



**REQUEST FOR BID  
FOR SERVICES**  
Department of Administration  
Purchasing Division

<b>BID NUMBER</b>	109118
<b>RFB TITLE</b>	Grounds Maintenance Services for the Dane County Regional Airport
<b>PURPOSE</b>	The purpose of this RFB is to solicit bids from responsive and responsible bidders to provide grounds maintenance services in accordance with the scope of services.
<b>DEADLINE FOR BID SUBMISSIONS</b>	<b>2:00 P.M. Central Time November 18, 2009</b>  Late bids, faxed bid, electronic mail bids or unsigned bid will be rejected
<b>SUBMIT BID TO THIS ADDRESS</b>	DANE COUNTY PURCHASING DIVISION ROOM 425 CITY COUNTY BUILDING 210 MARTIN LUTHER KING JR BLVD MADISON, WI 53703-3345
<b>REQUIRED BID COPIES</b>	Submit (1) Original a total of ( 2 ) copies of your bid (Part 4 - Required Bid Forms Only)
<b>VENDOR CONFERENCE/TOUR</b>	There will be a vendor tour on Thursday, October 29, 2009 at 10:00 am Airfield Maintenance Facility located at 2601 Darwin Road. Madison WI 53704
<b>PLEASE DIRECT ALL INQUIRES TO</b>	<b>NAME</b> Francisco Silva
	<b>TITLE</b> Purchasing Agent
	<b>PHONE #</b> 608-267-3523
	<b>FAX #</b> 608/266-4425
	<b>EMAIL</b> silva@co.dane.wi.us
	<b>WEB SITE</b> <a href="http://www.danepurchasing.com">www.danepurchasing.com</a>
<b>THIS RFB IS COMPRISED OF:</b>  Part 1 - General Guidelines & Information  Part 2 - Technical Bid Requirement Specifications Overview Technical Specifications  Part 3 - Description of Service Schedule A  Part 4 - Required Bid Forms	<b>RESPONSE CHECKLIST:</b>  <input type="checkbox"/> Signed Affidavit – Completed Bid Forms  <input type="checkbox"/> Submit one original and <a href="#">required bid copies</a>  <input type="checkbox"/> Label the lower corner of your bid with the Bid number
<b>DATE BID ISSUED: 10/21/2009</b>	

BID BLANK FOR SERVICES.

## Part 1 General Guidelines and Information

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### 1. Introduction:

Dane County invites and will accept bids for the service outlined in Part 3 Description of Service The County as represented by Purchasing Division, intends to use the results of this process to award a contract(s) or issuance of purchase order.

### 2. Vendor Registration Program:

All bidders wishing to submit a bid/proposal 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 [www.danepurchasing.com](http://www.danepurchasing.com) or you can obtain a Vendor Registration Form by calling 608.266.4131. Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award.

### 3. Project/Contract Administration:

The County agency(s) utilizing the service will be responsible for coordinating, monitoring and administering the resulting service contract/purchase order. The agency shall be responsible for notifying vendor relative to contract renewals /extensions. Any modifications to contracts/purchase orders shall be communicated by the agency to the purchasing office to be added to the agreement.

### 4. Clarification/Questions:

Any questions concerning this Bid must be submitted in writing by mail, fax or email at least **FIVE WORKING DAYS** prior to the bid deadline. Requests submitted after that time **WILL NOT** be considered. All inquiries must be directed to the person indicated on the cover page.

### 5. Addendums:

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 posted on the Purchasing Division web site at [www.danepurchasing.com](http://www.danepurchasing.com) Bidders are reminded to regularly monitor the web site for any such postings. Bidders must acknowledge the receipt/review of any addendum(s) on the bottom of the Signature Affidavit.

The Purchasing Division has the sole authority for modifications of this specifications and or bid.

### 6. Term

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run for one year from the date, with an options by mutual agreement of the County and contractor, to renew for(2) two additional one year periods.

These are not automatic extensions. Vendor performance may be taken into consideration in the decision by the contracting agencies and the Purchasing Division to either continue this contract into **each of the two (2)** optional renewal years or to terminate and re-bid this contract

**Anticipated start date: April 2010**

**7. Acceptance:**

Bid shall remain fixed and valid for acceptance for sixty (60) calendar days starting on the due date of the bid. The County also retains the right to accept or reject any or all bids, request best and final offers and negotiate contract terms

**8. Preliminary Evaluation**

Bids must be submitted on the attached bid forms. The bid will be reviewed initially to determine if any technical requirements are met

**9. Proven Experience/Qualifications:**

Bidders shall provide information with their proposal that will certify that they are experienced with or meets the requirement of this specification to be eligible for a contract award. **Complete Statement of Qualifications Form)**

**10. Award:**

Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid

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, references, the 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, fleet continuity 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 reserve the right to accept any bid proposal or to reject any or all bid proposals, or to award a contract on such basis as deemed to be in the agency's best interest. Dane County reserves the right to reduce the scope of services during the term of the contract.

