

**REQUEST FOR PROPOSAL**  
**BID NUMBER**  
**001038**

Bids are being solicited by Wayne County Community College District for Lawn Services District-wide

**A Mandatory Pre-Bid Conference** will be held at **2:00 p.m., Wednesday, April 22, 2009** at the following location:

**Wayne County Community College District**  
**Central Administration Building**  
**801 W. Fort Street**  
**Detroit, MI 48226**

**IMPORTANT:** Your company is responsible for knowing any changes or modifications discussed at the Pre-Bid Conference. Those bids which do not meet specifications will be rejected. (**FAXED BIDS WILL NOT BE ACCEPTED**)

Following the Pre-Bid Conference, bids will be received by:

**Wayne County Community College District**  
**ATTN: Mr. Jacob Keli – Associate Vice Chancellor for Financial Operations and Special Initiatives**  
**Purchasing Department – 4<sup>th</sup> Floor**  
**801 W. Fort Street**  
**Detroit, MI 48226**  
**Voice: (313) 496-2781 / fax: (313) 961-7693**

**The deadline for questions will be Friday, April 24, 2009 at 12:00 p.m.**

The deadline for receipt of proposals will be **2:00 p.m. Wednesday, April 29, 2009**. At that time, the bids will be opened publicly. Indicate on the outside of your (SEALED) envelope **your company name, the Bid Number, project name and the deadline**.

**Information required from Bidders:** (*NOTE: Items 1 through 6 are required for all bids.*)

Please return the following with your submission:

1. Proposal page(s), complete with authorized signature (if provided)
2. Proof of three (3) years in business
3. Proof of business insurance
4. References (a minimum of three)
5. Certificate of Awardability (available from the State of Michigan Civil Rights Office. Ph: 313-456-3822; (a copy of a letter stating you have applied is sufficient)
6. Addendum to Independent Contractor Agreement (supplied by the College)
7. Financial Statement (required only if your bid is \$50,000.00 or more.)
8. Bid Guarantee (required only if your bid is \$50,000.00 or more.)
9. Outline of any suggested modifications or an explanation of any proposal suggestion submitted by you, which may not be clear.

## REQUIREMENTS IN DETAIL

### **1) PROPOSAL PAGE**

Your bid proposal **must** be submitted on 8.5" x 11" paper; you may submit supporting documentation, etc. but the College reserves the right to dispose of said support (covers, oversize envelopes, etc.) at the completion of the bid.

### **2) PROOF OF THREE YEARS IN BUSINESS**

Any company submitting a bid must show proof of being in business for at least three (3) years. The proof of three years in business must be supplied by the company submitting the bid and cannot be submitted by an umbrella company or a company previously operated by the principle agents. Proof of 3 years in business can be a copy of a three year old document bearing the company" name. These documents may include; Articles of Incorporation, bank statement, licenses, telephone bill, etc.

### **3) PROOF OF BUSINESS INSURANCE**

Your company must be insured and possess the proper amounts of liability, workman's compensation, auto, etc., required by law. Please include a copy of your certificate with your bid. The contractor must be licensed to do business in the State of Michigan. The contractor's insurer must be one which is acceptable to the College. Insurance must be kept in force for the term of the contract; the retro-date must stay the same.

### **4) REFERENCES**

References shall consist of a minimum list of clients (three) presently serviced by your company, for whom you perform the same or similar service(s), and a contact person with current phone number at each establishment.

### **5) CERTIFICATE OF AWARDBLITY**

Each contractor submitting a proposal must establish if he or she is awardable under criteria established by the Michigan Civil Rights Commission. **A Certificate of Awardability** must accompany your bid. Certificates may be obtained through the Michigan Civil Rights Commission Office located at 3054 W. Grand Blvd., Suite 3-600. Detroit, MI ; (phone: 313-456-3823). A letter stating that you have applied for the certificate is acceptable until receipt of the certificate.

### **6) ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT**

This document, supplied by the College, is required with most bids. This states that the contractor and employees including subcontractors **are not** employees of the College

### **7) FINANCIAL STATEMENT – *Must be submitted with BIDS OF \$50,000.00 OR MORE.*** A financial statement covering the latest complete business cycle is required.

