

**CHARTER TOWNSHIP OF UNION AND
CITY OF MOUNT PLEASANT**

ISABELLA COUNTY, MICHIGAN

**REQUEST FOR PROPOSALS, INSTRUCTIONS TO PROPONENTS AND
GENERAL SPECIFICATIONS**

MOSQUITO CONTROL PROGRAM

CONTRACT PERIOD JANUARY 1, 2016 THROUGH DECEMBER 31, 2016

The Charter Township of Union and the City of Mount Pleasant invite qualified firms to submit sealed proposals for a joint Township and City mosquito control program.

Proposals must be made in accordance with the Instructions to Proponents and General Specifications provided below.

The proposal includes a one (1) year contract, beginning on January 1, 2016, and proceeding through December 31, 2016. Copies of the proposal forms are available at the Public Works Building, 1303 N. Franklin St., Mt. Pleasant, MI 48858. Forms may also be downloaded from the City of Mt. Pleasant's website at www.mt-pleasant.org.

To be considered as a qualified respondent, five copies of the Proposal Package must be submitted in a sealed envelope and clearly marked **RFP: MOSQUITO CONTROL PROGRAM**, and received by the City of Mt. Pleasant at the City Clerk's Office address listed below by 1:30 p.m., 9/1/15. Proposal packages must be mailed or delivered to the following address:

City Clerk's Office
320 West Broadway Street
Mt. Pleasant, MI 48858-2447
(989) 779-5361

Any packages received after this date and time will be deemed unresponsive. The City and Township reserve the right to accept or reject any and all proposals, to re-solicit proposals, to waive any irregularities, to negotiate pricing, and to select the proposal deemed to be in the best interest of the City and Township. Issuance of this RFP does not obligate the City and Township to award a contract nor are the City and Township liable for any costs incurred by the proponent in the preparation and submittal of the proposal.

**CHARTER TOWNSHIP OF UNION
AND CITY OF MOUNT PLEASANT
MOSQUITO CONTROL PROGRAM**

**REQUEST FOR PROPOSALS
INSTRUCTIONS TO PROPONENTS**

I-1. Qualification Requirements

Proposals are sought only from responsible proponents known to be experienced and regularly engaged in work of similar character and scope to that covered in the Request for Proposals (RFP). Satisfactory evidence that the proponent has the necessary capital, equipment, personnel, experience, etc. to do the work shall be required.

I-2. Submission of the Proposal

All proposals shall be submitted no later than 1:30 p.m. Tuesday September 1, 2015 (the submission deadline). Sealed proposals shall provide detailed pricing for proposed work and must be signed by the proponent.

Any proposal received after the submission deadline shall not be accepted nor considered.

All information submitted in the proposal, including but not limited to, bid prices, equipment, etc. shall remain valid and in effect for at least ninety (90) days after the submission deadline.

The bid prices shall include prices for three different options as follows:

- 1. Mosquito control for Union Township under one contract**
- 2. Mosquito control for City of Mt. Pleasant under one contract**
- 3. Mosquito control for Union Township and City of Mt. Pleasant under one joint contract with costs separated by municipality.**

Provide bid prices for the three options for a one year contract with the option of two one-year renewals. Provide renewal costs for year two and year three. The Township or City may choose to enter into a contract with the selected proponent separately or under a joint contract.

I-3. Proposal Security and Evidence of Insurance

As a security, each proposal must be accompanied by a Bid Bond by a recognized Surety Company similar to a U.S. Government Standard Form Bid Bond or a certified check of the proponent, drawn on a responsible bank, in the amount equal to Five Thousand Dollars (\$5,000). Said security is subject to forfeiture to the City in the event the successful proponent fails to enter into an acceptable agreement to do the work within the terms specified in the proposal.

Each proposal must also be accompanied by a certificate of insurance evidencing the coverages set forth in the General Specifications.

I-4. Scope of Work

The work under this Contract shall consist of the items contained in the Proposal, Instructions to Proponents, and General Specifications including all incidentals necessary to fully complete said work in accordance with the Contract Documents executed.

