



REQUEST FOR BID
COUNTY OF DANE, WISCONSIN

BID #105135

Grounds Maintenance/Landscaping Service

Bids must be received
no later than
2:00 p.m., November 2, 2005

SPECIAL INSTRUCTIONS:

1. Place the signed Signature Affidavit as the first page of your bid.
2. Label the lower left corner of your sealed submittal envelope as follows:
Bid # 105135
Grounds Maintenance / Landscaping Service
2:00 p.m., November 2, 2005

Submit an Original and 3 copies

3. Mail or Deliver to:
DANE COUNTY PURCHASING DIVISION
ROOM 425 CITY-COUNTY BLDG
210 MARTIN LUTHER KING JR BLVD
MADISON WI 53703-3345

For further information regarding this bid,
Contact Francisco Silva at (608)267-3523
silva@co.dane.wi.us

Issued by
Dane County Purchasing Division
Department of Administration

October 17, 2005

LATE BIDS, AND/OR UNSIGNED BIDS WILL BE REJECTED

<http://www.co.dane.wi.us/purch/purch.htm>

DANE COUNTY, WISCONSIN

1. Introduction Scope:

Dane County invites and will accept bids for grounds maintenance services at a County property. The County as represented by Purchasing Division, intends to use the results of this process to award a contract(s) for grounds maintenance services.

2. Note to Bidders:

Any questions concerning this Bid must be submitted in writing by mail, fax or email at least **FIVE WORKING DAYS** prior to bid opening . Requests submitted after that time **WILL NOT** be considered.

Francisco Silva
Dane County Purchasing Division
Room 425 City County Building
210 Martin Luther King Jr. Blvd
Madison, WI 53703-3345
VOICE: (608) 267-3523
FAX: (608) 266-4425
Email: silva@co.dane.wi.us

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, revisions/amendments and/or supplements will be provided to all recipients of this initial RFB/RFP. The Purchasing Division has the sole authority to for modifications of this specifications and or bid.

3. Vendor Registration:

All bidders wishing to receive a bid/proposal award must be a paid registered vendor with Dane County. Prior to the bid opening, you can complete a registration form online by visiting our web site at <http://www.co.dane.wi.us/purch/purch.htm>, or you can obtain a Vendor Registration Form by calling 608.266.4131. Your completed Vendor Registration Form and Registration Fee must be received prior to the bid award.

4. Contract Administration:

- The contract(s) resulting from this RFB will be administered by (using agencies)
- Site contact person will coordinate the work with successful vendor.
- Using Agencies will be responsible for monitoring this contract to ensure service requirements are met. Any Changes to exiting contract or contract renewals shall be communicated to the purchasing office.

5. Pricing:

All prices, costs, and conditions outlined in the bid shall remain fixed and valid for acceptance for sixty (60) calendar days starting on the due date of the bid.

Term Pricing. Prices will remain firm for the duration of the annual agreement.

The price quoted shall include all labor, materials, equipment, and other costs necessary to fully complete the services in accordance with specifications of this request for bid.

6. Living Wage:

The successful bidder shall pay the County's living wage to all of its employees engaged in performing the work for the specific agency, whether on a full-time or part-time basis per D. C. Ord 25.015.

For living wage rate and more information visit our website:

http://www.countyofdane.com/purch/living_wage.htm.

7. Invoicing:/Payment:

All invoices shall contain complete and accurate information. Contractor shall submit separate monthly invoices for services rendered at each location. All invoices shall be sent to the address specified by the designated agency representative. In no instance shall the bidder invoice the County for more than is authorized by the County on the issued purchase order.

The County's normal payment terms are net 30 days.

State Sale Tax/Federal Excise Tax: Bids should not include Federal Excise and Wisconsin Sales Taxes, as Dane County is exempt from payment of such taxes. Sec. State Statute No. 77.54(9a). Wis. Stats. The Dane County's CES number is ES 41279.

NON-ALLOWED CHARGES. other incidental or standard industry charges not identified herein, are not allowed under this contract.

Miscellaneous service charges are not allowed used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, fuel charges , service and delivery of goods and services, in addition to other miscellaneous costs incurred to that may be incurred in the future by the Contractor.