**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 Office 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 or service to be provided. Upon receipt, the County shall issue a Change Order adding the service or 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 add- ons.

Contractor may be required to sign a County of Dane Service Agreement.

**12. 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

**13. Termination of Contract:**

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

**14. 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.

**15. Pricing:**

- 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.
- All prices, costs, and conditions outlined in the bid shall remain fixed.

**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.

**16. Payment Terms and Invoicing:**

- Payment:** The County's normal payment terms are net 30 days.

Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified.

Contractor shall submit monthly **invoices** for services rendered. All invoices shall contain complete and accurate information.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order or contract. In no instance shall the contractor invoice the County for more than is authorized by the County on the issued purchase order or contract

NON-ALLOWED CHARGES. other incidental or standard industry charges not identified herein, are not allowed under this contract. Miscellaneous service charges used to help the Contractor pay various fluctuating current and future costs are not allowed. These include, but are not limited to, costs directly or indirectly related to the environment, energy issues, fuel charges, service and delivery of goods and services.

**17. 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.

**18. Permits, Licenses,**

The Contractor selected under this bid shall be required to obtain the necessary permits and licenses 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 and licenses to comply with pertinent regulations, municipal, county, State of Wisconsin and Federal laws, and shall assume liability for all applicable taxes

#### 19. Living Wage:

Note, this bid is subject to the current living wage ordinance. The portion of the ordinance that pertains to proportionate application of the living wage was changed by the Dane County Board of Supervisors effective 09/06.

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 information on this change go to:

[http://www.danepurchasing.com/living\\_wage.aspx](http://www.danepurchasing.com/living_wage.aspx)

#### 20. Insurance:

The successful vendor is required to submit to Dane County a Certificate of Insurance prior to performing any work under this contract. Certificate is required prior to issuance of purchase order. See Section 20.0 Insurance Responsibility in the Standard Terms & Conditions.

Contact your insurance representative to issue an Additional Insured Endorsement naming County of Dane, to your General Liability coverage as shown below. **Address certificate holder as shown below.** Indicate mailing address for County of Dane as shown below.

The contract requires a current certificate of insurance on file (listing all policies) with the County Risk Management Department listing the **certificate holder** as:

1. COUNTY OF DANE its boards, commissions, agents, officers, employees and representatives  
Risk Management City County Bldg Rm 425  
210 Martin Luther King Jr Blvd. Madison WI 53703
2. COUNTY OF DANE, a municipal corporation, its boards, commissions, agencies, officers, employees and representatives listed as an **ADDITIONAL INSURED** on the General Liability policy. A notation of this endorsement on the certificate is acceptable. Bodily Injury and Property Damage Liability minimum limit \$1,000,000.
3. **30 Days written notice** to us as certificate holder from your insurer in the event of cancellation for any reason before the expiration date of your polic(ies).

Mail the certificate of insurance to:

Risk Management  
210 Martin Luther King Jr Blvd, Room #425,  
Madison, WI 53703.

Call 266-4965 with any questions. You may fax it 608/266-4425

## **21. Domestic Partner Equal Benefits Requirement**

The contractor [or grant beneficiary] agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The contractor [or grant beneficiary] agrees to make available for County inspection the contractor's payroll records relating to employees providing services on or under this contract or subcontract [or grant]. If any payroll records of a contractor [or grant beneficiary] contain any false, misleading or fraudulent information, or if a contractor [or grant beneficiary] fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer 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 years after a second or subsequent violation is found

[http://www.danepurchasing.com/partner\\_benefit.aspx](http://www.danepurchasing.com/partner_benefit.aspx)

## **22. 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.

**There will be a vendor tour on:**

**Thursday, October 29, 2009 at 10:00 am  
At the Airfield Maintenance Facility located at 2601 Darwin Road.  
Madison WI 53704**

**Contact person: Bill LeGore 608 246-3389**

# STANDARD TERMS AND CONDITIONS (Request For Bids/Proposals/Contracts)

DCO CHS 19,25 Rev. 07/07

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. Said 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 vendor shall be held liable for injury resulting from any deviation.

4.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

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. County will reject shipments sent C.O.D. or freight collect.

