



# THE CHARTER COUNTY OF WAYNE, MICHIGAN INVITATION FOR BIDS FOR LANDSCAPING AND GROUND MAINTENANCE

CONTROL NO. 37-24-097

## IFB TIMETABLE

| ACTION                                   | DATE       | TIME                |
|------------------------------------------|------------|---------------------|
| IFB Issue Date                           | 8/22/2024  |                     |
| Pre-Bid Conference                       | 9/4/24     | 10:00 AM LOCAL TIME |
| Bidder's Questions Due                   | 9/5/2024   | 4:00 PM LOCAL TIME  |
| Responses to Bidder's Questions**        | 9/10//2024 |                     |
| Bid Responses Due                        | 9/23/2024  | 1:00 PM LOCAL TIME  |
| Virtual Bid Opening (See Pg. 2 for link) | 9/23/2024  | 1:15 PM LOCAL TIME  |
| Contract Start Date**                    | TBD        |                     |

\* If Necessary

\*\* Estimated Dates

**Procurement Contact:** Sherita Calloway, Strategic Sourcing Analyst, CPPB  
PHONE: 313-224-2740  
EMAIL: [Scalloway@waynecountymi.gov](mailto:Scalloway@waynecountymi.gov)

**Pre-bid Meeting Location:** Division 3 (William Dickerson Detention Facility) – Conference Room  
**(Strong Encouraged)** 3501 Hamtramck Dr., Hamtramck, MI 48211  
**Date/Time:** **September 4, 2024 at 10:00 AM**

**Description:** The County of Wayne is requesting bids for landscaping and ground maintenance for five (5) separate locations owned and/or operated by Wayne County.

A copy of this bid may be obtained from the BidNet Direct website (formerly MITN.info) at <https://www.bidnetdirect.com>, until the deadline date and time noted above.



**VIRTUAL BID OPENING LINK:**

**Join Zoom Meeting**

<https://waynecounty.zoom.us/j/89646509593?pwd=ultcs74Utts2iqXqzz9OPUf7IhdXJU.1>

**Meeting ID: 896 4650 9593**

**Passcode: 738007**

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**One tap mobile**

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**Dial by your location**

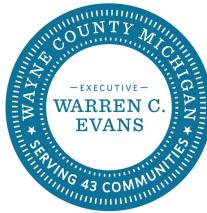
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- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 720 707 2699 US (Denver)
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US

**Meeting ID: 896 4650 9593**

**Passcode: 738007**

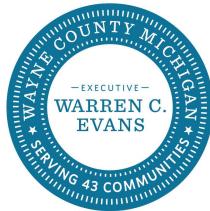
Find your local number: <https://waynecounty.zoom.us/u/kdzUt76TBh>

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## **APPENDICES**

**Appendix A – Price Sheet**

**Appendix B – Professional Services Agreement**

**Appendix C – Examples of Surety Forms (Performance and Payment Bonds)**

**Appendix D – Photos: Health Admin Bldg. (9); Medical Examiner's Office (6)**



## PART 1 – INVITATION FOR BIDS (IFB)

### SECTION 1.0 – INTRODUCTION & INSTRUCTIONS:

#### 1.1 Introduction/Background

**INTRODUCTION:** Through this Invitation for Bids (IFB), the Charter County of Wayne (County) hereby invites businesses who meet the qualifications and specifications set forth herein to submit bids for the purpose of providing complete landscaping services and grounds maintenance services for five (5) separate locations owned and/or operated by the County of Wayne. The successful Bidder (Contractor) will provide all the materials, labor, equipment and services necessary to complete landscaping and grounds maintenance of the entire site of each location, including adjacent right-of-ways, off-site utility, parking lots and slope easements. This will include mowing, edging, planting, pruning, trimming, weeding, fertilization, herbicide application, insecticide applications, debris removal, bed cultivation, and mulching in landscape areas. The Contractor will also provide general clean-up to include the removal of trash and products used during the landscaping and maintenance process.

**GENERAL WAYNE COUNTY INFORMATION:** Situated in the heart of the Great Lakes region along the beautiful Detroit River, Wayne County is the 19th most populous county in the United States. With 43 distinct communities including the automotive capital of the world - Detroit, Wayne County is rich in history, culture, arts, and world-class amenities. We take pride in being one of the most diverse counties in the United States; a place where different cultures come together to offer a truly cosmopolitan experience.

Wayne County offers a first-class business environment, a top-rated international airport, diverse residential areas, expansive parks, and a multitude of recreational and cultural activities. We are home to several major universities including Wayne State, the University of Michigan-Dearborn, and the University of Detroit-Mercy. We have several award-winning secondary and primary schools, as well as numerous community colleges and vocational schools. We are also home to the Detroit Symphony Orchestra, Michigan Opera Theater, Detroit Institute of Arts, the Henry Ford, and dozens of theaters, art galleries and concert halls. With hundreds of musical and cultural events every year, Wayne County is Michigan's cultural epicenter.

#### 1.2 Objective

The general objectives of this solicitation are the following:

- competitively award a contract
- ensure there is a fair process at every step of the procurement process
- to fulfill the purchase request in a timely manner
- ensure that taxpayers dollars are spent wisely



### **1.3 Overview of Solicitation (IFB) Document**

The solicitation is composed of the following 2 parts:

#### **PART 1: INVITATION FOR BIDS**

- Section 1.0: INTRODUCTION/OVERVIEW: Specifies the information regarding the requirements of the solicitation process.
- Section 2.0: MINIMUM QUALIFICATIONS: Specifies the requirements a Bidder must meet in order to be considered for evaluation.
- Section 3.0: SPECIFICATIONS AND SCOPE OF WORK: Sets forth a description of the required landscaping and ground maintenance services.
- Section 4.0: BIDDING, EVALUATION, SELECTION & AWARD PROCESS: Includes information on how bids will be evaluated, selected and awarded.

#### **PART 2: SUPPLIER SUBMITTAL REQUIREMENTS (CHECKLIST)**

- Section 5.0: REQUIRED DOCUMENTATION AND FORMS: Bidder will submit the required documentation and complete the requisite forms that will be utilized in determining whether the Bidder is a responsive and responsible Bidder that has the capacity and capability to deliver and provide products under this agreement.

### **1.4 Contact with Wayne County Personnel**

In order to create a more competitive and unbiased procurement process, the County has designated a single point of contact for the duration of this solicitation. From the issue date of this IFB, until a successful Bidder is selected, all requests for clarification or additional information regarding this IFB, or contact with County personnel concerning this IFB or the evaluation process must be solely to the contact person listed on the cover page of this IFB.

If it is discovered that a Bidder contacted and received information regarding this Solicitation from any Wayne County personnel other than the person specified above, the Wayne County Procurement Director, at his / her sole discretion may disqualify its bid from further consideration. Only those communications made by the Procurement Department contact in writing will be binding with respect to this IFB.

If it is later discovered that a violation regarding this section has occurred, the County may reject any bid or terminate any contract awarded pursuant to this IFB.



## **1.5 Wayne County Rights & Responsibilities**

Wayne County has the right to amend this IFB by one or more written addenda. Wayne County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda.

Should any such addenda require additional information not previously requested, Bidder's failure to address the requirements of such addenda may result in the Bid not being considered, as determined in the sole discretion of Wayne County. Wayne County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf, other than the Procurement Director, Procurement Director's designee, and/or stated contact for the solicitation.

It is the Bidder's responsibility to periodically check the source of the IFB until the posted bid deadline to obtain any issued addenda. However, Wayne County will make reasonable efforts to inform all bidders of any clarifications, modifications, or amendments.