### **8) *BID GUARANTEE***

A certified check, bank cashier's check or bid bond equal to **five percent (5%)** of your total base bid is required for each bid; the items should be made payable to **Wayne County Community College District**. A bid bond shall be issued by a bonding company licensed to transact business in the locality.

The successful bidder's bid guarantee will be retained until he has entered into a contract with the College. The College reserves the right to hold the bid guarantee of the next two bidders until the successful bidder has entered into a contract with the College, or for a period of sixty (60) days, whichever time elapses first. Bid guarantees of all other bidders will be returned to them as soon as possible after the bid opening.

Should a bidder fail to enter into a contract with the College within ten (10) days, after his bid is accepted, his bid guarantee will be **forfeited** to the College as liquidated damages but not as a penalty.

A performance Bond and Labor and Material Bond for (100%) of the contract may be required for construction projects.

### **OTHER INFORMATION**

#### ***ADDENDA***

Addenda will be mailed, faxed or delivered to all who are known by WCCCD to have a complete set of bid documents. No addenda will be issued later than (24) hours prior to the bid opening date except for addenda withdrawing the bid or postponing the bid opening date.

#### ***EXPLANATION OF BID DOCUMENTS***

Any bidders requesting clarifications or corrections to bid documents must put +their requests in writing and fax them to WCCCD Purchasing Department at 313-961-7693. Clarification requests must be received no later than 3 days prior to the bid opening date.

#### ***BIDS EXCEEDING \$50,000.00***

If the combined total of your bid on this package is \$50,000.00 or above, it is **MANDATORY** that all information requested in the previous section titled "Information Required from Bidders" be included in your bid package at the time of the bid opening to insure that your bid be considered.

#### ***WITHDRAWAL OF BIDS***

Any bidder may withdraw his bid, either personally or by written request, at any time prior to the hour set for the bid opening. No bid may be withdrawn or modified later than the time set for opening unless and until the award of contract is delayed for a period exceeding sixty (60) days.

## ***SUBMISSION OF FORMS***

Proposals must be submitted on forms furnished by the College (if provided); forms may be requested in duplicate. Attachment(s) may be made to clarify or supplement the College form(s). Please note that outsized attachments and other supplemental submissions may be disposed of at the completion of the bid process.

## **TERMS**

The College's terms are net 30, unless otherwise negotiated.

### ***ACCEPTANCE OF BID PROPOSAL(S)***

The College reserves the right to reject any or all bids; the College may waive any informalities or irregularities in bid proposals submitted during the bidding process. **The College also reserves the right to award the contract to other than the low bidder.**

Sealed bids may be submitted prior to the closing date in an envelope clearly marked with the **company name, bid number, title of the project and the date and time it is due**. The College accepts no responsibility for bids, which do not meet the deadline because they were improperly labeled.

### ***“LOWEST RESPONSIBLE BIDDER”***

The lowest responsible bidder shall be based upon the following criteria: (1) purchase price; (2) the reputation of the vendor and of the vendor's goods or services; (3) the quality of the vendor's goods or services; (4) adequate financial resources for performance; (5) the extent to which the goods or services meet the College's needs; (6) the vendor's past relationship with the College; (7) adequate experience, organization and technical qualifications, skills and facilities; (8) ability to comply with the required timeline for delivery of services or goods; (9) a satisfactory record of integrity, judgment and performance; (10) in form and substance, a commitment to MBE, WBE, and WCBE goals.

## **ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT**

**This will confirm that I have informed Wayne County Community College District that I meet the four basic tests used by the General Accounting Office to determine whether a true separate business entity exists which permits the College to engage me as an independent contractor.**

**Those four basic tests are:**

- 1. I have a principal place of business other than furnished by the College. I understand that a home does not qualify as a separate place of business unless it qualifies as a deduction of certain expenses in connection with business use of the home.**
- 2. I maintain a separate set of books and records that reflect all items of income and expenses at my business.**
- 3. I have the risk of suffering a loss as well as the opportunity of making a profit, and**
- 4. I hold myself out in my own name / Company name as self-employed and make my services generally available to the public.**

**In addition to meeting the above basic tests, I have read and understand the twenty-factor test set forth by the Internal Revenue Service at Rev Rul 87-41, 1987 which is used to determine whether an individual is an independent contractor, I generally meet the requirements, and hereby certify to Wayne County Community College District (WCCCD) that I am an independent contractor in accordance with the Internal Revenue Service twenty-factor test included therein.**

