

City Of College Park, Maryland
Request for Bid Proposals
Municipal Grass Mowing
RFP CP-20-05

1. ADVERTISEMENT

The City of College Park, Maryland, requests sealed bid proposals for municipal right-of-way grass mowing.

Bid proposals must be submitted in original only, on the specified forms, in a sealed envelope addressed to the Director of Finance, City of College Park, Maryland, marked "Municipal Grass Mowing, RFP CP-20-05, City of College Park, Maryland" and delivered to the Finance Department, City of College Park, 8400 Baltimore Avenue, Suite 375, College Park, Maryland 20740 by **February 25, 2020 at 2:00 p.m.** at which time they will be publicly opened and read.

Copies of the Request for Bid Proposals may be downloaded from the City's website at www.collegeparkmd.gov. The RFP package will be listed under the "Government" tab on the homepage, then click "Bids and RFPs". If you are unable to obtain the Contract Documents from the website, please contact the Finance Department, Monday-Friday 8:00 a.m.-5:00 p.m., at 240-487-3509.

The City of College Park is an equal opportunity employer. Discrimination based on age, race, color, creed, pregnancy, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, physical characteristic or other unlawful basis of discrimination

The City of College Park reserves the right to accept or reject any and all bids in whole or in part, to waive any technicalities or formalities, and to exercise its sole discretion to best serve the interests of the City. The contact person and Project Manager for this project is Brenda Alexander, Public Works Assistant Director and City Horticulturalist (240-487-3590).

2. PREPARATION OF BIDS

The Bid Proposal Form and attachments are included in the Contract Documents for this project. Bids shall be submitted on the attached forms and shall be filled out in full, in ink or typed and manually signed. If changes and erasures are made, such changes and erasures shall be clear and legible, and shall be initialed by the person signing the Bid Proposal Form. Proposals made on any other than the Bid Proposal Form will not be considered. Any changes not approved by the Project Manager in compliance with Section 5 hereof will cause rejection of the proposal. Conditional proposals and proposals containing escalator clauses will not be accepted.

Each proposal must be enclosed in an opaque, sealed envelope marked, "Municipal Grass Mowing, Contract CP-20-05, City of College Park, Maryland". The bidder's name must also be provided on the envelope, which may contain only one bid.

Documents to be submitted with Bid include:

1. Bid Proposal Form, including acknowledgement of addendum
2. Information Regarding the Bidder
3. Non-collusion Affidavit
4. Affidavit with Respect to Non-Conviction, Non-Suspension and False Pretenses
5. Current Maryland Department of Agriculture Business Pesticide Application license

Errors in preparation of the proposal will not relieve the Bidder from the terms thereof. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if the proposal is accepted.

Bidders are specifically warned against unbalancing their bids, as this will render them liable for rejection. All bids remain binding for ninety (90) days after the bid opening.

Bidders, by submitting a bid, certify that they have thoroughly examined the requirements contained in the bid documents and are familiar with the City's specifications. Modifications and alternate proposals for the services required may result in the rejection of the proposal. Bidders shall clearly and succinctly respond to the requirements of the request for proposals. Any proposals offered as alternates shall be clearly marked as such.

The Bidder will not discriminate against any employee or applicant for employment because of age, race, color, creed, pregnancy, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, physical characteristic or any other factors not related to the ability to perform the work (except as required by other applicable law).

3. PRE-BID MEETING

A pre-bid meeting will be held at **10 a.m. on Thursday, February 13, 2020** at Davis Hall, located at 9217 51st Avenue, College Park, Maryland 20740 to review specific locations and requirements. Call (240) 487-3590 with questions.

4. INVITATIONS TO BID A COURTESY

This Request for Bid Proposals is sent as a courtesy to known interested companies. The receipt of this Request for Bid Proposals from the City of College Park in no way implies that the recipient is a qualified bidder.

5. INTERPRETATIONS

All questions about the meanings or intent, discrepancies or omissions of the Request for Bid Proposals shall be submitted in writing by **February 18, 2020** to the Project Manager, Brenda Alexander, Assistant Director, Department of Public Works, or verbally at the pre-bid meeting. Replies to these inquires shall be made in writing. The written responses, including any changes, become part of the Contract Documents and will be posted to the City's website no later than **February 20, 2020 at 5:00 pm.**

6. CONTRACT TERM

The Contract shall be for a term of three (3) years (the “Initial Term”) commencing the 1st day of April 2020 and terminating at 11:59 p.m. on the 31st day of March 2023. The City shall have the right to extend the contract, at its sole discretion, on the same terms and conditions as set out herein, for up to two additional, consecutive, one-year terms from April 1, 2023 to March 31, 2024 and from April 1, 2024 to March 31, 2025. Option years will be awarded on the basis of satisfactory completion of the Initial Term. The Contract Term is contingent upon funding by the Mayor and Council.

7. SCOPE OF WORK

The work required of the successful Bidder will be performed in coordination with the City and Brenda Alexander, Public Works Assistant Director, as the Project Manager, who will supervise and inspect the work. The successful Bidder shall supply all labor, equipment, and materials necessary to provide complete and satisfactory grass mowing, weed control and landscaping services in the designated areas in Attachment A, including parcels 1, 2 and 3, to this Request for Bid Proposals at a consistently superior level as detailed in these specifications. All work shall be performed to provide a neat, clean, well groomed and trimmed appearance, and performed in a professional manner. Trained personnel using current, acceptable landscape practices shall perform all landscape maintenance services.