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. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are 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. **THERE WILL BE NO EXCEPTIONS TO THIS POLICY.**

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. Among other things, quantities, 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 other document, 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 the Dane County Purchasing Division.

11.0 **PAYMENT TERMS AND INVOICING:** Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

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: The 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 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. The County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor 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 AND VENUE: 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 vendor 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 vendor 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 vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 19 of the Dane County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an 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 vendor 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 Vendors 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's Contract Compliance Officer 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 vendor 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 these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

16.4 The vendor 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 vendor 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 vendor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County (provided that such vendor 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 the 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. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor. The time limitation in this paragraph does not apply to the warranty provided in paragraph 27.0.

20.0 INSURANCE RESPONSIBILITY: The successful vendor shall:

20.1 Maintain worker's compensation coverage 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 do 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 insurance limits where County deems necessary.

20.5 In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every subvendor 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 are not 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 shall be 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 section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. In any event, bid prices will not be held confidential after award of 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 vendor 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 successful vendor 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 vendor 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: Where payment to the vendor is based on the vendor's costs, vendor 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 County 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 vendor. The vendor 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: Vendor 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) vendor's internal systems, and those of vendor's vendors, are year 2000 compliant, such that vendor will be able to deliver such goods, services and licenses as required by this procurement.

28.0 LIVING WAGE REQUIREMENT: The vendor shall, where appropriate, comply with the County's Living Wage requirements as set forth in section 25.015, Dane County Ordinances.

28.01 In the event its payroll records contain any false, misleading or fraudulent information, or if the vendor fails to comply with the provisions of 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 vendor the right to participate in bidding on future County contracts for a period of one (1) 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.

28.03 COMPLIANCE WITH FAIR LABOR STANDARDS. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

28.04 PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).

28.05 PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation or union organizing."

## Part 2 Technical Bid Requirements

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Bids must be submitted on the attached RFP forms. Dane County reserves the right to accept or reject any and all bids submitted; and to accept such bids deemed to be in the best interest of the County. The bids will be reviewed initially to determine if technical requirements are met.

❑ **Proven Experience/Qualifications:**

Bidders shall provide information with their proposal that will certify that they are experienced with or meets the requirement of this specification to be eligible for a contract award. Complete Statement of Qualifications (Attachment)

Bidders shall have access to all necessary equipment and the organizational capacity and technical competence necessary to complete all specifications listed in the scope of services

Bidder shall maintain a permanent place of business. If requested, provider must provide financial statements, to evidence the provider has adequate financial resources to complete the work proposed, as well as all other work the provider is presently under contract to perform.

❑ **References:**

A minimum of three selected organizations may be contacted and/or visited to determine the quality of work performed and personnel assigned to the contract. Complete **Reference Data Sheet (Attachment**

## Part 2 Specifications Overview

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1. All work listed shall be performed in a thorough and professional manner and in accordance with accepted industry methods and practices. All work shall be in strict compliance with all local and state codes, ordinances, laws, and policies.
2. The provider 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. All tools, equipment and supplies and shall meet all applicable local, State and Federal Standards. Upon request, the successful provider shall submit a written list of all supplies with attached Material Safety Data Sheets (MSDS) intended for use in the facility.
3. The term “ maintenance” in this instrument shall mean all work of gardening, landscaping, exterior grounds upkeep and work of horticultural nature.
4. The provider shall provide an adequate number of competent, properly trained personnel with sufficient supervision to provide the required services at all times. The provider shall provide all personnel with a complete set of specifications and schedules to ensure all required services are completed. All work listed shall be performed in a thorough and professional manner and in accordance with accepted industry methods and practices. All work shall be in strict compliance with all local and state codes, ordinances, laws, and policies.
5. The Provider 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 Provider shall be the responsibility of the County
7. The provider shall be responsible for maintaining a high level of safety in equipment and work conditions.
8. The provider will remove all debris, weeds, pruning, etc/ the same day that such items accumulate.
9. The provider 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.
10. The provider agrees to deliver the frequency and quantity of services as outlined in the calendarized maintenance scheduled attached. Frequencies are chosen based on seasonal averages. Additional or less frequency mowing may be required depending upon growing conditions.
11. If damage should occur to the County’s property for which the provider is deemed responsible, the provider shall be notified and given the opportunity to repair said damage before County makes other arrangements.

