



**MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION**

**SNOWPLOWING SERVICES
(MARCIA COGGS BUILDING &
THE RECORD CENTER)**

**BID NUMBER
692005**

OPENING DATE: 8/18/2009

BID REQUEST

Buyer No. 03
W. WOODS
414-223-8103

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT
City Campus
2711 W. Wells Street
5th Floor
Milwaukee, Wisconsin 53208

Bid Number 692005
Posting Date: July 28, 2009
Submission Date: 8/18/2009

Note: ALL BIDS/QUOTES/RFPs are to be downloaded from the Milwaukee County website <http://www.milwaukee.gov>

COMMODITY:

TRUCKS (MOTOR VEHICLE)

TIME AND PLACE:

Sealed bids for furnishing the following will be received at the office of the Milwaukee County Procurement Office, 2711 W. Wells Street, 5th Fl. Milwaukee, Wisconsin 53208 until 1:30 P.M. on 8/18/2009. Bids will be opened and read the same day at 2:30 P.M. at the Procurement Division Office.

We agree to furnish the above according to your specifications, at prices hereon and according to conditions on this form.
ONLY CASH DISCOUNTS OF 30 DAYS OR MORE SHALL BE DEDUCTED IN DETERMINING THE LOW BIDDER
Cash discount for payment following acceptance of goods and receipt of invoice _____% _____ days.
Delivery shall be made not later than _____ work days after receipt of order. (FOB Destination) (Freight Included)
BIDS NOT MANUALLY SIGNED SHALL NOT BE ACCEPTED

Please print the following:

Firm Name _____
Address _____
City & State _____ Zip _____
Phone No. _____
Fax No. _____
Name/Title _____
Signature _____ Date _____
Email _____

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SPECIAL INSTRUCTIONS:

SNOWPLOWING SERVICES (MARCIA COGGS BUILDING & THE RECORD CENTER).

"NO PREVIOUS BID."

FURNISH THE FOLLOWING TO MILWAUKEE COUNTY DEPARTMENT OF HUMAN SERVICES ADMINISTRATION AS DIRECTED FOR THE PERIOD OF 11/1/2009 TO 10/31/2010.

VENDOR MUST SUPPLY TWO (2) COMPLETE BID PACKETS INCLUDING VENDOR HISTORY OR BID MAY BE REJECTED.

BID NOTES:

Award will be made to the lowest qualified, responsive, responsible bidder as defined in chapter 32.20 of the Milwaukee County ordinances.

Cooperative Purchase

Would you be willing to extend the pricing from any contract that may result from this bid to other V.A.L.U.E. members of local government entities in the southeastern Wisconsin area?

Yes _____ No _____

Please be advised that the award of this bid by Milwaukee County is NOT contingent upon your agreement to the above request. If, however, you agree to extend to any other agencies, each agency will be responsible for issuing and administering its own contract and resulting purchase order.

Insurance Requirements

Indemnity

Except for acts done or taken at the direction of or pursuant to county policy or procedures, the contractor agrees to the fullest extent permitted by law to indemnify, defend and hold harmless, the county, and its agents officers and employees, from all loss or expense including costs and attorney's fees by reason of statutory benefits under workers compensation laws, and/or liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the contractor, or it's (their) agents which may arise out of or are connected with the activities covered by this agreement.

Insurance

Contractor agrees to provide evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort and/or vicarious liability arising from employees. Such evidence shall include insurance coverage for workers compensation claims as required by the state of Wisconsin, including employers liability, and business insurance covering general liability and automobile coverage in the following minimum amounts:

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Workers Compensation (WI) or statutory proof of all states coverage
Employers liability \$100,000/\$500,000/\$100,000

Comprehensive General Liability

Bodily injury and property damage \$1,000,000 per occurrence
(incl. personal injury, fire, legal & contractual & products/\$1,000,000 general aggregate completed operations)

Automobile Liability

All autos and/or non-owned

Bodily injury & property damage \$1,000,000 per accident

County shall be named as additional insured, as its interests may appear, and be afforded a thirty (30) day written notice of cancellation or non-renewal. A certificate indicating the above coverages shall be submitted for review and approval by county for the duration of this agreement. Coverages shall be placed with an insurance company approved by the state of Wisconsin and rated "A" per Best's key rating guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to county, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the county for approval prior to the commencement of activities under this agreement.