When, either before or after receipt of bids, Wayne County changes its requirements or terms and conditions, the Procurement Director, or their designee, shall amend the solicitation.

The Procurement Director will have the discretion to extend the IFB deadline date if he/she determines that it is in the best interest of the County. Furthermore, the Procurement Director may also cancel the original solicitation and issue a new solicitation if it is in the best interest of the County or if the amendment is so substantial in nature as to exceed what prospective offerors reasonably could have anticipated, so that additional sources likely would have submitted offers had the substance of the amendment been known to them.

## **1.6 Subcontractors**

In an effort to promote supplier diversity, Wayne County encourages bidders to identify and include qualified disadvantaged businesses as subcontractors when proposing to provide products and services to the County.

Subcontractors (or their assignments), as it pertains to the specifications/scope of work may not be changed without prior written approval by the County. The Contract will not be assignable to any other business entity without the County's approval. Bidders are encouraged to consider a joint venture.

## **1.7 Disqualification of Bidders**

Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of the bid:

- a. Evidence of collusion among bidders
- b. Lack of competency as revealed by either financial, experience, or equipment statements
- c. Lack of responsibility as shown by past work
- d. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded
- e. Being in arrears on existing contracts, in litigation with the County, or having defaulted on previous contracts.



## **1.8 Freedom of Information Act (FOIA)**

Bid responses, resultant contract(s) and all information submitted to Wayne County by bidders and subsequent Contractor(s) is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

## **1.9 Disclosure of Contents**

All information provided in the bid shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the bid becomes the property of the County and may be returned only at the County's option.

Bidders must make no other distribution of their bids other than authorized by this IFB. A Bidder who shares cost information contained in its bid with other County personnel or competing Bidder personnel shall be subject to disqualification.

## **1.10 County-Based Enterprise (and other) Advantage Programs**

Wayne County administers a procurement program that gives pricing advantages (equalization credits) to businesses located within Wayne County and to businesses located within the 10 Targeted Growth Communities within Wayne County (Detroit, Ecorse, Hamtramck, Highland Park, Inkster, Melvindale, River Rouge, Romulus, Sumpter Township, and Taylor). The County shall apply equalization credits up to 7% to the price for bids submitted by certified County Based Enterprises (CBE) and 2% for Targeted Growth Community Enterprise (TGCE).

**County Based Enterprise / Targeted Growth Community Enterprise Equalization Allowance Table**

| Contract Amount                             | Equalization Percentage |
|---------------------------------------------|-------------------------|
| Up to \$50,000 (CBE)                        | 7%                      |
| \$50,000 to \$200,000 (CBE)                 | 5%                      |
| \$200,000.01 and over (CBE)                 | 2%                      |
| Targeted Growth Community Enterprise (TGCE) | 2%                      |

This program also includes five additional certifications that provide businesses with equalization credits. The five additional certifications are: Small Business Enterprise (SBE), Expanding Business Enterprise (EBE), Joint Venture (JV), Mentor Venture (MV) and Veteran Enterprise (VE). These equalization credits for qualifying



certified suppliers have maximum allowable credits that cannot exceed 10% of the price. All suppliers, who wish to receive credits for their bids, **must be certified by the Human Relations Division at the time of Bid and must submit a copy of their current certification in the bid.**

| Certification Eligible for Equalization Credits | Equalization Percentage |
|-------------------------------------------------|-------------------------|
| Small Business Enterprise (SBE)                 | 2%                      |
| Expanding Business Enterprise (EBE)             | 2%                      |
| Joint Venture (JV)                              | 2%                      |
| Mentor Venture (MV)                             | 2%                      |
| Veteran Enterprise (VE)                         | 2%                      |

Equalization Allowance table for SBE, EBE, JV, MV, VE

If you have questions regarding certification or to apply for certification please visit Human Relations website at <https://www.waynecounty.com/departments/corpcounsel/certification-program.aspx> or call the office (313) 224-5021.

Most federal and state funded projects will not include the application of geographic advantages such as the CBE and TGCE in accordance with funding requirements as well as other advantage categories; in these cases, equalization credits will not apply.

## 1.11 Final Agreement Award Determination

The County reserves the right to withdraw the IFB, to award to one Bidder, to any combination of Bidders, by item, group of items, or total bid. The County may waive informalities. The Bidder to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the bid. If, for any reason, a contract is not executed with the selected Bidder within a reasonable amount of time, as determined by Wayne County, after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. Award of this bid is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Bidder's bid does not constitute a binding contract.

There is no contract until the agreement is approved by the Wayne County Commission (if such approval is required by the Procurement Ordinance) and executed by the County Executive.



The County is not liable for performance costs until the successful Bidder has been given a fully executed contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Bidder non-responsive.

#### **1.12 Conflict of Interest**

No Wayne County employee or agent whose position in Wayne County enables him/her to influence the selection of a supplier for this IFB, or any competing IFB, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Bidder or have any other direct or indirect financial interest in the selection of a supplier.

#### **1.13 Gratuities**

It is prohibited for any Wayne County officer, employee or agent to accept a gratuity for themselves or for a relative, except as permitted by the County's Procurement Ordinance.

A Bidder shall not offer or give either directly or through an intermediary, consideration, in any form, to a Wayne County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Contract.

#### **1.14 Compliance with Laws**

The Bidder must comply with all federal, state, and local laws and policies including, but not limited to:

- A. The provisions of the Wayne County Procurement Ordinance governing "Ethics in Public Contracting", as applicable to contractors, being Article 12 of Chapter 120, and Contractor agrees to provide all required disclosures;
- B. The Michigan Civil Rights Act;
- C. The Persons With Disabilities Act;
- D. The Age Discrimination Act;
- E. Section 504 of the Rehabilitation Act;
- F. The Slavery Era Disclosure Ordinance;
- G. The Fair Employment Practices of the Equal Contracting Opportunities Ordinances.

#### **1.15 Cooperative Contract (Optional)**

Wayne County, as the Lead Public Agency has partnered with Michigan Association of Counties ("MAC") to make the resultant Contract from this solicitation available to other Wayne County municipalities and counties across the state, including school districts and local governmental entities, and agencies for the public benefit ("Public Agencies"), through the Collaborative Procurement Plus ("CoPro+") program.



Wayne County is acting as the contracting agency for any other Participating Public Agency that elects to utilize the Contract. Use of the Contract by any Public Agency is preceded by their registration as a Participating Public Agency in Collaborative Procurement Plus ("CoPro+") program.

As it applies to cooperative agreements, participation in the cooperative program is not a mandatory component or requirement in this solicitation in order for a Bidder to receive an award. Bidders have the option to be considered for a County agreement only or for both a County and cooperative agreement.

### **Purpose of Cooperative Contract**

1. Provide governmental agencies opportunities for greater efficiency in procuring goods and services
2. Take advantage of state-of-the-art purchasing procedures to insure the most competitive contracts
3. Provide competitive price and bulk purchasing for multiple government agencies that yields economic benefits unobtainable by the individual entity
4. Provide quick and efficient delivery of goods and services
5. Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.

### **Administrative Fees**

An administrative fee of 1.5% will be collected on a quarterly basis. The fee will be calculated against the quarterly sales volume for all purchases made under this agreement. A request for Quarterly Sales Reports will be sent out from M.A.C. (Michigan Associations of Counties). M.A.C. is the CoPro+ consortium administrator.

All administrative fees collected under the CoPro+ consortium will be distributed between M.A.C., Wayne County and CoPro+ members that place a sales order against the Master Agreement.