## TECHNICAL SPECIFICATIONS

- 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 roads and parking lots, 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 watersprouts that develop on the designated plant removal

## Part 3

### DESCRIPTION OF SERVICE SCHEDULE A

#### Scope of services:

#### 1) AIRPORT LOCATIONS:

The following three (3) locations at the Airport shall each be itemized as separate areas:

##### a. Airpark

1. International Lane: International Lane traffic medians from Packers Avenue intersection north to Darwin Road intersection: Perennial and annual beds; mowing and trimming. Parkways (between sidewalk and road) on both sides of International from Packers Avenue intersection to Anderson Street: Mowing and trimming.
2. Anderson Street: Parkway on south side of Anderson Street from International to the termination of the sidewalk east of Pankratz Street: Mowing and trimming.

##### b. Parking Lots

1. Traffic islands on International Lane north of Darwin Road intersection: Perennial beds; mowed border around prairie landscape areas.
2. Parkways east and west of International Lane north of Darwin Road: Mowing and trimming; mulching around trees; mowed border around prairie landscape areas.
3. Surface Parking Lot, including entrance and exit plaza terraces and parking lot islands: Bed maintenance; mowing and trimming; tree mulching.
4. Parking Ramps: Mowing and trimming; shrub trimming; ornamental tree pruning; bed maintenance.
5. Economy Lot: Mowing and trimming around lot; weed control on parking islands; mulching around trees.
6. South Lot: Mowing and trimming; bed maintenance.

##### c. Terminal Building

1. Maintenance of beds along south, west and north faces of terminal building.
2. Mowing, trimming and weed control in courtyard south of terminal including wooden arbor.
3. Annuals and maintenance of flower pots at entrance vestibules.

##### d. Consult Airport point of contact for specific locations.

- 2) **ANNUAL FLOWERS**: Provide annual flowering plants to areas specified by Airport. Annual flowers shall be fresh young plants, insect and disease free, without blooms or in bud with sparse blooms. Plants shall have a healthy, vigorous, bushy, compact appearance with good green leaf color and well-developed, uncrowded root systems. Plants to be planted in landscape sections in matched form.
- 3) **MULCH**: Tree, Shrub and Perennial Plantings: one-year-old, well rotted, shredded hardwood bark mulch not larger than 4" in length and ½" in width, free of woodchips and sawdust. Annual Plantings: mix of 25% cocoa bean hull mulch with 75% well composted manure.
4. **WATER**: Supplied by Provider. Hoses and sprinklers supplied by Provider.

**DANE COUNTY**  
**GROUNDS MAINTENANCE SERVICE SCHEDULE**  
Dane County Regional Airport  
4000 international Lane  
Madison WI 53704

<b>DUTIES</b>	<b>APRIL</b>	<b>MAY</b>	<b>JUNE</b>	<b>JULY</b>	<b>AUGUST</b>	<b>SEPTEMBER</b>	<b>OCTOBER</b>
<b>Site Inspection</b>	Once	Once	Once	Once	Once	Once	Once
<b>Written Report</b>		Once		Once		Once	
<b>Debris Removal (all areas)</b>	Once	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
<b>Lawn Mowing</b>		As Req'd	As Req'd	As Req'd	As Req'd	As Req'd	As Req'd
<b>Lawn Reseeding (Damaged Areas)</b>		Once as req'd					
<b>Lawn Fertilizer &amp; Herbicide Treatment</b>	Once		Once			Once	
<b>Routine Edging</b>	Once	At Mowing	At Mowing	At Mowing	At Mowing	At Mowing	At Mowing
<b>Bed Area Herbicide Treatment</b>	Once	As req'd	As req'd	As req'd	As req'd	As req'd	As req'd
<b>Bed Area Annuals</b>	Perform spring cleanup	Prepare beds; plant annuals	Dead head annuals	Dead head annuals	Dead head annuals		
<b>Watering</b>		Annuals	As req'd	As req'd	As req'd	As req'd	
<b>Mulching</b>	Mulch trees, beds						Add mulch to depth
<b>Pruning of Ornamentals &amp; Shrubs</b>	Once						Once
<b>Perennials &amp; Ornamental Grasses</b>	Spring cleanup & cut backs					Divide & transplant as necessary	
<b>Weed Removal In Planting Areas</b>	Once	As req'd	As req'd	As req'd	As req'd	As req'd	As req'd
<b>EXACT DATES ARE VARIABLE WITH WEATHER CONDITIONS</b>							

<b>BIDDER COVER PAGE SIGNATURE AFFIDAVIT</b>	
<b>NAME OF FIRM:</b>	
<b>STREET ADDRESS:</b>	
<b>CITY, STATE, ZIP</b>	
<b>CONTACT PERSON:</b>	
<b>PHONE #:</b>	
<b>FAX #:</b>	
<b>EMAIL:</b>	