Certificate of Insurance is to be sent to the Milwaukee County Procurement Division, 2711 W. Wells Street, Milwaukee, WI 53208

Code of Ethics

No person(s) with a personal financial interest in the approval or denial of a contract being considered by a county department or with an agency funded and regulated by a county department, may make a campaign contribution to any county official who has approval authority over that contract during its consideration. Contract consideration shall begin when a contract is submitted directly to a county department or to an agency until the contract has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by section 9.15 unless an acceptance by an elected official would conflict with this section.

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RENEWAL CLAUSE- "SAID CONTRACT WILL BE FOR A TERM OF ONE YEAR. THE CONTRACT MAY BE EXTENDED FOR AN ADDITIONAL TERM OF ONE YEAR UNDER THE SAME TERMS AND CONDITIONS UPON THE MUTUAL CONSENT OF THE COUNTY AND VENDOR, AND AT THE END OF SAID RENEWAL TERM AND UNDER THE SAME CIRCUMSTANCES, THE OPTION TO RENEW FOR ANOTHER YEAR TERM THEREAFTER MAY BE EXERCISED."

HOWEVER, 90 DAYS PRIOR TO THE EXPIRATION OF THE YEARLY TERM, THE VENDOR IS TO SEND A LETTER TO THE PROCUREMENT DIVISION STATING A WILLINGNESS TO RENEW.

Non-Collusion Statement

By signing on this document, vendor/contractor certifies that bid has been made without any connection with any other vendor/contractor and is in all respects fair and without collusion or fraud, and it is made with the understanding that no elected officer or any employee of Milwaukee County is interested therein, directly or indirectly unless otherwise stated.

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10 BID ITEMS

B05 MILWAUKEE COUNTY DEPT. OF HUMAN SERVICES ADMINISTRATION 1220 W VLIET STREET MILWAUKEE, WI 53205

**001 M2204608110 U/M HR REQUISITION #: RX80000000033321
QTY: 0 TRUCKS (MOTOR VEHICLE)
PICK-UP TRUCK WITH 8' PLOW**

FOR SNOWPLOWING SERVICES AT THE MARCIA COGGS BUILDING AT 1220 W VLIET STREET AND THE RECORD CENTER AT 37TH AND MICHIGAN WITH ADDITIONAL SITES ADDED AS NEEDED.

PICK UP TRUCK WITH 8' PLOW

PER ATTACHMENT "A"

\$ _____ HR

B05 MILWAUKEE COUNTY DEPT. OF HUMAN SERVICES ADMINISTRATION 1220 W VLIET STREET MILWAUKEE, WI 53205

**002 M2204608115 U/M HR REQUISITION #: RX80000000033321
QTY: 0 TRUCKS (MOTOR VEHICLE)
TON TRUCK WITH 9' PLOW**

\$ _____ HR

B05 MILWAUKEE COUNTY DEPT. OF HUMAN SERVICES ADMINISTRATION 1220 W VLIET STREET MILWAUKEE, WI 53205

**003 M2204608120 U/M HR REQUISITION #: RX80000000033321
QTY: 0 TRUCKS (MOTOR VEHICLE)
DUMP TRUCK W/10' OR GREATER PLOW**

\$ _____ HR

B05 MILWAUKEE COUNTY DEPT. OF HUMAN SERVICES ADMINISTRATION 1220 W VLIET STREET MILWAUKEE, WI 53205

**004 M2204608125 U/M HR REQUISITION #: RX80000000033321
QTY: 0 TRUCKS (MOTOR VEHICLE)
SKIDSTER WITH PUSH BUCKET/SNOT BUCKET**

\$ _____ HR

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B05 MILWAUKEE COUNTY DEPT. OF HUMAN SERVICES ADMINISTRATION 1220 W VLIET STREET MILWAUKEE, WI 53205

005 M190778 U/M HR REQUISITION #: RX80000000033321
QTY: 0 BLOWERS-SNOW BLOWERS
BLOWERS-SNOW BLOWERS

SNOW SHOVELERS WITH BLOWERS OR A.T.V.