#### **1.16 Bid Guarantee**

A bid guarantee, in the form of a bid bond in the amount of 5% of the total price of the bid, must be submitted with the bid. A bid guarantee is as a guarantee that the Bidder will enter into a contract for the work of the bid is accepted.

#### **1.17 Performance and Payment Bonds**

Performance and Payment Bonds in the amount of 100% of the contract value, will be required of the awarded supplier.

#### **1.18 Pre-Bid Meeting and Site Visit**

Bidders are strongly encouraged to attend and sign in at all pre-bid meetings and site visits. (See cover page for location.)



## SECTION 2.0 – MINIMUM QUALIFICATIONS

### 2.1 Adherence to Minimum Qualifications (Pass/Fail)

Interested and qualified Bidders that can demonstrate their ability to successfully provide the services/products outlined in the Scope of Work/Specifications section of this IFB are invited to submit bid(s), provided they meet the following minimum qualifications:

- a) The Bidder or its key personnel must have a minimum of two (2) seasons of experience providing landscaping and grounds maintenance services with at least two (2) clients with daily time deadlines for completion of service; and
- b) The Bidder or its key personnel must have worked on at least three (3) comparable projects within the past five (5) years (Provide list of projects and references); and
- c) The Bidder or its subcontractor must have at least three (3) current clients/customers with at least five (5) service locations for landscaping and ground maintenance similar to the scope of this IFB. (Provide current client references and list of locations); and
- d) The Bidder or its subcontractor must have all equipment in good condition and available for this project (Provide list of all equipment with bid); and
- e) The Bidder or its key personnel or its subcontractor must provide documentation of compliance with the Michigan Department of Agriculture regulations governing nursery stock planting or transplanting applicable stock types and application of herbicides as mandated. (Provide copies of certificates or licenses with bid).

Failure of the Bidder to meet all of the minimum qualifications will eliminate its bid from any further consideration.



## SECTION 3.0 – SPECIFICATIONS AND SCOPE OF WORK

### 3.1 Objectives and Purpose

Wayne County hereby invites businesses who meet the qualifications and specifications set forth herein to submit bids for the purpose of providing complete landscaping services and grounds maintenance services for five (5) separate locations owned and/or operated by the County of Wayne. The successful Bidder (Contractor) will provide all the materials, labor, equipment, supplies and services necessary to complete landscaping and grounds maintenance of the entire site of each location, including adjacent right-of-ways, off-site utility, parking lots and slope easements. This will include mowing, edging, planting, pruning, trimming, weeding, fertilization, herbicide application, insecticide applications, debris removal, bed cultivation, and mulching in landscape areas. The Contractor will also provide general clean-up to include the removal of trash and products used during the landscaping and ground maintenance process.

### 3.2 Specifications/Scope of Work

#### Contractor's Responsibilities:

#### PART I – GENERAL

##### A. General Scope of Work: The Contractor shall:

- (1) Provide all the material, labor, equipment, supplies and services necessary to complete the landscape maintenance as defined in this IFB. This shall include the entire site including adjacent right-of ways, off-site utility, slope easements, and parking lots.
- (2) Provide complete landscaping and ground maintenance.
- (3) Keep landscape areas in a healthy and neat condition utilizing acceptable horticultural practices.
- (4) Provide landscape maintenance work that includes but is not limited to: mowing, edging, pruning, trimming, weeding, fertilization, herbicide application, insecticide application, debris removal, bed cultivation, and mulching in landscape areas. The Contractor or its designated personnel must be licensed in order to apply any and all herbicides as mandated by the State.
- (5) Provide documentation of compliance with the Michigan Department of Agriculture regulations governing nursery stock planting or transplanting applicable stock types and the application of herbicides is mandated prior to any work performed or upon request by Wayne County.
- (6) Coordinate maintenance with the County and other contractors or activities to assure a minimum amount of inconvenience to facility operations.
- (7) Provide general clean-up to include the removal of trash and products of maintenance.
- (8) Provide monthly reports to the County of maintenance activity. Reports and schedules are to be submitted to EDD, Buildings Division, 34<sup>th</sup> Floor, Guardian Building, 500 Griswold, Suite 3420, Detroit, MI 48226, no later than the 10<sup>th</sup> of each month.



**B. Additional Work:**

- (1) Work beyond the scope of this IFB, which becomes necessary during the contract period will be executed by separate agreement. At Wayne County's request, the Contractor will submit a proposal with pricing to Wayne County for review and acceptance.
- (2) Work requiring a separate proposal will include, but not limited to the following:
  - (a) Erosion Repair
  - (b) Replacement of dead plant materials not under installation warranty.
- (3) The County is not bound by the specifications or contract to utilize the landscape maintenance Contractor in the performance of additional work.
- (4) Authorized charges for extra work will be paid monthly.

**C. Schedule**

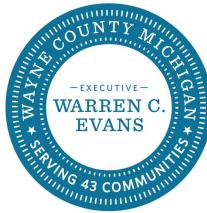
- (1) All work under the resulting contract shall be performed in accordance with the schedule included in Appendix A – Price Sheet. The Contractor is to determine schedule for additional sites. The County reserves the right to add or delete locations, and to add or remove tasks or change schedule/frequencies under the resulting contract as may be necessary during the contract term.
- (2) Additional Scheduled Clean-Up (One-Time per year): The Contractor, upon the request of the County, shall perform an additional clean-up, which shall include all services listed in item E. 1 thru 8 under Part III-Execution, of this IFB.

**D. Contractor's Performance**

- (1) The Contractor (i.e., Contractor or its personnel and/or any subcontractors) shall perform all work required as necessary to fulfill the intent of the contract. All work shall be performed in a professional manner, noise kept to a minimum, and work staged from a location on the site as to not interfere with the users. The Contractor's presence on the site shall be as inconspicuous as possible.
- (2) The intent of this scope is to provide a guideline for the Contractor to follow in order to provide the County with landscape maintenance service of the highest quality; where the document refers to "as needed", or "as required" the intent is for the Contractor to perform the service necessary to maintain the property at the highest possible quality level.
- (3) Sprinklers or structures that are damaged due to the Contractor's operations must be replaced by Contractor at the Contractor's expense.

**E. Damage, Neglect and Vandalism**

- (1) The Contractor is responsible for repairing any damage (to the County's satisfaction) that results from the maintenance operation and services. Turf, trees, or plants that are damaged or killed due to Contractor's operations, negligence or chemicals shall be replaced at no cost to the County. If plant damage or death is cause by conditions beyond the Contractor's control, replacement shall be at the County's expense.
- (2) Trees girdled by the trimmers, mowers, or maintenance operations will be replaced by Contractor at Contractor's expense.



- (3) Sprinklers or structures that are damaged due to the Contractor's operations must be replaced by Contractor at Contractor's expense.
- (4) All water damage: either natural or man-made resulting from Contractor's neglect shall be corrected at the Contractor's expense.
- (5) Chemical or mechanical damage caused by maintenance operations will be repaired at the Contractor's expense. Chemical manufacturer's recommendations will supersede in the event of discrepancy.
- (6) All damage to or thefts of installations not caused or allowed by the Contractor shall be corrected by the Contractor at the County's expense upon written receipt of written authorization to proceed.

**F. Emergencies**

- (1) The Contractor shall answer emergency or complaint calls within 12 hours and corrective action shall be completed within 24 hours.
- (2) The Contractor shall answer emergency calls regarding the landscape irrigation system failure or need repair and take corrective action within eight (8) hours. Such work, unless caused due to neglect on the part of the landscape maintenance Contractor, shall be considered "extra services".

