

REQUEST FOR PROPOSAL

#6847

**LANDSCAPING & MAINTENANCE
SERVICES**

FOR

WASHTENAW COUNTY FACILITIES

Prepared By

Washtenaw County Purchasing
Administration Building
220 N. Main, B-35
Ann Arbor, MI 48107

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WASHTENAW COUNTY
Finance Department

Purchasing Division

220 N. Main, Ann Arbor, MI 48107-8645
Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL # 6847

June 4, 2015

Washtenaw County Purchasing Division on behalf of Support Services – Operations & Maintenance Division is issuing a Sealed Request for Proposal (RFP) #6847 for Landscaping and Maintenance Services for various Washtenaw County Facilities.

Sealed Proposals: Contractor will deliver **one (1) unbound** original and **two (2) bound** copies **each with the pricing page flagged** to the County location specified below. In addition, vendor will also deliver an electronic copy on a USB drive, CD-RW, or DVD in pdf format to the location specified below:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
Ann Arbor, MI. 48107**

by 3:00 p.m. on FRIDAY, JUNE 19, 2015

MANDATORY WALK-THRU

**Thursday, June 11, 2015 at 9:00am, at Washtenaw County Administration Bldg.
Purchasing Division Located at 220 N. Main Street, Rm. B-35, Ann Arbor, MI 48104
(MEET AT THE PURCHASING RECEPTION AREA)**

Attendance at this **WALK THROUGH IS MANDATORY, ATTENDANCE WILL BE TAKEN.** Any vendor not represented and signed in will be excluded from the bidding process.

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- Please clearly mark the envelope with "**SEALED RFP #6847**".
- Please direct purchasing and procedural questions regarding this RFP to Beth Duffy at duffy@ewashtenaw.org.
- Please direct any technical questions to Rick Farrell at farrell@ewashtenaw.org at **734-891-2054**.

Thank you for your interest.

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PROPOSAL INFORMATION

I. PROPOSAL DEFINITIONS

Definitions

“Bidder”	An individual or business submitting a bid to Washtenaw County
“Contractor/Vendor”	One who contracts to perform services in accordance with a contract
“County”	Washtenaw County in Michigan
“Department”	Washtenaw County Office of Infrastructure Management

II. TERMS

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the CONTRACTORS qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded and negotiations would be undertaken with that CONTRACTOR whose proposal is deemed to best meet the County’s specifications and needs.

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the CONTRACTOR to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, **one (1) unbound original and three (3) copies** and an electronic version in pdf format, submitted on CD-RW, DVD or USB drive must be at the County as indicated on or before the date specified.

E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the CONTRACTOR'S ability to meet the requirements of the RFP. Proposals must be typed. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal. *CONTRACTOR shall ensure that proposals are submitted using both sides of recycled paper whenever practicable.*

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F. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County Contractors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County Contractor. For purposes of this section, Washtenaw County Contractor means a company which has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O. Box, is not, in and of itself, sufficient to establish a company as a Washtenaw County Contractor. The County shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County Contractor and if two or more bids are substantially equal.

G. The initial award of this contract shall be for a period of 3 year(s), with an option to renew an additional 2 year(s), pending agreement by both parties.

H. CONFLICT OF INTEREST. Contractor warrants that to the best of contractor's knowledge, there exists no actual or potential conflict between contractor and the County, and its Services under this request, and in the event of change in either contractor's private interests or Services under this request, contractor will inform the County regarding possible conflict of interest which may arise as a result of the change. Contractor also affirms that, to the best of contractor's knowledge, there exists no actual or potential conflict between a County employee and Contractor.

I. The bidder shall be responsible for all costs incurred in the development and submission of this response. Washtenaw County assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of Washtenaw County and will not be returned to the bidder.

J. Any responses, materials, correspondence, or documents provided to Washtenaw County under this solicitation are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act.