8. Contract Term:

The contract term will be for one year and shall be in force through the end of the 2006 season

9. Selection and Award:

The County will award the bid to the responsive and responsible bidder whose bid is most advantageous to the County. In determining the most advantageous bid, the County will consider criteria such as, but not limited to, cost, bidder's past performance and/or service reputation, and service capability, quality of the bidder's staff or services, customer satisfaction, extent to which the bidder's staff or services meet the County's needs, bidder's past relationship with the County, total long term cost to the County, and any other relevant criteria listed elsewhere in this solicitation. The County may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards.

The County will be the sole judge of the quality and suitability of the services offered in its determination of the successful bidder.

The County reserve the right to accept any proposal or to reject any or all proposals, or to award a contract on such basis as deemed to be in the agency's best interest. The right is reserved to reject any and all proposals without any reason for such rejection(s)

10. Evaluation Criteria:

Bids must be submitted on the attached bid forms. Dane County and City reserves the right to accept or reject any and all bids submitted; and to accept such bid(s) deemed to be in the best interest of the County and City.

11. Additions to Contract:

The County reserves the right to add new items and locations or at a price conforming to other like items on the contract. The procedure for such additions shall be as follows:

The County Purchasing Offices will send the vendor a letter requesting pricing for the item(s) to be added. The vendor, within three working days, should respond in writing and include the bid number, contract period and the price for each item to be provided. Upon receipt, the County shall issue a Change Order adding the product(s) to the Contract or Purchase Order. The County reserves the right to accept or reject prices and obtain bids on the open market for these additions.

Dane County reserves the right to reduce the scope of services during the term of the contract.

12. Termination of Contract:

The County may terminate the contract at any time at its sole discretion by delivering thirty (30) days written notice to the contractor.

If for any reason the successful contractor fails to fulfill the requirements of the contract for providing grounds maintenance/landscaping services, the County shall have the right to cancel the contract at any time and negotiate for the services with another contractor.

13. Contracting Assignment:

This contract and any part thereof shall not be subcontracted or assigned to another Contractor without prior written permission of the County.

The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job. Subcontractors must abide by all terms and conditions under this Contract.

14. Permits, Licenses, Bonding:

The Contractor selected under this bid shall be required to obtain the necessary permits, licenses and bonds prior to performing any work under this contract. The Contractor will be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this contract.

Contractor must be financially responsible for obtaining all required permits, licenses, and bonds to comply with pertinent regulations, municipal, county, State of Wisconsin and Federal laws, and shall assume liability for all applicable taxes.

15. Insurance:

The successful vendor is required to submit to Dane County and City a Certificate of Insurance stating the vendor is insured to cover compliance of work's compensation statutory limits and \$1000,000 liability, property damage. Certificate is required prior to issuance of purchase order. See Section 20.0 Insurance Responsibility in the Standard Terms & Conditions at the end of this document.

- Dane County Shall be listed as an additional insured.
- The Certificate Holder must be Dane County.

16. Applicable Law:

This contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin and Wisconsin Courts. The parties to this contract agree and covenant that for all purposes, including performance and execution, that this contract will be enforceable in Madison, Wisconsin; and that if legal action is necessary to enforce this contract, exclusive venue will lie in Dane County, Wisconsin.

17. Satisfactory Work:

Any work found to be in any way defective or unsatisfactory shall be corrected by the Contractor at its own expense at the order of the County. The County also reserves the right to contract out services not satisfactorily completed and to purchase substitute services elsewhere. The County reserves the right to charge the vendor with any or all costs incurred or retain/deduct the amount of such costs incurred from any monies due or which may become due under this contract.

18. Proven Experience/Qualifications:

The County will evaluate the experience of the Contractor in providing the proposed services. Each bidder must provide information with their bid that will certify that they are experienced with or meets the requirement of this specification.

To be eligible for a contract award, you must be qualified and able to provide the following as required:

The duration and extent of experience in the operation of grounds maintenance/landscaping services.

Bidder must be in the business of providing grounds maintenance/landscaping service for the past three years.

19. Inspection of Premises:

Bidder's may inspect site(s) prior to submitting bids to determine all requirements associated with the project. Failure to do so will in no way relieve the successful bidder from the necessity of providing, without additional cost to the County, all necessary services that may be required to carry out the intent of the resulting contract. For site access, coordination of work, material storage area designation, and all technical questions, contact:

Locations	Site Coordinator	Telephone Number
Lakeview Hill Conservancy DC Human Service 1202 Northport Drive Madison WI 53704	Dick Black or Darren Marsh	608/242-4577 608/224-3766

SITE VISIT

An on-site visit has been schedule at 10:00 a.m. Monday, October 24, 2005 to tour the above the facility. (Meet at the parking area behind the main building next to the water tower)

STANDARD TERMS AND CONDITIONS

(Request For Bids/Proposals/Contracts)

1.0 **APPLICABILITY:** The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the County of Dane acquires goods or services, or both.

