

Department of Public Works City Engineering Division

Robert F. Phillips, P.E. City Engineer

City-County Building, Room 115 210 Martin Luther King, Jr. Boulevard Madison, Wisconsin 53703 FAX 608 264 9275 www.cityofmadison.com

DATE: July 22, 2015

TO: CONTRACTORS SUBMITTING PROPOSALS PACKERS AVENUE AND NORTHPORT DRIVE MEDIAN REPLANTING- 2015 WITHIN THE CITY OF MADISON

FROM: ROBERT F. PHILIPS, CITY ENGINEER

SUBJECT: RFP Packers Avenue and Northport Drive Median Replanting- 2015 within this proposal, (See Proposal Documents)

The City of Madison Engineering Division is requesting Contractor proposals for providing the cost for purchasing and providing labor to install eight hundred (800) plants within each median specified within this bid document. The Contractor shall have adequate experience and knowledge in the care of native and perennial plants.

The intent for the Request for Proposal is to allow Contractors the opportunity to enter into a contract with the City of Madison for the required project as detailed in the Request for Proposals (RFP).

Please refer to the RFP for pertinent information and dates. The following items are included with the RFP and considered part of it:

- Scope of Work
- Location map for project planting site

The RFP may be obtained at any of the following online locations:

State of Wisconsin, VendorNet System – <u>www.vendornet.state.wi.us</u> City of Madison Public Works – <u>www.cityofmadison.com/business/pw/requestforproposals.cfm</u> Demandstar by Onvia:- <u>www.demandstar.com</u>

Interested Contractors shall submit 1 copy of their Proposals to the Office of the City Engineer by 2:00 PM on Thursday August 13, 2015. Submit proposal to:

Glenn Clark – Program Specialist City of Madison, Engineering Division 210 Martin Luther King Jr. Blvd., Room 115 Madison, WI 53703

Please carefully review the RFP and follow all instructions. The successful Contractor must be agreeable to the City Of Madison standard contract language in the Sample Contract. Questions regarding this project may be directed to the project manager Glenn Clark at 608 266-4751 or 608-266-4092

Sincerely,

hilois

Robert F. Phillips, P.E., City Engineer

Cc: Mike Dailey

608 266 4751

Assistant City Engineer Michael R. Dailey, P.E.

Principal Engineers Christina M. Bachmann, P.E. John S. Fahrney, P.E. Gregory T. Fries, P.E. Christopher J. Petykowski, P.E.

Facilities & Sustainability Jeanne E. Hoffman, Manager

Operations Supervisor Kathleen M. Cryan

Mapping Section Manager Eric T. Pederson

> Financial Officer Steven B. Danner-Rivers Hydrogeologist Brynn Bemis

Request for Proposal

For

Packers Avenue and Northport Drive Median Replanting - 2015

Project No. 10182 -1

Issued by City of Madison, Wisconsin

Engineering Division

Due Date: August 13, 2015 2:00 p.m. Thursday

There will be no public opening Submit bids to Room 115 City County Building 210 Martin Luther King Jr. Blvd...



Office of City Engineering **City Engineering** Room 115, City County Building 210 Martin Luther King Jr. Boulevard Madison, WI 53703-3346 TEL: 608/266-4751 FAX: 608/264-9275 Website: www.cityofmadison.com/engineering.html

Project No. 10182 -1

Packers Avenue-Northport Drive Median Replanting- 2015

Due Date: Thursday August 13, 2015 at 2:00 p.m.

Return To: City of Madison Engineering 210 Martin Luther King, Jr. Blvd., Room 115 Madison, WI 53703-3346

Notice and Instructions to Bidders

Bid document must be received in the above office no later than the due time and date or they will be considered late and will be rejected.

Submit **one (1) original** complete copy of your proposal. Include all required information and/or certifications as stated in Section 2.9

All proposals must be packaged, sealed and clearly labeled in the lower left hand corner:

Bidder Name and Address

TITLE: Packers Avenue and Northport Drive Median Replanting- 2015

2:00 p.m., Thursday, August 13, 2015

Deliver sealed proposals to:

City of Madison Engineering Room 115, City-County Building 210 Martin Luther King Jr. Blvd. Madison, WI 53703-3346

Late, faxed and/or unsigned proposals will be rejected.

For questions regarding this bid, contact:

Glenn Clark, Program Specialist I City of Madison Engineering Phone: 608-266-4092 Fax: 608-264-9275 Email: gclark@cityofmadison.com



NOTICE OF INTENT TO RESPOND

Packers Avenue and Northport Drive Median Replanting - 2015

Please return this form via fax (whether or not you intent to participate.)

No later than:	N/A
То:	Glenn Clark
Fax no.	608-264-9275
Company Name	
Contact Name	
Contact Title	:
Address	:
Contact Telephone	
Contact Email	
Switchboard Telephone	
Fax	:
Mark one of the following	: We do plan to respond and submit a proposal
	We do not plan to respond to this BID DOCUMENT
Reason, if no	
Indicate the names of up to a attendees from your company who plan to attend the pre proposal meeting	y -
Name	
Name	:
Name	:



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Exhibit A: Sample Contract for Purchase of Services	Not Attached to Contract (Not to be submitted with bid)			
Exhibit B: Standard Terms and Conditions	Not Attached to Contract (Not to be submitted with bid)			



SECTION 1.0 GENERAL BID DOCUMENT AMINISTRATIVE INFORMATION

1.1 INTRODUCTION

The City of Madison is seeking proposals from qualified contractors to provide the Department of Public Works with Landscape Services for selected median planting bed in the city of Madison.

The goal is to assure that high quality service is provided to the City on a timely basis.

1.2 DEFINITIONS

"City of Madison," "City," "Purchasing," and referenced departments, i.e., "Public Works," "Engineering," etc. mean the City of Madison.

"Bid," "proposal," "offer," and "contract" are synonymous; and it is understood that once the City accepts the same, the document will constitute the contract contemplated by these instructions.

1.3 ADDENDA

Revisions to any part of the BID DOCUMENT or provision of additional information shall be made by addenda. Bidders must acknowledge the receipt of any addendum in the appropriate section. It shall be the responsibility of the Bidders to regularly monitor the bid distribution websites used by the City (<u>http://www.cityofmadison.com/business/pw/requestForProposals.cfm</u>, <u>www.demandstar.com</u>, and <u>www.vendornet.state.wi.us</u>) for any such postings. Failure to retrieve such addenda and include their appropriate provisions in your response, may result in your proposal being disqualified.

1.4 ORAL PRESENTATIONS / SITE VISITS / PRE-BID MEETINGS

Bidders may be asked to attend pre-bid meetings, make oral presentations, inspect City locations or make their facilities available for a site inspection as part of this bidding process. Such presentations, meetings or site visits will be at the bidder's expense.

1.5 ACCEPTANCE/REJECTION OF PROPOSALS

- 1.5.1 The City reserves the right to accept or reject any or all bids submitted, in whole or in part, and to waive any informalities or technicalities which at the City's discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any Bidder responding to this request. The City expressly reserves the right to reject any and all bids responding to this invitation without indicating any reasons for such rejection(s).
- 1.5.2 The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

1.6 INCURRING COSTS

This Bid Document does not commit the City to award a contract, pay any costs incurred in preparation of bids, or to procure or contract for services or equipment.

1.7 BIDDER'S RESPONSIBILITY

Bidders shall examine this contract documents and shall exercise their own judgment as to the nature and scope of the work required. No plea of ignorance of conditions or difficulties that exist or may hereafter arise in the execution of the work under this contract as a result of failure to make necessary examinations and investigations, shall be accepted as



an excuse for any failure or omission on the part of the bidder to fulfill the requirements of the contract.

- 1.7.1 All prospective bidders are required to b pre-qualified by the City of Madison Engineering Division prior to bid due date. Failure to do so, shall result in bid rejection. In order to meet this prequalification requirement the bidder shall either:
 - a) be prequalified or become prequalified under Section II, <u>Street, Utility, and</u> <u>Site Construction</u> – Category B or C; Item 245, Landscaping, Maintenance; or Item 250, Landscaping Site and Street, thru the City's standard prequalification process for all contracts; or
 - b) become prequalified for purposes of bidding on this Purchase of Service Contract:
 - -provide proof of financial responsibility (bank reference letter, available line of credit, financial statement)
 -provide proof of technical ability to perform the work (project references, equipment, personnel & experience, etc.)
 - -provide proof of ability to meet the requirements of the Purchase of Service Contract (Affirmative Action, Indemnification, Insurance requirements per Purchase of Service Agreement)

Contact Michael Dailey at 608-266-4058 or <u>mdailey@cityofmadison.com</u> for assistance with prequalification under either of above.

Electronic version of these documents can be found on the City of Madison web site at:

http://www.cityofmadison.comlbusiness/pw/requestForProposals.cfm

1.8 BIDDER QUALIFICATIONS

The City of Madison may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose, as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigated of, such bidder fails to understand the full scope of work and is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

1.9 BID DOCUMENT CONTENT

The selection of a contractor and the contract will be based on the information submitted in the vendor's proposal plus references and any required on-site visits or oral presentations. Failure to respond to each of the requirements in the BID DOCUMENT may be the basis for rejecting a response.

1.10 Multiple Proposals

Multiple proposals from a vendor will be permissible, however each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc. on each page included in the response. Alternate acquisition plans do not constitute multiple proposals

1.11 WITHDRAWAL OR REVISION OF PROPOSALS

1.11.1 A bidder may, without prejudice, withdraw a proposal submitted prior to the date and time specified for receipt of proposals by requesting such withdrawal in writing before the due



time and date for submission of proposals. Telephone requests for withdrawal shall not be accepted. After the due date of submission of bids, no bid may be withdrawn by the bidder for a period of 90 days or as otherwise specified or provided by law.

