

REQUEST FOR PROPOSAL

#6401

**LANDSCAPING & MAINTENANCE
SERVICES**

FOR

WASHTENAW COUNTY FACILITIES

Prepared By

Washtenaw County Purchasing
Administration Building
220 N. Main, B-35
Ann Arbor, MI 48107

Crystal A. Wake, C.P.M., CPPB
Senior Buyer
(734) 222-6760





WASHTENAW COUNTY
Finance Department

Purchasing Division

220 N. Main, Ann Arbor, MI 48107-8645
Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL # 6401

March 31, 2008

Washtenaw County Purchasing Division on behalf of Support Services – Operations & Maintenance Division is issuing a Sealed Request for Proposal (RFP) #6401 for Landscaping and Maintenance Services for various Washtenaw County Facilities.

Sealed Proposals: Vendor will deliver **one (1) original** and **two (2)** copies which are clearly marked to the following address: Removed remark about original signatures

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
Ann Arbor, MI. 48107**

by 4:00 p.m. on TUESDAY APRIL 15, 2008.

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- Please clearly mark the envelope with "**SEALED RFP #6401**".
- Please direct purchasing and procedural questions regarding this RFP to Crystal A. Wake at wakec@ewashtenaw.org or **734-222-6760**.
- Please direct any technical questions to Rick Farrell at farrellr@ewashtenaw.org or **734-973-4982** or Tammy Richards at richardt@ewashtenaw.org or **734-222-6568**.

Thank you for your interest.

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I. PROPOSAL

Definitions: “County” - Washtenaw County in Michigan.

“Bidder” - an individual or business submitting a bid to Washtenaw County.

“Contractor” - one who contracts to perform work or furnish materials in accordance with a contract.

Purpose of Proposal:

Washtenaw County has a requirement for Landscaping and Maintenance Services at various County locations for the period of two (2) years with the option to renew for an additional two (2) years.

Proposal Terms:

- A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, the Contractor’s qualifications and capabilities to provide the specified service, and other factors which Washtenaw County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County’s specifications and needs.
- B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures. The County reserves the right to accept or further negotiate cost, terms or conditions of any bid or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.
- C. Proposals must be signed by an official authorized to bind the Contractor to its provisions for at least a period of 60 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
- D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP’s may be adjusted to allow for revisions. The entire proposal document with any amendments should be returned in **triplicate**. To be considered, original proposal and two copies must be at the County Purchasing Office on or before the date and time specified.

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- E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the contractor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.

II. PROPOSAL SPECIFICATIONS

The proposal must include all the following information. Failure to include all of the required information WILL result in disqualification of the bidder.

- A. The responding bidder's qualifications, years in business, experience in providing the level and type of service specified in the proposal.
Attach as Addenda A
- B. The bidder must identify the business entity as individual, assumed name, partnership (naming Partners), or corporation.
Attach as Addenda B
- C. The number of Full-time, Part-time employees and Salaried Supervisory employees available to perform the services specified in the proposal.
Attach as Addenda C
- D. The bidder must list at least three (3) current references where they are currently providing services specified in the proposal. Include Company name, Contact name and telephone number.
Attach as Addenda D
- E. Concur that Contractor will adhere to all Contract Provisions outlined in Section III - Standard Contract Provisions.
Attach as Addenda E

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III. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions that will become a part of any formal agreement. Vendor will list Washtenaw County as additionally insured. These provisions are general principles that apply to all contractors of service to Washtenaw County such as the following:

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to the Facilities Department and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable the Contractor shall submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE V - PERSONNEL

Section 1 - The Contractor will provide the required services personally and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

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ARTICLE VI - INDEMNIFICATION AGREEMENT

The Contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Contractor, any sub-contractor, or any employee, agent or representative of the Contractor or any subcontractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its expense during the term of this Contract, the following insurance:

1. Worker's Compensation Insurance with Michigan statutory limits and Employer's Liability Insurance with a minimum limit of \$100,000 each accident for any employees.
2. Comprehensive General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as an "additional insured" on General Liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired, and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of Michigan No-Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insurers and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not contain endorsements of policy conditions which reduce coverage provided to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

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No payments will be made to the Contractor until the certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by certificates furnished by the Contractor, expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage's and endorsements at least ten (10) working days prior to commencement of services under this Contract. Certificates of insurance shall be addressed to the County Administrator's Office, PO Box 8645, Ann Arbor, MI 48107 and shall provide for 30 day written notice to the certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The contractor will comply with all federal, state and local regulations, including, but not limited to, all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agency, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of the Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

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ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on behalf of the Contractor, shall state that all qualified applicants shall receive consideration for employment without regard to race, color, creed, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief.

ARTICLE XII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap or age.

ARTICLE XIII - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

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ARTICLE XIV - ASSIGNS & SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this Contract without the written consent of the other.

ARTICLE XV – CRIMINAL BACKGROUND CHECK

The Contractor will be responsible for payment of security screening as determined by the County, if applicable. Any employee of the vendor will be subject to an approved criminal background check before entering County facilities.