8. MANAGEMENT AND INSPECTION

The City’s Project Manager or designated representative will supervise and inspect the mowing.

9. QUALIFICATIONS OF CONTRACTOR

The successful Bidder shall perform all specified work using properly trained and skilled individuals supervised and directly employed by the contractor. Materials and equipment furnished by the contractor shall conform in strength, quality of materials, appearance, and workmanship to that which is usually provided by a commercial contractor in this trade.

The successful Bidder and technicians shall be licensed and bonded in the State of Maryland. The successful Bidder shall hold a current Maryland Department of Agriculture Pesticide Applicators License with certification in Category VI (Right of way).

The successful Bidder shall be capable of providing all services required in these specifications.

10. EQUIPMENT

Prior to approval of contract the successful Bidder must submit a list of the equipment they intend to use for these services to assure that it is sufficient to satisfy the provisions of the contract. The Project Manager or designated representative will inspect the contractor’s equipment during the contract term to ensure that it is safe and well maintained and in proper working condition according to the manufacture requirements.

11. SAFETY AND CLEANLINESS

The Selected contractor shall provide for a neat, clean, and safe environment at all times while performing all work. All vehicles, trailers, mowers, blowers, trimmers, and other equipment must be in proper working order and neat and clean in appearance.

Employees of the selected contractor shall be identifiable as such and dressed to present a neat appearance and shall conduct themselves in a professional manner while working in the City of College Park. Whenever the selected contractor leaves a location, that location shall be clean, safe, and free of any tools and other materials related to the work.

12. TRAFFIC CONTROLS

The selected contractor shall comply with any and all Maryland State Highway safety regulations (Work Zone Traffic Control – Standard & Guidelines) concerning traffic flow. The selected contractor shall be held liable for all accidents or injuries resulting from acts or omissions on the part of the selected contractor, his agents, or employees.

13. TIME OF WORK

Work shall be completed Monday through Friday between 7:30 a.m. and 5:00 p.m. No work shall take place on Saturday or Sunday without prior approval. Work along State Highway and Prince George's County roadways must be in compliance with their associated time requirements.

14. MOWING

Mowers shall be set to provide a clean cut at cutting height of 2½ to 3 inches; athletic fields can be cut at 2 inches. Blades shall be sharpened prior to each scheduled mowing. All safety devices shall be in place according to manufacturers' specifications on machines.

During landscape maintenance operations, all areas shall be kept neat and clean, and precautions shall be taken to avoid damage to existing structures and landscape features. Upon completion of the maintenance operations, all debris and waste material shall be cleaned up and removed from the site by the selected contractor. The selected contractor shall repair any damage to the landscape, structures, or vehicles caused by the landscape maintenance operations at selected contractor's expense.

Mowed areas shall have excess grass clippings collected and removed from the site at the selected contractor's expense. All hard surfaces shall have grass clippings removed on the same day as the mowing operation is completed. Grass clippings and debris must not be blown into gutters, sidewalks, curbs, tree pits, shrub beds, flowerbeds, or onto private property.

All work shall be performed in a safe manner to the operators, pedestrians and vehicular traffic. Safety glasses, hearing protection devices and brightly colored safety vests shall be worn during

all phases of the mowing operation. Cones and traffic control devices will be used to alert the public of the mowing operation.

The frequency of the mowing shall follow a set schedule to be established at the beginning of each mowing season. The Project Manager will be notified immediately of any deviation from the schedule and shall approve all schedule variances. Factors such as rain or drought may affect the schedule and the Project Manager may elect to change the frequency based on these factors. The City may accept schedule changes, which may better accommodate the selected contractor and are also in the best interest of the City. Any changes in the mowing schedule must be submitted in writing, with justifications to be approved by the Project Manager. No changes in scheduling will be made without consent of the Project Manager.

Exact boundaries will be established with the Project Manager before the first mowing.

15. TRASH REMOVAL

The selected contractor shall pick up and remove all debris (paper, cans, glass, stones, sticks, etc.) prior to each mowing. Debris shall be disposed of, off site, at the selected contractor's expense. Any trash not removed prior to mowing and shredded by the mowing operation shall be collected and removed by the selected contractor before leaving the site.

16. EDGING

The selected contractor shall mechanically edge all cement curbs and sidewalks, at every other mowing, at all locations, using an edger that incorporates a steel blade. The selected contractor shall edge all asphalt and brick curbs and sidewalks, at every other mowing, at all locations, using a line trimmer. Edging shall begin during the second mowing of the contract and be completed on the same day as the mowing operation. All debris generated by mechanical edging shall be removed and disposed of offsite at the selected contractor's expense.

17. LINE TRIMMING

The selected contractor shall trim around all tree pits, shrub beds, flower beds, signs, storm water management control structures, guardrails and other landscape features at the conclusion of each mowing operation with approved mechanical line trimmers. **Absolutely no line trimming is to impact the bark of trees or shrubs.**

18. CHEMICAL TRIMMING

The selected contractor shall apply a post-emergent herbicide around the base of trees, shrubs and guardrails to provide a minimum weed free zone of 2 feet. Also, the selected contractor shall apply a post-emergent herbicide to all concrete curbs, gutters and sidewalks and cement median pads adjacent to the mowing areas listed in this contract. Three herbicide applications shall be made during the mowing season, the first application made in April, the second in June, and the third in September. The post-emergent herbicide must be registered by the EPA,

approved by the Project Manager and applied in accordance with the product label and the laws of the State of Maryland by a registered applicator in the State of Maryland.