1.11.2 Any bidder may modify his/her bid by fax communication to the City of Madison Engineering Division at any time prior to opening of bids. The communication shall not reveal the proposal price, but shall provide the addition or subtraction or other modification.

1.12 DESIGNATION OF PROPRIETARY INFORMATION

- 1.12.1 All restrictions on the use or inspection of data contained within a bid shall be requested prior to submission of the bid itself. Written requests for confidentiality shall be submitted to the City of Madison Purchasing Office by the bidder prior to the bid submission date.
- 1.12.2 Requests that are granted shall use the following format:
 - Any information to be considered confidential or proprietary must clearly stated on the attached "Designation of Confidential and Proprietary Information" form and separated / packaged from the rest of the proposal.
 - Co-mingling of confidential/proprietary and other information is not acceptable.
 - Neither a bid, in its entirety, nor bid price information will be considered confidential and/or proprietary.
 - Any information that will be included in any resulting contract cannot be considered confidential.
- 1.12.3 Proprietary information submitted in a bid, or in response to the BID DOCUMENT, will be handled in accordance with the applicable Wisconsin State Statute(s). To the extent permitted by law, it is the intention of the City to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of the City. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law.

1.13 STANDARD CONTRACT

A standard contract is not included within this document but can be seen at the following website:

http://www.cityofmadison.com/finance/documents/STC.pdf

http://www.cityofmadison.com/finance/documents/STC.pdf

1.14 BINDING OFFER

A bid submitted in response to this BID DOCUMENT shall constitute a binding offer. Acknowledgement of this condition shall be indicated, on the "Request for Bid Signature Page," by the signature of the Bidder or an officer of the Bidder legally authorized to execute contractual obligations. By submitting a bid, the Bidder affirms its acceptance of the terms and conditions of this BID DOCUMENT, including its attachments and exhibits, without exception, deletion or qualification, and without making its offer contingent.

1.15 PUBLIC OPENINGS

There will be no public opening of submitted bids.

1.16 BID DISTRIBUTION NETWORKS



The City of Madison posts all bid announcements, addenda notices, and bid documents on two bid distribution networks. All bidders must access documents, information, amendments or supplements from either one of these websites. It shall be the responsibility of the Bidders to regularly monitor the bid distribution websites for any such postings. Failure to retrieve such addenda and include their appropriate provisions in your response may result in your proposal being disgualified.

State of WI VendorNet System

(WI state and local agencies post bids on this network. Registration is FREE.)

http://vendornet.state.wi.us/vendornet/default.asp

In the future, requests for bids and requests for proposals from the City of Madison for this project's service or commodity will be sent automatically only to vendors subscribing to VendorNet. If questions exist about VendorNet, call the VendorNet Information Center at 1-800-482-7813 or, for Madison area organizations, call 264-7898.

• DemandStar by Onvia

(National bid distribution system with graduated fee schedule to subscribe by county, region, state or on a national level.)

http://www.demandstar.com/

City of Madison Engineering Website

http://www.cityofmadison.com/business/pw/requestForProposals.cfm

1.17 PUBLIC RECORDS

Bidders are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a "trade secret" – defined in State of Wisconsin Statutes – may be held confidential. Bidders shall seal separately and clearly identify all information they deem to be "trade secrets," as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and sealed, elsewhere in your response.

S. 19.6(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90 (1) (c).

s. 134.90(1)(c)

(c) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.



2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a bid in its entirety, price bid information, or the entire contents of any resulting contract. The City will not provide advance notice to Bidders prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of Bids from public view – until such times as competitive or bargaining reasons no longer require nondisclosure, in the City's opinion. At that time, all Bids will be available for review in accordance with such laws.

1.18 Partial Award

Unless otherwise noted, it will be assumed that Bidders will accept an order for all or part of the items/services priced.

1.19 Tax Exempt

The City of Madison as a municipality is exempt from payment of federal excise taxes (Registration Number 39-73-0411-K) and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6005507. A completed Wisconsin Department of Revenue Form S-211 (R.2-00) can be found on the City website. Our tax-exempt number is ES 42916.

SECTION 2.0 BID PROCEDURE

2.1 PURPOSE

The City of Madison is seeking bids from qualified contractors to provide the Department of Public Works with the installation of plants, labor, mulch, and water, for selected median planting bed citywide.

The goal is to assure that high quality service is provided to the City on a timely basis.

2.2 GENERAL INFORMATION

2.2.1 Location. Proposal Page– Packers Avenue-Northport Drive Median Replanting- 2015 are shown on the attached drawings (Attachment A and Attachment B (plan set)).

Drawings are not to scale.

2.2.2 Scope of Services. Services to be provided are included in Section 4.0 and in all Attachments.

2.3 CALENDAR OF EVENTS

Listed below are specific and estimated dates and times of actions related to this Request (BID DOCUMENT).



DATE	EVENT	
JULY 30, 2015	Date of issue of the BID DOCUMENT	
August 12, 2015	Deadline for submission of Notice of Intent to Respond	
August 12, 2015	Deadline for submission of questions	
August 13, 2015: 2:00 p.m.	Bids due from vendors	
August 31, 2015 approx.	Contract start date	
September 30, 2015 approx.	Contract end date	

Please Note: These dates are for planning purposes. They represent the City's desired timeline for implementing this project. The timeline may be adjusted, however, based upon the consultant recommendation, proposal response, production needs, and other circumstances

2.4 PRE- BIDDING MEETING

There shall be no Pre-Bid meeting.

2.5 INQUIRIES AND CLARIFICATION OF SPECIFICATIONS

Any questions concerning this BID DOCUMENT must be submitted in writing by mail, fax or e-mail on or before Monday, August 12, 2015 to:

Glenn Clark City of Madison Engineering Room 513 City County Building 210 Martin Luther King Jr. Blvd Madison, WI 53703-3346 (608) 266-4092 Tel: (608) 264-9275 FAX: gclark@cityofmadison.com E-MAIL

Questions received will be addressed by telephone or email. In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this BID DOCUMENT, revisions/amendments and/or supplements will also be posted at the websites shown below. Bidders are encouraged to check the website regularly for questions and answers.

www.demandstar.com www.vendornet.state.wi.us www.cityofmadison.com/business/pw/requestForProposals.cfm

Vendors are expected to raise any questions, exceptions, or additions they have concerning the BID DOCUMENT at this point in the BID DOCUMENT process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this BID DOCUMENT, the vendor should immediately notify the above named individual of such error and request modification or clarification of the BID DOCUMENT.

Each bid shall stipulate that it is predicated upon the terms and conditions of this BID DOCUMENT and any supplements or revisions thereof.

SITE VISITS AND INSPECTIONS 2.6

2.6.1 Prior to submitting a bid, bidders must visit each median to be planted and verify current conditions of each median, compare the specifications with the work to be completed and inform themselves as to all conditions. Failure to do so will in no manner relieve the successful bidder from



the necessary furnishing of materials, or performing any of the work that may be required to carry out and/or complete the contract in accordance with true intent and meaning of the attached specifications.

- 2.6.2 Each bidder shall attest by signature on the bid sheet provided, that he has had the opportunity to survey and examine the condition of each median site to be maintained, and fully understands there will be no recourse for negligence or oversight for not doing so.
- 2.6.3 No modification or adjustments to the bid shall be allowed because of any error, neglect, or failure on the part of the successful Bidder to verify site conditions at the time of bidding, or should the information shown herein be in error.
- 2.6.4 Arrangements for site inspections can be made by contacting:

Glenn Clark City Engineering 608-266-4751

2.7 PROCURING AND CONTRACTING AGENCY

- 2.7.1 This BID DOCUMENT is issued by the City of Madison Purchasing, which is the sole point of contact for the City during the selection process. The person responsible for managing the procurement process is Glenn Clark, Program Specialist I, tel: 608-266-4092, email: gclark@cityofmadison.com.
- 2.7.2 The contract resulting from this BID DOCUMENT will be administered by Glenn Clark, Department of Public Works, Engineering, at 608-266-4092.

2.8 EXECUTION OF AGREEMENTS

The successful bidder shall, upon notice of award issued by the City of Madison Engineering Division enter into a contract with the City on forms as outlined within the bidding documents, such as the Purchase Order Contract for Purchase of Services form, for the performance of work awarded him and shall simultaneously provide any required bonds, indemnities and insurance certificates. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of award.

This bid, when properly accepted by the City of Madison, may constitute the contract or part thereof, equally binding between the successful bidder and the City of Madison. No different or additional terms will become a part of this contract with the exception of change orders.

2.9 PREPARING AND SUBMITTING A PROPOSAL

2.9.1 Bid Organization and Format

Submit one (1) complete set of proposals. Bids must be organized and presented in the same order with headings and subheadings as assigned in this BID DOCUMENT. Each heading and subheading should be separated by tabs or otherwise clearly marked.

2.9.2 Required Submittals

The following are required Forms to be submitted or responded to. Blank forms are attached. Definitions and Descriptions of required information are contained in par. 2.10			
Notice Notice of Intent to Respond			
Bid Form A	Bid Summary		



PACKERS AVENUE and NORTHPORT DRIVE MEDIAN REPLANTING - 2015 Page 14 of 34 Project No. 10182-1 Due Date: August 13, 2015

Bid Form B Bid Form B	Proposal Page – Packers Avenue and Northport Drive Median Planting - 2015 Signature Affidavit
	Part I: Acknowledgement of Receipt of Forms Part II: Response Submittal Checklist Part III: Verification of Site Visit
Bid Form C	Vendor Profile
Bid Form D	Bidder Qualifications and Experience Questionnaire
Bid Form E	Bidder References

2.9.3 Definitions of Required Submittals

Notice	Notice of Intent to Respond			
	• This form must be returned via fax or mail no later than August 12, 2015. The City Engineering fax no. is 608-264-9275. Please return this form whether or not you intend to respond to this solicitation.			
Bid Form A	Bid Summary			
	 Indicate total sum for planting all Median planting bed per Bid Form B, for the entire growing season. 			
	• All prices, costs and conditions outlined in the bid shall remain fixed and valid for acceptance for sixty (60) calendar days from the due date of the bid.			