1.1 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Further, the written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County.

1.2 **DEFINITIONS:** As used herein, "vendor" includes a provider of goods or services, or both, who is responding to an RFP or a bid, and "bid" includes a response to either an RFP or a bid.

2.0 **SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Dane County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.

3.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and the vendors shall be held liable.

4.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by Dane County.

5.0 **QUANTITIES:** The quantities shown on this request are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

6.0 **DELIVERY:** Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. Shipments sent C.O.D. or freight collect will not be accepted.

7.0 **PRICING:** Unit prices shown on the bid shall be the price per unit of sale, e.g., gal., cs., doz., ea., etc., as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid evaluation and contract administration.

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Any increase proposed shall be submitted to the contracting department thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industry wide. The conditions under which price increases may be granted shall be expressed in bid documents and contracts or agreements.

7.2 Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any county official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

8.0 **ACCEPTANCE-REJECTION:** Dane County reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 60 days after the date of submission to the County.

8.1 Bids MUST be dated and time stamped by the Dane County Purchasing Division Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing division is necessary; timely deposit in the mail system is not sufficient.

9.0 **METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis. Quantities involved, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service, and past performance, will be considered in determining responsibility.

10.0 **ORDERING/ACCEPTANCE:** Written notice of award to a vendor in the form of a purchase order or otherwise, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by Dane County Purchasing Division.

11.0 **PAYMENT TERMS AND INVOICING:** Dane County normally will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both, which have been delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

11.1 **NO WAIVER OF DEFAULT:** In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by County of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor,

and the making of any such payment or acceptance of any such service or product by County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

12.0 TAXES: Dane County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued tax exempt number ES41279 to Dane County.

12.1 The County, including all its departments, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from Wisconsin sales or use tax on these purchases. Dane County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

14.0 APPLICABLE LAW: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Dane County Circuit Court. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

15.0 ASSIGNMENT: No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of Dane County.

16.0 NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this agreement the contractor agrees, in accordance with WI Stats. sec. 111.321 and Chapter 19 of the Dane County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, and employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The contractor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation.

16.1 Contractors who have twenty (20) or more employees and a contract of twenty thousand dollars (\$20,000) or more must submit a written affirmative action plan to the County Contract Compliance Office within fifteen (15) working days of the effective date of the contract. The County may elect to

accept a copy of the current affirmative action plan filed with and approved by a federal, state or local government unit.

16.2 The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this agreement as they relate to affirmative action and nondiscrimination.

16.3 Failure to comply with the conditions of this clause may result in the contractor's being declared ineligible to do business with the County, termination of the contract, or subject to withholding of payment.

16.4 The contractor agrees to furnish all information and reports required by Dane County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D.C. Ords., and the provisions of this Agreement.

16.5 *Americans with Disabilities Act*: The contractor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

17.0 PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The contractor guarantees goods sold to Dane County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein will not infringe any patent, copyright or trademark. The contractor covenants that it will, at its own expense, defend every suit which shall be brought against Dane County (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

18.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to Dane County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

18.1 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

19.0 WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor. The time limitation in this paragraph does not apply to the warranty provided in paragraph 27.0.

20.0 INSURANCE RESPONSIBILITY: The successful vendor who is providing services to Dane County shall:

20.1 Maintain worker's compensation as required by Wisconsin Statutes, for all employees engaged in the work.

The successful vendor shall furnish evidence of adequate worker's compensation insurance.

20.2 Indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which County, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the successful vendor furnishing the services or goods required to be provided under the contract with the County, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of County, its agencies, boards, commissions, officers, employees or representatives. The obligations of the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

20.3 At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary. County shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful vendor shall furnish County with a certificate of insurance listing County as an additional insured and, upon request, certified copies of the required insurance policies. If the successful vendor's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the duration of this agreement and for two years following the completion of this agreement. The successful vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful vendor shall furnish the County with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either the successful vendor or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the successful vendor. In the event any action, suit or other proceeding is brought against County upon any matter herein indemnified against, County shall give reasonable notice thereof to the successful vendor and shall cooperate with the successful vendor's attorneys in the defense of the action, suit or other proceeding.