19. SAFETY

All work shall be in compliance with regulations set forth by the Maryland State Highway Administration and the Maryland Occupational Safety Administration. While working on state, county, or city roadways the area must be posted with warning signs and employees must wear ANSI class 3 safety vests. Selected contractor shall at all times protect persons and property.

20. ON SITE SUPERVISOR/EMPLOYEE SUPERVISION

The selected contractor shall provide at all times an on-site properly trained and experienced, English speaking, supervisor of the work using their best skill and attention, and they shall be solely responsible for all methods, techniques, and procedures and for coordinating all portions of the work under this contract.

21. DAMAGE TO PERSONS OR PROPERTY

The selected contractor shall be responsible for initiating, maintaining, and supervising all safety precautions during the work. The selected contractor shall take all reasonable protection to prevent damage, injury, or loss to:

1. All employees on the job and any other persons who may be affected thereby.
2. All work and all materials
3. Other property at the site or adjacent thereto.

The selected contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority bearing on safety of persons and property and their protection from damage, injury, or loss. The selected contractor shall notify the Project Manager and promptly remedy all damage or loss to property caused in whole or in part by the selected contractor.

The selected contractor shall be responsible for all repairs and/or replacement of turf and plant materials damaged by their employees or equipment during performance of maintenance operations. The Project Manager will determine the degree of damage and extent of responsibility. This will include without limitation damage to tree trunks by mowers, line trimmers, and edger's. Plant materials will be replaced at the selected contractor's cost and will occur during the first planting season after damage occurs. A walk-through of all sites will be conducted prior to the start of the contract to determine preexisting damage.

The selected contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall promptly notify the Project Manager if the specifications are at variance therewith.

The selected contractor shall report any unusual conditions to the Project Manager promptly. This shall include but not be limited to damage to City, County, or State property, trees, shrubs, etc. resulting from vehicular damage, storm damage, or vandalism.

22. BIDDER'S LICENSE

A copy of the bidder's current State of Maryland commercial pesticide applicator license shall accompany each bid.

23. CHANGES IN ASSIGNMENT

The City reserves the right to add or delete areas under the contract based on the funds available. Payment will then be adjusted based on acreage per mowing using the unit price calculated from the proposal.

24. PAYMENT

The City will pay for mowing services completed by the selected contractor upon submission of a monthly invoice. Each invoice shall specify the areas serviced; service dates and services provided. Invoices shall be submitted to the Public Works Department, c/o Project Manager, 9217 51st Avenue, College Park, Maryland 20740.

Payment will be made following receipt of the invoice for the previous month in which the selected contractor completed the mowing operation. The City will inspect the service areas for completion of mowing operations before payment is made. The City reserves the right to inspect all operations under this contract and to withhold payment for any work, which is considered not in accordance with specifications.

25. CORRECTION OF DEFICIENCIES

The Project Manager will make random inspections of the areas in which contractual services are to be provided. Deficiencies will be brought to the attention of the selected contractor's project manager. Any and all deficiencies must be corrected within 48 hours of notification. If weather conditions preclude a 48-hour response, the deficiencies must be corrected on the first day thereafter when weather conditions permit. If circumstances require, City employees shall correct deficiencies that are not corrected by the selected contractor. The costs incurred by the City shall be charged to the selected contractor and deducted from the selected contractor's invoice.

26. AWARD OF CONTRACT

Bidders shall submit a bid for the entire contract only. The Mayor and Council of the City of College Park will select the successful Bidder. In determining which proposal is best, the City will take into consideration the specifics of the proposal, the bid price, and the experience, qualifications, references, responsibility and currently available facilities of the Bidder to

perform the work. The City reserves the right to reject any or all proposals, and to exercise its sole discretion to best serve the interests of the City.

Except where the City exercised the right reserved herein to reject any or all proposals, each contract will be awarded on a per unit price or lump sum basis, as is in the best interest of the City of College Park.

The City of College Park reserves the right to cancel the Award of the Contract at any time prior to execution of the Contract without liability on the part of the City.

27. EXECUTION OF THE CONTRACT

The Bidder to whom the Contract has been awarded must execute a Contract in substantially the form attached within ten business days after the award and submit such other Documents as required by the Contract Documents including bonds, and insurance certificates. Failure by the successful Bidder to execute the Contract and submit such other documents as required by the Contract Documents shall be just cause for annulment of the Award.

If the bidder to whom the award is made shall fail to execute the Contract as herein provided, the award may be annulled and the Contract awarded, at the discretion of the City, to the second lowest responsible bidder, and such bidder shall fulfill every stipulation embraced herein, as if he were the original party to whom the award was made, or the City of College Park may reject all of the bids, as its interest may require.

A Bidder may submit only one proposal for the Contract. More than one proposal from an individual, firm or partnership, corporation or association under the same or different names will not be considered on any given Contract, and will be considered grounds for disqualification and/or rejection of the proposals involved, unless prior approval has been given by the City.

28. BID GUARANTEE

No bidder may withdraw his bid within ninety (90) days after the opening thereof. Negligence on the part of the bidder in preparing the Bid confers no right to the withdrawal of the Bid after it has been opened.

The successful Bidder will be required to provide a Certificate of Insurance within ten (10) business days after the date of the award of the Contract and shall name the City as an additional insured.