I-5. Alternative Scope of Work

The proponent, in addition to a proposal for the scope of work outlined in the General Specifications, may submit an alternate proposal that incorporates a scope of work that differs from the one outlined above. The proponent must show evidence that:

1. The alternate proposal is cost effective.
2. The alternate proposal provides a level of mosquito control that is equal to or better than the scope of work outlined in the General Specifications.

The City and Township reserve the right to accept or reject any alternate proposals.

I-6. Conditions

Each proponent shall fully acquaint itself with the conditions relating to the scope and restrictions attending the execution of the work proposed under the Contract. Proponents shall thoroughly examine and be familiar with the General Specifications.

I-7. Addenda and Explanations

Explanations desired by a prospective proponent shall be requested in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each proponent. Every request for such explanation must be submitted by e-mail to Stacie Tewari, City Engineer, at stewari@mt-pleasant.org. Questions must be received by 8/25/15. No inquiry received after this date will be given consideration. Answers will be posted on the city website.

Addenda issued to proponents prior to the submission deadline for receipt of proposals shall become part of the RFP and Contract Documents, and all Proposals shall address the addition/revision/clarification/etc., described in the Addenda.

I-8. Name, Address and Legal Status of the Proponent

The Proposal must be properly signed and the address of the proponent given. The legal status of the proponent, (corporation, partnership or individual), shall also be stated in the proposal.

I-9. Additional Information

Proposals shall include the following supporting data regarding the qualifications of the proponent:

- a. An itemized list of the proponent's equipment available for use on the Contract.
- b. List of five (5) relevant municipal references, including address and telephone numbers.
- c. A current list of State of Michigan licenses.
- d. A list of complaints against and/or investigations of the proponent brought by any Federal,

State, County or Local agency.

- e. A list of all proposed chemical/Insecticide product labels and MSDS sheets.
- f. Any other pertinent information considered by the proponent as an aid in determining the proponent's qualifications.

I-10. Qualifications and Proposals.

All qualifications and proposals submitted shall, after opening, be considered public documents and therefore subject to disclosure under the Michigan Freedom of Information Act.

I-11. Opening of Proposals

All proposals received by the submission deadline shall be publicly opened and read at 1:30 p.m. Tuesday September 1, 2015. All proponents are invited to be present.

I-12. Rejection of Proposals

The City and Township reserve the right to reject any and all proposals, waive any informality in any proposal, or to accept any proposal should it be deemed to be in the City's and Township's best interest to do so.

I-13. Contract Execution

The proponent to whom the Contract is awarded shall, within sixty (60) calendar days of notice from the City/Township, enter into a written contract with the City/Township and furnish bonds, insurance, etc. as hereinafter specified. Failure to execute a Contract or to furnish the necessary bonds, insurance, etc. shall be considered cause for annulment of the award and forfeiture of the proponent's Proposal Security (bid bond or certified check).

I-15. Term of Contract

The City and Township seek to have the Mosquito Control Services Contract be in effect for a term of one (1) year, beginning January 1, 2016.

CHARTER TOWNSHIP OF UNION AND CITY OF MOUNT PLEASANT MOSQUITO CONTROL PROGRAM

REQUEST FOR PROPOSALS GENERAL SPECIFICATIONS

GS-1. General Requirements

The selected contractor shall be a responsible and established contractor, who has the experience and is regularly engaged in work of similar character and scope to provide mosquito control services.

GS-2. Scope of work

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

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

GS-3. Detailed Scope of Work

1. Inspection services and reports
 - a. Application of all insecticides and chemicals shall be in strict compliance with the procedures and application rates approved by the United States Environmental Protection Agency (EPA), the State of Michigan Department of Agriculture, the manufacturers' label for the insecticide/pesticide, and any other pertinent regulations.
 - b. The contractor shall perform routine inspections of all potential larval breeding sites and areas including, but not limited to, floodplains, wetlands, ponds, waterways, swamps, flooded woodlots, culverts, catch basins and temporary sites (ditches, yards, etc.), throughout the traditional mosquito season. All potential breeding sites are to be mapped out, numbered and entered into a master database. The contractor shall confirm the actual amount of required inspection and treatment areas.
 - c. The contractor shall supply and maintain a minimum of four (4) light traps to Union Township and two (2) light traps to the City of Mount Pleasant throughout the traditional mosquito season for the purpose of mosquito population and activity monitoring. The contractor shall service each trap three (3) times each week. The contractor shall maintain a record of mosquitoes collected and identified.
 - d. The contractor shall maintain a customer service telephone number or "hot line" for residential inquiries, requests and nuisance complaints, (see Operations below). The

contractor shall respond to residential complaints within 24 hours, weather permitting.

