



City of Rockville
Rockville, Maryland

INVITATION FOR BIDS #19-23

FURNISH AND PLANT TREES AND SHRUBS

**Bids Due by 2:00 PM (ET)
TUESDAY, MARCH 28, 2023**

Procurement Department
City of Rockville, City Hall
111 Maryland Avenue, 1st Floor
Rockville, Maryland 20850
Phone: (240) 314-8431
Fax: (240) 403-9321

Any individual with a disability who would like to receive the information in this publication in another form may contact the ADA Coordinator at 240-314-8100, TDD 240-314-8137

MFD Outreach Program

It is the intent of the City of Rockville to increase opportunities for minority, female and disabled (MFD) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economical considerations. Suggested changes and MFD enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are encouraged. Any questions regarding MFD outreach or questions/concerns regarding the City's bidding process should be addressed to Pat Ryan, pryan@rockvillemd.gov or 240-314-8434.



Statement of "No Bid Submittal"

If you do not intend to submit on this requirement, please complete and return this form prior to date shown for receipt of bids to the buyer listed in this IFB by **email only** to rWASHINGTON@rockvillemd.gov.

I/WE HAVE DECLINED TO BID ON **IFB 19-23**, titled **FURNISH AND PLANT TREES AND SHRUBS** for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Proposal requirements too "restrictive".
	Insufficient time to respond to the Invitation for Bids.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

Are you a Minority, Female, or Disabled (MFD) business? _____ Yes _____ No

Company Name: _____

Mailing Address: _____

Telephone Number: _____ Email Address: _____

 Authorized Signatory

 Printed Name

 Title

 Date

**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

**INVITATION FOR BIDS #19-23
FURNISH AND PLANT TREES AND SHRUBS**

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City of Rockville
IFB 19-23

Submittal Checklist and Signature

This page must be completed and submitted with your bid. Failure to submit this page shall deem your bid non-responsive.

_____ Responses shall be submitted electronically via the City’s Collaboration Portal no later than the due date and time as shown in this solicitation.

[Contract Insight - Collaboration Portal \(rockvillemd.gov\)](http://rockvillemd.gov)

_____ Did an authorized company representative sign the bottom portion of this of this page?

_____ Did an authorized representative sign and submit the Affidavit form, Attachment A?

_____ Did you complete and submit the Contractor Information Report in Attachment B?

_____ Did you complete and submit the Reference Check Form in Attachment C?

_____ Did you submit required licenses as per Section 4.8?

- Maryland Department of Agriculture Pesticide Business License with certification in Categories 3A (Ornamental Exterior) and 6 (Right of Way).
- Maryland Department of Natural Resources License Tree Expert Certificate.
- Maryland Department of Natural Resources Licensed Nursery and/or Plant Dealer.

_____ Did you complete and submit Attachment D, the EXCEL Bid Pricing Pages? (5 pages)

_____ If you are an entity (limited liability partnerships, corporations, limited partnerships, limited liability companies, limited liability limited partnerships, business trusts, real estate investment trust and trade name filings), is the legal name of your company listed with the State of Maryland Department of Assessments and Taxation and in good standing? You may check by going to

<http://sdat.resiusa.org/UCC-Charter/Pages/CharterSearch/default.aspx>

_____ Did you check the City’s website for any addenda and include a signed copy of each with your response?

Note: The City will no longer generate check payments to awarded vendors. Electronic payments will only be issued. If your company is selected, you shall be required to complete and submit an ACH application prior to award of a contract/purchase order.

PAYMENT TERMS: NET 30	DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER
PROMPT PAYMENT DISCOUNT: ____% FOR PAYMENT WITHIN ____ DAYS	
COMPANY LEGAL NAME: _____	
ADDRESS: _____	
SUBMITTED BY: _____	
SIGN YOUR NAME	DATE
PRINT YOUR NAME _____	
TELEPHONE# _____	FAX # _____
E-MAIL ADDRESS: _____ FEDERAL ID#/OR SS# _____	
<i>For informational purposes only – Is your company certified as a Minority, Female, or Disabled (MFD) business:</i>	
_____ yes _____ no _____ I choose not to respond	

INVITATION FOR BID #19-23
FURNISH AND PLANT TREES AND SHRUBS

SECTION I: PROJECT OVERVIEW

1.1 SECURED BIDS will be received electronically via a City designated bid receipt software solution until **2:00 PM ET, TUESDAY, MARCH 28, 2023**. The bidder assumes full responsibility for the timely delivery of a bid via the designated solution. Bids delivered in any other fashion will not be considered. Properly submitted bids will be opened in a virtual environment after the time set for receipt of bids and will be read aloud via a City telepresence software solution at the phone number and/or web address provided by the City and contained within this solicitation.

