

Parks, Recreation & Forestry Dept.

1900 Aviation Drive
Waukesha, Wisconsin 53188

Ron Grall, Director

rgrall@waukesha-wi.gov

1-262-524-3737

IMPORTANT NOTICE TO PROSPECTIVE CONTRACTORS

Enclosed for your consideration, please find a Request for Quotations (RFQ) for the provision of contracting landscape maintenance at the City of Waukesha's City Hall and Annex Building, 201 Delafield St Waukesha and 130 Delafield Street respectively, WI 53188.

Carefully read and review all information provided. Enclosed you will find pertinent maintenance specifications. It is strongly recommended that you measure and review the indicated areas before submission. This is a **2-year contract**.

Submittals may be mailed, emailed, or delivered in person in a sealed envelope marked **City Hall and Annex Properties Lawn Mowing and Shrub Bed Maintenance**.

City of Waukesha

Parks Recreation & Forestry Department

1900 Aviation Drive, Waukesha, WI 53188

Deadline for submittal: February 14th, 2024, 12:00 pm

The City of Waukesha reserves the right to accept or reject all or part of any submitted quote and select the contracted service deemed most advantageous to the City of Waukesha.

If you have any questions regarding the completion/submittal of the RFQ, please contact:

Keith Johnson, Supervisor
Grounds Maintenance Division
City of Waukesha
Parks, Recreation & Forestry
Department

kjohnson@waukesha-wi.gov

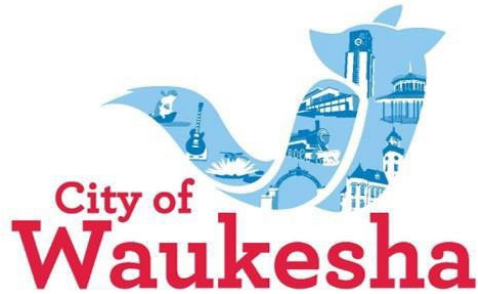
Phone: (262) 524-3722

Fax: (262) 524-3713

Phone: 262-524-3737

Email: prf@waukesha-wi.gov

Website: WAUKESHA-WI.GOV



Request for Proposals
for
City Hall and Annex Properties Landscaping
Maintenance

Submission Deadline: 12:00 p.m., February 14th, 2024

Submit to kjohnson@waukesha-wi.gov

City of Waukesha
Parks, Recreation and Forestry Department
1900 Aviation Drive
Waukesha, Wisconsin 53188
Phone 262-524-3737
Equal Opportunity/Affirmative Action Employer

General Overview

Waukesha City Hall has lawn areas, several planting beds, and other landscaping features on the property, and by this Request for Proposals (RFP) is seeking an independent contractor to maintain them during the growing season. This is a **2-year contract beginning year 1 in April of 2024 and ending in November of 2024, year 2 beginning in April of 2025 and ending in November of 2025** All qualified contractors are invited to offer proposals for the work.

Description of the Work

The contract that the winning bidder will execute is attached to this RFP as Exhibit 1. It describes the work for which the City is seeking proposals. Please review it carefully before preparing a bid, and if you need any explanations or further information, contact Keith Johnson at (262) 524-3722 or kjohnson@waukesha-wi.gov.

Qualifications

The winning bidder must have sufficient employees, physically capable and trained in the required work, and equipment, to enable the bidder to perform the contract fully. The City may require proof of any bidders' qualifications to perform the work in compliance with the contract.

Deadline and Format for Submission

Proposals may be submitted until 12:00 p.m. on February 14th, 2024. The attached Cover Sheet must be filled out and stapled to the front of your proposal, other than that, bidders may use their forms. Please include up to five references, who should be past customers. Proposals must be submitted as attachments to emails, in PDF format, to kjohnson@waukesha-wi.gov. The subject line must read, "Proposal – City Hall Landscape Maintenance."

Proposals must account for all work described in the contract, any proposals for only a portion of the work will be rejected. Proposals must include the prices of all labor and materials necessary for the performance of the work, the proposed contract price must be all-inclusive. Bidders may also propose additional work. Any additional labor or materials not provided for in the proposals will be provided at the winning bidder's sole expense. **Please make sure your proposal addresses all required work and all required labor and materials, and that the price is all-inclusive.**

Selection Process

Proposals will first be reviewed after the submission deadline, and the selection of the winning bidder by City staff will take place no later than February 14th, 2024. It's anticipated that the winning bidder will be recommended for approval by the Common Council at its March 2024, meeting, and a contract will be executed promptly after Council approval. The winning bidder will be expected to commence services beginning in month April of 2024.