- e. The contractor shall prepare a monthly report summarizing the results of breeding site inspections, light trap operations, adult spraying operations, a general summary of mosquito control activities and any other information requested by the municipality. In addition, the monthly report should include responses to "Hot Line" calls. The contractor shall prepare and provide to the City and Township, not later than the first week of December, an evaluation report of the mosquito control program for the prior season. Said report shall correlate control measures applied with light trap counts, larval surveys, nuisance complaints, and other pertinent data. Each potential breeding site shall be identified by a site number. Records shall be maintained showing inspection dates and larvae count.

2. Larviciding and Biological Control

- a. The contractor shall larvicide by backpack or ground vehicle approximately 50 acres (City of Mt. Pleasant) and an estimated 150 acres (Union Township) of larval breeding area for mosquito control. Said treatment shall be performed by applying five percent BTI granular larvicide at an EPA approved rate of 5.0 lbs. per acre or comparable method. Said treatment shall be completed by May 1.
- b. The contractor shall larvicide by backpack approximately 150 acres (City of Mt. Pleasant) and an estimated 400 acres (Union Township) acres of low-lying, wet breeding areas for general larval control throughout the season. Said treatment shall be by applying five percent BTI granular, Liquid BTI or comparable larvicide at an EPA approved rate of 5.0 lbs. per acre or other comparable method.
- c. Contractor shall treat all identified catch basins, (approximately 2,300 City of Mt. Pleasant and an estimated 250 Union Township), to provide larval control for a minimum period of 150 days.

3. Adult Mosquito Control

- a. The contractor shall apply by power backpack approximately 25 lineal miles (City of Mt. Pleasant and 20 lineal miles (Union Township) of mosquito harborage sites (vegetation, foliage, shrubs, etc., typically in residential areas.) to aid in the control of mosquito infestation and response to residential nuisance complaints of excessive mosquito activity. Said treatment shall be by application of a low-toxicity, residual permethrin at EPA approved rates of 0.5 lbs. active ingredient per acre or comparable method.
- b. The contractor shall treat an estimated fourteen (14) weekly applications, as deemed necessary, all City (approx. 76 miles) and Township (approx. 94 miles) roads for adult mosquito control by vehicle mounted Ultra Low Volume (ULV) foggers. Said treatment shall be by application of permethrin, sumethrin or organophosphate insecticides at EPA approved application rates at a maximum vehicle speed of fifteen (15) miles per hour, ambient temperatures are above 55°F and wind speeds are less than ten (10) miles per hour. Contract prices shall reflect the actual street mileage treated (sprayed) by the contractor, not to include travel mileage driven by the contractor to and from start point of route to perform

- required work, nor any additional mileage driven by the contractor in completing the route of required work within the city and township (mileage driven without applying a treatment).
- c. The contractor shall maintain a residential off-road directory which encompasses the names and addresses of city/township residents that have requested the contractor drive upon their property and perform ULV applications for mosquito control. Said application to be performed in conjunction with weekly city/township road spraying.
 - d. The contractor shall apply by backpack a Special Event Spraying of a residual permethrin insecticide to create a perimeter barrier application and control of adult mosquito re-infestation. Said treatment shall be by application of a low-toxicity, residual permethrin at EPA approved rates of 0.5 lbs. active ingredient per acre or comparable method. Special Event Spraying shall include individual resident yard spraying for scheduled outdoor parties, barbeques, etc. or any other area designated by the city/township.