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**Name of Independent Contractor**

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**Name of Firm (if applicable)**

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**Employer Identification Number**

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**Date**

# CAMPUS LOCATIONS

CENTRAL ADMINISTRATION BUILDING  
801 WEST FORT STREET  
DETROIT, MI 48226

DOWNTOWN CAMPUS  
1001 WEST FORT STREET  
DETROIT, MI 48226

**NOTE: THE CENTRAL ADMINISTRATION BUILDING AND THE DOWNTOWN CAMPUS WILL BE AWARDED ON ONE CONTRACT**

DOWNRIVER CAMPUS  
21000 NORTHLINE RD.  
TAYLOR, MI 48180

MIPSE TRAINING CENTER

**NOTE: THE DOWNRIVER CAMPUS AND THE MIPSE TRAINING CENTER WILL BE AWARDED ON ONE CONTRACT.**

EASTERN CAMPUS  
5901 CONNER AVE,  
DETROIT, MI 48213

UNIVERSITY SQUARE  
19305 VERNIER AVE.  
HARPER WOODS, MI 48225

**NOTE: THE EASTERN CAMPUS AND THE UNIVERSITY SQUARE CAMPUS WILL BE AWARDED ON ONE CONTRACT.**

NORTHWEST CAMPUS  
8200 W. OUTER DRIVE AVE.  
DETROIT, MI 48219

OLD NORTHWEST CAMPUS  
8551 GREENFIELD RD.  
DETROIT, MI 48228

**NOTE: THE NEW NORTHWEST CAMPUS AND THE OLD NORTHWEST CAMPUS WILL BE AWARDED ON ONE CONTRACT.**

WESTERN CAMPUS  
9555 HAGGERTY RD.  
BELLEVILLE, MI 48111

# **LANDSCAPE SPECIFICATIONS**

## **SCOPE OF WORK:**

The CONTRACTOR shall provide all labor, supervision, equipment, materials, and supplies required to perform the lawn maintenance care for:

### **Wayne County Community College District ALL DISTRICT LOCATIONS**

The CONTRACTOR shall maintain all areas as follows:

- a) **Cut and maintain all lawn and shrubbery beds on all College property**
- b) Maintain all shrubbery beds on campus weekly
- c) Cut lawn on outside perimeter of campus

## **DESCRIPTION OF SERVICES REQUIRED**

- 1) The CONTRACTOR is to remove from the site any and all rubbish and/or trash associated with or by this work.
- 2) The CONTRACTOR is to restore, at no charge to the DISTRICT any and all areas damaged by or during the performance of this contract.
- 3) The CONTRACTOR is to include a general spring cleanup of all areas.
- 4) The CONTRACTOR shall submit as part of his proposal a unit price for power sweeping of all parking lots and driveways at the Campus.
- 5) The CONTRACTOR shall perform lawn cutting between the second week of April through the end of October.

## **LAWN CARE**

- 1) Cut grass every week.
- 2) Sweep and clear grass from sidewalks, doorways, driveways and maintain a clearance of all sewer drains on Campus.
- 3) Edge lawn at each grass cutting – Use a three-wheel gas edger only.
- 4) Pick-up trash and debris from lawn areas every week (this includes leaf removal).
- 5) Treat and reseed any damaged areas (including top soil).
- 6) Thatching is not required.
- 7) Aerating is not required.

## **FERTILIZATION AND WEED CONTROL**

- 1) Fertilize lawn, planters, shrubs, trees, etc., two (2) times a year (beginning by the second week of April.)
- 2) Spray twice a year minimum for weed control; more often if necessary (this includes spraying cracks in sidewalks, driveways, and parking lots).
- 3) Spray all shrubs, trees at least once a year for insect and disease control; more often if necessary.
- 4) Remove weeds as required from all areas on Campus (remove by hand if necessary).

## **TREES**

- 1) Trim, shape and prune a minimum of twice a year; more often if necessary.

## **SHRUBS AND HEDGES**

- 1) Trim, shape and prune a minimum of twice a year; more if necessary.
- 2) Rework shrub and tree beds monthly (include any required tilling, weeding and complete dressing of all beds).
- 3) Remove dead shrubs.

