

REQUEST FOR PROPOSAL

#6087

LANDSCAPING & IRRIGATION

SERVICES

FOR

SPECIAL PROJECTS

Prepared By:

Washtenaw County Purchasing
Administration Building
P.O. Box 8645
220 N. Main B-35
Ann Arbor, MI 48107

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





WASHTENAW COUNTY
Finance Department

Purchasing Division

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

REQUEST FOR PROPOSAL # 6087

June 23, 2003

Washtenaw County Purchasing Division is issuing a Sealed Request for Proposal (RFP) #6087 for Landscaping and Irrigation Services for Special Projects.

Sealed Proposals: Consultant will deliver **one (1) original** and **two (2)** copies to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
P.O. Box 8645
Ann Arbor, MI. 48107**

by 2:00 p.m. on MONDAY JULY 7, 2003

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

- Please use the attached self-addressed label or the envelope must be clearly marked "**SEALED RFP #6087**".
- Please direct purchasing and procedural questions regarding this RFP to Crystal A. Wake at **734-222-6760**.
- Please direct any technical questions regarding this RFP to C.J. Waterbury at **734-973-4709**.

Thank you for your interest.

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I. PROPOSAL

- Definitions:**
- “**County**” is 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 Special Projects requiring Landscaping and Irrigation Services.

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. 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. See Section III “Standard Provisions For Contracts” pgs. 3-7, for Washtenaw County Contract requirements.
- C. 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.
- D. 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.
- E. The price quotations stated in the bidder’s proposal will not be subject to any price increase from the date on which the proposal is opened at the County Purchasing Office to the mutually agreed to date of contract.

II.PROPOSAL SPECIFICATIONS

The proposal shall include all the following information (failure to include all the information could result in disqualification):

- A. Contractor's Qualifications, years in business, experience in providing the level and type of service specified in the proposal.
- B. Bank references with name and phone number of contact person.
- C. At least three (3) current references of similar services listed in the proposal. Include company name, contact name and phone number.

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. 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 Department of Facilities Management 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 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 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.

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 - 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.

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ARTICLE XVI - 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 XVII - PRACTICE AND ETHICS

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

ARTICLE XVIII – LIVING WAGE RATES

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$9.09 per hour with benefits or \$10.66 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2002 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIX - 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 XX - 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 XXI - 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. Washtenaw County intends to award this proposal to not less than three (3) and not more than five (5) bidders.

Low Bid: Low Bid will be determined by response given on the Bid Sheet to the lowest total bidder or awards may be issued based on the lowest bid per location. Washtenaw County reserves the right to reject low bids, to waive irregularities and/or informalities in any bid, and to make the award in a manner deemed in the best interest of Washtenaw County.

Term of Contract: The term of the contract will be for a one (1) year term from the date of award. This contract may be extended for years two (2) and three (3) with the same terms and conditions if the County and Contractor agree. Notice of intent to renew would be issued in writing by Washtenaw County Facilities Management 30 days prior to the expiration date of the contract.

GENERAL SPECIFICATIONS

- 1.) Washtenaw County has special projects for landscaping and irrigation services to be performed at various Washtenaw County sites.
- 2.) The Contractor will provide MSDS sheets for all fertilizers, herbicides and pesticides used on County property.
- 3.) Pesticide and herbicide applications shall be made by certified pesticide applicators.

SCOPE OF WORK

Washtenaw County proposes to contract general landscaping/irrigation services for special projects. All labor, materials and equipment necessary to perform the work required shall be provided by the successful bidder. These special projects shall be specified when ready to perform services for landscaping/irrigation, as approved by County.

- 1.) **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. Existing mulched beds shall be maintained at a minimum mulch depth of two (2) inches, and a maximum mulch depth of three (3) inches.

- 2.) **Replacement Plantings** – The Contractor shall report to the County any plant material not exhibiting normal growth and vigor. If it has been determined that the material is beyond reviving, a written report recommending replacement shall be given to the appropriate County representative in the Facilities Management department. This report shall include: (a) Identify the location, size and type of type of plant; (b) Identify the reason for the decline; (c) Cost of replacement. No replacement plantings are to be done without consent of the County.

- 3.) **Irrigation Systems** – Design and installation of system, including pop-up heads, controls, water tap, and electrical connections. Fall blow out and spring start up of irrigation systems.

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BID SHEET

UNIT PRICING

Provide unit pricing for following items. Prices to include all labor, materials, hauling and incidental costs.

Over seeding	Square yard	_____
Sod (Installed)	Square yard	_____
Mulch (Installed)	Cubic yard	_____
Watering – Manual	Per Man Hour	_____
Watering — Tank truck	Per Man Hour	_____
Planter placement	Per Man Hour	_____
Planter placement (off-hours)	Per Man Hour	_____
Planter placement supervision	Per Man Hour	_____
Landscape Designer	Per Hour	_____
Brick Payers, installed	Square foot	_____
Irrigation Designer	Per Hour	_____
Pop-up heads	Each	_____
Water tap	Each	_____
Pipe installation	Linear Foot	_____
Electrical Installation	Per Hour	_____
Electrical Wiring	Per Foot	_____
Electrical Parts	Each	_____
Fall/Spring Blow Out	Per Year	_____

SIGNATURE SHEET

<u>Signature</u>	<u>Company Name</u>
<u>Print Name</u>	<u>Company Address</u>
<u>Title</u>	<u>City</u> <u>St.</u> <u>Zip</u>
<u>Telephone #</u>	<u>Fax #</u>
<u>Federal Tax ID #</u>	<u>URL/Email Address</u>

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