29. NOTICE TO PROCEED

After execution of the Contract, the City will issue a Notice to Proceed. This Notice to Proceed will be the date upon which work under this Contract shall be initiated, and upon which time provided in the Contract for performance of the work shall be commenced.

Work done on the site prior to the date set forth in the Notice to Proceed shall be at the successful Bidder's risk.

Failure by the successful Bidder to initiate work within ten days of the date of commencement set forth in the Notice to Proceed shall be construed as a breach of contract and may result in termination of the Contract by the City.

30. PROOF OF QUALIFICATIONS

Bidders must submit with the bid a Contractor Information and Experience form and must certify that it is not barred from participation in contract activities with any government.

Failure to submit proof of qualifications, as required, shall be sufficient cause to reject said bid. Bidders may be required to furnish additional information as proof of qualification subsequent to the opening of bids.

31. MODIFICATION OF BID DOCUMENTS

The right is reserved, as the interests of the City may require, to revise or amend the plans and specifications prior to the date set for opening bids and to postpone the date set for opening bids. Such revisions, amendments and/or postponements will be announced by addendum, a copy of which shall be furnished to all prospective bidders.

32. LIABILITY INSURANCE

The Selected contractor shall provide proof of compliance with State law as to workers' compensation and unemployment insurance, and of adequate comprehensive general liability insurance (bodily injury of \$1,000,000.00 for each occurrence/aggregate; property damage of \$500,000.00 for each occurrence/aggregate) and automobile fleet coverage (\$1,000,000.00 for each occurrence/aggregate; property damage of \$500,000.00 for each occurrence/aggregate). The Selected contractor shall indemnify and save harmless the City, its officers, agents, servants, and employees, from all suits, actions, and damages or costs of every kind and description arising directly or indirectly out of the performance of the Contract, including attorneys fees, whether caused by actions or omissions on the part of the Selected contractor, its agents, servants and employees, or to other causes.

The City shall be named as an additional insured with an additional insured endorsement on the Comprehensive General Liability Insurance, the Automobile Fleet Insurance, and the Property Damage Insurance.

A certificate of insurance with additional insured endorsement shall be provided to the City by the Selected contractor within ten business days after the award of the contract and in any event prior to commencement of work under the contract. The certificate shall demonstrate that the Selected contractor has complied with the requirements of this section and be in a form acceptable to the City.

33. RECEIPT OF ADDENDA

The successful bidder will be required to provide a statement on the bid proposal that all addenda have been received prior to submitting the bid.

MOWING LOCATIONS

14 biweekly mowing to begin the first week in April and end the last week of October.

Parcel 1

1. Guilford Drive from Route 1 west to Knox Road, medians and drainage area, including frontage of Catholic Student Center 4141 Guilford Dr along guardrail at Knox Rd, west to wooden foot bridge- 69,900 sq ft
2. East side of Route 1, south of Albion Road to southern City boundary (in front of vacant parcel) and Albion Road south side from Route 1 east to 6700 block Rhode Island Avenue, along wooded side of street- 33,740 sq. ft.
3. Rhode Island Ave median (adjacent to trail) from Albion Rd north to Rossborough Ln- 214,935 sq ft.
4. Dartmouth/Amherst triangle island- 3,920 sq ft.
5. Bowdoin Avenue east side from Calvert Road to Erskine along railroad track-8,850 sq ft.
6. Old Parish House 4711 Knox Rd – 11,330 sq. ft.
7. Old Town playground east side of 7500 block Columbia Rd and field area up to and including dead end of Norwich- 50,000 sq ft
8. Norwich Road north side from Dartmouth Avenue, east to guard rail at dead end- 1,900 sq ft
9. Dartmouth Avenue from Norwich to guard rail (both sides) at dead end- 2,000 sq ft.
10. South side of Brick sound barrier wall (old Paint Branch Parkway) along east bound Campus Dr from Dartmouth Avenue west to Rhode Island Avenue- 18,560 sq ft.
11. Litton Avenue between Corporal F. Scott Drive west to 50th Avenue, south half of island- 8,960 sq ft.
12. Edmonston Road from Old Calvert Road north to the bridge on east side and west side from Old Calvert Rd to Radcliffe Dr and turf area at College Park Welcome sign on west side at bridge – 32,565 sq ft. Control weed growth at concrete island in Old Calvert Rd at Kenilworth Ave
13. 54th Avenue along railroad track from Pierce Avenue to gate at industrial area north of Navahoe Street- 15,810 sq ft.

14. 8500 48th Avenue, straight down the hill to the guardrail- 6,570 sq ft
15. Greenbelt Road rights-of-way, north and south islands at Route 1, north bank adjacent to U-Haul including Veteran's Memorial to University Boulevard off ramp, and south hillside- 27,040 sq ft.
16. Bike trail (Rhode Island Ave Trolley trail) from Berwyn House Rd, including James Adams Park with the area east of bike trail to dead end of Potomac Ave, north to Greenbelt Rd – 100,190 sq. ft.

Total Parcel 1

606,270 sq. ft. (13.9 Acres)

MOWING LOCATIONS

14 biweekly mowing to begin the first week in April and end the last week of October.