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III. VENDOR SPECIFICATIONS

The proposal should include all the following information:

- A. The responding bidder's qualifications, years in business, experience in providing the level and type of service specified in the proposal

Attach as Addendum A

- B. The number of Full-time, Part-time employees and Salaried Supervisory employees available to perform the services specified in the proposal

Attach as Addendum B

- C. The bidder must list at least three (3) current references where they are currently providing services specified in the proposal. Include Company name, contact name and telephone number

Attach as Addendum C

- D. The bidder must concur that Contractor will adhere to all Contract Provisions outlined in Section VI - Standard Contract Provisions

Attach as Addendum D

- E. Acknowledge that the price submitted is based upon a cost per cut per site. Every site should include a method to add or subtract mowing area. It is estimated that there will be approximately 24 cuts per year on a general average of once a week to one every two weeks

Attach as Addendum E

IV. AWARD

Award will be made to the lowest responsive, responsible bidder, with the most relevant experience and best qualifications. However, the award may not be based solely on low bid alone.

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V. SCOPE OF WORK

The failure or omission to receive and examine any documents, forms instruments, addendum or other information, or to visit the site and acquaint oneself with conditions existing there shall in no way relieve any individual or organization from any obligation with respect to the proposal or to the contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

The Contractor must provide SDS sheets for all fertilizers, herbicides and pesticides used on County property. Contractor will be required to indicate for each product whether it is premix or mixed on sight. Specify types of products used to perform the services. Areas are to be soil tested to determine type, amount and frequency for the application of fertilizers.

Pesticide and herbicide applications shall be made by certified pesticide applicators. Fertilizer used shall be of minimal odor. The County reserves the right to request alternative products due to environmental or health related issues.

The scope of work is for general landscape maintenance for all Washtenaw County sites. This includes but is not limited to maintenance of groundcovers, annuals, perennials, shrubs, trees and irrigation systems. This maintenance shall include but not be limited to application of fertilizers, herbicides, and pesticides, watering, pruning, weeding, deadheading, replacement planting (as approved by the County), loose trash removal, leaf removal, irrigation repair and maintenance, tree removal and spring and fall clean up. The County shall determine the schedule for work to be performed by order of preference for each building within the zones. Contractor will recommend design and planting on an as needed basis.

- 1) **Annual/Perennial/Shrub Beds** – All bed areas surrounding trees, shrubs, annuals, perennial, buildings, etc. shall be weeded by hand in a labor intensive manner **as often as necessary or as directed by Washtenaw County to discourage unsightly weed growth.**
- 2) **Paved Surfaces** - Paved surfaces shall be weeded as often as necessary to discourage unsightly weed growth. This control shall be accomplished through the selective use of herbicides and mechanical means. Pavement clean up shall be performed with leaf blowers following each service.
- 3) **Stone/Mulch Areas** – Grass and weeds shall be controlled with suitable herbicides in all gravel, mulch and ornamental stone areas. Should any unsightly weeds remain after being treated with herbicide, the dead weeds shall then be removed by hand.
- 4) **Bioswales/Retention Pond Areas** – Control invasive weeds in vegetative buffers and annual fall weed control burn for retention ponds.