\$ _____ HR

B05 MILWAUKEE COUNTY DEPT. OF HUMAN SERVICES ADMINISTRATION 1220 W VLIET STREET MILWAUKEE, WI 53205

006 M2204608130 U/M HR REQUISITION #: RX80000000033321
QTY: 0 TRUCKS (MOTOR VEHICLE)
QUAD-AXEL DUMP TRUCK FOR HAULING

\$ _____ HR

B05 MILWAUKEE COUNTY DEPT. OF HUMAN SERVICES ADMINISTRATION 1220 W VLIET STREET MILWAUKEE, WI 53205

007 M2204608135 U/M HR REQUISITION #: RX80000000033321
QTY: 0 TRUCKS (MOTOR VEHICLE)
LOADER WITH MINIMUM 2 YARD BUCKET

\$ _____ HR

B05 MILWAUKEE COUNTY DEPT. OF HUMAN SERVICES ADMINISTRATION 1220 W VLIET STREET MILWAUKEE, WI 53205

008 M709610 U/M HR REQUISITION #: RX80000000033321
QTY: 0 FEES
FEES

SNOW DUMPING FEE

\$ _____ HR

B05 MILWAUKEE COUNTY DEPT. OF HUMAN SERVICES ADMINISTRATION 1220 W VLIET STREET MILWAUKEE, WI 53205

009 M106925 U/M LB REQUISITION #: RX80000000033321
QTY: 0 SALT
SALT

MATERIAL SALT AND HAND APPLIED

\$ _____ LB

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B05 MILWAUKEE COUNTY DEPT. OF HUMAN SERVICES ADMINISTRATION 1220 W VLIET STREET MILWAUKEE, WI 53205

010 M1069256410 U/M LB REQUISITION #: RX80000000033321

QTY: 0 SALT

ROCK SALT ON DRIVES AND LOTS

\$ _____ LB

GENERAL DIRECTIONS FOR BIDDING

1. **How to Bid**
All Bids shall be submitted on the official form furnished by the *Procurement Division* and identified with the firm name and manually signed. Unsigned bids shall not be considered. If this form does not provide sufficient space, bidders shall attach a sheet supplying the additional information. This sheet shall also be signed as required above to properly identify attachments.
2. **How to Amend a Bid Before Due Date and Time**
After a bid has been filed at the *Office of the Procurement Division* and the bidder desires to amend this bid, he may do so before the due date and time by filing an amendment fully identified with the original bid submitted by number, commodity and opening date. All of the conditions and provisions of the Invitation to Bid shall be in effect. *This must be submitted before the date and time for receipt of bid as set forth in the Invitation to Bid. No bids or amendments shall be accepted after the bid opening date and time specified.*