Submission of a bid electronically is consent by the bidder to conduct any or all elements of the procurement by electronic means, in accordance with the terms of this invitation for bids.

Bids presented after the bid receiving deadline will not be received for any reason. The official time clock for receiving bids will be that of the City's third-party software solution provider's computer server system.

ATTENTION: BIDDERS ARE HEREBY NOTIFIED THAT THE CITY'S THIRD-PARTY SOFTWARE SOLUTION PROVIDER'S COMPUTER SERVER TIME MAY DIFFER FROM THAT OF OTHER ELECTRONIC DEVICES, COMPUTER SOFTWARE AND COMPUTER HARDWARE THAT MAY BE USED TO ELECTRONICALLY SUBMIT THE BID. BIDDERS ARE RESPONSIBLE FOR ALLOWING ADEQUATE TIME TO SUCCESSFULLY DELIVER THE BID TO THE REQUIRED ELECTRONIC LOCATION BY THE REQUIRED TIME.

1.2 BACKGROUND

The purpose of this solicitation is to establish a requirements contract with a responsible contractor for labor, materials, equipment, care and supervision to completely and satisfactorily furnish and plant trees and shrubs in parks, at facilities, and on municipal rights-of-ways within the City limits as requested.

1.3 PROPOSED SCHEDULE

- A. IFB release date – FRIDAY, MARCH 3, 2023
- B. Pre-Bid Conference, virtual – THURSDAY, MARCH 9, 2023, 11:00AM ET
- C. Questions Due – MONDAY, MARCH 20, 2023, BY 5:00PM ET
- D. **IFB closing date – TUESDAY, MARCH 28, 2023, BY 2:00PM ET**

1.4 PRE-BID CONFERENCE - VIRTUAL

A virtual, telepresence pre-bid meeting will be held on **THURSDAY, MARCH 9, 2023, at 11:00AM ET**. Bidders must register below in order to attend the meeting. This meeting is not mandatory; however, bidders are strongly encouraged to attend. Individuals interested in viewing the vicinity of the work are encouraged to do so independently, and in a socially distanced manner, prior to the pre-bid meeting. Bidders shall assume complete responsibility and liability for any and all visits.

Register for Virtual Pre-Bid Meeting Here: [REGISTER](#)

1.5 DEADLINE FOR QUESTIONS

Questions pertaining to this bid may be directed to PAT RYAN via the City's Collaboration Portal **only** at <https://contracts.rockvillemd.gov/gateway/Default.aspx> **MONDAY, MARCH 20, 2023 by 5:00PM ET**. Oral answers to questions relative to interpretation of specification or the bid process will not be binding on the City.

1.6 SUBMISSION

All bid forms and documents must be electronically filled out, signed and submitted **via one combined pdf document** using the City's Collaboration Portal **only** at:

<https://contracts.rockvillemd.gov/gateway/Default.aspx>

At a minimum the file name of the pdf document must contain the Bid Number, Bidders Name and Bid Due Date.

Instructions for uploading bid documents can be found within the Vendor Client User Manual and Quick Reference Guides in the Collaboration Portal under document library

A virtual, telepresence bid opening will be held a few minutes after the bid submittal due date and time. Individuals interested in attending the virtual bid opening must register below:

Register For Virtual Bid Opening Here: [REGISTER](#)

1.7 ADDENDUM

Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

To ensure fair consideration for all bidders, any interpretation made to prospective offerors will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of bids or if the lack of such information would be detrimental to the uninformed offeror. Such addendums, if issued, will be posted at the City's Collaboration Portal listed below:

<https://contracts.rockvillemd.gov/gateway/Default.aspx>

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this documents requirements, terms and/or conditions. Failure to sign and return an Addendum with your response may result in disqualification of proposal.

1.8 ENVIRONMENTAL IMPACT

It is the intent of the City of Rockville to purchase goods, equipment, and services having the least adverse environmental impact, within the constraints of its codified purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.