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- 5) **Pruning and Trimming** – All trees shall be pruned to their intended growth form and remove dead, broken, and/or crossing over branches. Oak trees may only be pruned in the dormant season. Shrubs are to be kept pruned to their intended form. Hedges shall be trimmed frequently to keep pace with growth rate of the plantings. All winter damage is to be removed from the trees and shrubs in March of each year. Early to mid-summer flowering plants shall be pruned during their dormant season. Early flowering trees and shrubs shall be pruned immediately after flowering to encourage next year flower bud development. Annuals shall have dead flowers removed whenever necessary to enhance the appearance of the bed. A certified Arborist shall supervise all pruning and trimming.
- 6) **Mulch** – Double shredded hardwood bark shall be used by the contractor when any mulching is specified or required. This mulch shall be of a fibrous nature derived from six (6) month old well-rotted dark brown shredded native hardwood bark mulch. The mulch shall be consistent in nature and have a minimum particle size of one half (1/2) inch and a maximum length of three (3) inches. The product shall be free of sand, dirt, gravel or any other material inconsistent with the purpose of the mulch. Mulch must not be placed directly against the bark of plants in order to avoid decay. Existing mulched beds shall be maintained at a minimum mulch depth of two (2) inches, and a maximum mulch depth of three (3) inches. Areas to be mulched include but are not limited to the marble planters & trees along sidewalks of County owned and/or operated buildings.
- 7) **Replacement Plantings** – Any plant material not exhibiting normal growth and vigor shall be reported to the County. If it has been determined that the material is beyond reviving, a written report recommending replacement shall be given to the County. This report shall include: (a) identify the location, size and type of plant, (b) identify the reason for decline, (c) cost of replacement. No replacement plantings are to be done without consent of the County and all plantings shall be covered by a one (1) year replacement warranty.
- 8) **Planting Stock & Plantings** - All planting stock must meet the guidelines set by the American Standards for Nursery stock at http://americanhort.org/documents/ANSI_Nursery_Stock_Standards_AmericanHort_2014.pdf. Planting practices shall follow the International Society of Arboriculture planting practices that it recommends to urban Foresters. For the specific depth of the plant, removal of burlap and cutting of wires visit www.treesaregood.com/treecare/tree_planting.aspx.
- 9) **Spring/Fall Cleanup**- Spring/Fall clean-up shall consist of one site visit in April and one site visit in November. The site visits shall entail the removal and disposal of all debris that has accumulated in the bed areas. This debris shall include but not be limited to: leaves, paper, trash, dead plant debris, etc. All collected debris is to be removed from the site at no additional charge to the County and disposed of by an environmentally sound practice.

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Weekly Tasks - All Locations:

- 1) Inspect flowers, shrubs and trees for needed water, fertilizer & pest control.
- 2) Inspect planting beds for weeding, trash removal & mulching. Provide weeding, trash removal & adequate mulching.
- 3) Weed control for sidewalks and parking lots.
- 4) Inspect trees for damage and needed pruning.

Potential Tasks - All Locations:

- 1) Replace any flowers or plants.
- 2) Sample Soil testing to determine type, amount and frequency of any needed fertilization. Provide documentation indicating where and when the above services have been completed within five (5) days of completing the services. Report to be submitted to the Facilities Management Director and/or his designee.

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LOCATIONS BY ZONE

The County shall determine the order preference for the work schedule to be performed for each building within the zones. See attached views of locations Attachment A.

Zone 1

- County Courthouse, 101 E. Huron Street, Ann Arbor
- County Administration Building, 220 N. Main Street, Ann Arbor
- County Building, 200 N. Main, Ann Arbor
- Western County Services Center, 705 N. Zeeb Road*
- Robert J. Delonis Center, 312 Huron Street, Ann Arbor
- Saline 14th District Court, 1000 N. Maple Road, Saline*

Zone 2

- Learning Resource Center, 4135 Washtenaw, Ann Arbor
- Washtenaw County Law Enforcement Center, 2201 Hogback, Ann Arbor*
- O & M Service Center, 2155 Hogback, Ann Arbor*
- Washtenaw County Service Center, 4101 Washtenaw Avenue, 4125 Washtenaw Avenue, 4009 Washtenaw Avenue, Ann Arbor
- Head Start, 1661 LeForge Road, Ypsilanti*

Zone 3

- Ann Arbor Human Service Center, 2140 Ellsworth, Ann Arbor*
- Eastern County Government Center, 415 W. Michigan, Ypsilanti
- Overflow Parking Lot, West of 5525 W. Michigan, Ypsilanti
- Ypsilanti Human Service Center, 555 Towner, Ypsilanti
- Family Independence Agency, 22 Center Street, Ypsilanti
- Towner Public Parking Lot, East Side of Center Street, Ypsilanti
- 750 Towner, Ypsilanti

*Denotes sites with bioswales or retention ponds

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VI. **SAMPLE STANDARD PROVISIONS FOR CONTRACTS**

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

SERVICE CONTRACT
(NAME OF CONTRACTOR)

CR_____

AGREEMENT is made this _____ day of _____, 2015, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("County") and (NAME OF CONTRACTOR) located at (CONTRACTOR'S ADDRESS) ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Contractor will (SPELL OUT SCOPE OF SERVICE)

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an annual amount not to exceed (SPELL OUT DOLLAR AMOUNT).