Selection of a winning bidder will be based on the proposal submitted and City staff may also inquire into bidders' reputations, standing as businesses, customer referrals, and other relevant factors. The Common Council is not bound by the staff's selection of a winning bidder and may not approve the staff's selection or the terms of a proposed final contract. There is no contract until the Common Council authorizes it and it is executed by the winning Bidder and the City.

General Rules – Please Read Carefully

1. This RFP is only a solicitation for proposals. No contract will result from the submission of proposals until the City selects a winner, the Common Council approves, and a formal contract is executed.

2. Bidders must follow the procedures and rules stated in this RFP. Proposals must meet every requirement stated in this RFP, at a minimum. Proposals will be amended to conform with this RFP when necessary. The City may waive insubstantial errors or omissions in proposals, in its sole discretion.
3. Proposals may be withdrawn by bidders at any time by written request.
4. Neither the publishing of this RFP nor the selection of a winning bidder commits the City to execute a contract, and the City may reject any proposal at any time before a formal contract is executed when it is in the City's best interest to do so. The City may reject any or all bids submitted, there is no guarantee that a winner will be chosen.
5. Bidders will not be reimbursed for expenses incurred in preparing or submitting a proposal.
6. The City is exempt from payment of federal and state excise and sales taxes, and those taxes should not be included in price proposals.
7. All materials submitted to the City in response to this RFP will become the property of the City, will not be returned to bidders, and will be subject to public disclosure under Wisconsin's Open Records Law.
8. The formal contract with the winning bidder will be substantially in the form of Exhibit 1, subject to final negotiation, and with the scope of work and price from the winning bidder's proposal incorporated.
9. Bidders are solely responsible for reading this RFP carefully, investigating the requirements of complying with the RFP's terms, and determining whether they have the capability of performing the requirements.
10. By submitting a bid to the City, Bidders represent to the City that they are presently engaged in the business of regularly providing the services required by this RFP, and have the capability of performing the services required by this RFP.
11. Bidders that contact any City official or employee in an attempt to influence the selection of proposals will be disqualified from consideration.
12. City officials and employees, and members of their immediate families, are prohibited from directly or indirectly responding to this RFP with a proposal.
13. By submitting a proposal in response to this RFP, a bidder certifies that no City officials or employees, and no persons acting on behalf of any City officials or employees, have any direct or indirect interest in the Bidder, the bidder's proposal, or any contract that may be awarded in connection with this RFP.
14. Bidders are limited to one proposal, and bidders that are related to one another by any degree of common ownership may not submit separate proposals.
15. The City will post this RFP in its usual manner. The City may send this RFP directly to potential bidders that it is aware of, but is not required to notify directly any potential bidders.
16. This RFP may be amended or withdrawn after it is first published. Bidders are required to comply with the requirements of an amended RFP. Bidders should check regularly at:

<https://waukesha-wi.gov/Bids.aspx>

for amendments and other information and announcements regarding this RFP.

Cover Sheet

Complete and attach to the front of your Proposal.

City of Waukesha RFP for City Hall Landscape Maintenance

Bidder Identification

Bidder name: _____

Bidder address: _____

Bidder telephone: _____

Bidder email: _____

Authorized representative: _____

Representative title: _____

Representative telephone: _____

Representative email: _____

Bidder Certification

I, the undersigned, certify to the City of Waukesha that:

I am an authorized agent and representative of the above-described Bidder, and have authority to submit this Proposal on behalf of the Bidder and to bind the Bidder to contracts. This Proposal is submitted with the good-faith intent that it will result in a binding contract between the Bidder and the City of Waukesha for the services and goods described in the Proposal.