1.9 NOTICE TO BIDDERS

"Pursuant to 7-201 et seq. of the Corporations and Associations, Article of the Annotated Code of Maryland corporations not incorporated in the State, shall be registered with the Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this state. Before doing any intrastate business in this state, a foreign corporation shall qualify with the Department of Assessments and Taxation."

1.10 US TREASURY IDENTIFICATION NUMBER

Bidders must supply with their bids their U.S. Treasury Department Employers' Identification Number as such number is shown on their Employer's quarterly Federal Tax Return (U.S. Treasury Department Form No. 941). This number shall be inserted on the Bid Sheet in the space provided.

1.11 QUALIFICATION TO CONTRACT WITH PUBLIC BODY

Bidders must be qualified to bid in the State in accordance with Section 14-308 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, 1997) 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.

1.12 DISABILITY INFORMATION

ANY INDIVIDUALS WITH DISABILITIES WHO WOULD LIKE TO RECEIVE THE INFORMATION IN THIS PUBLICATION IN ANOTHER FORM MAY CONTACT THE ADA COORDINATOR AT 240-314-8100 TDD 240-314-8137.



CITY OF ROCKVILLE, MARYLAND

SECTION II: GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

NON-CONSTRUCTION – 3/2022

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the Contractor unless accepted in writing. Words and abbreviations that have well known technical or trade meanings are used in accordance with such meanings.
2. **COVID-19 VACCINATION REQUIREMENT** The Contractor agrees to provide the City's Project Manager or designated City staff proof of vaccination of any employee, subcontractor, or agent prior to such employee, subcontractor, or agent, pursuant to this Agreement, entering a City facility and performing any service or making any delivery in close proximity to one or more City employees, members of the Mayor and Council, members of a City board, commission or task force, or members of the general public in the City. Proof of vaccination means the demonstration of having received a full dose of a COVID-19 vaccine authorized by the Food and Drug Administration in a manner and on a schedule consistent with current United States Centers for Disease Control and Prevention guidelines. This paragraph shall not apply to any deliveries made pursuant to this Agreement by a common carrier.
3. **SUBMISSION OF BID** All bids are to be submitted electronically, in a pdf format file, via a City designated bid receipt software solution. File name of the pdf document must contain the Bid Number, Bidders Name and Bid Due Date.

The bid proposal form must be filled out and submitted electronically. Conditional bids and bids containing escalator clauses will not be accepted. All bids must be regular in every respect and no interlineation, exclusions, or special conditions shall be made or included. Bids must contain an electronic or scanned signature, in the space provided, of an individual authorized to bind the bidder.

4. **BID ACCEPTANCE AND OPENINGS** It is the bidder's responsibility to assure delivery of the bid at the proper time via the designated electronic, software solution. Bids delivered in any other fashion will not be considered. All bids will be publicly opened in a virtual environment after the time set for receipt of bids and read aloud via a City telepresence software solution. Bidders may attend bid openings at the phone number and/or web address provided by the City.
5. **BID OPENING** All bids received in response to an Invitation for Bid will be opened at the date, time and place specified and publicly read via a City telepresence software solution. A tabulation of bids received are posted using the City's designated electronic, software solution
6. **BID AWARD** Award will be made to lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance on previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;

- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;
- j. Such other information as may be secured by the City having a bearing on the decision to award the contract.

7. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City. Such addendums, if issued, will posted via the city's designated electronic, software solution

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

8. **ACCEPTANCE/REJECTION OF BIDS** The City reserves the right to reject any or all bids in part or full and to waive any technicalities or informalities as may best serve the interests of the City.

Unless otherwise stated in this solicitation, bids shall be valid for a minimum of 90 days following the deadline for submitting offers. Bids may not be withdrawn during that period.

9. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi year contract shall be null and void, effective July 1st of the affected year.

10. **ERRORS IN BIDS** When an error is made in extending total prices the unit bid price will govern. Carelessness in quoting prices or in preparation of bid will not relieve the bidder from performing the contract. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if the bid is accepted.

11. **BID WITHDRAWAL** Bids may be electronically withdrawn (deleted) or modified by deleting the initial file uploaded and replacing it with a modified file using the City's electronic, software solution before the time specified for bid opening. Requests received after bid opening will not be considered.