20.4 The County reserves the right to require higher or lower limits where warranted.

20.5 In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

21.0 CANCELLATION: County reserves the right to terminate any agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve County of its responsibility to pay for services or goods provided or furnished to County prior to the effective date of termination.

22.0 PUBLIC RECORDS ACCESS: It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Dane County Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

22.1 PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

22.2 Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the County.

22.3 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in WI Stats 19.36(5) must be identified on a designation of Confidential and Proprietary Information form. In any event bid prices will not be held confidential after award or contract.

23.0 RECYCLED MATERIALS: Dane County is required to purchase products incorporating recycled materials whenever technically and economically feasible. Vendors are encouraged to bid products with recycled content which meet specifications.

24.0 PROMOTIONAL ADVERTISING: Reference to or use of Dane County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited.

25.0 ANTITRUST ASSIGNMENT: The contractor and the County of Dane recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the County of Dane (purchaser). Therefore, the contractor hereby assigns to the County of Dane any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

26.0 RECORDKEEPING AND RECORD RETENTION-PUBLIC WORKS CONTRACTS: The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, materialmen and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The County shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

26.1 RECORDKEEPING AND RECORD RETENTION-COST REIMBURSEMENT CONTRACTS: The successful bidder on a contract where payment to the contractor is based on the contractor's costs shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

27.0 YEAR 2000 COMPLIANT: Contractor warrants that: a) all goods, services and licenses sold otherwise provided pursuant to this procurement have been tested for and are fully year 2000 compliant, which means they are capable of correctly and consistently handling all date-based functions before, during and after the year 2000; b) the date change from 1999 to 2000, or any other date changes, will not prevent such goods, services or licenses from operating in a merchantable manner, for the purposes intended and in accordance with all applicable plans and specifications and without interruption before, during and after the year 2000; and c) contractor's internal systems, and those of contractor's vendors, are year 2000 compliant, such that contractor will be able to deliver such goods, services and licenses as required by this procurement.

28.0 LIVING WAGE REQUIREMENT: The successful bidder shall:

- Pay the County's living wage to all its employees engaged in performance of the work, whether on a full-time or part-time basis.
- Make available for the County's inspection its payroll records relating to employees providing services under the agreement.
- Submit certifications as required in section 25.015(7), D.C. Ords.
- Display the County's current living wage poster in a prominent place where it can be easily seen and read by employees.

28.01 In the event its payroll records contain any false, misleading or fraudulent information, or if the successful bidder fails to comply with the provisions s.25.015, D.C. Ords., the County may withhold payments on the contract, terminate, cancel or suspend the contract in whole or in part, or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three (3) years after a second violation is found.

28.02 Bidders are exempt from the above requirements if:

- The maximum value of services to be provided is less than \$5,000;
- The bid involves only the sale of goods to the County;
- The bid is for professional services;
- The bid is for a public works contract where wages are regulated under s.62.293, Wis. Stats.;
- The bidder is a school district, a municipality, or other unit of government;
- The service to be provided is residential services at an established per bed rate;
- The bidder's employees are persons with disabilities working in employment programs and the successful bidder holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
- The bidder is an individual providing services to a family member; or
- The bidder's employees are student interns.