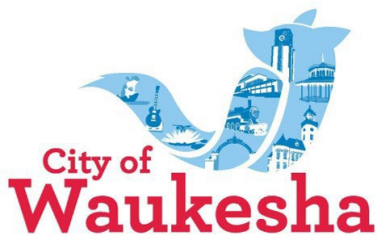
I have read the City of Waukesha's RFP, understand its content, and understand that I have had the opportunity to request explanation and further information from the City of Waukesha, if necessary.

The Bidder has the ability to perform the services and provide the materials described in the Bidder's proposal, and as of the date of this Proposal has the necessary qualifications, training, experience, and personnel to do so.

The Proposal is valid for 45 days after the City's due date for proposals, and any contract that the Bidder and the City enter into as a result of Bidder being selected by the City will contain prices no higher than those quoted in the Bidder's Proposal, and services and materials at least equal to those quoted in the Bidder's proposal.

Bidder representative signature

Date: _____



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Exhibit 1

City Hall Landscape Maintenance Contract
City of Waukesha

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to as the City; and XXXXXX referred to as Contractor. Together the City and Contractor are referred to as the Parties.

Recitals

The City has opted to contract out City Hall planting bed maintenance and has determined that the Contractor is qualified to perform and is willing to perform the maintenance of the planting beds. Now, therefore, the City and the contractor agree, and the contract as follows:

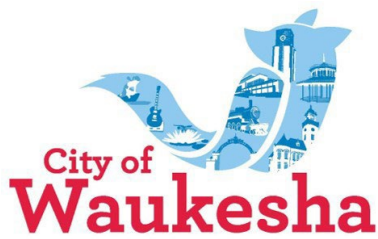
1) Contractor Obligations.

- a) **Maintenance Dates.** Upon contract approval through November 30, 2024. The Contractor will provide to City a yearly maintenance schedule that allocates adequate personnel and equipment to complete the contract. The Contractor must maintain this schedule with the ability to use Saturdays to catch up on time lost due to unsuitable weather and/or turf conditions. The Contractor will notify the City of any changes to the schedule. The City agrees to provide notice of cancelation by noon of the day proceeding scheduled work to be canceled.
- b) **Litter, Debris and Cleanup.** The Contractor will be responsible for the proper removal of trash and debris from the entire property.
- c) **Mowing Trash and Debris.** The entire site will be picked up of trash and debris including in landscape shrub beds, and disposed of before mowing begins, this includes cigarette butts. Mowing over or placing litter or debris in the trees, landscape beds or street curb area is not acceptable. Grass will be blown off all walkways, and parking areas and will not be blown into the streets or curb lines or allowed to accumulate in the curb line or sewers.
- d) **Frequency of Mowing.** Mowing will be completed once (1) every week starting. From approximately April 10th through November 14th, Cuttings may be reduced or adjusted based on weather conditions and/or growth rate must be coordinated with the City's Grounds Maintenance Supervisor.
- e) **Trimming and Edging.** The contractor shall be responsible at **EVERY** lawn mowing for trimming around permanent objects such as trees, shrubs, mulch, plant beds, signposts, fencing, retaining walls, near buildings, in curbs and gutters, and any other part of the lawn area where the lawn mowers cannot reach during routine mowing. Areas to be trimmed shall be brought to the same level as the mowing level of the lawn. The contractor must take care not to damage objects during mowing and trimming operation. See number 15 for reporting property damage.