12. **TAX EXEMPTION** The City is exempt from the payment of any federal excise or any Maryland sales tax.

13. **MISTAKES** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the specifications. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.

14. **PRICES** Bids must be submitted on a firm, fixed price, F.O.B. destination basis only unless otherwise specified herein.

15. **PROMPT PAYMENT DISCOUNTS** All discounts other than prompt payment are to be included in the bid price. Prompt payment discounts may be considered in the evaluation of your bid if the discount on payment is not conditioned on payment being made in less than thirty (30) days from receipt of invoice.

16. **BIDDER'S PAYMENT TERMS** The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.

17. **SAMPLES** Samples of items, if requested, shall be furnished without charge, upon request within ten days. Failure on the part of the bidder to provide such samples within the specified time frame or to comply with these instructions may be cause to consider the bid as non-responsive. If not destroyed and upon request at the time of submission, samples will be returned at the bidder's expense. Samples may also be tested or become property of the City and may not be returned.

18. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be store in a secure manner. After such records are no longer need for record purposes, the records shall be destroyed or returned to the City.

Where services require the Contractor to access the City's electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site and Remote Access Confidentiality Agreement, which can be viewed at the following web address:
<http://www.rockvillemd.gov/documentcenter/view/74>

19. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the contractor or supplied by the City.
20. **INTEREST IN MORE THAN ONE BID AND COLLUSION** **Multiple bids uploaded/received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected.** Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
21. **QUALIFICATION OF THE BIDDER** The City shall have the right to take such steps as it deems necessary to determine the responsibility of the bidder to perform the obligations under the contract and the bidder shall furnish to the City all such information for this purpose as the City may request. The right is reserved to reject any bid where an investigation of available information does not satisfy the City that the bidder is qualified to carry out the terms of the contract.
22. **EXECUTION OF CONTRACT** The awarded bidder shall be required to execute a formal agreement with the City within fifteen days from the award. A sample of the agreement is attached. No revisions to the agreement will be allowed. Exceptions or revisions to the City's agreement may deem the bidder non-responsive.
23. **COMPENSATION** The City will compensate the Contractor in the form of either lump sum payment upon completion and acceptance of the work or monthly progress payments. In either event, compensation shall not exceed any fixed, firm Lump Sum or Total proposed pricing within the Contractor's offer. All non-labor costs associated with administration, including but not limited to plan copies, courier, mailing data processing, forms, fax transmission, telephone calls, printing, office supplies, copying, are to be included with the pricing and hourly rates offer, otherwise they shall become the responsibility of the Contractor. No payment or reimbursement will be made for travel expenses which include travel time and mileage.
24. **INVOICING** The Contractor shall submit invoices, in duplicate, which shall include a detailed breakdown of all charges for that monthly period including employee names, date of services, itemized cost (hours and hourly rates) for service.

Invoices shall be based upon completion of tasks and deliverables and shall reference a City Purchase Order number. All such invoices will be paid promptly by the City of Rockville unless any items thereon are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address: City of Rockville, Attn: (Project Manager), 111 Maryland Avenue, Rockville, MD 20850 or via email to the project manager.
25. **ELECTRONIC PAYMENT OPTION** The Vendor ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is free as part of the Finance Department's efforts to improve customer services.
26. **PAYMENT TO SUBCONTRACTOR** Within seven days after receipt of amounts paid by the City for work performed by a subcontractor under this contract, the Contractor shall either: Pay the Subcontractor for the proportionate share of the total payment received from the City of Rockville attributable to the work performed by the Subcontractor under this contract; or Notify the City of Rockville and Subcontractor, in writing, of his/her intention to withhold all or a part of the Subcontractor's payment and the reason for non-payment.
27. **PERSONNEL** Principal or key personnel included in the proposal may not be substituted without written approval of the City of Rockville. Replacements for key personnel under the contract must have equivalent professional qualifications and experience as those individuals listed in the proposal. The Consultant must submit written professional qualifications and experience for approval within ten working days prior to replacement for City review and approval or rejection.