GS-4. Operations

1. The contractor shall perform all work in full compliance with all federal, state and local requirements. In particular, the contractor shall comply fully with all requirements of the Michigan Department of Agriculture's Regulation No. 637 regarding pesticide use.
2. The contractor shall provide and maintain sufficient licensed and/or certified manpower and equipment capable of performing the scope of work. All drivers, applicators and other persons coming in contact with chemicals and insecticides shall be duly trained, licensed and certified as required to perform their duties by the EPA, the State of Michigan and/or any other applicable governmental agency. The contractor shall provide the names and licenses/certifications of all personnel assigned to work within the city/township upon request.
3. The contractor shall complete mosquito control vehicle mounted ULV adulticiding activities between dusk and dawn. A regular schedule is most desirable for residents to be aware of the program and the effects of the program. It is understood that weather conditions and/or lack of mosquito activity will have a significant impact on ULV adulticide applications.
4. The contractor shall maintain a twenty-four hour customer access telephone number (hot-line) to receive mosquito annoyance complaints, special event requests and inquiries from township/city residents. A log shall be maintained identifying the name, address, telephone number, type of complaint/inquiry and the response from the contractor. A current list of calls shall be included in the monthly reports.
5. The contractor shall maintain a Shut-Off List of those residents and properties requesting that truck-mounted ULV applications not be performed in close proximity to their property. A current copy of said list shall be forwarded to the township and city offices. For those properties included on the Shut-Off List, the contractor shall place a highly visible marker (reflector, stake, etc.) at the property limits of the resident. Said markers shall be located in such a manner as to be visible from the street to properly identify the boundaries (start and end) of when the applicators should "shut-off" the ULV application. The cost of

providing and maintaining said markers shall be borne by the contractor. The estimated number of such requests is fifty (50) each year per municipality for a total of one hundred (100).

6. The contractor shall maintain a Notification List of those residents and properties requested to be notified prior to truck-mounted ULV applications in their area. A current copy of said list shall be provided to the township and city offices.
7. The contractor shall cease/shut-off vehicle-mounted applications far enough from any pedestrians in close proximity to streets and the applicator.
8. The contractor shall maintain a quality control program which will ensure the personnel and equipment utilized in the performance of the scope of work meet the requirements of the contract, including periodic follow-up and on-site inspections to confirm the effectiveness of mosquito control operations.
9. The contractor shall maintain and update a service delivery map, accurately depicting the contractor's service delivery area/route. A copy of said map shall be provided to the township/city upon request.
10. The contractor shall maintain and update a complete and current file of all chemical and insecticide labels and their corresponding Material Safety Data Sheets (MSDS). Copies of said documents shall be provided to the township and city prior to their use. The township/city has the right to review and approve/reject the use of any and all chemicals/insecticides used within the township/city prior to their use.
11. The contractor shall maintain and provide its personnel with appropriate and required personal protective equipment (PPE) in accordance with the chemical/insecticide label directions and precautions.
12. The contractor shall develop, maintain, implement and adhere to a written drift management plan, to minimize undesired off-target drift of applied chemicals/insecticides.

GS-5. Compliance with Laws

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

GS-6. Term of Agreement

This Agreement shall be effective as of January 1, 2016 and shall expire at 12:00 a.m. January 1, 2017, unless otherwise extended by mutual agreement of the Township, City and the Contractor.

GS-7. Nondiscrimination

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

GS-8. Insurance

The contractor shall at all times during the contract, maintain in full force and effect Employers Liability, Workers Compensation, Public Liability, Property Damage and Comprehensive Chemical/Pollution Liability Insurance, including liability coverage. Union Township, the City of Mount Pleasant, Public Officials and township and city employees shall be included as additionally insured.

All insurance shall be by insurers and for the policy limits acceptable to the township and city prior to commencement of work. The contractor agrees to furnish certificates of insurance satisfactory to the Township and City. The certificates shall contain the following express obligation:

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

For the purpose of the proposed contract, the contractor shall carry the following types of insurance with the minimum limits specified below:



City of Mt. Pleasant

Administrative Memo #8-78

Issued: October 10, 1978
Revised: September 28, 1979

SUBJECT: Minimum Insurance Requirements for Contractors

SUMMARY:

The provision of adequate insurance by persons and businesses working for the City or on street right-of-way is essential to protect the public from the costs of injury or damage and to protect the City from unnecessary liability resulting from the acts of persons and businesses working for the City. Minimum insurance requirements are needed to provide this protection.