**G. Quality Control**

- (1) The Contractor or its Superintendent shall oversee the work at all the times. The Superintendent shall represent the Contractor in his absence and all directions given to him shall be binding as if giving to the Contractor. The primary goal and responsibility of the landscape maintenance Contractor is to keep the project grounds in excellent condition, clean and attractive always.
- (2) The Contractor or its Superintendent shall notify the Wayne County Contract Administrator of each service completed and will provide proof (e.g., service reports, photos).

**PART II – PRODUCTS AND EQUIPMENT**

**A. Products:** Materials listed under this section are expressly specified for use, but does not prohibit or restrict the Contractor from providing other approved materials not listed in order to complete the work herein. All materials shall be new and without flaws and of quality and performance as specified and meeting the requirements.

- (1) Pre-emergent weed control. Contractor option (granular). Do not use in freshly seeded area.
- (2) Post-emergent weed control: Contractor option, with crab grass control.
- (3) Herbicide: Contractor option.
- (4) Insecticide: Contractor option.
- (5) Fungicide: Contractor option.
- (6) Lawn Fertilizer: 20-5-10 mix; Contractor option.
- (7) Tree and shrub fertilizer: 12-4-4 mix; Contractor option.
- (8) Mulch: equal to original installation.
- (9) Tree wound paint: black -asphalted paint; Contractor option.



B. Equipment: Machinery requirements listed under this section are not intended to be restrictions of specific manufacturers or models unless so stated. Specific mention of manufacturer is intended as a guide to illustrate the final product of maintenance operations desired.

- (1) Mowers shall be commercial grade rotary type in good working order finely turned to protect lawn from excessive exhaust fumes. Blades shall be sharp to reduce shredding of the cut grass blades. Grass catchers are required at the Medical Examiner's building and Lincoln Hall of Justice Court Complex site.
- (2) Lawn edger may be of rigid blade or line trimmer type that will produce a fine clean edge where lawn meets walkways, pavements, or curbs.
- (3) Pruning tools shall be maintained in good working order, with a twenty percent (20%) solution of Clorox and water used for cleaning after the removal of diseased limbs.
- (4) Line trimmers will be allowed on edge trimming only.

### PART III - Execution

A. Tree Maintenance

- (1) Contractor shall be responsible for staking and guying of trees at all the times. Broken guys, stakes and ties shall be replaced as needed. Adjustments shall be made periodically to allow for proper growth of the trees. Tree stakes should be removed at the end of the third year. However, if a tree is unable to support its own weight, it shall be re-staked immediately.
- (2) Prune, thin and shape trees in accordance with standard horticultural practices as approved or directed by the County's representative. Tree should be encouraged to develop their natural form. Do not prune any major branches or tree leaders without specific permission. Pruning should perform in late winter or early spring before new growth begins. Keep trees pruned of diseased or dead wood at all the times of the year. Trees should be limbed up to maintain pedestrian/vehicular and visual clearance. Evergreen trees can be pruned, if necessary, to slow their growth or to increase their intensity. **CONTACT THE COUNTY'S FACILITIES MANAGEMENT DIVISION DIRECTOR PRIOR TO COMMENCING ANY PRUNING OR SHAPING WORK.**
  - (a) All suckers shall be continually removed. If suckers are persistent, a sucker-inhibiting compound can be applied immediately after pruning. Apply per manufacturer's direction.
  - (b) Periodically prune or shape trees to promote correct growth.
  - (c) Grass shall be trimmed at the base of trees in a manner that shall protect the tree trunks from cutting or bark and cambium layer.
- (3) Tree pruning will be performed with experienced tree pruning personnel only. In general, thin out remove any dead wood and shape and maintain symmetry. **DO NOT SHEAR.** Paint wounds larger than  $\frac{1}{2}$  "diameter with a black asphaltic wound dressing.
- (4) Apply a slow release fertilizer one in late fall (after first hard freeze) Apply per manufacturer's directions. Contractor shall notify the County or representative prior to fertilization application.
- (5) Any tree that needs to be replaced for any reason whether under warranty or not, shall be replaced with like kind as originally specified. Replacement size will depend on the size of the tree to be replaced and shall never be smaller than the size originally specified.
- (6) For new tree plantings maintain a four (4) foot saucers around each tree throughout its first year after installation. Maintain minimum a four (4) foot saucers around each tree throughout its first year after



installation. Maintains minimum four (4) inch depth of mulch within the saucer, which is to be consistent in form and diameter. After tree has matured five (5) years, the saucer may be reduced to two (2) feet.

- (7) Maintain three rings free of grass and weeds biweekly. Utilize a combination of hand damaged due to improper herbicide application. DO NOT USE LINE TRIMMERS.
- (8) Water: Soak each tree (fill saucer) bi-weekly through first growing season. Trees will be watered with irrigation system at rates determined by the Contractor.

#### B. Shrub and Groundcover Maintenance

- (1) Contractor shall weed, trim and cultivate all shrub beds in accordance with the schedule in Appendix A – Price Sheet. Major pruning should be performed only at the time of the year appropriate for each plant.
  - (a) Pruning of Shrubs should be performed in a manner that will enhance the natural bounds and to eventually from a solid mass. DO NOT SHEAR.
  - (b) Remove all dead branches or foliage.
  - (c) Remove Insect or disease infested plant material if necessary. Immediately notify the County of infestation and submit a written proposal for treatment.
  - (d) Keep shrubs and groundcovers trimmed back from sidewalks, paved areas, and building walls.
- (2) Remove weeds and foreign grasses by hand from shrub beds bi-weekly.
- (3) In plant beds where hand pulling will not control broadleaf weeds, "round up" is recommended. Caution should be taken when applying round up so that only undesirable plant material is sprayed. Apply in accordance with manufacturers' direction. Keep stone/rock groundcover free from grass and weeds bi-weekly. Remove weeds and foreign grasses by hand pulling or pre-emergent herbicide such as Scotts "Preen" or equal.
- (4) Apply a slow release fertilizer one in late fall (after first hard freeze). Apply per manufacturer's directions. Contractor shall notify the County prior to fertilizer application.
- (5) Shrubs and ground cover will be watered with the irrigation systems at the rate determined by Contractor.

#### C. Lawn and Turf Maintenance

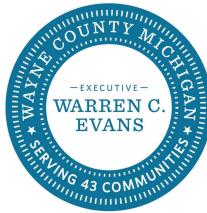
- (1) Mowing, edging and trimming: Perform these functions as directed in the schedule of services in Appendix A – Price Sheet.
  - (a) Manicured lawn height shall not exceed four (4) inches. All manicured lawn area shall be mowed and trimmed weekly during the growing seasons. Mower to be set at a cutting height of 3-4 inches. Trimming shall be done at all fences, buildings, walks, and around trees. Remove or catch clippings.
  - (b) Never scalp the lawn or remove more than one half the existing top growth in one mowing.
  - (c) Trim grass around sprinkler heads with a circular sprinkler head trimmer each time the grounds are mowed. DO NOT USE LINE TRIMMERS TO TRIM AROUND SPRINKLER HEADS.
  - (d) Do not use line trimmers to trim grass at the base of trees and other plant materials, hand trim these areas.