Parcel 2

17. Attick Tower field (south of 9014 Rhode Island Ave) between garden and Rhode Island Avenue – 15,800 sq ft
18. Rhode Island Avenue median from Greenbelt Road to University Boulevard-5,720 sq ft.
19. Alley north of Cherokee Street west of 49th Place – 4,550 sq ft
Alley between Blackfoot Road and 49th Place – 9,000 sq ft.
Cherokee St. island at 49th Place –1,730 sq ft.
20. Rhode Island Avenue Service Road on east side from 9003 Rhode Island Ave to Muskogee Street– 51,100 sq ft.
21. Rhode Island Avenue on west side from University Boulevard to Edgewood Rd –120,465 sq ft.
22. Hollywood Rd playground, Hollywood Rd at 48th Pl 14,490 sq. ft
23. 4703 Edgewood Rd. (Hollywood Gateway Park) 11,915 sq. ft
24. Edgewood Road Island from 47th Place to 51st Avenue- 15,020 sq ft.
25. Ontario Rd north side (Rhode Island Ave to 51st Ave) 10,875 sq. ft
26. Rhode Island Avenue Service Road- from Edgewood Road to Odessa Road on east side- 3,980 sq ft.
27. Rhode Island Avenue west side from Edgewood Rd to Odessa Rd- 7,085 sq ft
28. Youth & Family Services 4912 Nantucket Rd 10,188 sq. ft
29. Odessa Road south side from 51st Avenue to 52nd Avenue including the field behind the gate- 28,190 sq ft
30. Muskogee Street north side from Rhode Island Avenue to Narragansett Pkwy- 21,390 sq ft
31. Narragansett Parkway from Edgewood Road to 52nd Ave, including the island in the cul-de-sac in Narragansett Court, Muskogee playground, vacant triangle lot on the west side of 52nd Avenue and the vacant lot across from Kennebunk Terrace, weed eating along both sides of wooden guardrail- 174,965 sq ft

32. 52nd Place at 53rd Avenue triangle island- 1,470sq ft.
33. 52nd Place island at Mineola Court- 980 sq ft.
34. Davis Field at end Kennesaw Street, including the field and Davis playground on Iroquois St- 50,915 sq ft
35. Area along RR track between Iroquois St to Huron St and including strip behind 5127 Iroquois Street- 7,060 sq ft.
36. Huron Street, south side, along wooded area from 51st Avenue east to dead end – 10,600 sq ft.
37. 51st Avenue east side from Huron Street including frontage of Public Works 9217 51st Ave including parking area- 27,845 sq ft.
38. 51st Avenue east side from Cherokee Street to Branchville Road at wooded sections - 4,870sq ft.
39. Route 1 medians (3) between the Capital Beltway and Sunnyside Avenue – 15,245 sq. ft
40. 3545 Marlborough Way – 58,560 sq. ft

Total Parcel 2 **638,018 sq. ft. (14.47 Acres)**

Parcel 3

28 weekly mowing to begin the first week in April and end the last week of October.

41. Calvert Road School 4601 Calvert Rd including field behind the school and the Calvert Hills playground–55,785 sq. ft.
42. City Hall 4500 Knox Rd. 7,465 sq. ft.
43. Yale Ave parking garage 7310 Yale Ave, - Turf strip on south & west side 1,180 sq. ft.
44. Duvall athletic field complex (9119 Rhode Island Avenue), including Duvall playground – 243,405 sq. ft.

Total Parcel 3 **307,835 sq. ft. (7.07Acres)**

**CITY OF COLLEGE PARK
 BID PROPOSAL FORM
 RFP-CP-20 – 05
 MUNICIPAL GRASS MOWING
 BID PROPOSAL FORM (4 PAGES)**

CITY OF COLLEGE PARK
 Original plus 3 copies to:
 Finance Department
 City of College Park
 8400 Baltimore Avenue Suite 375
 College Park, MD 20740

BID DUE DATE: February 25, 2020
 TIME: 2:00 p.m.

(Insert name of bidding company)

hereby submits the following proposal for **Municipal Grass Mowing RFP-CP-20-05**. Having carefully examined the Request for Bid Proposals, Instructions to Bidders, the General Provisions, Special Provisions, the Plans and Specifications, the proposed Contract and **Addenda Numbered** _____ (complete if any addenda were issued, or enter “None”), and having received clarification on all items of conflict or upon which any doubt arose, and understanding that all unit prices bid will remain in effect throughout the term of the contract, whether completed at one time or in interrupted phases, the undersigned proposes to furnish all labor, equipment, materials, etc., required by the documents for the entire work, all in strict accordance with the contract documents, for the stipulated sum of:

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED IN DUPLICATE.
 BIDDERS MUST BID ALL ITEMS, ALL YEARS.

ANNUAL COST, Years 1 - 3

Area	Acreage X	Price per Acre =	Cost per Mowing X	QTY =	Total Cost
Parcel 1	_____	_____	_____	14	_____
Parcel 2	_____	_____	_____	14	_____
Parcel 3	_____	_____	_____	28	_____

TOTAL ANNUAL COST FOR PARCELS 1, 2 & 3 _____

TOTAL COST - YEARS 1 -3 _____

YEAR 4, Option Year 1

Area	Acreage X	Price per Acre =	Cost per Mowing X	QTY =	Total Cost
Parcel 1	_____	_____	_____	14	_____
Parcel 2	_____	_____	_____	14	_____
Parcel 3	_____	_____	_____	28	_____
TOTAL YEAR 4 COST FOR PARCELS 1, 2 & 3					_____

YEAR 5, Option Year 2

Area	Acreage X	Price per Acre =	Cost per Mowing X	QTY =	Total Cost
Parcel 1	_____	_____	_____	14	_____
Parcel 2	_____	_____	_____	14	_____
Parcel 3	_____	_____	_____	28	_____
TOTAL YEAR 5 COST FOR PARCELS 1, 2 & 3					_____

Additional Mowing (as needed)

The City may request mowing for an area not listed; contractor shall provide a rate per acre per mowing.

