excess of Contractor's coverage and shall not contribute to it. The insurance company's liability shall not be reduced by the existence of such other insurance or self-insurance.
5. 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 and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

B. Automobile Liability Insurance

- | | |
|------------------|-------------------------|
| i. \$1,000,000 | Combined Single Limit |
| ii. \$1,000,000 | Uninsured Motorists |
| iii. \$1,000,000 | Under-insured Motorists |

1. Coverage to include all owned vehicles, non-owned vehicles and hired or rented vehicles

C. Umbrella Excess Liability

- | | |
|-----------------|------------------------|
| i. \$2,000,000 | Each Occurrence |
| ii. \$2,000,000 | Aggregate |
| iii. \$10,000 | Self-Insured Retention |

1. The Owner shall be named as "Additional Insured" on the commercial general liability policy of the general Contractor and/or subcontractor of any tier on a primary, non-contributory basis, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any.
2. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

D. Workers Compensation, Occupational Disease and Employer's Liability Insurance

- i. State (in which this contract is performed): Statutory limits
- ii. Applicable Federal (if any): Statutory limits
- iii. Employer's Liability (\$1,000,000) each accident for bodily injury by accident or each employee for bodily injury by disease

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- iv. If Owner has not been included as an additional insured under the Commercial General Liability 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.

E. Installation Floater

Each Contractor shall maintain proper insurance to cover any loss or damage to material, product and/or item of equipment, at full replacement value, to be used on or in the project until such time that the material, product and/or item of equipment is made permanently part of the building, structure or project.

8. Insurance Provisions

A. Evidence of Insurance

Prior to beginning work, Contractor shall furnish the Northbrook Park District with certificates 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 the Northbrook Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Northbrook Park District shall be by certified mail, return receipt requested.

Failure of the Northbrook Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Northbrook Park district to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The Northbrook Park District 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 the Northbrook Park District.

Failure to maintain the required insurance may result in termination of this Contract at the Northbrook Park District's option.

With respect to insurance maintained after final payment in compliance with the requirement above, additional certificates evidencing such coverage shall be promptly provided to the Northbrook Park District whenever requested.

The Contractor shall provide certified copies of all insurance policies required above within 10 days of the Northbrook Park District's written request for said copies.

B. Acceptability of Insurers

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

C. Cross-Liability Coverage

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

D. Deductibles and Self-Insured Retentions

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

E. Subcontractors

The Contractor shall cause each subcontractor employed by the Contractor to purchase and maintain insurance of the type specified above. When requested by the Northbrook Park District, the Contractor shall furnish copies of certificate(s) of insurance evidencing coverage for each subcontractor. Proof of coverage shall be provided prior to start of work.

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9. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Northbrook Park District and their 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.

11. Substance Abuse Prevention Act and Drug Free Workplace Act

The Contractor shall comply and cause all subcontractors to comply with the requirements and provisions of the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 *et. seq.*), including filing a written substance abuse prevention program with the Northbrook Park District for the prevention of substance abuse among its employees prior to the commencement of the work. The Contractor shall also comply with the Drug Free Workplace Act (30 ILCS 580/1 *et. seq.*).

12. Human Rights Act

All successful Bidders must comply with the provisions of the Illinois Human Rights Act (Act) dealing with equal employment opportunities (775 ILCS 5/2-105), including equality of employment opportunity and all Illinois Department of Human Rights regulations. The Contractor also must provide for the adoption and implementation of written Sexual Harassment Policies pursuant to the Act.

13. Equal Employment Opportunity

The Contractor and all subcontractors shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include but is not limited to: employment, upgrading, demotion and transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of the Equal Opportunity Clause.

14. Fair Employment

Bidder's signature on the Bid Form will be construed as acceptance of and willingness to comply with all provisions of the acts of the General Assembly of the State of Illinois relating to wages of laborers, preference to citizens of the United States and residents of the State of Illinois, and discrimination and intimidation of employees. Provisions of said act are herein incorporated by reference and become a part of this Proposal and Specifications.

15. Performance of the Services

Contractor agrees to perform all Services in a good and workmanlike manner. In performance of the Services, Contractor shall not interfere in any way with and shall cooperate fully with District employees and any other contractors procured by the District.

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Goose Management Services Request For Quotations Form

Proposal of _____.

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

doing business as _____

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

The Contractor, in response to your Request for Quotes for **Goose Management Services** having examined the Specifications and other Contract documents, hereby proposes to furnish and deliver all materials and supplies in accordance with the Contract Documents and install same, within the time set forth therein and at the prices stated below. These prices are to cover all expenses including delivery to Northbrook, Illinois.

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

Addenda Numbers: _____, _____, _____, _____, _____, _____

Contractor hereby agrees to start work within ten (10) days after receipt of "Notice to Proceed" from the Owner and to substantially complete the project as specified in the Proposal Packet.

Contractor agrees to perform all of the work described in the Contract Documents for the following price:

Term- The term of this agreement may be extended for two (2) additional one-year periods if approved by the District. Additional term pricing will include twenty-three (23) weeks for the following locations: Wood Oaks Green Park, Anetsberger Golf Course and Techny Prairie Park and Fields; and twenty-seven (27) weeks for Heritage Oaks Golf Club.

