



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

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

**BID NUMBER
692006**

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 692006
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:

LANDSCAPING SERVICE

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:

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

"NO PREVIOUS BIDS."

FURNISH THE FOLLOWING TO MILWAUKEE COUNTY DEPARTMENT OF HUMAN SERVICES ADMINISTRATION, AS DIRECTED FOR THE PERIOD OF 9/1/2009 TO 8/31/2010.

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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7 BID LINES

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

**001 M7060201010 U/M HOUR REQUISITION #: RX80000000033338
QTY: 0 LANDSCAPING SERVICE
LABOR RATE FOR PRUNING, CUTTING AND TRIMMING**

FOR LANDSCAPING SERVICES AT THE MARCIA COGGS BUILDING AT 1220 W. VLIET STREET AND THE RECORD CENTER AT 37TH AND MICHIGAN. LANDSCAPING INCLUDE MAINTENANCE APPEARANCE OF GREENERY SURROUNDING THE FACILITIES AND THE AREA WITHIN THE PARKING LOTS INCLUDING LANDSCAPE POTS. ADDITIONAL SITES MAY BE ADDED TO THIS CONTRACT AS NEEDED.

LABOR RATE FOR PRUNING, CUTTING, TRIMMING.

PER ATTACHMENT "A"

\$ _____ HOUR

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

**002 M7060201015 U/M HOUR REQUISITION #: RX80000000033338
QTY: 0 LANDSCAPING SERVICE
LABOR RATE FOR WEEDING**

\$ _____ HOUR

**B05 MILWAUKEE COUNTY DEPT. OF HUMAN SERVICES ADMINISTRATION 1220 W VLIET STREET MILWAUKEE, WI 53205
M706020**

**003 M7060201020 U/M EACH REQUISITION #: RX80000000033338
QTY: 000000001000 LANDSCAPING SERVICE
CHEMICAL APPLICATION-FERTILIZING TREES AND PLANTS**

\$ _____ EACH

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

**004 M7060201025 U/M EACH REQUISITION #: RX80000000033338
QTY: 0 LANDSCAPING SERVICE
WEED CONTROL FOR GRASS AREAS**

\$ _____ EACH

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

**005 M7060201030 U/M EACH REQUISITION #: RX80000000033338
QTY: 0 LANDSCAPING SERVICE
MONTHLY VEGETATION CONTROL**

\$ _____ EACH

**B05 MILWAUKEE COUNTY DEPT. OF HUMAN SERVICES ADMINISTRATION 1220 W VLIET STREET MILWAUKEE, WI 53205
M706020**

**006 M7060201035 U/M YARD REQUISITION #: RX80000000033338
QTY: 000000001000 LANDSCAPING SERVICE
SHREDDED HARDWOOD BROWN MULCH**

\$ _____ YARD

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

**007 M7060201040 U/M HOUR REQUISITION #: RX80000000033338
QTY: 0 LANDSCAPING SERVICE
MULCH REPLACEMENT**

\$ _____ HOUR

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 Landscaping
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 landscaping services for the Marcia P. Coggs Human Services Center located at 1220 W. Vliet Street and the Records Center located at 37th and Michigan Streets.

Landscaping Services for the following areas:

Marcia Coggs Center
1220 W.Viet Street

Records Center
37th and Michigan

Additional sites may be added to this list as needed.

Landscaping Services Requirements

Landscaping services include maintaining appearance of greenery surrounding the facilities and the areas within the parking lots including landscape pots. Landscaping services must include the following:

- Weekly cutting, trimming, blowing, picking up of debris (hourly rate per man)
- Bed maintenance (weed pulling, selective/nonselective herbicide) (hourly rate per man)
- Mulch (price per yard)
- Hedge pruning when needed (hourly rate per man)
- Weed control for sidewalk cracks/parking lot/planting beds (per application cost)
- Spring/Fall clean up

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

Bid Requirements

Landscaping Services Related Costs

- Labor rate for pruning, cutting, trimming Hourly Rate _____

- Labor rate for weeding Hourly Rate_____
- Chemical Applications twice per year
 - Fertilizing trees and plants Per Application_____
 - Weed Control to grass areas Per Application_____
- Monthly Vegetation Control to walks/lots Per Application_____
- Shredded Hardwood Brown Mulch Per Yard_____
- Mulch placement Hourly Rate_____