Year 1 - 3 Mowing rate per acre _____

Year 4 Mowing rate per acre _____

Year 5 Mowing rate per acre _____

The City reserves the right to add or delete any item or unit price in the bid to bring the bid within budget for the project, without affecting the bid prices for remaining item costs.

Unit prices will be used to add or delete portions of parcel areas as needed.

SPECIAL TERMS AND CONDITIONS:

- A. Failure to properly and completely fill in all blanks may be cause for rejection of this proposal.
- B. It is understood that the proposal price will be firm for a time period of ninety (90) calendar days from the proposal opening date, and that, if notified of acceptance of this proposal within this time period, the Bidder shall execute a contract for the above stated compensation.
- C. The prices shall be stated in both words and figures.
- D. In submitting this bid, the Bidder certifies that the Bidder:
 - a. Currently complies with the conditions of §69-6 “Equal Benefits” of the City Code, by providing equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners; or
 - b. Will comply with the conditions of §69-6 at time of contract award; or
 - c. Is not required to comply with the conditions of §69-6 because of allowable exemption.
- E. In submitting this bid, the Bidder certifies that the Bidder does not discriminate on the basis of age, race, color, creed, pregnancy, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, physical characteristic or other unlawful basis of discrimination.

NAME OF BIDDER _____

ADDRESS _____

CITY, STATE, ZIP _____

AUTHORIZED SIGNATURE _____ DATE _____

TYPED NAME _____

PHONE _____ FAX _____

FEDERAL ID NUMBER _____

The contract will be awarded on the basis of the lowest responsible and responsive bidder. However, the City reserves the right to award the contract on the basis of individual parcels as set forth within budget limitations. The contract may be awarded to the responsible bidder submitting the lowest bid for the base year alone or for the base year and combination of option years as chosen to be in the best interests of the City.

TO BE SUBMITTED WITH BID
Non-Collusion Affidavit

_____, being duly sworn on oath, deposes and says:

That he/she is the

(Owner, Partner, Title if on behalf of a Corporation)

of _____,
(Name of Business, Corporation or Partnership)

the party submitting the Proposal; that no officer of the said Corporation has nor has any person, firm or corporation acting on its behalf; agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Proposal being submitted herewith; and that the said Corporation has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Proposal Price of the Proposer herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the Proposal is submitted; that in making this Affidavit, the affiant represents that she has personal knowledge of the matters and facts herein stated. The Affiant hereby declares and affirms under the penalties of perjury that the foregoing is true to the best of her knowledge and information.

To be signed by a duly authorized Officer.

_____(SEAL)
Name

Title _____

TO BE SUBMITTED WITH BID

AFFIDAVIT WITH RESPECT TO NON-CONVICTION, NON-SUSPENSION AND FALSE PRETENSES

I hereby affirm that:

1. I am the _____ (Title) and duly authorized representative of _____ (Name of Business Entity) whose address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
2. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and
3. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted under a State or federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; and
4. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.
5. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have been debarred or suspended under this subtitle.
6. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the

best of my knowledge, information and belief, any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the City, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.

7. State "none" below or, as appropriate, list any suspension, debarment, conviction, plea or admission described in Paragraph 2 - 6 above, with the circumstances, date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

I acknowledge that this affidavit is to be furnished, where appropriate, to the City of College Park under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of College Park may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article of the Annotated Code of Maryland, which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

I further affirm that the business entity is properly registered to do business in the State of Maryland.

I do solemnly declare and affirm under the penalties of perjury that the contents of the affidavit are true and correct.

Date

Signature

Printed Name

TO BE SUBMITTED WITH BID

INFORMATION REGARDING THE BIDDER

City of College Park

1. Legal name of bidder: _____
Individual/partnership/corporation

Address: _____

Phone: _____

Email address of contact person _____

2. Non-Corporation Business

List the name and business and residence address of each individual having a ten percent (10%) or greater financial interest in the business.

<u>Name</u>	<u>Business address</u>	<u>Residence Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Corporate Business Entities

List all officers of the corporation, their business address and the date on which they assumed their respective offices.

<u>Name</u>	<u>Office</u>	<u>Business address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Please provide the following information concerning work that you have done within the last five (5) years which is similar to the Bid work.

FOR WHOM PERFORMED	CONTRACT AMOUNT	DATE COMPLETED	CONTACT'S NAME/ TELEPHONE NUMBER
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. Please provide at least 3 references, including any Maryland governmental units or agencies for whom you have worked on a similar project. Include the name and telephone number of your contact with each.

6. Identify all subcontractors that you intend to use in performing the work under the Contract, and specify the work each is expected to perform.

7. Bidders will answer the following questions: (The word "you" refers any individual, partnership, partner and/or corporation and its' officers.)

a. Have you ever failed to complete any work or contract awarded to you?

 If yes, state where and why _____

b. Have you ever been affiliated with some other organization that failed to complete a contract?

 If yes, state name of other organization and reason
 therefore. _____

c. With what other businesses are you affiliated? _____

d. Please list all persons who will supervise the work under the Contract. _____

Dated this _____ day of _____, 2020.