Bid Form B

Proposal Page – Packers Avenue and Northport Drive Median Replanting - 2015

Indicate unit and extended prices for each bid item specified in Bid Form A

Bid Form B

Part I: Signature Affidavit

- A. Certification of Independent Offer Determination By submitting a Bid, the bid submitter certifies, and in the case of a joint bid, to its own firm, that in connection with this BID DOCUMENT:
 - 1. <u>Independent Offer</u>. The plan has been arrived at independently, without consultation, communication or agreement with any competitor for the purpose of restricting competition, and;
 - 2. <u>Offer Disclosure</u>. Unless otherwise required by law, the offer cited in this BID DOCUMENT has not been and will not be knowingly disclosed by the bidder submitter prior to opening directly or indirectly to any other bidder submitter; and
 - 3. <u>Restriction of Competition</u>. No attempt has been made nor will be made by the bid submitter to induce another person or firm to submit or not submit a bid for the purpose of restricting competition.
- B. Proposal Signatory Authority Each person signing this BID DOCUMENT certifies that:
 - 1. <u>Offer Responsibility</u>. He/she is the person in the proposal submitter's firm responsible for the decision to the offer and has not nor will not participate, in any action contrary to 2.6.1 through 2.6.3.
 - 2. Offer Agent Authorization. He/she is not the person in the bid submitter's firm responsible within that firm for the decision to the offer, but has been authorized in writing to act as agent to quote for the persons responsible for such decisions; and has the authority to certify that such persons have not and will not participate in any action contrary to 2.8 below, and as their agent certifies this; and has not nor will not participate, in any action contrary to 2.6.1 through 2.6.3.
- C. Conflict of Interest By submitting a bid, the submitter certifies that no relationship exists between the bid submitter and the City that interferes with fair competition or is a conflict of interest, and no relationship exists between such proposal submitter and another person or firm that constitutes a conflict of interest that is adverse to the City.

Part II: Response Submittal Checklist

Part III: Verification of Site Visit

Bid Form C	Vendor Profile
	Provide business identification and contact information required in the form.



	contractor's ability in providing the proposed services.		
Bid Form E	Bidder References		
	• Provide a list of organizations and/or clients with whom the bidder has done similar business within the last 5 years. Include name, address, and phone number of contact person for each. Describe briefly the		

done similar business within the last 5 years. Include name, address, and phone number of contact person for each. Describe briefly the nature of the project or services provided to each organization listed. If contacted, all references must verify that a high level of satisfaction was provided.
 The procuring agency will determine which, if any, references to contact and/or to visit to assess the quality of work performed, the personnel assigned to the project, and/or see the product in use. The bidder will not be present during any reference check site visits. The results of any reference checks may be provided to evaluation committee and may be used when scoring the written proposal. (NOTE: Potential subcontractors cannot be references.)

• References Sheet will be considered your response to this section. Attach extra sheets if necessary. The City of Madison may also utilize other sources of information about the product(s) and/or service(s) proposed by the bidder where these sources are publicly available and are equally available for all competing bidders.

2.10 BID SELECTION AND AWARD

2.10.1 Basis of Acceptance

Bid Form D

The City shall only consider bids from financially responsible and responsive firms presently engaged in the business of providing landscaper services. The City reserves the right to inspect the bidder's facilities prior to award of this bid document.

2.10.2 Clarification of Bid Document

During the evaluation of Bid Documents, the City reserves the rights to contact any or all Bidders to request additional information for purposes of clarification of BID DOCUMENT responses, bids which contain errors, or at its sole discretion, waive disqualifying errors or gain clarification of error or information.

2.10.3 Selection Criteria

Selection of the Contractor will be made based on:

- 1. Lowest Cost
- 2.10.4 Right to Reject Bids and Negotiate Contract Terms

The City reserves the right to reject any and all bids and to negotiate the terms of the contract, including the award amount, with the selected bidder(s) prior to entering into a contract. The City may conduct a second, third or subsequent round of scoring which incorporates proposal adjustments and/or additional information. If contract negotiations cannot be concluded successfully with the highest scoring bidder(s), the City may negotiate a contract with the next highest scoring bidder.



2.10.5 Award

The City reserves the right to award separate contracts by agency, groups of agencies, or to award the contract as whole, whichever is deemed in the best interest of the City.

The City will award the bid to the responsive and responsible bidder whose bid is most advantageous to the jurisdiction.

Final award may be subject to approval of the Common Council of the City of Madison.

2.10.6 Dispute Process

Any dispute of the City's award must be made no later than five (5) working days after the award notice is issued by the City Engineering Division. A complete written dispute notice must be received by:

City of Madison Purchasing Services Randy Whitehead, Purchasing Supervisor 210 Martin Luther King Jr. Blvd., Rm. 513 Madison, WI 53703-3346



SECTION 3.0 CONTRACT TERMS AND CONDITIONS

3.1 CONTRACT PERIOD

- 3.1.1 The initial awarded contract(s) will be cover the period beginning the date of issue of the purchase order through September 30, 2015. <u>There will be no automatic renewals.</u>
- 3.1.2 Vendor performance will be taken into consideration in the decision to continue into each of the optional periods, if they exist, or to terminate and re-bid this contract.

3.2 CONTRACT MANAGER

The contract and performance of Contractor on the contract managed by:

Glenn Clark City Engineering 608-266-4092

3.3 CONTRACTOR CONTACTS

- 3.3.1 Primary Contact. Contractor must designate a person(s) to be the primary contact for administrative as well as service issues that may include: Affirmative Action, Contract problems, contract renewal/termination, invoice information, ordering/expediting, etc.
- 3.3.2 Additional Contacts. In addition to the primary contact, the Contractor must provide names and corresponding phone numbers, pager numbers and/or email addresses of supervisors for alternate communication procedures. The Contractor's supervisors shall be reachable via an alpha numeric paging system, cell or equivalent. Communication system must have a minimum of three pagers or cell phones.

3.4 USE OF SUBCONTRACTOR

Subcontracting shall not be permitted under the terms of this contract.

3.5 AMENDMENTS TO CONTRACTS

Any changes to the terms of the awarded contract may be made only through a written amendment signed by the authorized representatives of both parties.

3.6 INCREASE OR DECREASE OF SERVICES

The City of Madison may also amend this contract to include additional services not otherwise provided for in this request for proposal, and offered by Contractor, on an as-needed basis throughout the term of the contract. If added, contractor shall offer rates similar to those offered in this BID DOCUMENT.

The City of Madison may cancel or suspend, for a period of time, services on certain Median planting bed citywide locations, if service becomes unnecessary due to construction in the area or for any reason. In such cases, costs shall be reduced proportionately to reflect the period of suspended or cancelled service.

3.7 PRICING

- 3.7.1 Prices will remain firm for the duration of the annual agreement. All other subsequent years bid prices shall also remain firm for the term of the given contract.
- 3.7.2 No surcharges of any kind shall be accepted by the City during any given term. No other price increases will be considered other than the specified price adjustments proposed under the original BID DOCUMENT.

3.8 INSURANCE



- 3.8.1 The Contractor will insure against the following risks to the extent stated:
 - Commercial General Liability Covering as insured the Contractor and naming the City as a. an additional insured, with no less than the following limits of liability: Bodily injury, death and property damage of \$1,000,000 in the aggregate. This policy shall also be endorsed for contractual liability in the same amount. The subcontractor shall maintain a similar policy covering as insured each subcontractor.
 - Automobile Liability Covering as insured the Contractor and naming the City as an b. additional insured, with no less than the following limits of liability: \$1,000,000 combined single limits for bodily injury, and property damage.
 - Worker's Compensation Securing compensation for the benefit of the employees of the C. Contractor as required by Wisconsin Worker's Compensation Law.
- As evidence of the above listed coverages, a Certificate of Insurance shall be forwarded to the 3.8.2 City Risk Management Office, 406 City-County Bldg., Madison, WI 53703 prior to the beginning of work under this contract.
- 3.8.3 In the event of alteration, cancellation, material change, or nonrenewal of any of the above policies, the insurance company shall notify the City, in writing, at least thirty (30) days prior to the effective date of such alteration, cancellation, material change or nonrenewal, and may be cause for termination of this Agreement.
- 3.8.4 The Landscaper shall not alter, cancel, nor fail to renew the designated coverages without the approval of the City.
- 3.8.5 All insurance coverages shall be issued by insurance companies authorized to do business in the State of Wisconsin.
- 3.9 Prevailing Wage
 - 3.9.1 The Contractor shall pay its employees the wage rates established by Sec. 4.23, Madison General Ordinances, and its referenced sections and shall require in its contracts and subcontracts for work on the project, adherence by those contractors, subcontractors and agents to the wage rates established by this Section 4.23 and its referenced sections. The contractor and its contractors, subcontractors and agents shall also adhere to the requirements of Madison General Ordinances Sec. 23.01(1)(d) "Payrolls and Records," Sec. 23.01(1)(j) "Evidence of Compliance by Contractor," and Sec. 23.01(1)(k) "Evidence of Compliance by Agent and Subcontractor" with the exception that the reference to "City Engineer" and "Department of Public Works" shall be to the City agency administering the project. Additional information is available on our website:

www.ci.madison.wi.us/comp/livewage/lw-index.htm

http://www.cityofmadison.com/finance/wage/factsheet.cfm

The 2015 City Living Wage is \$12.62 per hour.

3.10 TERMINATION

- 3.10.1 Refer to par. 25, Attachment A, Sample Contract for Purchase of Services
- 3.10.2 The City reserves the right to Refer to par. cancel the resulting contract at anytime in whole or in part without penalty due to non-appropriation of funds.
- 3.10.3 Opportunity to Cure: The City, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) working days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.