SPECIFICATION

GENERAL INFORMATION AND MAINTENANCE PROVISIONS

- 1) The contractor shall furnish all necessary labor, equipment, tools, and permits as herein noted, transportation, insurance and all necessary supervision to completely maintain all of the above property in accordance with accepted horticulturist standards as per specifications.
- 2) The contractor shall, at all times, maintain a Wisconsin Commercial Pesticide Application License (Cat. 3) as required by State of Wisconsin. Photocopy of license to be provided by the contractor at the request of the County.
- 3) The term " maintenance" in this instrument shall mean all work of gardening, landscaping, exterior grounds upkeep and work of horticultural nature.
- 4) The contractor shall provide a work force sufficient to perform and complete work as it is specified. This work force shall perform the work duties in a professional manner.
- 5) The Contractor shall immediately report any damage to the County's equipment or to property and shall be held responsible for the restitution of any said damage if caused by its neglect or incompetence.
- 6) Cost for repairs or replacement of County's property resulting from damage by other than the Contractor shall be the responsibility of the County
- 7) The contractor shall be responsible for maintaining a high level of safety in equipment and work conditions.
- 8) The contractor will remove all debris, weeds, pruning, etc/ the same day that such items accumulate.
- 9) The contractor shall not be responsible for damage from storms, runoff overflow, mechanical malfunctions or broken water lines, or other act of God.
- 10) The contractor shall provide a trained horticulturist to inspect the premises and issue a written progress report to the County on a scheduled basis. The horticulturist will be available for consultation as requested as specified rates.
- 11) The contractor agrees to deliver the frequency and quantity of services as outlined in the calendarized maintenance schedule attached. Frequencies are chosen based on seasonal averages. Additional or less frequency mowing may be required depending upon growing conditions.
- 12) If damage should occur to the County's property for which the contractor is deemed responsible, the contractor shall be notified and given the opportunity to repair said damage before County makes other arrangements.

TECHNICAL REQUIREMENTS

- 1) **SITE INSPECTION AND HORTICULTURIST:** Comprehensive site review by experienced horticulturist for the purpose of developing written notes regarding the condition of the planting and property.
- 2) **MOWING AND MULCHING CLIPPINGS:** Scheduled mowing of the lawn areas, cleaning up of any clipping dispersed on paved areas, and mulching clippings. turf areas will be mowed at a high consistent with growth habitat of the grass variety. Mowing shall be done when the grass blade reaches a height of no more than one-third greater than the routine mowing height. All mowing equipment shall be maintained to provide the sharpest and cleanest cut to the individual grass blades. In addition to mowing the turf areas, trimming of obstacles and grass edges is performed.
- 3) **LAWN FERTILIZATION:** Fertilizing of the designated lawn areas utilizing professional grade 27-5-10, 50% Slow Release product. With sulfur and mirco-nutirants at the rate of 4 lbs. per 1000 square feet, (1 lb.of actual nitrogen per 1000 square feet.)
- 4) **LAWN HERBICIDE - SPOT APPLICATION:** Labor, equipment, and material involved in the application of a broadleaf lawn herbicide (2,4-d/mcpp combination in an amine salt solution) to localized lawn areas to maintain a consistent weed appearance of the turf.
- 5) **POWER EDGING:** Power edging of the sidewalk and curb with vacuuming and clean as scheduled.
- 6) **BED AREA CHEMICAL WEED CONTROL:** Application of herbicide to weed growth in beds.
- 7) **DEWEEDING:** Deweeding of the bed or planted and open areas of the site to maintain a weed-free, well maintained appearance.
- 8) **TRIMMING AND SHAPING SHRUBBERY:** Exterior trimming and shaping of the evergreen and deciduous shrubbery on the property removing approximately 1/3 -1/2 of the new growth to allow for plant maturation while maintaining a fullness in appearance including clean up of trimmings as scheduled.
- 9) **EDGING:** Mechanical or power edging of the bed areas (shrub, flower, and ground cover) to achieve a 3" deep, hand-trimmed, defined bed edge.
- 10) **RAKING:** Hand raking leaves and debris from the designated lawn areas with spring and fall clean ups
- 11) **REMOVING LEAVES AND DEBRIS:** Cleaning leaves and debris from shrub, flower, ground cover, and open bed areas on the property as designated with spring and fall clean ups.
- 12) **DEBRIS PICK UP - TURF LANDSCAPED AREAS:** Patrolling and picking up trash and debris from lawn and landscaped bed areas on the property prior to mowing.
- 13) **PRUNING OF WATERSPROUTS:** Removal of waterspouts that develop on the designated plant removal

MAINTENANCE SERVICE SCHEDULE
Lakeview Hill and Conservancy
Dane County Human Services, 1202 Northport Drive Madison WI 53704

SPRING AND SUMMER	April	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER
Site Inspection								
Written Report								
Lawn Mowing 16.18 Ac +Trail	Once (1)	Weekly (4)	Weekly (4)	Weekly 4	Weekly 4	Weekly 4	Once week #2	
Debris Removal **		Weekly	Weekly	Weekly	Weekly	Week		
Vegetation Mgmt 2.3 Ac.- Brush Mower (cut at 6:- 8"				Week #3				
Lawn Fertilizer Application								
Lawn Herbicide Treatment								
Routine Edging								
Bed Area Chemical Weed Control								
Trimming & Shaping of Shrubs Building and Sidewalk Areas **			Once		Once			
Weed Removal In Planting Areas								
Raking Leaves								
Removing Leaves & Debris From Beds and hard surface Areas (parking lots and Roadways)	Week #3						Week #3	Week #3
Parks Department is responsible for removal of all debris larger than 5"								

INSTRUCTIONS TO BIDDERS

Bid Format. All bidders must follow the proposal format and include all required information.