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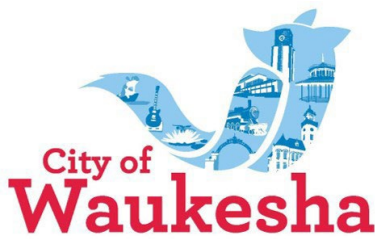
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- f) **Planter Area and Mulch Bed Weed Control:** A pre-emergent herbicide shall be applied to all planter areas to prevent weed growth. Any weeds that occur thereafter shall be pulled by hand or sprayed with a post-emergent herbicide with each visit. A Minimum of 14 weedings throughout the season. Including the hillside on the East side of the e property. The expectation for weeding is twice (2 times) a month for the length of the contract.
 - g) **Pruning:** Pruning of shrubs shall be done 4 times throughout the growing season to insure good health and appearance. Including the hillside on the East side of the property. This is not a formal garden; everything does not need to be sheared into a formal hedge row or round balls. The landscape is designed to grow together for uniformity and appearance.
 - h) **Spring/Fall Cleanup:** In the spring, removal of the accumulation of trash leaves, etc. from the landscape. Remove leaves, twigs, and dieback in the fall. If rejuvenation pruning is necessary, it should be completed in the fall with the cleanup
 - i) **Insect and Disease:** Monitor damaging insects and diseases. Notify Parks and Recreation Department staff of any problems and submit proposals for treatments.
 - j) **Landscape Bed Mulching:** A top dress or touch-up mulching shall be completed in spring, no later than June 1st on all shrub beds and trees at the City Hall and Annex properties. This includes the large hill bed on the East side of City Hall.
 - k) **Shrub Maintenance.** Shrubs shall be visited and maintained 4 times during the year for the removal of excess growth. Including the hillside on the East side of the property. This is not a formal garden; everything does not need to be sheared into a formal hedge row or round balls. The landscape is designed to grow together.
 - l) **Final Appearance.** A clean and neat appearance is expected. The cleanup of all leaves and pulled weeds shall be completed and removed off-site.
 - m) **Personnel.** The Contractor's Contract Administrator must be available by phone and email. The contractor shall have in its employ, or under its control, sufficient qualified and competent personnel to perform work promptly and in accordance with a schedule or work program. The crew foreman must be able to converse in The contractor shall employ only such workers as are skilled in the tasks to which they are assigned. Workers shall act appropriately and professionally at all times. The City may require the Contactor not to assign any employee the City deems incompetent, careless, insubordinate, or otherwise objectionable to work on City projects.
 - n) **Equipment.** The contractor, operators and all vendors shall wear appropriate personnel protective equipment and shall provide all necessary equipment or personnel to complete the scope of work.
 - o) **Fueling and Oiling.** Spilled gasoline and oil kill grass. Equipment will not be fueled or oiled in the grass they shall be moved to paved areas for this function.
- 2) **Standards.** All materials and workmanship must be per generally accepted methods and standards of the industry and be consistent with the highest quality and the City's standards. The Contractor shall perform all duties in a timely and workmanlike manner. All regulations from DATCP and the State of Wisconsin pertaining to chemical applications shall be followed.

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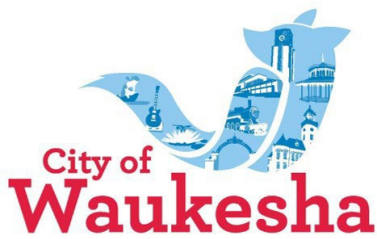
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- 3) **General Reporting of Damages and Communication.** Any vandalism, storm damage or Contractor damage to the subject areas needs to be reported as soon as possible by the Contractor to the City. The Contractor will respond to calls from the City with a response time not exceeding four (4) hours.
- 4) **Regarding Property Damage and Personal Injury:**
 - a) Wherever any existing material, equipment or facility is damaged by the Contractor, the cost of repair or replacement shall be charged to the Contractor. Items covered by this provision include, but are not limited to curbs, sidewalks, railings, plantings, light poles, vehicles etc.
 - b) Injuries to any person, property of any employee at that site, customer or any property not belonging to the Contractor shall be reported immediately to the City. All such damages shall be the responsibility of the Contractor, and the Contractor shall indemnify and hold the City harmless from all such damages.
 - c) Repair work due to damages caused by the Contractor shall be coordinated through, and subject to the approval of the City. Repairs shall be made with like materials in a manner acceptable to the City and repaired to its original state at the Contractors' expense.
- 5) **Contract Price and Payment.** In 2024 the City shall pay the Contractor the total fee of XXXXXX, in installments agreeable to the Contractor and City of XXXXX per installment. The first installment shall be paid within 30 days of the execution of this contract and the remaining payments shall occur as follows: upon billing that has been agreed upon by the City and Contractor. The final payment shall be paid upon the Contractor's completion of its obligations under this Contract, not later than November 30, 2024. In 2025 the City shall Pay the total fee of XXXXXX, in installments agreeable to the Contractor and City of XXXXX per installment. The first installment shall be paid within 30 days of the execution of the 2025 contract and the remaining payments shall occur as follows: upon billing that has been agreed upon by the City and Contractor. The final payment shall be paid upon the Contractor's completion of its obligations under this Contract, not later than November 30, 2025
- 6) **Indemnification.** The contractor shall indemnify and hold the City harmless from any claims, demands, causes of action, lawsuits, penalties, losses, judgments, liabilities or other obligations of any kind arising out of, or connected in any way with, the Contractor's performance of its obligations under this Contract.
- 7) **Insurance.** The contractor shall maintain insurance of the following kinds and for not less than the following limits, at the Contractor's sole expense, at all times during the performance of its obligations under this Contract. Policies shall be occurrence, and not claims-made, policies. The contractor shall obtain an endorsement making the City an additional insured, and the Contractor's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, the Contractor shall deliver a certificate of insurance to the City showing that all requirements of this section are met.
 - Commercial general liability, \$1,000,000 per occurrence, \$2,000,000 aggregate.
 - Automobile liability, \$1,000,000 bodily injury, \$1,000,000 property damage.
 - Umbrella, \$5,000,000.
- 8) **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.