SECTION 4.0 SCOPE OF WORK

- 4.1 GENERAL
 - 4.1.1 All work performed under this contract must be compliant with the terms, conditions and specification of this BID DOCUMENT including the following tables and attachments:

Attachment A:	MEDIAN PLANTING BED PLANT SCHEDULE
Attachment B:	MEDIAN PLANTING BEDS PLANS SET
Exhibit A: Sample Contract for Purchase of Services	Not Attached to Contract (Not to be submitted with bid)
Exhibit B: Standard Terms and Conditions	Not Attached to Contract (Not to be submitted with bid)

- 4.1.2 Landscaper warrants that its services are performed, within the limits prescribed by the City, with the usual thoroughness and competence of the consulting profession; in accordance with the standard for professional services at the time those services are rendered. The Landscaper shall be responsible for the accuracy of the work performed under this Agreement, and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors or omissions without additional compensation. The Landscaper shall be responsible for any damages incurred as a result of their errors, omissions, or negligent acts and for any losses or costs to repair or remedy construction.
- 4.1.3 This work shall be within the median planting bed within the City of Madison, as shown on the plans and described (Attachment A, and Attachment B (plan set)).
- 4.1.4 The contractor will provide the cost for plants, and the labor to eight hundred (800) plants in all median planting bed within this document. All surplus waste materials will be removed from the site. All plant care is to be in accordance with the plans, specifications of this contract. The Contractor shall have adequate experience and knowledge in the care of native and perennial plants.

The Contractor shall be required to make a site visit prior to bidding, to verify the location of each Median planting bed.

4.2 MAINTENANCE OF TRAFFIC

- 4.2.1 The contractor shall furnish traffic control devices as specified by the City Engineer, for the duration of this purchase order.
- 4.2.2 The contractor shall at all time conduct work in such a manner as to insure the least possible obstruction to local vehicular and pedestrian traffic.
- 4.2.3 The work shall be done in accordance with the current edition of the Federal Highway Administration, Part VI of the "Manual on Uniform Traffic Control Devices" (MUTCD), and the State of Wisconsin Supplementary and City of Madison Supplements.



4.2.4 The Contractor shall not work in the street during the hours of 7:00 A.M. to 8:30 A.M. or 4:00P.M. to 5:30 P.M.

4.3 PUBLIC APPEARANCE AND DEMEANOR

Personnel will at all times exhibit a friendly and courteous demeanor towards the public and staff. Personnel will be dressed appropriately while on site. A minimum of a T-shirt, reflective vest, and shorts will be required.

4.4 INSPECTION

An inspection of all landscape areas shall be done, by the Landscape contractor, a minimum of once per month during the growing season. This is to assess work to be done and to locate problems which may have developed since the last inspection.

4.5 CARE OF MEDIAN PLANTING BED PLANTS

4.5.1 Extra precaution is needed to protect all planted plants within the median planting bed during the plants installation process.

4.6 PEST AND DISEASE CONTROL

4.6.1 All new plant material shall be inspected during the growing season for insects and/or disease. Any pest and/or disease problem shall be reported to the City to determine course of action. The remediation work shall be done on time & material basis upon approval of the City. There will be no herbicide usage on bedding plants.

4.7 WATERING OF PLANT MATERIAL

4.7.1 All newly installed median plants shall be watered immediately after installation. The volume of water will be enough to fill the root zone and soak down to a good depth. Care must be taken when watering not to wash away mulch and topsoil. Mulch and topsoil displaced must be replaced immediately by the contractor.

5.0 AUTHORITY OF THE ENGINEER

5.1 The Engineer shall resolve all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of the plans and Specifications, acceptable fulfillment of the contract, compensation, and disputes and mutual rights between Contractors under the Specifications. The Engineer shall determine the amount and quantity of work performed and materials furnished.

All decisions of the Engineer shall, when so requested, be rendered in writing. They shall be final and conclusive in all matters unless within ten (10) days after such decision is made.

6.0 PROSECUTION OF WORK

6.1 The Contractor shall begin work on or before <u>August 31, 2015</u>. Work shall begin only after the start of work notification is received. If it is desirable to begin work before the abovementioned date, the Contractor shall establish a mutually acceptable date with the Engineer Designee.

7.0 TIME OF COMPLETION

7.1 The time of completion of all Median planting bed shall be September 31, 2015.



BID ITEMS 90001 Cost to Supply Plant Materials

8.1 **DESCRIPTION**

This contract calls for the purchase of eight hundred (800) potted plants. All plants materials must be purchased from Wisconsin nurseries, and transported to each median planting bed, according to species and size as shown on the plans, described (Bid Document and Attachment A), under terms and conditions of this Bid Document.

Location of Existing Median planting beds see plans sheet 1-9.

8.2 MEASUREMENT

The Engineer will make a numerical count of all plant material.

8.3 METHOD OF PAYMENT

Prices shall be payment in full for the following:

- 1. Total number of all plants
- 2. The condition of each individual plant

8.4 BASIS OF PAYMENT

Payment for the above items will be on an Each (EA) basis.

9.0 **BID ITEM 90002 – Labor Cost to Install Plant Materials**

9.1 **DESCRIPTION**

This contract calls for the installation of eight hundred (800) potted plants.

The contractor shall be paid for the installation of plant materials in Bid Item 90001

This work shall include all material, labor and equipment necessary to install all plant materials.

Location of Existing median planting bed see plan set.

9.2 **CONSTRUCTION METHODS**

The contractor shall remove all existing weeds and mulch, if applicable, from each planting bed, before installing all new plants.

9.3 METHOD OF MEASUREMENT

All plant materials will be counted before installation.

9.4 BASIS OF PAYMENT



Payment is full compensation for the installation of all plant materials in all median planting bed. Payment will be by unit price per Each (EA). Payment will include furnishing all labor, tools, equipment and incidentals necessary to complete the contracted work.

Payment for the above item will be on an Each (EA) basis.

10.0 BID ITEM 90003 – Cost to Water Plant Material

10.1 **DESCRIPTION**

The contractor shall water all newly planted plant material. (As shown on all plans)

Location of Existing Median planting bed to be watered see plan set.

10.2 METHOD OF MEASUREMENT

All new installed Median planting bed shall have one (1) initial watering at the time of installation and two (3) additional watering at one (1) week intervals after installing plant material, all watering shall be cover under this bid item.

This work shall include all material, labor and equipment necessary to water all newly installed plants in all median planting bed.

10.3 BASIS OF PAYMENT

Payment is full compensation for watering all installed plants in all median planting bed. Payment will include furnishing all labor, tools, equipment and incidentals necessary to complete work.

Payment for the above item will be on an Each occurrence (EA) basis.



BID FORM A

Bid SUMMARY PAGE

Bidder's Name and title (print or type)

Company Name (print or type)



PROPOSAL Packers Avenue and Northport Drive Median Replanting - 2015

Project N0. 10182 -1

NAME OF BIDDER

ITEM	TYPE OF WORK	ESTIMATED QUANTITES		UNIT PRICE BID	TOTAL BID
90001	COST TO SUPPLY PLANT MATERIAL	800	EA		\$
90002	LABOR COST TO INSTALL PLANT MATERIALS	800	EA		\$
90003	COST TO WATER PLANT MATERIAL	4	EA		\$
					\$

Note: This form must be returned with your proposal response. Transfer Grand Total from this page to page 24.



SIGNATURE AFFIDAVIT

Note: This form must be returned with your proposal response.

PART I:

In signing this proposal, we 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 proposal; that this proposal has been independently arrived at without collusion with any other bidder competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

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

Bidder shall provide the complete information requested below. Include the legal name of the Bidder and signature of the person(s) legally authorized to bind the Bidder to a contract.

Proposal Invalid Without Signature		
SIGNATURE OF BIDDER:	DATE:	
NAME AND TITLE OF BIDDER:	COMPANY NAME:	
TELEPHONE:	ADDRESS:	
FAX NO.:		

	Person to Be Contacted If There Are Questions about Your Proposal (if different from above)	
NAME:	TITLE:	
TELEPHONE:	FAX NO.:	
EMAIL:		



BID FORM C

PART II: RECEIPT FORMS and SUBMITTAL CHECKLIST

The undersigned hereby acknowledges the receipt and/or submittal of the following forms: (Initial all <u>applicable</u> forms)

Request for Propo	sal	Initial to acknowledge receipt of BID DOCUMENT Documents	Required Submittals Checklist Initial all submitted documents
Section 1.0: Gene Information	eral Administrative BID DOCUMENT		
Section 2.0: Bid P	Procedure		
Section 3.0: Cont	ract Terms and Conditions		
Section 4.0: Scop	e of Work		
Exhibit A: Sample	e Contract for Purchase of Services	Not Attached to Contract (Not to be returned with bid document)	
Exhibit B: Standa	rd Terms and Conditions	Not Attached to Contract (Not to be returned with bid document)	
Attachment A		MEDIAN PLANTING BED PLANT SCHEDULE	
Attachment B		MEDIAN PLANTING BEDS PLANS SET	
Addendum No	Dated:		-
Addendum No	Dated:		
Addendum No	Dated:		
Bid Form A	Bid Summary		
Bid Form B	Proposal Page – Packers Avenue and No - 2015	orthport Drive Median Replanting	
Bid Form C	Signature Affidavit		
	Part I: Acknowledgement of Receipt of Fo	orms	
	Part II: Response Submittal Checklist		
	Part III: Verification of Site Visit		
Bid Form D	id Form D Vendor Profile		
Bid Form E	Bidder Qualifications and Experience Quest	tionnaire	
Bid Form F	References		

Company Name (print or type)

Bidder's Name and title (print or type)



BID FORM C

PART III: Verification of Site Visit

The undersigned hereby acknowledges that he/she has visited all median planting bed locations, and fully understands there will be no recourse for negligence or oversight for not doing so.