Bids must be submitted on the attached bid forms. Dane County reserves the right to accept or reject any and all bids submitted; and to accept such bid(s) deemed to be in the best interest of the County.

The bids shall contain the following information. Bids submitted in any other form may be considered not responsive and may be rejected.

SUBMIT ONLY THE FOLLOWING INFORMATION WITH YOUR BID: (Include An Original And (3) Copies)

1. FORM A - SIGNATURE PAGE (as the first page of your bid)
2. FORM B - PRICE PROPOSAL
3. FORM C - REFERENCES DATA SHEET

Bidder must supply a client list of three (3) firms to which similar services have been provided during the past three (3) years to a comparable sized institution or company.

4. FORM D - COMPLETED QUESTIONNAIRE (and corresponding attachments)

Furnish all required information regarding your business.

QUALIFICATIONS & EXPERIENCE.

Describe the general background and services provided by the organization. Provide history of prior and/or current services. Furnish information on competency in performing comparable services and acceptable financial resources, personnel staffing, equipment, availability, supply sources, and billing requirements.



REQUEST FOR BID
COUNTY OF DANE, WISCONSIN

SIGNATURE AFFIDAVIT

In signing this bid, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this bid, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Bid, and declares that the attached bid and pricing are in conformity therewith.

Company Name (print or type)

Bidder's Name and title (print or type)

Address

Signature

Date

Date

Phone

Phone

Fax

Fax

Person the County can contact regarding questions about your bid (if different from above).

Name

Phone

Fax



REQUEST FOR BID
COUNTY OF DANE, WISCONSIN

PRICE PROPOSAL

For the price(s) listed below, our firm hereby offers to provide Grounds Maintenance /Landscape Services at the following locations in accordance with the Maintenance Service Schedule and Terms and Conditions of this bid:

Company Name _____

Lakeview Hill and Conservancy
Dane County Human Services, 1202 Northport Drive Madison WI 53704

2006 One Year Contract Term: \$ _____ **This amount represents**
the total for year 2006 season.

REFERENCE DATA SHEET

FOR VENDOR: _____

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for three (3) or more installations with requirements similar to those included in this solicitation document.. References may be checked at the County’s discretion

Company Name

Address (include ZIP)

Contact Person

Phone No.

Product(s) and/or Service(s) Used

Company Name

Address (include ZIP)

Contact Person

Phone No.

Product(s) and/or Service(s) Used

Company Name

Address (include ZIP)

Contact Person

Phone No.

Product(s) and/or Service(s) Used

Company Name

Address (include ZIP)

Contact Person

Phone No.

Product(s) and/or Service(s) Used

QUESTIONNAIRE

Please answer all questions. Attach additional sheets as necessary.

BUSINESS IDENTIFICATION:

1. Name of the firm under which you do business: _____

2. Permanent main office address: _____

3. Phone No.: () _____ - _____ Fax No. () _____ - _____

Email: _____

Type of organization: (Check all applicable)

- € Individually-Owned € Partnership € Corporation € Joint Venture
- € Private € Public € Profit € Non-profit

If a corporation, enter the date of incorporation and the state in which incorporated:

Date: _____ State: _____

4. Identify number of employees: _____

5. Enter the number of years you have been in business under the present firm name: _____

6. Enter any other names your firm has done business under. Indicate the dates, locations and number of years for each:

Identify name, title and telephone no. of person(s) in your organization authorized to negotiate and bind the Contractor to a contract.

QUALIFICATIONS & EXPERIENCE:

Experience. Furnish written information about your experience. State all locations, and dates of operation; the types and size of events; if appropriate, the numbers and kinds of employees involved; and any other relevant details which would indicate your capability to perform such operations. Attach as many sheets as needed to fully set forth this information.

7. Describe the general background and services provided by the organization: Use additional sheets as necessary.