BASE QUOTE:

****Base quote does not include oiling or adding eggs. Depredation will be provided on an as needed basis for the amount specified in the unit pricing section of this bid form.****

TOTAL FOR 2023 \$ _____

TOTAL FOR 2024 \$ _____

TOTAL FOR 2025 \$ _____

THREE YEAR TOTAL \$ _____

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UNIT PRICES

1. UNIT PRICING INCLUDED IN BASE QUOTE:

SITES	Weekly Cost	2023 (extension)	Weekly Cost	2024 (extension)	Weekly Cost	2025 (extension)
		Total Year 1		Total Year 2		Total Year 3
Wood Oaks Green Park						
Heritage Oaks Golf Club						
Anetsberger Golf Course						
Techny Prairie Park & Fields						

Total for 2023 \$ _____

Total for 2024 \$ _____

Total for 2025 \$ _____

Total for all Three Years \$ _____

(Record values on first page of Quote Form)

2. UNIT PRICING NOT INCLUDED IN BASE QUOTE:

Depredation (oiling and adding of eggs) per Nest cost.

1. Per Nest 2023: \$ _____

2. Per Nest 2024: \$ _____

3. Per Nest 2025: \$ _____

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In submitting this price quote, it is understood that the right is reserved by the Owner to reject any and all submittals and it is agreed that this Quote may not be withdrawn and must be valid for a minimum of 30 days after submittal.

The Contractor hereby certifies:

- A. That this quote is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. That he has not directly or indirectly induced or solicited any other Contractor to put in a false or sham quote.
- C. That he has not solicited or induced any person, firm, or corporation to refrain from submitting a price quote.
- D. That he has not sought by collusion or otherwise to obtain for himself any advantage over any other Contractor or over the "Owner".
- F. That he is in compliance with the Criminal Code Act of 1961, Article E-11, Public Contracts, and Public Act 85-1295.
- G. That all materials, methods and workmanship shall conform to the drawings, specifications, manufacturer's standards and specifications.

By _____
(Sign and Date)

FIRM NAME _____

(Address)

(Print Name)

(Fax)

(Phone)

(Email)

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/she is authorized to act on behalf of Contractor, and that he/she executed the foregoing Quote Form as his/her free act and deed and as the act and deed of Contractor.

Dated: _____ 20____.

My commission expires: _____

(Notary Seal)

(Notary Public)

NORTHBROOK PARK DISTRICT

SCOPE OF WORK GOOSE MANAGEMENT SERVICES

Description

Under the direction of authorized staff, the contractor shall provide goose management services at the locations listed below within the village of Northbrook in accordance with federal, state and local laws and the requirements of the Illinois Department of Natural Resources (IDNR). All aspects of services must be provided by one vendor. Services shall include but not limited to:

- Goose hazing with trained dogs
- Goose egg removal and nest destruction

Locations

Sites for goose management are listed below. The Park District reserves the right to add and remove locations at the Districts discretion. Park and Golf site maps have been provided in the appendix section with goose management areas outlined, but service is not limited to the outlined areas if required.

- Wood Oaks Green Park, 1150 Sanders Road
- Heritage Oaks Golf Club, 3535 Dundee Road
- Anetsberger Golf Course, 1750 Techny Road
- Techny Prairie Park & Fields, 1750 Techny Road

Goose Management

- The contractor shall be onsite to perform harassment techniques a minimum of once per day, seven days per week during the contracted period.
- The contractor must fluctuate the time of onsite visits so they don't develop into a predictable pattern or time.
- The contractor must make contact the Parks Division Manager when going onsite at any location.
- The contractor will provide a monthly report indicating the date of service, handler, time in, number of adult geese, number of goslings and comments and observations
- The contractor shall perform goose control services in a manner that minimized disruption to the operation of the Park District owned and operated golf course, facility or park.
- The contractor must have a letter of authorization from the Park District to operate a motor vehicle on any Park District pathway.
- All work to be completed in a workmanlike manner according to standard practices.
- Contractor shall complete all the necessary applications for the required state permit.
- Goose egg depredation includes; locating nest(s), oiling and or addling eggs as soon as the full clutch is laid and before incubation begins and the removal and burial at the end of the nesting season. Depredation will be provided on a per nest basis at unit prices established in the quote form. Contractor is required to inform contract manager prior to proceeding with depredation.
- The Park District shall provide safe access to roof, including ladders, if necessary, for services to be performed on roof nests.
- Contractor agrees to abide by all IDNR rules and regulations governing egg / nest destruction activities.
- Contractor will provide office administrative follow-up and report filing with the State.
- Contractor will provide the Park District with copies of all nest and egg destruction data submitted to the IDNR, for Park District properties.
- Any alterations or deviation from the above specifications involving extra costs will be executed only upon written notice, and will become an extra charge change order.

Contract Period

Spring:

March 20, 2023 to May 26, 2023 - **All locations** (10 Weeks)

Fall:

August 21, 2023 to November 17, 2023 - **All locations** (13 Weeks)

November 20, 2023 to December 15, 2023 Heritage Oaks Golf Club only (4 Weeks)

NORTHBROOK PARK DISTRICT

Contract Term

The term of this agreement may be extended for two (2) additional one-year periods if approved by the District. Additional term pricing will include twenty-three (23) weeks for the following locations: Wood Oaks Green Park, Anetsberger Golf Course and Techny Prairie Park and Fields; and twenty-seven (27) weeks for Heritage Oaks Golf Club.