## **PARKING LOTS, SIDEWALKS, AND BRICK PAVERS**

- 1) Power sweep all areas at least two (2) times per year. Also, when as directed by District personnel (i.e. CAMPUS PRESIDENT, FACILITIES DEPARTMENT SUPERVISOR). This work is to be included in your base bid. NOTE: Perform power sweeping operation when the parking lots are empty; NO vehicles. Coordinate times with Campus Administration.
- 2) Pick-up miscellaneous debris throughout all exterior areas weekly.

## ARTICLE II INSURANCE

- 1) **Workmen's Compensation Insurance** – The CONTRACTOR must maintain, during the life of the contract, workman's compensation insurance, as required by the State of Michigan for all of its employees. The CONTRACTOR shall also take out and maintain during the life of the contract insurance in amounts to adequately protect itself from damage claims (over and above those covered by its regular compensation insurance) resulting from injuries to any of its employees.
  
- 2) **Public Liability and Property Damage Insurance** – The CONTRACTOR shall maintain, during the life of the contract, public liability and property damage insurance (including CONTRACTOR'S contingent or protective insurance to protect the CONTRACTOR from himself or by any subcontractor or by anyone directly or indirectly employed by either or them. All liability insurance required herein shall be under comprehensive general and automobile bodily injury and property damage from policy.

### **CONTRACTOR'S LIABILITY INSURANCE**

Bodily Injury	Each Person	\$1,000,000.00
Personal Injury	Each Person	\$1,000,000.00
Property Damage	Each Occurrence Aggregate	\$1,000,000.00 \$ 500,000.00

### **WORKER'S COMPENSATION**

	Each Person	\$1,000,000.00
	Employer each Occurrence	\$1,000,000.00

### **AUTOMOBILE INSURANCE**

	Each Person	\$1,000,000.00
	Each Occurrence	\$1,000,000.00

### **PROPERTY DAMAGE**

	Each Occurrence	\$1,000,000.00
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**WAYNE COUNTY COMMUNITY COLLEGE DISTRICT  
LANDSCAPING PROPOSAL PAGE FOR THE NEW  
NORTHWEST CAMPUS  
RFP 001038**

**PROPOSAL PAGE**

1. Company Name \_\_\_\_\_

2. Company Address \_\_\_\_\_

3. City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

4. Authorized Company Signature \_\_\_\_\_

Printed name \_\_\_\_\_

Title \_\_\_\_\_

5. Phone number \_\_\_\_\_ Fax No. \_\_\_\_\_

**WAYNE COUNTY COMMUNITY COLLEGE DISTRICT  
LANDSCAPING PROPOSAL PAGE FOR THE NEW  
NORTHWEST CAMPUS  
RFP 001038**

**PROPOSAL PAGE (Cont'd)**

Submit on company stationary a list of all machinery that will be used to perform these services by commercial standards.

Each vendor will present their bid for three (3) years.

The awarded vendor (s) will be notified by mail.

<u>Cost Location</u>	<u>First Year</u>	<u>Second Year</u>	<u>Third Year</u>
CENTRAL ADMINISTRATION BUILDING & DOWNTOWN CAMPUS WINDER ST. PROPERTY	\$ _____	\$ _____	\$ _____

<u>Cost Location</u>	<u>First Year</u>	<u>Second Year</u>	<u>Third Year</u>
DOWNRIVER CAMPUS MIPSE TRAINING CENTER	\$ _____	\$ _____	\$ _____

<u>Cost Location</u>	<u>First Year</u>	<u>Second Year</u>	<u>Third Year</u>
EASTERN CAMPUS & UNIVERSITY SQUARE	\$ _____	\$ _____	\$ _____

<u>Cost Location</u>	<u>First Year</u>	<u>Second Year</u>	<u>Third Year</u>
NORTHWEST CAMPUS OLD NORTHWEST CAMPUS - (two cuts per month only)	\$ _____	\$ _____	\$ _____

<u>Cost Location</u>	<u>First Year</u>	<u>Second Year</u>	<u>Third Year</u>
WESTERN CAMPUS	\$ _____	\$ _____	\$ _____