- (e) Low maintenance grass areas shall be mowed once a year in the fall. A clean, sharp mow line shall be maintained between all manicured lawn areas and areas that will grow naturally. These areas should also be periodically inspected for litter and debris.
- (f) Edging along all walks shall be done as needed weekly.
- (g) Re-establishment of all lawn areas larger than 4 square feet shall be re-seeded or sodded in accordance with the original specifications, rates and fertilizer program until complete strand of grass is achieved.
- (2) Use coarse sand and good topsoil mix (50:50) to level grass areas, should setting occur, to maintain smooth evenly stopped surface.
- (3) Manicured lawn will be watered with the irrigation system at rates determined by the Contractor. The established turf should not be kept wet but should dry out between watering.
- (4) Apply a slow release high nitrogen fertilizer such as 20-5-10 to all manicured lawn areas. Apply 3 times a year; late May to early June, early September and late October to early November. Apply per Manufacturer's direction. Contractor shall notify the County prior to fertilizer application.
- (5) Manicured lawn areas should be maintained at a minimum 98% pure strand of turf. Apply herbicide at manufacturer's recommended rates to achieve complete control of weed and undesirable grasses. Herbicides shall be applied by a licensed operator. Pre-emergent weed control should be applied prior to germination in the spring (May 1st). Post-emergent weed control should be applied in Fall (Sept 1st). Spot treat manicured turf areas as needed throughout the growing season. Spot treatment of weeds shall be achieved without damaging the surrounding turf and sidewalks.
- (6) All Products utilized on this project must be labeled for turf use.
- (7) Lawn areas shall be de-thatched once a year, either in September or early spring (Late April early May) prior to the initiation of growth. Mechanical removal with a de-thatching machine is allowed. Remove thatch debris immediately by raking or sweeping.
- (8) Insects: Control insects with regular applications of commercial insecticides at the manufacturer's recommended use.
- (9) Disease: When they first appear, spray for diseases with an approved commercial fungicide strictly according to manufacturer's recommended rate.

#### D. Pesticides and Chemical Applications

- (1) The Contractor shall assume all liability for damage and/or injury resulting from accident or misuse of these products and/or equipment. The County retains the right to prohibit the use of any herbicide, insecticide, sterilant poison, or animal trap that it may judge to be undesirable for any reason.
- (2) Products leaving on undesirable residue or odor (i.e. Weed oil) shall not be used.
- (3) The County shall be notified prior to application and advised of any danger associated with the use of these products (i.e. to avoid personal contact with sprayed area, etc.)
- (4) All plant material should be inspected bi-weekly for disease and/or insect infestations. Apply insecticides as needed to protect all plant materials from damage. The insect control program shall include treatment for aphids, scale, slugs, and borers. Preventative control of aphids and grubs is necessary in the spring and summer months.
- (5) Apply the proper fungicide to control fungus.
  - (a) Alternative chemicals on each application to reduce the buildup of resistance to one chemical.
  - (b) Adjust watering cycles to work in conjunction with the chemical control.



**E. General Clean Up**

- (1) General cleanup of planting beds, lawns areas and parking lot areas should occur at least twice a month. This shall include the removal of all litter and miscellaneous debris.
- (2) All walkways shall be kept free of dirt, leaves and other debris. Walkways shall be swept off once a week. This work shall be coordinated with other maintenance work in the area. Gutters shall be kept clean of miscellaneous litter and debris.
- (3) In no case shall blowing be used in place of sweeping trash and debris into piles. After removal of debris, blowers may be used to blow dirt and dust-off walks and into planting areas.
- (4) All litter, leaves, trimmings, clippings and other debris must be removed from the site and disposed of in a legal manner.
- (5) The site shall be routinely inspected once a week during the growing season, (March - October) in coordination with other maintenance operations, to identify and resolve any landscape maintenance difficulties. Inspection of the site in the off-season (October-February) shall occur once a month.
- (6) Water shall be periodically applied in a quantity over normal amounts sufficient to reach the buildup of salts from the planting and lawn areas.
- (7) All plant growth shall NOT be present in any cracks in walks or within paved areas.
- (8) Non-selective herbicide sprays shall be used to prevent growth in pavement or areas where vegetative growth is desirable.

**F. Locations To Be Serviced:**

1. MEDICAL EXAMINER'S OFFICE  
1300 E. Warren, Detroit, MI
2. LINCOLN HALL OF JUSTICE COURT COMPLEX – **Bldgs A and B and around the parking lot**  
1025 E. Forest, Detroit, MI
3. HEALTH ADMINISTRATION DEPARTMENT  
33030 Van Born Road, Wayne, MI
4. HQ BUILDING – **Receives all services including Front Parking Lot**  
15800 Northline Road, Southgate, MI
5. DIVISION 3 (WILLIAM DICKERSON DETENTION FACILITY)  
3501 Hamtramck, Hamtramck, MI 48211

**G. Billing:**

- (1) Billing for each month shall be submitted following the end of each month for all completed services.
- (2) The Contractor's invoice shall include the location serviced, all tasks completed and pricing for each task. The Contractor's invoice shall be submitted within 15 days following the completed services.
- (3) The Contractor shall also provide with its invoice a service report for each location serviced with the monthly invoice.



### **3.3 Contract Term**

The term of the resultant contract shall be for a period of three (3) years, with two (2) additional one-year extension options, which may be exercised at the discretion of Wayne County.

### **3.4 Additional Specifications**

#### **3.4.1 Service Work Schedules**

When the successful Bidder (Contractor) is onsite at County facilities the Contractor will observe the general operating hours of the facility, each facility may have different operating hours. If the Contractor and the County contact at a facility agree to access outside of general operating hours, all applicable County protocols related to security and safety shall continue to be observed.

Schedule: All work shall be performed in accordance with the schedule/frequencies included in Appendix A – Price Sheet). The Contractor is to determine the schedule for additional sites.

#### **3.4.2 Service Security of Building and Property Requirements**

County facilities are secured and Contractor will provide notification of its need to access County facilities timely so as to allow the County to notify security and to provide timely access to the Contractor.

#### **3.4.3 Service Equipment Requirements**

The Contractor is responsible for providing its own equipment, computer equipment and information technology systems, unless specified otherwise under this IFB.

#### **3.4.4 Service Consumable Supplies Requirements**

As specified in this IFB

#### **3.4.5 Service Inspection and Correction of Deficiencies Requirements**

The County may inspect the part of the plant, place of business, or work site of a Contractor or Sub-Contractor at any tier, which is pertinent to the performance of any contract awarded or to be awarded by the County.



### **3.4.6 Service Capabilities**

The Contractor will provide professionals who are current with professional development and will provide such documentation as necessary to show compliance.

### **3.4.7 Ordering of Services**

As specified in this IFB.

### **3.4.8 Customer Service**

Contractor provided professionals assigned to the engagement will reply to email or phone calls timely.

### **3.4.9 Roles and Responsibilities**

The Contractor will not subcontract the responsibilities outlined in this IFB without prior written approval (excluding subcontractor(s) disclosed in the response to this IFB).

### **3.4.10 Delivery Acceptance Criteria**

The designated Wayne County representative shall provide the final review and approval of the required services/productions outlined in this IFB.

### **3.4.11 Service Level Agreements**

NOT APPLICABLE

### **3.4.12 Milestones**

NOT APPLICABLE

### **3.4.13 Training**

NOT APPLICABLE

### **3.4.14 Success Criteria**

The Contractor is responsible for the successful performance of all requirements outlined in this IFB.



## SECTION 4.0 – BIDDING, EVALUATION, SELECTION & AWARD PROCESS

This section contains key information and activities as well as instructions to Bidders on how to prepare and submit their response:

### 4.1 Wayne County Responsibility

Wayne County is not responsible for representations made by any of its officers or employees prior to the execution of the contract unless such understanding or representation is included in the contract.

### 4.2 Truth and Accuracy of Representations

The Wayne County Procurement Director or designee may reject any bid that is evaluated and determined to include false, misleading, incomplete, or deceptively unresponsive statements.