Bidder's Name and title (print or type)

Signature



BID FORM D- VENDOR PROFILE

VENDOR PROFILE

1.	Proposing Company Name:		
	FEIN OR	SOCIAL SECURITY NO. (If Sole Proprietorship)	
	TEL	TOLL FREE TEL	
	FAX	WEB ADDRESS	
	ADDRESS	-	
	CITY	STATE	_ ZIP + 4
2.	Management Contact Person:		
	NAME	TITLE:	
	TEL	TOLL FREE TEL	
	FAX	E-MAIL ADDRESS	
2.	Sales Contact Person:		
	NAME	TITLE:	
	TEL	TOLL FREE TEL	
	FAX	E-MAIL ADDRESS	
2.	Contact Person in the event there are que	stions about your prop	osal:
	NAME	TITLE:	
	TEL	TOLL FREE TEL	
	FAX	E-MAIL ADDRESS	
	ADDRESS	•	
3.	CITY The successful Contractor, who employs mo the City for the calendar year in which the co (\$25,000), will be required to comply with th within thirty (30) days of award of contract.	ontract takes effect is m	nd whose aggregate annual business with ore than twenty-five thousand dollars
	NAME	TITLE:	
	TEL	TOLL FREE TEL	
	FAX	E-MAIL ADDRESS	
	ADDRESS	-	
	CITY	STATE	ZIP + 4



<u>BID FORM E</u>

BIDDER QUALIFICATIONS AND EXPERIENCE QUESTIONNAIRE

(Use additional sheets, as necessary)

REQUIRED INFORMATION:

Complete this page and provide a separate written response for questions, responding in the same order.

Company Name

1. Provide a brief overview of the general background and services provided by your firm, including size of organization, description of organization structure, and experience in serving governmental entities.

2. Name and title of principals

3. Length of time firm has been providing landscape maintenance service. (Minimum of three (3) years in operation as a Landscape Maintenance Landscaper.)

4. Number of year under current ownership: _____

- 5. Identify the number of full-time employees in your organization assigned to or involved with providing landscape maintenance services.
- 6. Documentation of membership in trade or professional organizations
- 7. Names and copies of licenses, relating to horticulture, for any staff members.



8. Describe your firm's and your staff's knowledge and experience maintaining: turf, flowers, trees and shrubs, and irrigation systems.

9. Provide details on how your firm would provide service to median planting bed as shown on the plans and all attachments to this document.



10. What equipment would you deem necessary to adequately service all Median planting bed in the city of Madison, as shown on the plans and all attachments. Please be specific in identifying types and quantities of equipment, tools, including but not limited to, brooms, shovels, rakes, mowers, trucks, back hoes, brush hogs, tree planters, mobile watering trucks, traffic safety signs and other items you would use to complete services.



BID FORM F

BIDDER REFERENCES

FOR VENDOR:

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for four (4) or more installations with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

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		



The following pages include separate files of the following bid forms and attachments:

Bid Form B	Proposal Page– Packers Avenue and Northport Median Replanting - 2015	
Attachment A:	MEDIAN PLANTING BED PLANT SCHEDULE	
Attachment B:	MEDIAN PLANTING BEDS PLANS SET	
Exhibit A: Sample Contract for Purchase of Services	Not Attached to Contract (Not to be submitted with bid)	
Exhibit B: Standard Terms and Conditions	Not Attached to Contract (Not to be submitted with bid)	