TERMS AND CONDITIONS OF BID

1. **Award**
The *Purchasing Administrator* reserves the right to award a separate contract for each item unless otherwise specified in the bid; any group of items, or all items; or to reject any or all bids or any portion of any or all bids when, in the opinion of the *Purchasing Administrator*, the best interest of the County will be served thereby.
2. **Tie bids**
If there are tie bids, award shall be made in accordance with tie bid provisions as outlined in Chapter 32 of the Milwaukee County General Ordinances.
3. **Changes in specifications not permitted**
Do not change any of the terms of the specifications. Such changes shall constitute a counter offer. Any bids received with such changes shall be rejected.
4. **Execution of contract**
Successful bidder agrees to enter into contract with Milwaukee County and, when required, to furnish a performance bond of surety company authorized to do business within the State of Wisconsin in the amount specified on the Invitation to Bid, and to complete the affixing thereon of the necessary signatures of contractor and surety and return to the *Procurement Division* within fifteen working days of written request to do so.
5. **Delays in delivery**
Delays in delivery caused by bona fide strikes, government priority or requisition, riots fires, sabotage acts of God or any other delay deemed by the *Purchasing Administrator* to clearly and unequivocally beyond the contractor's control, shall be recognized by the County. The vendor may be relieved of meeting delivery time specified, if vendor files with *Purchasing Administrator* a request for extension of time, signed by a responsible official, giving in detail all the essential circumstances which, upon verification by the *Purchasing administrator*, Justifies such extension.
6. **Patents**
This order is given upon the condition that Milwaukee County is protected by the vendor against all liability, loss or expenses by reasons of any patent or trademark litigation now existing or hereafter instituted, arising out of any alleged infringement of patent or trademark on merchandise hereby ordered, or any part thereof.
7. **Non-Discrimination**
The contractor, lessee, purchaser, etc., agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex, or handicap, which shall include, but not limited to: recruitment or recruitment advertising; employment; upgrading; demotion or transfer; lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. A violation of this provision shall be sufficient cause for the County to terminate the contract, lease, order, etc. pursuant to County Ordinance 56.17 – Non Discriminatory Contracts.
8. **Delivery terms**
Bids shall include delivery costs to the specified delivery point, all transportation charges prepaid and borne by you.
9. **Taxes**
Milwaukee County is exempt from Federal Excise **Tax** and Wisconsin State Sales **Tax**. Bids should be submitted without such **taxes**.
10. **Code of Ethics**
Milwaukee County Code of Ethics states in part, “No person may offer to give to any County Officer or employee or his/her immediate family, and no County Officer, or employee or his/her immediate family may solicit or receive anything of value pursuant to an understanding that such officer's or employees' vote, official action or judgment would be influenced thereby.”
11. **New and Unused**
Bids not meeting the minimum requirements specified shall be rejected. All merchandise shall be new and unused unless specified in the specifications.
12. **Funding**
If funds are not appropriated for payment of this contract, Milwaukee County may terminate contract at the end of any fiscal year upon 30 days written notice without any early termination penalties, charges, fees or costs of any kind to Milwaukee County.
13. **Retention of Records**
Contractor agrees to retain all records related to this contract for a period of at least three years from final date of payment under this contract
14. **Audit of Records**
Contractor shall permit the authorized representatives of the County Auditor, after reasonable notice, the right to inspect and audit all data and records of contractor related to carrying out the contract for a period of up to three years after completion of the contract. If subcontractors and/or associates are utilized, prime contractor shall have a written contractual agreement with County approved subcontractors and/or associates which bind the subcontractor to the same audit contract terms and conditions as the prime contractor.

SECTION 32.20

(14) Computation of time limits expressed in hours or days shall exclude Saturdays, Sundays, and legal holidays.

32.26 PROTEST AND APPEAL PROCEDURE.

Protests to any sealed bid procurement or award recommended by the Purchasing Administrator may be made by any bidder and/or using department head as follows:

(1) Prior to Bid Opening:

- (a) Protests to form and content of bid documents shall be received by the Purchasing Administrator not less than five days prior to the time scheduled for bid opening. A protest shall be in writing and state the reason for it.
- (b) The Purchasing Administrator shall review protests and if modification is necessary, the bid opening date shall be extended and addenda containing the changes shall be sent to each bidder. If modification is rejected, the protestor shall be notified. The decision of the Purchasing Administrator is final.

(2) After Bid Opening:

- (a) Protests concerning irregularities on sealed bid opening procedures or compliance by bidders with bid documents shall be received by the Purchasing Administrator within 72 hours after time of bid opening
- (b) When a sealed bid is to be awarded to other than low bidder, all bidders shall be notified in writing by certified mail, return receipt requested, of the proposed award. Protests to the award must be delivered to the Purchasing Administrator within 72 hours after receipt of notice.
- (c) A Protest under either (a) or (b) must be in writing and state the reason for it. The Purchasing Administrator shall review the protest and notify the protestor of a decision in writing by certified mail, return receipt requested within five days. No contract shall be awarded while protest is pending. A protest, which is untimely, fails to state the reason for it or should have been made prior to bid opening, is invalid. The decision of the Purchasing Administrator disqualifying the protest for these reasons is final and cannot be appealed.

(3) Appeals to Purchasing Standardization Committee

- (a) Protests from decision of the Purchasing Administrator shall be made to the Purchasing Standardization Committee by delivering a written request for appeal hearing both to the Procurement Division and the Purchasing Standardization Committee within 72 hours after receipt of the Purchasing administrator's decision.
- (b) The request shall state the grounds upon which the protest is based and shall request an appeal hearing. No contract shall be awarded until final disposition of the protest.
- (c) The Chairman of the Purchasing Standardization Committee shall notify all interested persons of the time and place of the hearing.
- (d) The Purchasing Standardization Committee shall affirm, reverse or modify the decision of the Purchasing Administrator and its decision shall be final.