ARTICLE XVI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVII - PAYROLL TAXES

The Contractor is responsive for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX – PREVAILING WAGE RATES

The Contractor agrees that all craftsmen, mechanics and laborers it employs to work on this project shall, at a minimum, receive the prevailing wages and fringe benefits of the Building Trade Department for corresponding classes of craftsmen, mechanics and laborers for the Washtenaw County area, as determined and published by the Davis-Bacon Division of the United States Department of Labor. Contractor agrees that all subcontracts entered into by the Contractor shall contain a similar provision covering any sub-contractor's employees who perform work on this project.

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ARTICLE XX - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XXI - CHOICE OF LAW AND FORUMS

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is Washtenaw County, Michigan.

ARTICLE XXII - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

IV. TERMS AND CONDITIONS

Award: Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price (See "Low Bid" following), quality of service, the Contractors' qualifications and capabilities to provide the specified service, and other factors which the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County's specifications and needs.

Low Bid: The lowest responsible bid will be based on the cost per month, ability to perform the work and history of performance. Washtenaw County is most interested in the quality of work to be performed and will exercise a high degree of evaluation on the bidder's history of performance.

Term of the Bid: The term of the bid is form two (2) years with the option to renew for an additional two (2) years.

Cost of RFP: The County will not be liable for any costs associated with the preparation, transmittal, or presentation of any materials submitted in response to this RFP.

Bid Response: Vendor must affirm that the costs stated in this RFP will be valid for a minimum of two (2) years after the proposal is submitted.

Term of Contract: The term of the contract will be for a two (2) year term from the date of award. This contract may be extended for an additional two (2) year period with the same terms and conditions if the County and Contractor agree.

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V. GENERAL SPECIFICATIONS

The failure or omission to receive and examine any documents, forms instruments, addendum or other information, or to visit the site and acquaint oneself with conditions existing there shall in no way relieve any individual or organization from any obligation with respect to the proposal or to the contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

The Contractor must provide MSDS sheets for all fertilizers, herbicides and pesticides used on County property. Contractor will be required to indicate for each product whether it is premix or mixed on sight. Specify types of products used to perform the services. Areas are to be soil tested to determine type, amount and frequency of application.

Pesticide and herbicide applications shall be made by certified pesticide applicators. Fertilizer used shall be of minimal odor. The County reserves the right to request alternative products due to environmental or health related issues

SCOPE OF WORK:

The scope of work is for general landscape maintenance for all Washtenaw County sites. This includes but is not limited to maintenance of groundcovers, annuals, perennials, shrubs, trees and irrigation systems shall be provided by the successful bidder. This maintenance shall include but not be limited to application of fertilizers, herbicides, and pesticides, watering, pruning, weeding, deadheading, replacement planting (as approved by the County), loose trash removal, leaf removal, irrigation repair and maintenance, tree removal and spring and fall clean up. The County shall determine the schedule for work to be performed by order of preference for each building within the zones.

- 1) **Annual/Perennial/Shrub Beds** – All bed areas surrounding trees, shrubs, annuals, perennial, buildings, etc. shall be weeded by hand in a labor intensive manner **as often as necessary to discourage unsightly weed growth.**
- 2) **Paved Surfaces** - Paved surfaces shall be weeded as often as necessary to discourage unsightly weed growth. This control shall be accomplished through the selective use of herbicides and mechanical means. Pavement clean up shall be performed by dry sweeping vs pavement hosing.
- 3) **Stone/Mulch Areas** – Grass and weeds shall be controlled with suitable herbicides in all gravel, mulch and ornamental stone areas. Should any unsightly weeds remain after being treated with herbicide, the dead weeds shall then be removed by hand.

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- 4) **Pruning and Trimming** – All trees shall be pruned to their intended growth form and remove dead, broken, and/or crossing over branches. Oak trees may only be pruned in the dormant season. Shrubs are to be kept pruned to their intended form. Hedges shall be trimmed frequently to keep pace with growth rate of the plantings. All winter damage is to be removed from the trees and shrubs in March of each year. Early to mid-summer flowering plants shall be pruned during their dormant season. Early flowering trees and shrubs shall be pruned immediately after flowering to encourage next year flower bud development. Annuals shall have dead flowers removed whenever necessary to enhance the appearance of the bed. A certified Arborist shall supervise all pruning.
- 5) **Mulch** – Double shredded hardwood bark shall be used by the contractor when any mulching is specified or required. This mulch shall be of a fibrous nature derived from six (6) month old well-rotted dark brown shredded native hardwood bark mulch. The mulch shall be consistent in nature and have a minimum particle size of one half (1/2) inch and a maximum length of three (3) inches. The product shall be free of sand, dirt, gravel or any other material inconsistent with the purpose of the mulch. Mulch must not be placed directly against the bark of plants in order to avoid decay. Existing mulched beds shall be maintained at a minimum mulch depth of two (2) inches, and a maximum mulch depth of three (3) inches. Areas to be mulched include but are not limited to the marble planters & trees along sidewalks of County owned and/or operated buildings.
- 6) **Replacement Plantings** – Any plant material not exhibiting normal growth and vigor shall be reported to the County. If it has been determined that the material is beyond reviving, a written report recommending replacement shall be given to the County. This report shall include: (a) identify the location, size and type of plant, (b) identify the reason for decline (c) cost of replacement. No replacement plantings are to be done without consent of the County.
- 7) **Planting Stock & Plantings** - All planting stock must meet the guidelines set by the American Standards for Nursery stock (www.anla.org/applications/Documents/Docs/ANKAStandard2004.pdf). Planting practices shall follow the International Society of Arboriculture planting practices that it recommends to urban Foresters. For the specific depth of the plant, removal of burlap and cutting of wires visit www.treesaregood.com/treecare/tree_planting.aspx.
- 8) **Spring/Fall Cleanup**- Spring/Fall clean-up shall consist of one site visit in April and one site visit in November. The site visits shall entail the removal and disposal of all debris that has accumulated in the bed areas. This debris shall include but not be limited to: leaves, paper, trash, dead plant debris, etc. All collected debris is to be removed from the site at no additional charge to the County and disposed of by an environmentally sound practice.