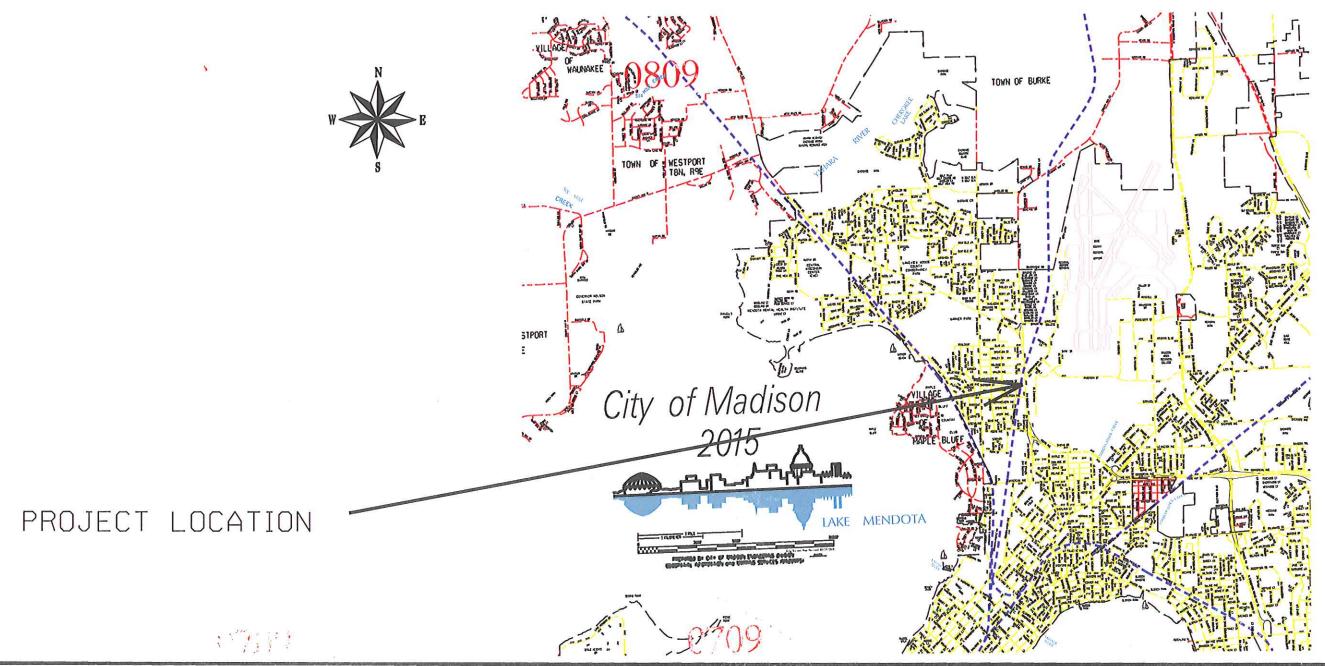
Madison, Wisconsin

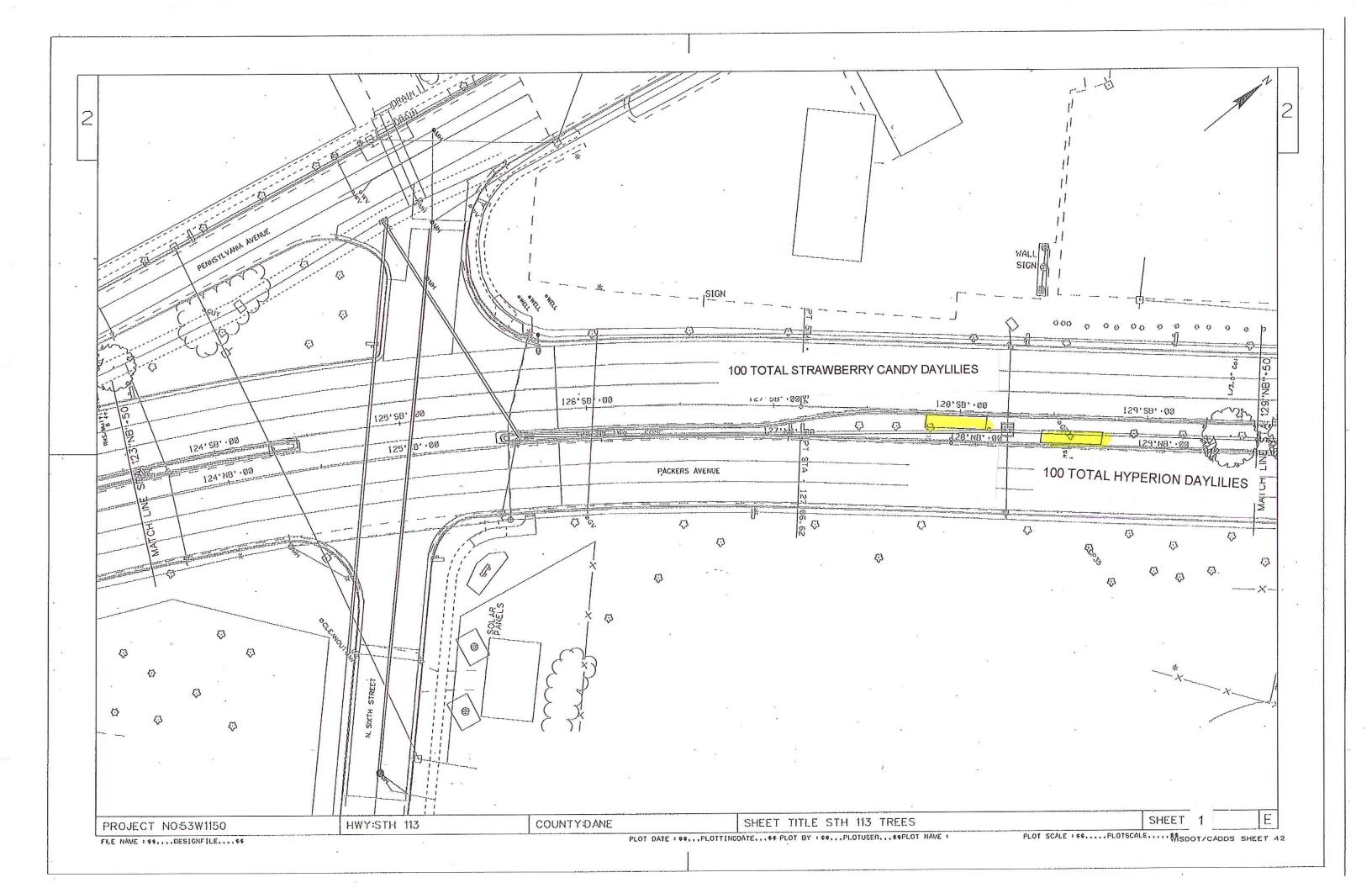
INDEX OF SHEETS

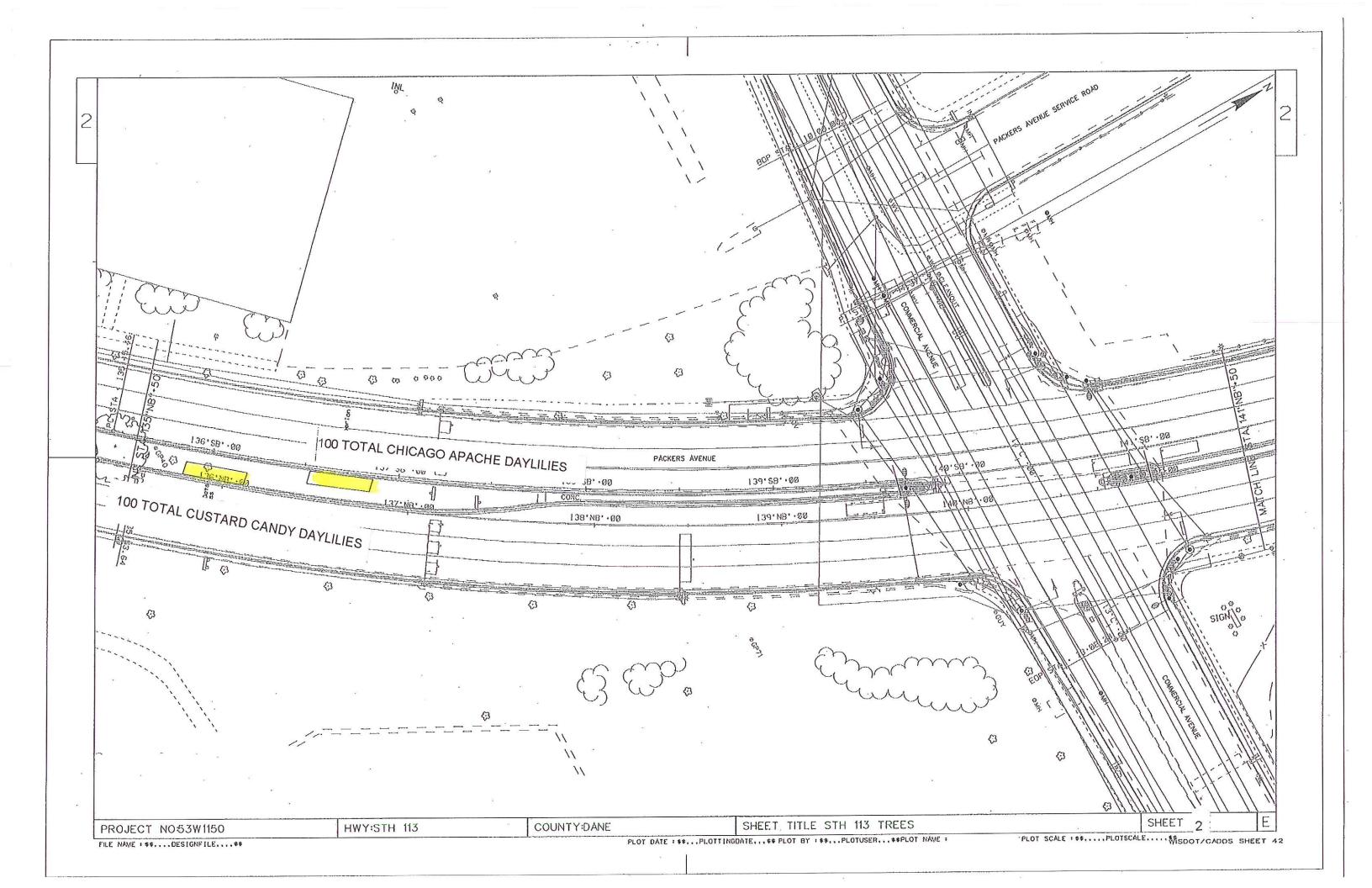
SHEET N	0. 1	Title Page
SHEET N	0. 2	Landscape Plan
SHEET N	0. 3	Landscape Plan
SHEET N	0. 4	Landscape Plan
SHEET N	0.5	Landscape Plan
SHEET N	0. 6	Landscape Plan
SHEET N	0. 7	Landscape Plan
SHEET N	D. 8	Landscape Plan
SHEET N	0.9	Shrubs and Perennial Sche

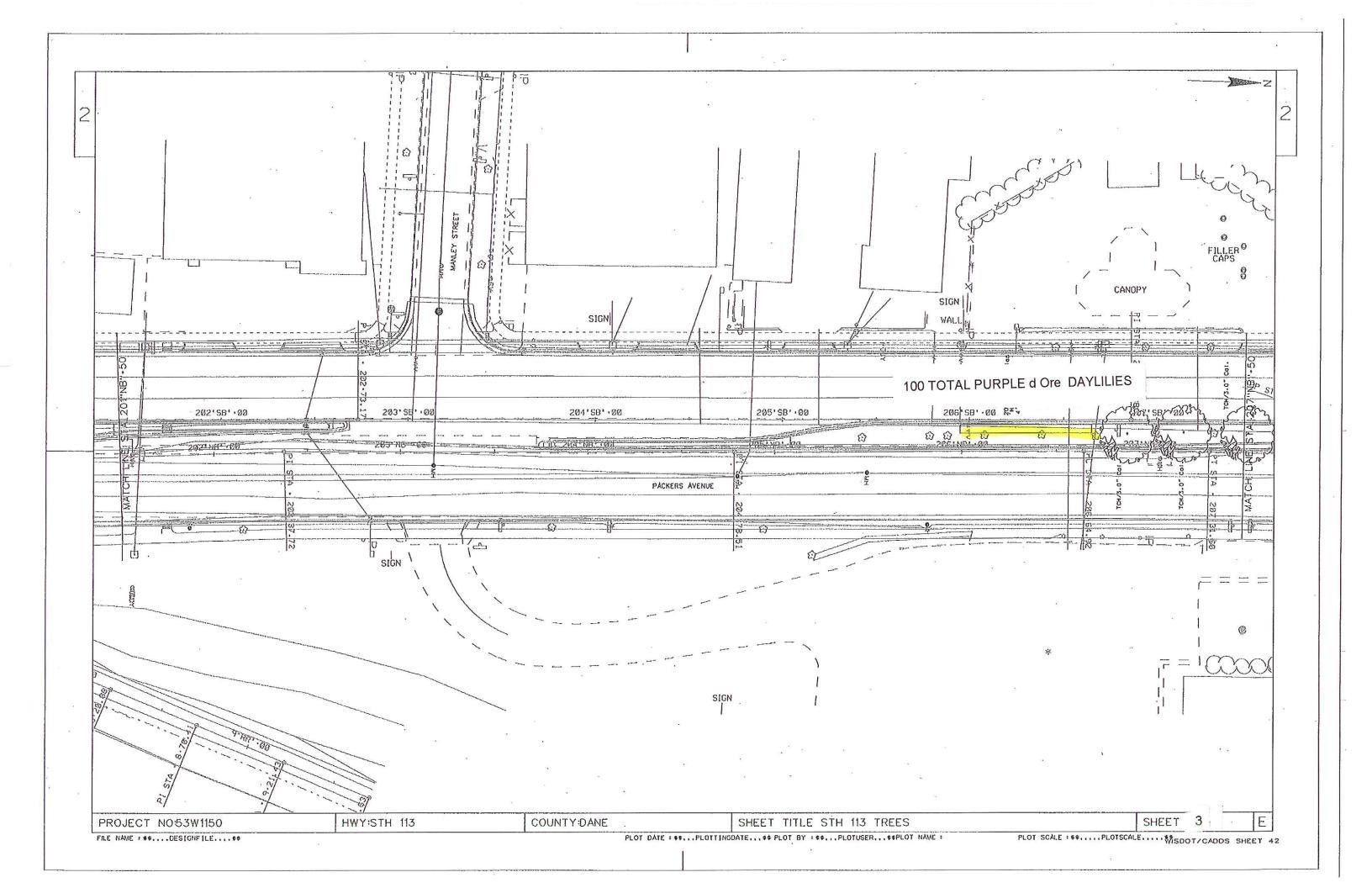
CITY OF MADISON CITY ENGINEERING DIVISION DEPARTMENT OF PUBLIC WORKS PLAN OF PROPOSED IMPROVEMENT