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to (DEPARTMENT HEAD TITLE) and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract is for a three (3) year term (*change as necessary*) which begins on (MONTH, DAY, YEAR) and ends on (MONTH, DAY, YEAR) with an option to extend for two (2) additional one (1) year periods.

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ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI-INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

ARTICLE VII - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VIII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.

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2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: INSERT DEPARTMENT & CR# _____, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE X - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XI - CONTINGENT FEES

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The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XII - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XIII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$12.00 per hour with benefits or \$ 14.07 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2016 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIV - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the

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Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XVI - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVII - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

Section 2 - In the event of any breach or default by the County or the Contractor of the terms and conditions of this Agreement, the party not in default will give written notice to the party in default specifying the acts and/or omissions constituting the alleged default or breach; if within fifteen (15) working days after issuance of such notice, the party in default has failed to cure such default, then in that event, the party not in default may terminate this Agreement and exercise such other rights as are provided herein and by law for breach of contract; provided, however, that if the alleged default can be cured by the performance of work or repairs or by some act, the performance of which requires a period of time, such default will be determined to have been cured if, within the above-referenced fifteen (15) working days, the party allegedly in default has begun to cure the default and continues until such default is cured within a reasonable time.

ARTICLE XVIII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XIX - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XXI - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXII-FEDERALLY REQUIRED PROVISIONS

When applicable, the following provisions shall apply to contracts funded in whole, or in part, by federal award monies:

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For “federally assisted construction contracts” as defined by 41 CFR Part 60-1.3, Contractor must comply with the equal opportunity clause provided under 41 CFR 60—1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR Part, 1964—1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

For all prime construction contracts exceeding \$2,000.00 awarded by non-Federal entities, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141—3144, and 3146—3148), as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be paid wages not less than once a week. The parties agree that the County will report all suspected or reported violations of this provision to the Federal awarding agency.

In addition, Contractor must also comply with the Copeland “Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Bidding or Public Work Financed in Whole or in Part by Loans or Grants from the United States”) which prohibits Contractor or Subrecipient from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. County shall report all suspected or reported violations to the Federal awarding agency.

If this contract exceeds \$100,000.00 and involves the employment of mechanics or laborers, Contractor shall comply with U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). To that extent, Contractor must compute the wages of each mechanic and laborer on the basis of a standard forty (40) hour work week with hours exceeding this standard to be paid at one and one half the standard hourly rate. In addition, Contractor agrees that no mechanic or laborer shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

If the Federal award funding this Agreement meets the definition of “funding agreement” under 37 CFR, Sec. 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work under that funding agreement, the recipient or subrecipient must comply with 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

If this Agreement and/or subgrant exceeds \$150,000.00, Contractor shall comply with all applicable standards, orders and/or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The parties agree that the County shall report all violations of these Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (“EPA”).

Contractor agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Michigan’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201).

Contractor agrees to comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), which prohibits the use of federal funds by the Contractor or subcontractor of a Federal contract, grant, loan or cooperative agreement to pay any person to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the federal funds awarded under this Agreement.

The parties agree that County and Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include, for those items where the purchase price exceeds \$10,000.00 or the value of the

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quantity acquired by the preceding fiscal year exceeded \$10,000.00, procuring only items designated in guidelines of the EPA at 40 CFR, Part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program to procuring recovered materials identified in the EPA guidelines.