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Potential Weekly Tasks All Locations:

- 1) Inspect flowers, shrubs and trees for needed water, fertilizer & pest control. Apply as needed.
- 2) Inspect planting beds for weeding, trash removal & mulching. Provide weeding, trash removal & mulching as needed.
- 3) Inspect trees for damage and needed pruning. Provide as needed.
- 4) Replace any flowers or plants as needed.
- 5) Inspect lawn areas for any bare spots. Reseed as necessary.
- 6) Inspect sidewalks and parking lots for weed control.
- 7) Provide documentation indicating where/when the above work has been completed on a weekly basis. Report to be submitted to the Facilities Management Director and/or his designee.

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LOCATIONS BY ZONE

The County shall determine the order preference for the work schedule to be performed for each building within the zones.

Zone 1

- County Courthouse, 101 E. Huron Street, Ann Arbor
- County Administration Building, 220 N. Main Street, Ann Arbor
- Chelsea District Court, 122 S. Main Street, Chelsea
- Western County Services Center, 705 N. Zeeb Road
- Robert J. Delonis Center, 312 Huron Street, Ann Arbor

Zone 2

- Library Learning Resource Center, 4135 Washtenaw, Ann Arbor
- Washtenaw County Law Enforcement Center, 2201 Hogback, Ann Arbor
- Juvenile Center, 2270 Platt Road, Ann Arbor
- O & M Service Center, 2155 Hogback, Ann Arbor
- Washtenaw County Service Center, 4001-4133 Washtenaw Avenue, Ann Arbor
- Head Start, 1661 LeForge Road, Ypsilanti

Zone 3

- Ann Arbor Human Service Center, 2140 Ellsworth, Ann Arbor
- Eastern County Government Center, 415 W. Michigan, Ypsilanti
- Overflow Parking Lot, West of 5525 W. Michigan, Ypsilanti
- Ypsilanti Human Service Center, 555 Towner, Ypsilanti
- Family Independence Agency, 22 Center Street, Ypsilanti
- Parking Lot, East Side of Center Street, Ypsilanti

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BID SHEET

The County is requesting pricing for each of the areas listed below by facility. In addition, the county is requesting pricing for the weekly tasks if done on an as needed basis.

LOCATION	Spring/Fall Clean Up	Mulch (marble planters & trees along sidewalks)	Price for weekly task list*
County Courthouse	\$	\$	\$
County Administration Building	\$	\$	\$
Chelsea District court	\$	\$	\$
Western County Service Center	\$	\$	\$
Robert J. Delonis Center	\$	\$	\$
Library Learning Resource Center	\$	\$	\$
County Law Enforcement Center	\$	\$	\$
Juvenile Center	\$	\$	\$
O & M Service Center	\$	\$	\$
Washtenaw County Service Center	\$	\$	\$
Head Start	\$	\$	\$
Ann Arbor Human Service Center	\$	\$	\$
Eastern County Government Center	\$	\$	\$
Overflow Parking Lot	\$	\$	\$
Ypsilanti Human Service Center	\$	\$	\$
Family Independence Agency	\$	\$	\$
Parking Lot	\$	\$	\$

*PRICING FOR SERVICE ON AN AS NEEDED BASIS

POTENTIAL WEEKLY TASKS	Price
Inspect flowers, shrubs and trees for needed water, fertilizer & pest control.	\$
Inspect planting beds for weeding, trash removal & mulching. Provide weeding, trash removal & mulching.	\$
Inspect trees for damage and needed pruning.	\$
Replace any flowers or plants, as needed.	\$
Inspect lawn areas for any bare spots. Reseed as authorized.	\$
Inspect sidewalks and parking lots for weed control.	\$
Sample Soil testing to determine type, amount and frequency of any needed fertilization.	\$

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BID SHEET

Describe any other services provided and all relative pricing: _____

ADDENDA

Attach requested **ADDENDA A through E** to the balance of this RFP.

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SIGNATURE PAGE

Signature

Company Name

Print Name

Company Address

Title

City St. Zip

Telephone #

Fax #

Federal Tax ID #

Email Address

Email Address for Purchase Orders

URL/Website Address

The above individual is authorized to sign on behalf of company submitting the proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.