**Written appeals to the
Purchasing Standardization Committee
Shall be addressed as follow:**

**Purchasing Standardization Committee
C/O Milwaukee County Procurement Division
2711 W. Wells St, 5th Floor
Milwaukee, WI 53208**

Attachment A

Bid Request for Snow Removal Department of Health and Human Services 1220 W. Vliet Street

The Milwaukee County Department of Health and Human Services is requesting a bid proposal for snow removal for the Marcia P. Coggs Human Services Center located at 1220 W. Vliet Street and the Records Center located at 37th and Michigan Streets.

Snow Removal Services for the following areas:

Coggs Center

1. (3) parking lots
 - Lot A – 70 parking spaces
 - Lot B – 74 parking spaces
 - Lot C – 250 parking spaces
2. Loading Dock on northwest corner of the Center
3. Sidewalks around the Center and its parking lots
 - Vliet Street – 12th to 13th Streets
 - 13th Street – Vliet to Galena Streets
 - Cherry Street – 13th to 12th Streets
 - 12th Street – Cherry to Vliet Streets

Records Center

1. (1) parking lot
 - West of Center warehouse
2. Ramp from Michigan Street to parking lot
3. Sidewalk along Michigan Street
 - Garage door to parking lot ramp
4. Garage entry to Michigan Street

Additional sites may be added to this list as needed.

Snow Removal Requirements

- Contractor must have capability to have multiple trucks available for snow removal. Snow removal may need to be done several times during a snowfall to ensure safety of parking lots and sidewalks.
- Contractor must have capability to haul away and dump snow from sites.
- Overnight snowfall removal should occur prior to site tenants arriving for work. Arrival times begin at 6:10 a.m. Ending shifts are between 6:30 and 7:30 p.m.
- Snow removal personnel should take particular attention to disabled ramp in parking lot A to ensure that ice build-up does not occur. This lot is primarily for disabled parking.
- All areas are to be salted and may require salting to occur several times during a snow fall.
- Snow removal on sidewalks includes build up from street plows. No snow should remain on the sidewalks listed above. Bus stops, crosswalks and loading zones must be free of all snow and ice.
- Snow storage is available in corners of each parking lot as designated by the Maintenance personnel. If snow exceeds snow storage areas, the contractor must have the ability to haul the excess snow.
- Parking lot gate entrances should be free of all snow
- Snow should not be pushed up against or near the moving parking lot gate system.

Minimal Requirements for Snow Removal Equipment

- Salt bin with 40-ton capacity to ensure safety when an all-day storm occurs and facility requires to be salted multiple times within a 24-hour period.
- Multiple snow plowing vehicles
- Sidewalk snow removal equipment (i.e. skidster, atv, snow blower)
- Sidewalk salter
- Snow hauling truck

Bid Requirements

Snow Removal Related Costs

- | | |
|--|-------------------|
| • Pick-up Truck with 8' plow | Hourly Rate _____ |
| • 1-Ton Truck with 9' plow | Hourly Rate _____ |
| • Dump Truck with 10' or greater plow | Hourly Rate _____ |
| • Skidster with push bucket/snow bucket | Hourly Rate _____ |
| • Snow shovellers with blowers or a.t.v. | Hourly Rate _____ |
| • Quad-axel Dump Truck for hauling | Hourly Rate _____ |
| • Loader with minimum 2-yard bucket | Hourly Rate _____ |
| • Snow Dumping Fee | Per Load _____ |
| • Material Salt Hand Applied | Per Pound _____ |
| • Rock Salt on Drives and Lots | Per Pound _____ |
| • | |

Price to be maintained throughout the length of the contract

Additional Contractor Requirements

- Contractor must supply uniforms for their staff
- Contractor must have a 24-hour phone number with dispatch capabilities
- Contractor must include dumpster cost (hourly rate)
- Contractor must have contact information for the foreman on job site
- Contractor must have liability insurance
- Vendor must submit references from similar sites with similar requirements. References will be checked
- Damage to Milwaukee County property due to vendor's equipment will be the responsibility of the vendor