### 4.3 Bidder Q&A

Bidders may submit written questions regarding this IFB, by the questions deadline date, to the individual identified on the cover page. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the IFB.

When submitting questions please specify the IFB section and paragraph number, and quote the language that prompted the question. This will ensure that the issue can be quickly found in the IFB. Wayne County reserves the right to group similar questions when providing answers.

Wayne County may modify the IFB at any time during the bid process. All changes to the IFB will be posted as an addendum under the bid number and each posting officially revises the IFB.

### 4.4 Preparation of the Bid

Each Bidder must submit a complete response to this IFB. The bid must remain valid for at least 180 days from the due date for responses to this IFB.

The Bidder will be responsible for completing documents and forms listed under Part 2, Section 5, of this IFB, which is titled Supplier Submittal Requirements. If not provided, Bidder will be required to download the forms. Complete the forms, including signature, and then upload the forms. These documents and forms are as follows:

- Documents demonstrating minimum qualifications – It is expected that a Bidder will include completed forms to demonstrate minimum qualification requirements are met, which include:
  - References
  - Business Information Questionnaire (included in the Ethics in Contracting Form)
  - Resumes for key personnel
  - Licenses/Certificates



- Signed Bid Form – The Bidder must sign the Bid Form. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County if the Bidder is determined to be the most responsive and responsible Bidder.
- Pricing Sheet – The Bidder must use the Pricing Sheet that accompanies this IFB. Any other pricing format submittal may result in disqualification. The Bidder must submit the Price Sheet with the bid.
- Bid Guarantee – A bid bond in the amount of 5% of the total price of the bid must be submitted with the bid.
- Response to Bid Requirements Form - The Bidder shall include a detailed response to the outlined requirements.
- Terms & Conditions Form – Bidder will review terms and conditions. Any exceptions to the terms and conditions need to be identified in the bid otherwise it will be determined that the terms and conditions are acceptable to the Bidder.
- First Tier Subcontractor Designation Form – This form is required to be completed by all prime contractors for contracts greater than \$50,000.
- Ethics in Contracting Vendor Form – This form is required to disclose any relationships between the principal/managing members of the bidding company and Wayne County employees for all contracts greater than \$10,000.
- W-9 Form – This form is required to verify the Bidder's federal tax identification (EIN) number and legal business name.
- Fair Employment Practices (FEP) Certificate – A current FEP certificate is required of all companies that do business with Wayne County. If the Bidder does not have this certification, an on-line application shall be submitted to the Human Relations Department at the time of bid submission for all contracts greater than \$50,000. Print a hard copy of your company's on-line application and submit with the bid.
- Certificate of Insurance (COI) – A current COI is required, which lists, at minimum, commercial general liability limits and as applicable other insurance that may be required. The requirements for the resultant contract are listed in the Contract/Terms and Conditions attachment.

There are no other unique formatting requirements. Information provided shall be organized and in a readable format.



#### 4.5 Bid Submission Requirements

To be considered, the bid must be prepared in the manner and detail specified in this IFB.

- 1) Bids, all attachments, and any modifications or withdrawals, must be submitted electronically through the BidNet Direct (MITN) Bid System (<https://www.bidnetdirect.com/>). Bidders should provide the documents in a modifiable form (e.g., Microsoft Word or Excel), but have the option to also provide copies of any documents in a non-modifiable form (e.g. PDF) with the sole exception of any pricing which must be provided in Excel format, when an Excel Pricing Sheet is provided. Bidder's failure to submit a bid as required may result in disqualification of such bid. The bid and attachments must be fully uploaded and submitted prior to the due date and time identified above.

Bids received after the deadline will not be accepted.

**Do not wait until the last minute to submit the bid, as the BidNet system requires the creation of an account and entry of certain information, in addition to uploading and submitting the materials. The BidNet system will not allow a bid to be submitted after the due date and time identified on the cover page.**

- 2) The opening/downloading of a bid does not constitute the County's acceptance of the Bidder as a responsive and responsible Bid.
- 3) Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the IFB, specifications and terms of the Form of Contract, and the County's Procurement Ordinance, and that the Bidder understands and agrees to abide by each and all of the stipulations and requirements contained therein.
- 4) Bids sent by facsimile, telegraph, email, or hand delivered will not be considered.
- 5) All costs incurred in the preparation and presentations of the bid, as well as any resulting contract, are the Bidder's sole responsibility; no such costs will be reimbursed to any Bidder. All documentation submitted with the bid will become the property of the County.

#### 4.6 Duplicate Bids

No more than one (1) bid from any Bidder, including its subsidiaries, affiliated companies and franchisees will be considered by the County. In the event multiple bids are submitted in violation of this provision, the County will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.

#### 4.7 Withdrawal

Bids may be withdrawn through the BidNet Direct System prior to the bid deadline indicated on the cover page of this IFB. No bid may be withdrawn after the deadline for submission.



#### **4.8 Evaluation Process**

All bids will be reviewed for compliance with the mandatory minimum requirements stated within this IFB. Bids not in compliance with the mandatory minimum requirements will be eliminated from further consideration.

- A. Wayne County may contact the Bidder for clarification of the bid
- B. Wayne County may require the Bidder to submit additional and/or supporting materials
- C. Responsive bids will be evaluated on the factors identified in this IFB. The Bidder(s) whose bid is advantageous to the County, taking into consideration the evaluation factors, will be recommended for award approval.

Each bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing bid responses, Bidders are advised to rely only upon the contents of this IFB and accompanying documents and any written clarifications or addenda issued by the County. If a Bidder finds a discrepancy, error, or omission in the bid package, or requires any written addendum thereto, the Bidder is requested to notify the Procurement Contact noted on the cover of this IFB, so that written clarification may be sent to all prospective Bidders. The County is not responsible for oral representations. All questions must be submitted in writing to the Procurement Contact only before the Question Deadline indicated on the cover page of this document. All answers will be issued in the form of a written addendum.

Provide a County Based Enterprise, Targeted Growth Community Enterprise, or other Wayne County Advantage program certificate (See Section 1.10) if applicable; otherwise, evaluation credits will not be considered.

#### **4.9 Optional Tools to Enhance Evaluation Process**

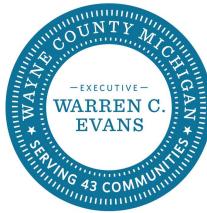
Wayne County, during the evaluation of bids may find it necessary to utilize one or multiple tools, as listed below, to facilitate their understanding of the bid(s) in order to select the best offering to Wayne County.

##### **4.9.1 Clarifications**

Wayne County may issue a clarification request, in writing, to one or all Bidders. A clarification request does not allow a Bidder to change its bid. The clarification response may include additional information to address any ambiguities or deficiencies in the bid.

#### **4.10 Wayne County Option to Reject Bids**

The County reserves the right to: reject any or all bids (in whole or in part); to award in whole or in part; to award by line item; and, to waive any minor informality or irregularity in bids received, if it is determined by the Procurement Director or designee that the best interest of the County will be served by doing so. The County may reject any bid from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Bidder is debarred by the County from consideration for a contract award, or if Bidder has committed a violation of the ethics or anti-kickback provisions of the County's Procurement Ordinance which resulted in a termination of a contract or other penalty within the two (2) years immediately preceding the date of issuance of this document.