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.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name (type or print**

\_\_\_\_\_  
**Date**

This firm hereby acknowledges receipt / review of the following addendum(s) (If any)

Addendum # \_\_\_\_\_ Addendum # \_\_\_\_\_ Addendum # \_\_\_\_\_ Addendum # \_\_\_\_\_

**PRICE PROPOSAL  
SCHEDULE B**

<b>NAME OF FIRM:</b>	
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For the price(s) listed below, our firm hereby offers to provide Grounds Maintenance Services at the following location in accordance with the terms and conditions of this bid:

Special attention should be given to the Living Wage Requirements

Indicate total dollar amount for each year contract season

**DANE COUNTY REGIONAL AIRPORT**

Dane County Regional Airport  
4000 international Lane  
Madison WI 53704

**2010 First Contract Term:**     \$ \_\_\_\_\_ April - October 2010

**2011 Second Contract Term:** \$ \_\_\_\_\_ April - October 2011

**2012 Third Contract Term:**  \$ \_\_\_\_\_ April - October 2012

**Grand total:**     \$ \_\_\_\_\_

## FAIR LABOR PRACTICES CERTIFICATION

Dane County Ordinance 25.11(28)

NAME OF FIRM: \_\_\_\_\_

The undersigned, for and on behalf of the PROPOSER, BIDDER OR APPLICANT named herein, certifies as follows:

1. That he or she is an officer or duly authorized agent of the above-referenced PROPOSER, BIDDER OR APPLICANT, which has submitted a proposal, bid or application for a contract with the county of Dane.

2. That PROPOSER, BIDDER OR APPLICANT has: (Check One)

\_\_\_\_\_ not been found by the National Labor Relations Board ("NLRB") or the Wisconsin Employment Relations Commission ("WERC") to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this Certification is signed.

\_\_\_\_\_ been found by the National Labor Relations Board ("NLRB") or the Wisconsin Employment Relations Commission ("WERC") to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this Certification is signed

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Officer or Authorized Agent

\_\_\_\_\_  
Business Name

**NOTE: You can find information regarding the violations described above at:**  
[www.nlr.gov](http://www.nlr.gov) and <http://werc.wi.gov>.

**For Reference Dane County Ord. 28.11 (28) is as follows:**

**(28) BIDDER RESPONSIBILITY. (a)** Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder's responsibility to perform the contract.

**If you indicated that you have been found by the NLRB or WERC to have such a violation, you must include a copy of any relevant information regarding such violation with your proposal, bid or application.**

**REFERENCE DATA SHEET**

<b>NAME OF FIRM:</b>	
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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 for bid evolution purposes.

**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 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**LIVING WAGE CERTIFICATION**  
**(Corporate or LLC Contractor)**

<b>NAME OF FIRM:</b>	
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The undersigned, for and on behalf of the contractor named herein, certifies as follows:

1. That he or she is an officer or duly authorized agent of the above-referenced contractor ("the contractor") which has a service contract ("the contract"), as defined in s. 25.015(1)(d) of the Dane County Ordinances ("D. C. Ords."), with the county of Dane; that the contractor has been provided with a copy of s. 25.015, D. C. Ords.; and that its officers and managers have familiarized themselves with the requirements of s. 25.015, D. C. Ords.;
2. That the contractor has to date paid all workers employed in the performance of the contract, whether on a full-time or part-time basis, the living wage of not less than \_\_\_\_\_ per hour; that the contractor has, as to all requests to date, made available for county inspection the contractor's payroll records relating to employees providing services on or under the contract; that the contractor has provided a written notice comporting with s. 25.015(4), D. C. Ords., to each and every subcontractor providing services under the contract; that the contractor has kept posted at the site of the work in a prominent place where it can be easily seen and read by persons employed in the performance of the contract, a poster setting forth the county's current living wage together with information of the means the reader may use to file a complaint of violation; that the contractor has supplied copies of the county's current living wage requirement to any person employed in the performance of the contract at the request of such person and within a reasonable period of time after the request; that as to county-compensated services, the contractor has kept full and accurate payroll records for every employee who is subject to s. 25.015, D. C. Ords., and that the same are available, on demand, to the county's contract compliance officer or designee; that the contractor has not retaliated against any employee, if any, who has filed a complaint under s. 25.015, D. C. Ords.; and that the contractor has not used the living wage requirement of s. 25.015, D. C. Ords., to reduce the wage paid to any person employed by the contractor or grant beneficiary as of December 31, 1998.

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Officer or Authorized Agent

\_\_\_\_\_  
Business Name