Company/individual

By: _____

Name: _____

Title: _____

CITY OF COLLEGE PARK, MARYLAND
CONTRACT NO. CP-20-05

THIS CONTRACT is effective on the _____ day of _____, 2020 by and between the City of College Park (hereinafter referred to as the "City") and _____ (hereinafter referred to as "Contractor").

WHEREAS, the City wishes to provide for the mowing, weed control and general landscape maintenance of certain areas in the City; and

WHEREAS, the Contractor is willing to provide said services.

NOW THEREFORE, the parties hereto agree as follows:

I. SCOPE OF WORK

The work required of the Contractor will be performed in coordination with the City and the City's Project Manager, who will supervise and inspect the work. The Contractor shall supply all labor, equipment, and materials necessary to provide complete and satisfactory lawn mowing, weed control and landscaping services in areas in the City designated in the Contract Documents at a consistently superior level as detailed in these specifications. All work shall be performed to provide neat, clean, well-groomed and trimmed appearance performed in a professional manner. Trained personnel using current, acceptable landscape practices shall perform all landscape maintenance services.

II. CONTRACT TERM

This Contract shall be for a term of three (3) years (the "Initial Term") commencing the 1st day of April 2020 and terminating at 11:59 p.m. on the 31st day of March 2023. The City shall have the right to extend this Contract, at its sole discretion, on the same terms and conditions as set out herein, for up to two additional, consecutive, one-year terms from April 1, 2023 to March 31, 2024 and from April 1, 2024 to March 31, 2025. Option years will be awarded on the basis of satisfactory completion of the Initial Term. This Contract is contingent upon funding by the Mayor and Council.

III. DATES AND TIME OF WORK

Work shall be scheduled Monday through Friday between 7:30 a.m. and 5:00 p.m. No work shall take place on Saturday or Sunday without prior approval. Work on State and Prince George's County roadways must be in compliance with the applicable time requirements. Work shall commence on April 1 of each contract year and shall continue as needed to at least October 31 of that same contract year.

IV. CONTRACT PRICE

The City agrees to pay to the Contractor the sum of _____ for services during the Initial Term. The sum of _____ is payable for the fourth year (April 1, 2023 to March 31, 2024), and the sum of _____ is payable for the fifth year (April 1, 2024 to March 31, 2025). The City shall pay the Contractor upon invoice submitted by Contractor on a monthly basis. No invoice shall contain a charge for any work that has not yet occurred.

V. CONTRACT DOCUMENTS

This Contract and the following enumerated documents form the contract and they are fully a part of the contract as if attached hereto:

Request for Bid Proposals

Attachment A, including Parcels 1, 2 and 3

Bid Forms as submitted by Contractor

Addenda

Permits

Other Documents Contained within the Bid Specifications

Certifications, Affidavits and Affirmations of Contractor Required by the City

Information Regarding the Bidder

Maryland SHA Manual of Traffic Controls for Highway Construction and Maintenance Operation.

Maryland State Highway safety regulations (Work Zone Traffic Control – Standard & Guidelines

Manual on Uniform Traffic Control Devices for Streets and Highways

The bid documents submitted by the Contractor are incorporated herein and made a part of the contract documents by reference.

VI. CAPACITY TO PERFORM

The Contractor represents that all equipment and personnel necessary for providing the described services and items will be available as needed. The Contractor shall perform all specified work using properly trained and skilled individuals supervised and directly employed by the contractor. Materials and equipment furnished by the Contractor shall conform in strength, quality of materials, appearance, and workmanship to that which is usually provided by a commercial contractor in this trade.

The Contractor and any individuals involved in application of pesticides shall be licensed and bonded in the State of Maryland. The Contractor shall hold a Maryland Department of Agriculture Pesticide Applicators License with certification in Category VI (Right of way). Contractor shall be capable of providing all services required in the contract specifications.

VII. STATUS OF CONTRACTOR

The Contractor shall perform the services described herein as an independent contractor and not as an employee of the City.

VIII. INSURANCE AND INDEMNIFICATION

Contractor will purchase from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in Maryland, and maintain during the entire term of this Contract, comprehensive general liability insurance, automobile liability insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Contractor will name the City as an additional insured, with the exception of the workers compensation insurance, and will provide an additional insured endorsement.

Comprehensive General Liability Insurance:

Personal injury liability insurance with a limit of \$2,000,000 each occurrence/aggregate;

Property damage liability insurance with limits of \$2,000,000 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage. .

Automobile Liability Coverage: Automobile fleet insurance \$1,000,000 for each occurrence/ aggregate; property damage - \$500,000 for each occurrence/aggregate.)

Workers' Compensation Insurance: Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. Contractor shall provide workers' compensation insurance meeting the statutory limits for Maryland and Employers' Liability limits of \$500,000. All corporations are required to provide Workers' Compensation Certificates of Insurance.

Contractor covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Contractor on behalf of the City under this Agreement. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the City within ten (10) days following the execution of this contract and prior to commencement of any work. The City shall receive 30 days prior notice of any amendment, reduction or elimination of the insurance coverage required herein.

Provision of any insurance required herein does not relieve Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

The Contractor shall also furnish to the City a Certificate of Insurance and additional insured endorsement in like amounts for any approved sub-Contractor prior to commencement of work in the City.

The required insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Coverage will be primary and noncontributory with any other insurance and self-insurance.