## PART 2 – SUPPLIER SUBMITTAL REQUIREMENTS

### SECTION 5.0 – REQUIRED DOCUMENTATION AND FORMS

(Mandatory Minimum Requirements Checklist)

| DOCUMENTATION AND FORMS                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                             | 5.1 Demonstrate that the Bidder or its subcontractor OR Bidder or its key personnel meet the minimum qualifications outlined in Section 2.0, which may be accomplished by submitting the following: <ul style="list-style-type: none"><li>• Completed References Form</li><li>• Completed Business Information Questionnaire portion of the Ethics in Contracting Form</li><li>• Resumes for key personnel</li><li>• Licenses/Certificates</li></ul> |
|                                                             | 5.2 Signed Bid Form – <b>must</b> be submitted with bid                                                                                                                                                                                                                                                                                                                                                                                              |
|                                                             | 5.3 Price Sheet [Appendix A] – <b>must</b> be submitted with bid                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                             | 5.4. Bid Guarantee/Bid Bond – <b>must</b> be submitted with bid<br>Scan and upload a copy of the Bid Bond with the Bid and mail original Bid Bond to Wayne County Procurement Division, 21 <sup>st</sup> Floor, 500 Griswold, Detroit, MI 48226 within 24 hours of the Bid submission.                                                                                                                                                               |
| OTHER FORMS (Download*, complete and include with your bid) |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                                             | 5.5 Response to Specifications/Scope of Work Requirements Form                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                             | 5.6 Terms and Conditions Form                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                                             | First Tier Subcontractor Designation Form                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                             | Ethics in Contracting Vendor Form with Business Information Questionnaire                                                                                                                                                                                                                                                                                                                                                                            |
|                                                             | W-9 Form                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                                             | Fair Employment Practices (FEP) Certificate. Complete the on-line application and print (PDF) a hard copy of your company's application and include with your bid.<br>Apply on-line at: <a href="https://www.waynecounty.com/departments/corpcounsel/certification-program.aspx">https://www.waynecounty.com/departments/corpcounsel/certification-program.aspx</a>                                                                                  |
|                                                             | Certificate of Insurance listing current coverages                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                             | 5.7 Bidder Questionnaire                                                                                                                                                                                                                                                                                                                                                                                                                             |

\* Download Forms that are not included at:

<https://www.waynecounty.com/departments/mb/procurement/procurement-forms.aspx>



## 5.1 REFERENCES THAT DEMONSTRATE MINIMUM QUALIFICATIONS

(Outlined in Section 2.0)

**ITEM a:** The Bidder or its key personnel must have a minimum of two (2) seasons of experience providing landscaping and grounds maintenance services with at least two (2) clients with daily time deadlines for completion of service.

Complete the following information or attach resume that demonstrates Bidder or key personnel meets the above item a. **(Attach additional sheets if necessary)**

Reference 1:

|                                           |                                               |
|-------------------------------------------|-----------------------------------------------|
| Indicate Bidder or name of key personnel: | Have a minimum of 2 seasons experience?       |
| Entity Name:                              | Contact Name and Title                        |
| City:                                     | State:                                        |
| Phone Number:                             | Email Address:                                |
| Years Serviced/Date of Project:           | Daily time deadlines (indicate time/schedule) |
| Description of Project or Services:       |                                               |

Reference 2:

|                                           |                                               |
|-------------------------------------------|-----------------------------------------------|
| Indicate Bidder or name of key personnel: | Have a minimum of 2 seasons experience?       |
| Entity Name:                              | Contact Name and Title:                       |
| City:                                     | State:                                        |
| Phone Number:                             | Email Address:                                |
| Years Serviced/Date of Project:           | Daily time deadlines (indicate time/schedule) |
| Description of Project or Services:       |                                               |



## REFERENCES THAT DEMONSTRATE MINIMUM QUALIFICATIONS – Continued

### (Outlined in Section 2.0, item b):

Complete the following information for a minimum of three (3) customer references for services of similar scope dating within the past five (5) years.

#### Reference 1:

|                                     |                                |
|-------------------------------------|--------------------------------|
| Entity Name:                        | Contact Name and Title:        |
| City:                               | State:                         |
| Phone Number:                       | Email Address:                 |
| Years Serviced/Date of Project:     | Annual Volume/Contract Amount: |
| Description of Project or Services: |                                |

#### Reference 2:

|                                     |                                |
|-------------------------------------|--------------------------------|
| Entity Name:                        | Contact Name and Title:        |
| City:                               | State:                         |
| Phone Number:                       | Email Address:                 |
| Years Serviced/Date of Project:     | Annual Volume/Contract Amount: |
| Description of Project or Services: |                                |

#### Reference 3:

|                                     |                                |
|-------------------------------------|--------------------------------|
| Entity Name:                        | Contact Name and Title:        |
| City:                               | State:                         |
| Phone Number:                       | Email Address:                 |
| Years Serviced/Date of Project:     | Annual Volume/Contract Amount: |
| Description of Project or Services: |                                |



## REFERENCES THAT DEMONSTRATE MINIMUM QUALIFICATIONS - Continued

### (Outlined in Section 2.0, item c)

Complete the following information for a minimum of three (3) current clients/customer references with at least five (5) locations for services of similar scope of the IFB. **Indicate if for Bidder or it's subcontractor.**

#### Reference 1:

|                                     |                                                     |
|-------------------------------------|-----------------------------------------------------|
| Entity Name:                        | Contact Name and Title:                             |
| City:                               | State:                                              |
| Phone Number:                       | Email Address:                                      |
| Years Serviced/Date of Project:     | Locations for services (list at least 5 locations): |
| Description of Project or Services: |                                                     |

#### Reference 2:

|                                     |                                                     |
|-------------------------------------|-----------------------------------------------------|
| Entity Name:                        | Contact Name and Title:                             |
| City:                               | State:                                              |
| Phone Number:                       | Email Address:                                      |
| Years Serviced/Date of Project:     | Locations for services (list at least 5 locations): |
| Description of Project or Services: |                                                     |

#### Reference 3:

|                                     |                                                     |
|-------------------------------------|-----------------------------------------------------|
| Entity Name:                        | Contact Name and Title:                             |
| City:                               | State:                                              |
| Phone Number:                       | Email Address:                                      |
| Years Serviced/Date of Project:     | Locations for services (list at least 5 locations): |
| Description of Project or Services: |                                                     |



## REFERENCES THAT DEMONSTRATE MINIMUM QUALIFICATIONS - Continued

**(Outlined in Section 2.0, item d)**

Item d: The Bidder or its subcontractor must have all equipment in good condition and available for this project. **Provide list of all equipment below or attach list.**

(Outlined in Section 2.0, item e)

The Bidder or its key personnel or its subcontractor must provide documentation of compliance with the Michigan Department of Agriculture regulations governing nursery stock planting or transplanting applicable stock types and application of herbicides as mandated. (Provide copies of certificates or licenses with bid)

**Are copies of certificates or licenses attached?**



## 5.2 BID FORM

### BID FORM

**Failure to complete this form shall result in your Bid being deemed non-responsive and rejected without further evaluation**

The Undersigned hereby offers and, if the contract is executed by the County Executive, agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Bids. The Undersigned further agrees to accept, via email or other electronic means, any and all notifications and contractual documents including, but not limited to, notifications, insurance verification requests, and purchase orders.

**ADDENDA:**

The undersigned has read, understands and is fully cognizant of the Information to Bidders, including the Form of Contract, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

**OBLIGATION:**

The undersigned, by submission of this Offer, agrees to be obligated, if recommended for award of the contract and if the contract is executed by the County Executive, to provide the stated goods and/or services to the County for the term as stated in this IFB, and to enter into a contract with the County, in accordance with the conditions, scope and terms, as well as the Form of Contract, together with any written addenda as specified above.