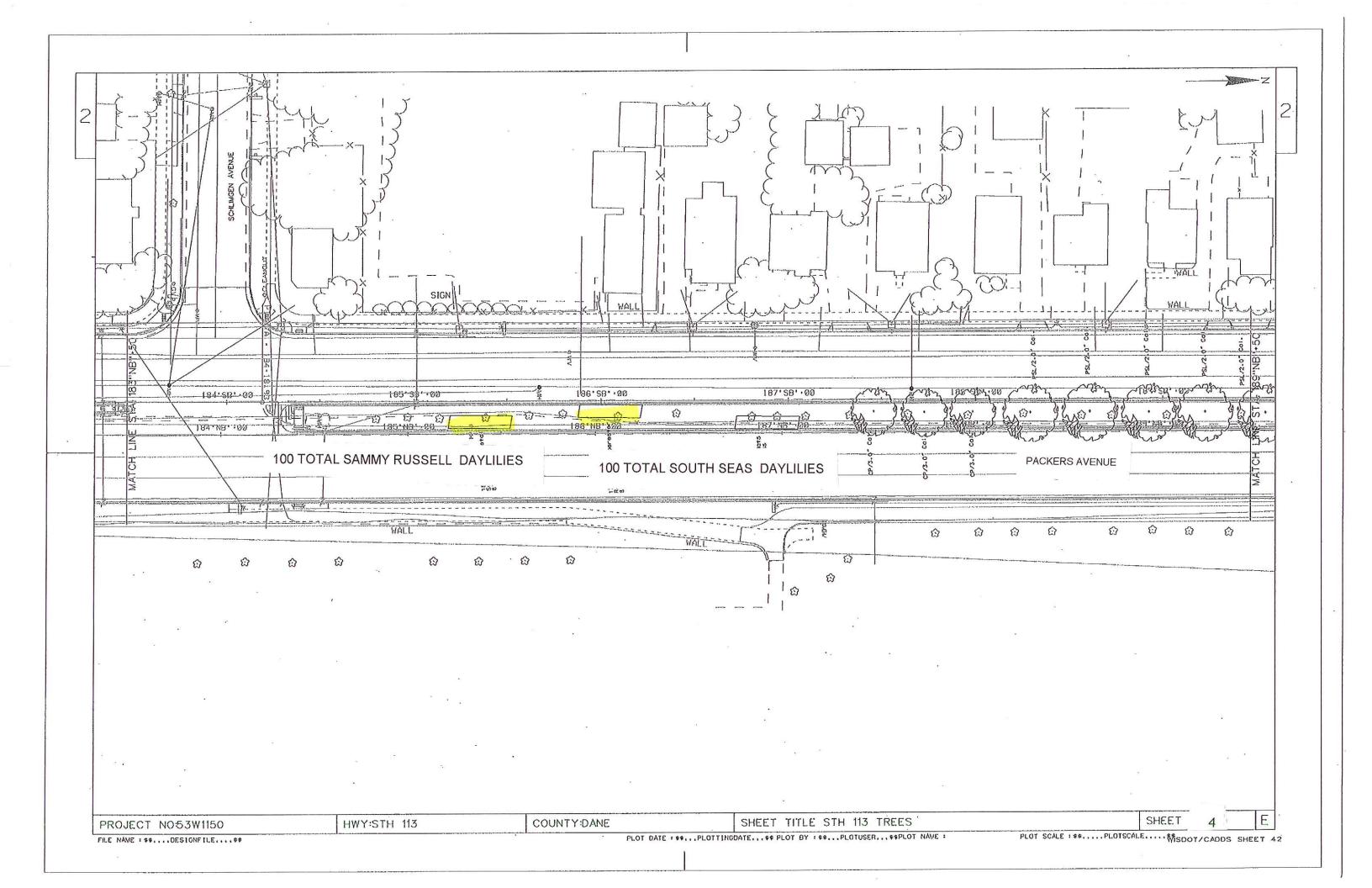
PACKERS AVENUE AND NORTHPORT AVENUE LANDSCAPING CONTRACT NO. 10182-1

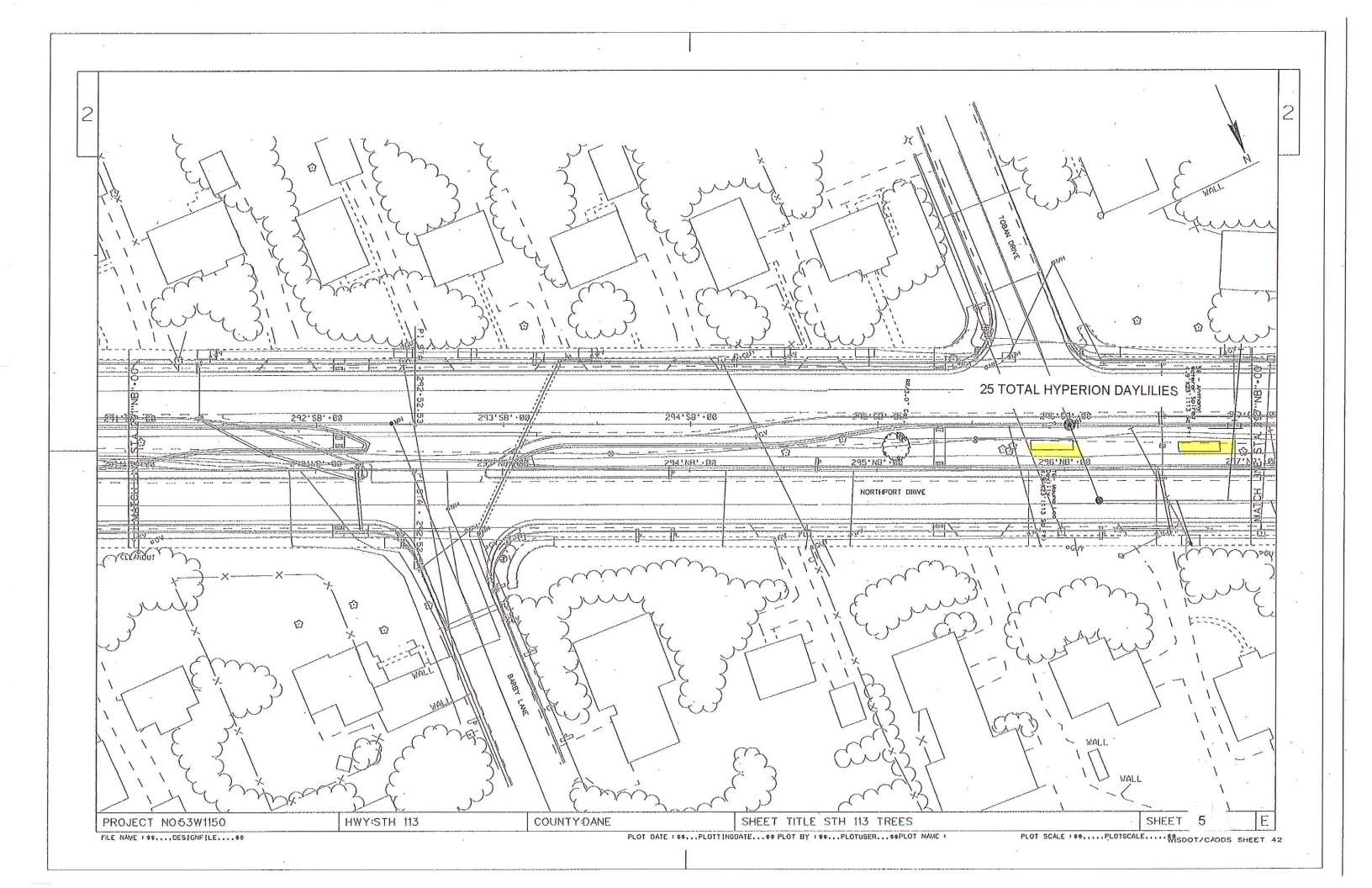


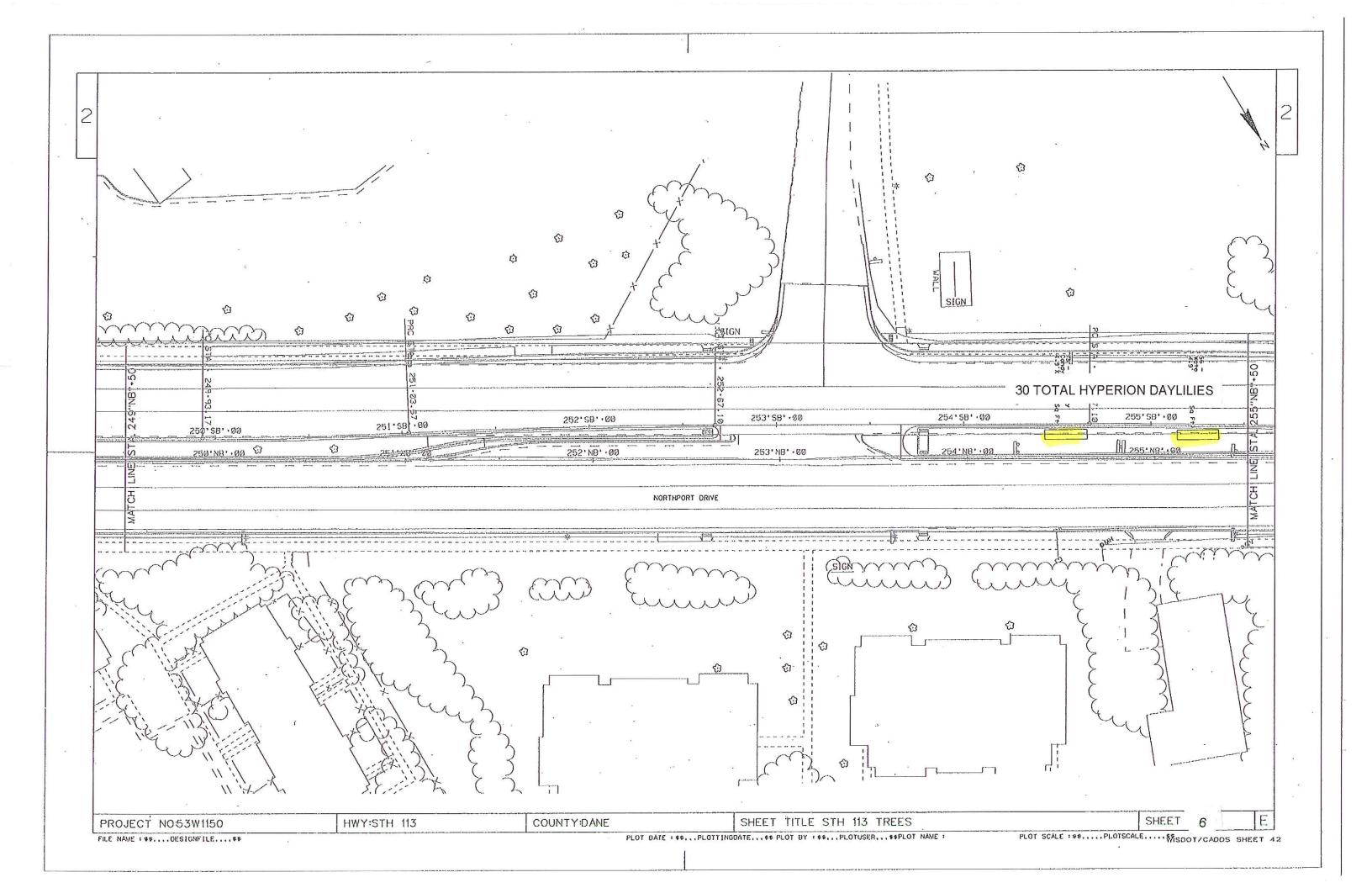


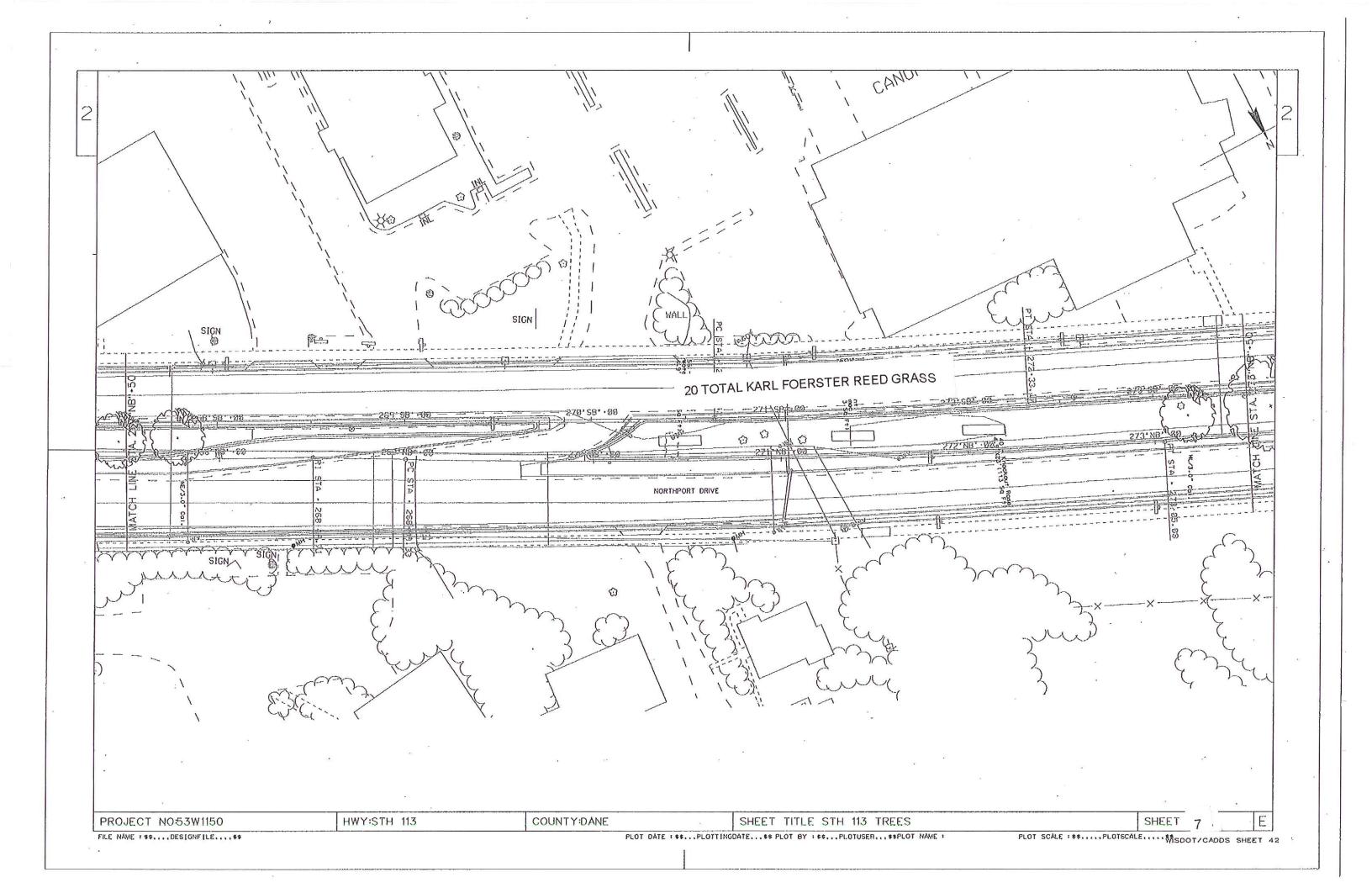


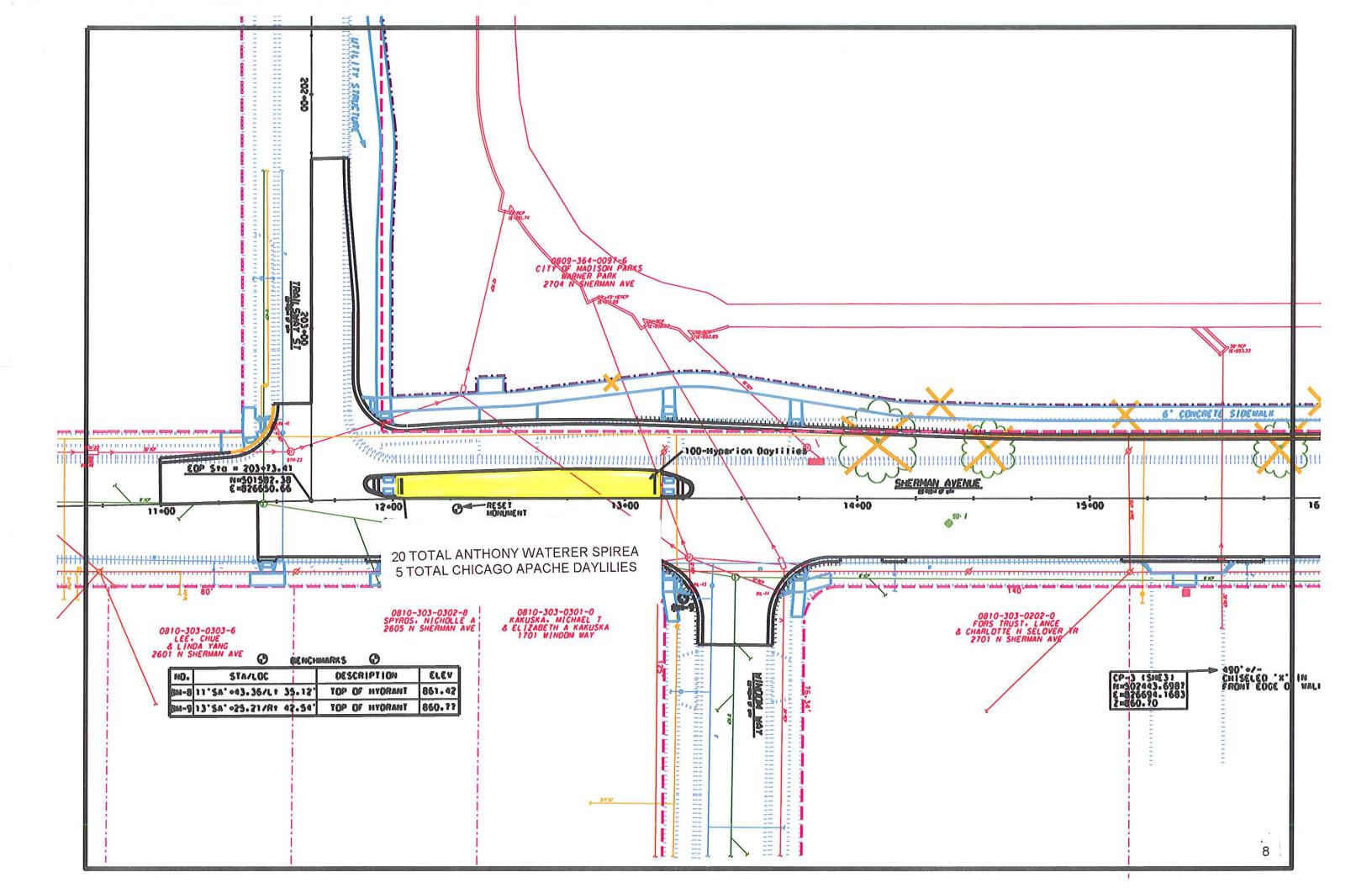












ATTACHMENT A

PACKERS AVE., PENNSYLVANIA AVE., NORTHPORT DRIVE PLANTING SCHEDULE			
	COMMON PLANT NAME	SCIENTIFIC NAME	Pot Size
	FORBS		
	Chicago Apache Daylily	Hemercallis 'ChicagoApache'	4.5" Pot
	Custard Candy Daylily	Hemercallis 'Custard Candy'	4.5" Pot
	Hyperion Daylily	Hemercallis 'Hyperson'	4.5" Pot
	Strawberry Candy Daylily	Hemercallis 'Strawberry Candy'	4.5" Pot
	Purple d''Ore Daylily	Hemercallis 'Purple d Ore)'	4.5" Pot
	Sammy Russell Daylily	Hemercallis 'Sammy Russell'	4.5" Pot
	South Seas Daylily	Hemercallis 'South Seas'	4.5" Pot
	Shrubs		
	Anthony Waterer Spirea	Spirea japonica ;Anthony Waterer'	1 Gallon
	Karl Foerster Feather Reed Grass	Calamagrostis acutiflora' Karl Foerster'	1 Gallon
-			
+			

Giver's Extensio_2018 Vedan Reporting, Park, Schedule R. and SS Policies Notes Dr. Forte Schedula (1990) 563