Any special hazards, such as blasting, shall be covered by a rider or riders to the Public Liability and/or Property Damage Insurance policy or policies to cover any special hazards which may develop in the course of the work with such companies and in such amounts as may be approved by the City.

The Contractor shall indemnify and save harmless the City, its officers, agents, servants, and employees, from all suits, actions, and damages or costs of every kind and description arising directly or indirectly out of the performance of the Contract, including attorneys' fees, whether caused by negligent or willful actions or omissions on the part of the Contractor, its agents, servants, subcontractors and employees.

IX. LICENSES, APPLICABLE LAWS

The Contractor will be responsible for obtaining any and all licenses pertaining to performance of work under the contract. All services and materials provided by the Contractor shall conform to all applicable laws and regulations.

X. MATERIALS AND STANDARD OF WORK

All work performed, and material provided, pursuant to this contract shall be in conformance with standards adopted by the State of Maryland and Prince George's County and will be appropriate for existing conditions. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor at Contractor's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Contractor. The Contractor will guarantee that materials conform to specifications herein, that the items will be free from defects, and that the items are fit for the purpose for which intended. Further, the Contractor shall, at its own expense and in a manner acceptable to the City, return to original condition any public or private property disturbed or damaged during the work.

XI. ACCURATE INFORMATION

The Contractor certifies that all information provided in response to the invitation to bid or in response to other requests for information is true and correct. Any false or misleading information is grounds for the City to reject the bid and to terminate this contract.

XII. PERIODIC AND FINAL INSPECTION

The City will make periodic inspections of the work through the City’s Project Manager or designated representative to ensure that all contract requirements have been met.

XIII. RESTORATION OF PROPERTY

The Contractor, at its own expense, will restore or replace any property displaced or damaged as a result of work performed under this contract, whether the property is owned by the City or a third party.

XIV. TERMINATION FOR DEFAULT

Failure of the Contractor to deliver work, supplies, materials, or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents shall constitute a breach of contract. In such event, the City may give notice to the contractor to cease work until the cause for such order has been eliminated. Should the Contractor fail to correct such default within 24 hours after receipt of notification, the City may terminate any such contract. This provision shall not limit the City in exercising any other rights or remedies it may have.

XV. TERMINATION FOR CONVENIENCE

The performance of work or delivery of services may be terminated in whole or in part at any time upon written notice when the City determines that such termination is in its best interest. The City will be liable only for labor, materials, goods and services furnished prior to the effective date of such termination.

XVI. NOTICES

All notices shall be sufficient if delivered in person or sent by certified mail to the parties at the following addresses:

Scott Somers
City Manager
City of College Park
8400 Baltimore Avenue, Suite 375
College Park, MD 20740

To the contractor:

XVII. ERRORS IN SPECIFICATIONS

The Contractor shall take no advantage of any error or omission in the specifications. The City shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

XVIII. GOVERNING LAW

This Contract is executed in the State of Maryland and shall be governed by Maryland law without regard to its conflict of laws provisions. The Contractor, by executing this Contract, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this contract.

XIX. INTERPRETATION

Any questions concerning conditions and specifications shall be directed in writing to the Project Manager. No interpretation shall be considered binding unless provided in writing by the Project Manager. By execution of this contract, the Contractor certifies that it understands the terms and specifications.

XX. ATTORNEYS' FEES AND COSTS

The prevailing party shall be entitled to attorney's fees and costs incurred in any actions or claims brought to enforce this contract, or for damages thereunder.

XXI. SUCCESSORS AND ASSIGNS

This contract shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. In any event, the Contractor shall not assign any right or obligation under this contract without the City's express written consent, which may be withheld in the City's sole discretion.

XXII. ENTIRE AGREEMENT

This contract, including exhibits attached hereto, constitutes the entire agreement between the City and the Contractor and may only be amended in a writing executed by both parties.

XXIII. NONDISCRIMINATION.

A. The City of College Park is an Equal Opportunity Employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work is expressly prohibited.

B. The Contractor certifies that it does not discriminate on the basis of race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work. Consultant shall post its non-discrimination policy in conspicuous places.

XXIV. EQUAL BENEFITS.

A. Contractor must comply with the applicable provisions of § 69-6 of the City Code. The Contractor shall provide the City Manager, or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with these provisions.

B. Upon request, the Contractor shall provide evidence of compliance with the provisions of § 69-6 of the City Code upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section.

C. The failure of the Contractor to comply with § 69-6 of the City Code will be deemed to be a material breach of the covered contract.

XXV. PERMITS

The Contractor is responsible for obtaining all permits required for the work.

XXVI. SEVERABILITY.

If and for so long as any provision of this Contract shall be deemed to be judged invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other provision of this Contract, except only so far as shall be necessary to give effect to the interpretation of such invalidity, and any such invalid provision shall be deemed severed from this Contract without affecting the validity of the balance hereof.

XXVII. COUNTERPARTS.

The parties may execute this Contract in counterparts, which each such document shall, in the aggregate and when signed by both parties, constitute one and the same instrument; and, thereafter, each counterpart shall be deemed an original instrument as against any party who has signed it. This Contract shall not be valid or enforceable unless and until executed by a duly authorized officer of each party.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

_____ day of _____, 2020.

WITNESS:

Janeen Miller, CMC, City Clerk

CITY OF COLLEGE PARK

By: _____
Scott Somers, City Manager

WITNESS:

By: _____

Title: _____

Approved as to form and legal sufficiency

Suellen M. Ferguson
Attorney for the City of College Park