**COMPLIANCE:**

The undersigned hereby accepts all administrative requirements of the IFB and will be in compliance with such requirements. By submitting this Bid Form, the Bidder represents that: 1) the Bidder is in compliance with any applicable ethics or anti-kickback provisions of the County's Procurement Ordinance, and 2) if awarded a contract to operate the Concession or provide the Services required in the IFB, the Bidder will comply with the ethics and anti-kickback provisions of the Procurement Ordinance.

**NONCOLLUSION:**

The undersigned, by submission of this Bid Form, hereby declares that this Bid is made without collusion with any other business making any other Bid, or which otherwise would make a Bid.

**PERFORMANCE BOND(S):**

The undersigned further agrees that if awarded the Agreement, it will submit to the County any required performance bond(s).

**SUBMITTAL REQUIREMENTS:**

The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this IFB.



**No bid shall be accepted which has not been signed in the appropriate space below.**

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

| <b>For clarification of this offer, contact:</b> |        |        |        |
|--------------------------------------------------|--------|--------|--------|
| Company Name:                                    |        | Name:  |        |
| Address:                                         |        | Title: |        |
| City:                                            | State: | Zip:   | Phone: |
| <b>*Signature of Authorized Person</b>           |        | Fax:   |        |
| Printed Name                                     |        | Email: |        |

\*Bid Form **must** be signed by an authorized representative.



## 5.3 PRICING SHEET AND OTHER PRICING REQUIREMENTS

Complete APPENDIX A (Price Sheet), with the following considerations:

### 5.3.1 *Tax Excluded from Price*

(a) Sales Tax: Wayne County and local units of government are exempt from sales tax for direct purchases. The Bidder's prices must not include sales tax.

(b) Federal Excise Tax: Wayne County may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for Wayne County's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the Bidder's prices must not include the Federal Excise Tax.

### 5.3.2 *Special Incentives*

Wayne County is interested in any other special programs and alternative recommendations that bidders may have. Please discuss these programs, such as customer employee retail discounts, return policies, trade-in programs allowing the return of new product not needed, quantity discounts, green product offering, Michigan made products. For contracts designated to be extended to other schools, municipalities and counties it is expected that Wayne County will see an offer for administrative fees and rebates to assist in the operation of this consortium.

### 5.3.3 *Price Stability Guarantee*

For the first twelve months of the Agreement, Contractor must guarantee to provide the goods/services at the rates outlined in the bid submission. To the extent the Contractor seeks an adjustment to compensation based on the increased market price of any commodity, any request must be supported by written evidence documenting the change in costs, including confirmation of the pricing from multiple sources, and must be approved prior to any modifications taking effect. The County may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the County deems relevant; the County retains the option to terminate the Contract if the proposed increase is deemed unacceptable in the County's sole discretion.

### 5.3.4 *Bid Pricing*

Bid pricing must reflect Net 45 payment terms.

## 5.4 BID GUARANTEE/BID BOND

A bid guarantee, in the form of a bid bond in the amount of 5% of the total price of the Bid, must be submitted with the Bid. A Bid guarantee is as a guarantee that the Bidder will enter into a contract for the work of the Bid is accepted.



**Scan and upload a copy of the Bid Bond with the Bid. The original Bid Bond must be mailed to Wayne County Procurement Division, 21<sup>st</sup> Floor, 500 Griswold, Detroit, MI 48226 within 24 hours of the Bid submission.**



## 5.5 RESPONSE TO SPECIFICATIONS/SCOPE OF WORK REQUIREMENTS FORM

Review Section 3.0 (Specifications/Scope of Work Requirements), as outlined in the corresponding sections below, and confirm your understanding:

Section 3.1 Objectives and Purpose

Section 3.2 Specifications

Section 3.3 Contract Term

Section 3.4 Additional Specifications

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Section 3.4.1 Service Work Schedules

Section 3.4.2 Service Security of Building and Property Requirements

Section 3.4.3 Service Equipment Requirements

Section 3.4.4 Service Consumable Supplies Requirements

Section 3.4.5 Service Inspection and Correction of Deficiencies Requirements

Section 3.4.6 Service Capabilities

Section 3.4.7 Ordering of Services

Section 3.4.8 Customer Service

Section 3.4.9 Roles & Responsibilities

Section 3.4.10 Delivery Acceptance Criteria

Section 3.4.11 Service Level Agreements – Not Applicable

Section 3.4.12 Milestones - Not Applicable

Section 3.4.13 Training – Not Applicable

Section 3.4.14 Success Criteria

**Bidder Response to Specifications/SOW Requirements:** Please confirm understanding of the requirements or state any exceptions. (Any exceptions to the requirements will be evaluated and determined whether they are in the best interest of the County.)

Initial Here:



## 5.6 TERMS AND CONDITIONS FORM

Please reference the attached Agreement/Contract or Terms & Conditions Document.

## Confirmation of review of Terms & Conditions

I have reviewed the terms and conditions.  YES  NO

I have thoroughly reviewed the "insurance requirements" section and can meet the requirements, if awarded the contract.  YES  NO

I accept all the terms and conditions outlined.  YES  NO

**Company Representative's Name** \_\_\_\_\_

**Company Name**

Any exceptions to the Terms & Conditions and/or insurance requirements contained herein shall be noted in writing below, or attached as a redlined (MS Word) version of the document and included with the bid submittal. If none or not applicable, indicate "None" or "Not Applicable" below and provide signature.

|                                                                              |  |
|------------------------------------------------------------------------------|--|
| Page Number                                                                  |  |
| Outline Number or Paragraph                                                  |  |
| Term, Condition or Specification                                             |  |
| Exception                                                                    |  |
| Signature (same signature as on Bid Affidavit Signature and Acceptance form) |  |

### Cooperative Contract (Optional)



## 5.7 BIDDER QUESTIONNAIRE

**Failure to complete the following form(s) may result in your Bid being deemed non-responsive and rejected without any further evaluation.**

### PAST EXPERIENCE OF BIDDER:

**Largest Gross Amount of Work Done in One Year** \$ \_\_\_\_\_ Year \_\_\_\_\_

#### **Largest Single Contract Completed:**

|                                                                                                                                               |                              |                 |                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------|-----------------|
| Type and Location of Work:                                                                                                                    | Engineer/Architect or Owner: | Contract Price: | Date Completed: |
| Work performed as:<br><input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Joint Venture |                              | With:           |                 |

#### **List at least three (3) projects of similar type to this contract that have been completed:**

|                                                                                                                                               |                              |                 |                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------|-----------------|
| Type and Location of Work:                                                                                                                    | Engineer/Architect or Owner: | Contract Price: | Date Completed: |
| Work performed as:<br><input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Joint Venture |                              | With:           |                 |
| # of Change Orders Initiated by<br><input type="checkbox"/> Contractor <input type="checkbox"/> Engineer                                      |                              |                 |                 |

|                                                                                                                                               |                              |                 |                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------|-----------------|
| Type and Location of Work:                                                                                                                    | Engineer/Architect or Owner: | Contract Price: | Date Completed: |
| Work performed as:<br><input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Joint Venture |                              | With:           |                 |
| # of Change Orders Initiated by<br><input type="checkbox"/> Contractor <input type="checkbox"/> Engineer                                      |                              |                 |                 |

|                                                                                                                                               |                              |                 |                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------|-----------------|
| Type and Location of Work:                                                                                                                    | Engineer/Architect or Owner: | Contract Price: | Date Completed: |
| Work performed as:<br><input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Joint Venture |                              | With:           |                 |
| # of Change Orders Initiated by<br><input type="checkbox"/> Contractor <input type="checkbox"/> Engineer                                      |                              |                 |                 |