MEMO:

Persons or businesses which provide professional services to the City under the terms of a written contract or provide labor and/or material to accomplish work for the City or for others on or over street right-of-way or other City property shall carry insurance and bonds to protect the public and the City from exposure to unnecessary financial risks.

Prior to signing of contracts, issuance of purchase orders or permits or other authorization to begin work, certificates of issuance evidencing the purchase of insurance amounts not less than required by this Administrative memo or bid specifications, whichever is greater, shall be filed with the City Clerk. Such certificates shall:

- I. Show that the insurance is currently in force and termination date of each policy.
- II. State the limits of liability of the policies covered by the certificate.
- III. Be issued to the City of Mt. Pleasant as the certificate holder.
- IV. Provide that the City will receive not less than 10 days written notice of the cancellation of any listed policy.
- V. Be issued in the name of an insurance company authorized to conduct business in the state of Michigan.

Required bonds shall be filed with the City Clerk prior to the signing of contracts or other authorizations to proceed with work.

Insurance and bonds shall meet or exceed the following requirements. Exceptions to recognize more or less hazardous operations and financial risks should be considered and with approval of the City Manager may be made in specifications or contract requirements prior to awarding contracts or issuing purchase orders.

Insurance Requirements

Type	Limit of Liability	City Contractors	Contractors on R.O.W.
Worker's Compensation and Employer's Liability	Statutory Coverage B \$100,000	X	X
Public Liability			
Bodily Injury	\$250,000 each person	X	X
	\$500,000 each accident	X	X
Property Damage	\$250,000 each accident	X	X
	\$250,000 each aggregate	X	X
Automobile Liability			
Bodily Injury	\$250,000 each person	X	X
	\$500,000 each accident	X	X
Property Damage	\$250,000 each accident	X	X
	\$250,000 each aggregate	X	X
Additional Insured			
Clause	Union Township and City of Mt. Pleasant to be specifically named in policy as additional insured.	X	X
Excess liability (required unless risk nominal)	\$1,000,000 each occurrence	X	

Persons or businesses engaged to provide labor and material in an amount in excess of \$10,000 or who will receive partial payments as work progresses will provide labor, performance and materials bonds equal to the value of the work being performed. Such bonds are not required where the work to be done is of a type in which the failure to perform will not adversely affect the City's ability to function or increase the City's cost of completing the work.

GS-9. Indemnification

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

GS-10. Transferability

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

GS-11. Invoicing and Payments

Payments to the contractor shall be made once per month during the traditional mosquito season (April through September, inclusive) based upon the actual contract price divided into six equal monthly payments.

Should actual prices be different than original contract price based upon actual amount of services provided, the final monthly payment shall be adjusted accordingly. Said payments shall be made following approval by the Union Township Board and City of Mt. Pleasant Commission.

GS-12. City and Township's Right to Terminate Contract

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

GS-13. City and Township's Right to Modify Contract

The City and Township reserve the right to negotiate with the contractor for changes in the terms of the contract and to make adjustments relative to the implementation of a change which reduces or modifies the need for a mosquito control program. If the City and Township and the contractor are unable to agree upon a revised contract, the City and Township may seek new proposals and upon a minimum of thirty (30) days written notice from the City and Township, may terminate the unexpired portion of the proposed contract. The City and Township shall not be liable for any cost under this section beyond the proposed contract price for the period when service is actually provided.

GS-14. Breach of Contract

In the event any provision of the proposed contract is breached by the contractor, the City and

Township shall provide written notice to the contractor of the breach or pattern of behavior that constitutes the breach and allow the contractor a reasonable amount of time to cure the breach or pattern of behavior. If the breach or pattern of behavior that constitutes the breach is not corrected, then the City and Township shall have the right to terminate the contract.

GS-15. Public Convenience and Safety

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