ARTICLE XXIII - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXIV – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

WASHTENAW COUNTY

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Verna J. McDaniel (DATE)
County Administrator

APPROVED AS TO CONTENT:

CONTRACTOR

By: _____
(DEPARTMENT HEAD) (DATE)

By: _____
(CONTRACTOR'S NAME) (DATE)

APPROVED AS TO FORM:

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

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BID SHEET

The County is requesting pricing for each of the areas listed below by facility. In addition, the county is requesting pricing for the tasks if done on an as needed basis.

LOCATION	Spring/Fall Clean Up	Mulch (marble planters & trees along sidewalks)	*Bioswale/Retention Pond	Weekly Tasks
101 E. Huron – County Courthouse	\$	\$	N/A	\$
220 N. Main - County Administration Building	\$	\$	N/A	\$
200 N. Main Street – Prosecutor & Public Defender	\$	\$	N/A	\$
1000 N. Maple – Saline District Court*	\$	\$	\$	\$
705 N. Zeeb –Western County Service Center*	\$	\$	\$	\$
312 W. Huron – Robert J. Delonis Center	\$	\$	N/A	\$
4135 Washtenaw - Learning Resource Center	\$	\$	N/A	\$
2201 Hogback - County Law Enforcement Center*	\$	\$	\$	\$
2155 Hogback – O & M Service Center*	\$	\$	\$	\$
4101, 4125 & 4009 Washtenaw – County Service Center*	\$	\$	\$	\$
1661 LeForge - Head Start*	\$	\$	\$	\$
2140 E. Ellsworth – Ann Arbor Human Service Center*	\$	\$	\$	\$
415 W. Michigan Ave - Eastern County Government Center	\$	\$	N/A	\$
535 W. Michigan Ave. - Overflow Parking Lot	\$	\$	N/A	\$
555 Towner Ypsilanti - Human Service Center Employee Parking	\$	\$	N/A	\$

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22 Center St Ypsilanti - Family Independence Agency	\$	\$	N/A	\$
555 Towner - Public Parking Lot	\$	\$	N/A	\$
750 Towner Street, Ypsilanti	\$	\$	N/A	\$

<u>WEEKLY TASKS</u>	
Inspect flowers, shrubs and trees for needed water, fertilizer & pest control control.	
Inspect planting beds for weeding, trash removal & mulching. Provide weeding, trash removal & adequate mulching.	
Weed control for sidewalks and parking lots	
Inspect trees for damage and needed pruning.	
<u>POTENTIAL TASKS</u>	Price
Replace any flowers or plants, as needed.	\$
	\$
Sample Soil testing to determine type, amount and frequency of any needed fertilization.	\$

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BID SHEET

Describe any other services provided and all relative pricing: _____

ADDENDA

Attach requested ADDENDA A through E to the balance of this RFP.

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SIGNATURE PAGE

Signature

Company Name

Print Name

Company Address

Title

City St. Zip

Telephone #

Fax #

Federal Tax ID #

Email Address

Email Address for Purchase Orders

URL/Website Address

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Signature page must be signed, boxes checked below, and returned as part of vendor proposal.

By checking this box we hereby certify that we are a Washtenaw County company. If proven otherwise, company may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.

By signing this bid submission, I certify that I and/or my corporation, company, limited liability company, business association, partnership, society, trust or any other non-governmental entity, organization or group is not an "Iran linked business" as defined by P.A. 517 of 2012 (MCLA 129.311 et seq)("Act").

I understand that under the Act, an "Iran linked business means an individual or one of the above-listed groups who engages in investment activities in the energy sector of Iran, including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied gas for Iran's energy sector or a financial institution extending credit to another person to engage in investment activities in Iran's energy sector.

I further understand that "investment activity" is defined by the Act as an individual or one of the above listed groups that invests \$20,000,000.00 or more in Iran's energy sector or a financial institution that extends credit to another person, if that person uses the credit to engage in "investment activity" in Iran's energy sector.