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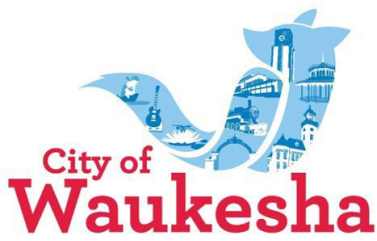
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- 9) **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.
- 10) **Corporate Authorization.** The individuals executing this Contract on behalf of the Contractor represent that they are duly authorized to bind the Contractor contractually. Contractor represents that the execution of this Contract is not prohibited by the Contractor's articles of incorporation, by-laws or other internal operating orders, or by any applicable law, regulation or court order.
- 11) **Assistance of Counsel, Voluntary Contract.** The Parties acknowledge that they have either had the assistance of legal counsel in the review and execution of this Contract or have voluntarily waived the opportunity to do so; that they have read and understand each of this Contract's terms, conditions and provisions, and their effects; and that they have executed this Contract freely, of their own volition, and not under conditions of duress.
- 12) **Adequacy of Consideration.** The Parties acknowledge that the consideration expressed in this Contract is adequate and sufficient to make the obligations contained in this Contract binding upon the Parties.
- 13) **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.
- 14) **Integration.** This Contract embodies the entire agreement of the Parties with respect to the subject matter expressed herein. All other inconsistent agreements and understandings of the Parties with respect only to the subject matter expressed herein are superseded and are unenforceable.
- 15) **Amendments.** No amendments, additions, or changes of any kind to this Contract will be valid unless in writing and signed by all of the Parties to this Contract.
- 16) **Severability.** If any term of this Contract is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this Contract without affecting the enforceability of the remainder of this Contract or substantially frustrating its purpose, it will be so severed, and the remainder of this Contract will remain in effect and enforceable.
- 17) **Survival and Parties Bound.** Unless specifically limited in this Contract, any term, condition, or provision of this Contract will survive the execution of this Contract or any stated time periods, to the extent necessary for their performance. This Contract is binding upon and inures to the benefit of, the Parties' successors, assigns, heirs, executors, trustees and personal representatives.
- 18) **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. The Parties agree that if a lawsuit is necessary with respect to this Contract, it will be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin and waive all jurisdictional defenses.

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City of Waukesha

By Shawn N. Reilly, Mayor

Date: _____

Attested by Gina L. Kozlik, City Clerk-Treasurer

Date: _____

To certify that funds are provided for payment:

Joseph Ciurro, Director of Finance

Date: _____

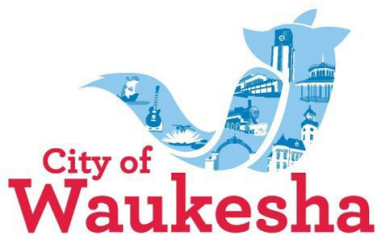
By Contractor

Date: _____

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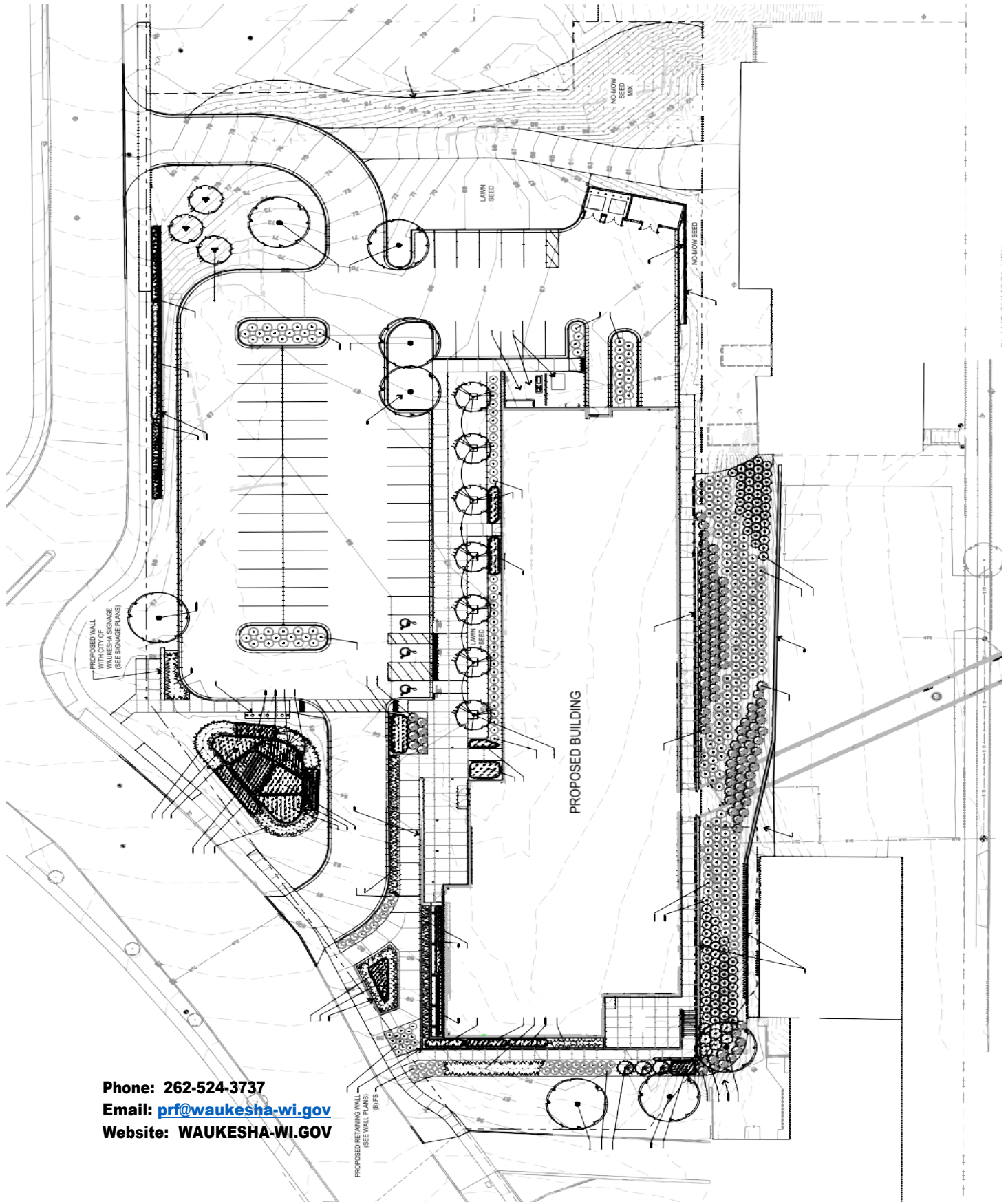
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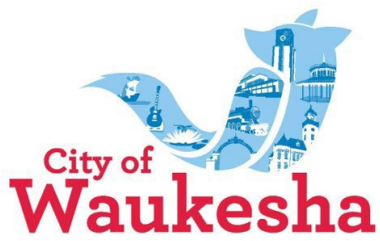
City Hall Shrub Bed Map



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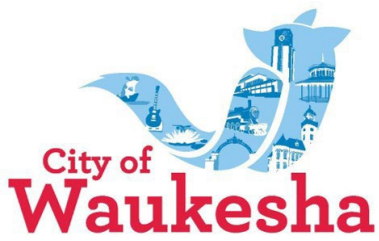
City Hall Mowing Map



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City Hall Annex Properties