28. **PRICE ADJUSTMENTS (CPI)** Unless otherwise stated in the bid document, rates quoted are to be firm for two (2) years after award of a contract. These rates will apply to additional work, change orders and contract modifications. A request for price adjustment after the 2-year period is subject to approval or rejection by the Purchasing Agent. The Consultant shall submit to the Purchasing Agent sufficient justification to support the Consultant's request. A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request.
29. **INTERPRETATION** Any questions concerning general instruction and specifications shall be directed in writing to the Purchasing Office. The submission of a bid shall be prima facie evidence that bidder thoroughly understands the terms of the specification. The Contractor shall take no advantage of any error or omission in the specifications.
30. **DELIVERY** All time limits stated in the contract documents are of the essence. The Contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.
31. **TRAVEL TIME** No payment for travel time to or from the job site shall be charged. Charges begin when the Contractor arrives at each job site and end when the Contractor leaves the job site.
32. **DELAYS/EXTENSION OF TIME** If the Contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the City or by a separate Contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension if warranted.

All claims for extensions must be a written notice sent to the Purchasing Agent within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the Contractor believes to have suffered. If statement is not received within the prescribed time the claim shall be forfeited and invalidated.

33. **TERMINATION FOR DEFAULT** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award may be made to the responsive second ranked Bidder, if default occurs within the initial contract period and the second ranked bidder agrees to hold its bid price, or, the work may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices.
34. **TERMINATION FOR CONVENIENCE** The performance of work or services under this contract may be terminated in whole or part, upon five (5) calendar day's written notice when the City determines that such termination is in its best interest. The City shall be liable only for those accepted goods and/or services furnished prior to the effective date of such termination.
35. **ABANDONMENT, DISSOLUTION AND RESTRUCTURING** A Contractor who abandons or defaults the work on this contract and causes this contract to be re-bid will not be considered in future bids for the same type of work unless the scope of the work is significantly changed. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City of Rockville as soon as possible but not later than thirty (30) days from date of change.
36. **CHANGES** The City, without invalidating the contract, may order written changes in the scope of work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Purchasing Agent.

Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change.

The cost or credit to the City from a change in the scope of work shall be determined by mutual agreement. The Contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon.

No alterations or variables in the terms of the contract shall be valid or binding upon the City unless made in writing and signed by the City.

37. **EXTRA COSTS** If the Contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the purchasing agent within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.

38. **GUARANTEE** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Project Manager (e.g. other required documents, operating manuals, maintenance manuals/schedules, etc.) before final payment is made.

The Contractor guarantees that the items conform to the design and specifications and to drawings, samples or other descriptions referred to in this document. The Contractor further guarantees the items will be free from defects in materials and workmanship, latent or patent and are suitable for the intended purpose as far as the Contractor knows or has reason to know. The guarantee contained herein shall remain in full force and effect for a minimum of one year after initial delivery to the City unless another effective period is specified.

39. **DEFECTIVE SUPPLIES/SERVICE** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under the Agreement. Without additional compensation, Contractor shall correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This shall include resolving any deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Agreement, regardless of City having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies shall be at no cost to City.

40. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.

41. **SUBCONTRACTING** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract.

This does not relieve the Contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.

42. **ADDITIONAL ITEMS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion without affecting the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity.

The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items are being purchased.

43. **AUTHORITY OF THE CITY MANAGER IN DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to City Purchasing Ordinance.

44. **INDEMNIFICATION OF THE COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Mayor and Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on part of the Contractor, or subcontractors or agents of the Contractor.

45. **NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the Contractor in any part of the specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.

46. **PROPRIETARY INFORMATION** The City agrees, to the extent permitted by law, to hold all material and information belonging to the offeror, which it deems to be confidential, in strictest confidence. The Contractor agrees to hold all material and information belonging to the City or the City's agents in strictest confidence and not to make use thereof other than for the performance of contractual obligations, to release it only to employees requiring such information. Reasonable precautions will be exercised for the protection of any proprietary data included in the proposal. It shall be the bidder/proposer's responsibility to duly note on their submittal if any information in their submitted bid/proposal contains proprietary information and the context under which same should be handled by reviewers. Bidders/proposers shall not mark sections of their bid/proposal as proprietary or confidential if they are to be part of the award of the contract/agreement and are a "material" nature (i.e. prices). Material information may be required to be released in accordance with Public Information Act laws.

47. **RELEASE OF INFORMATION** During the term of the final agreement, the successful Contractor shall not release any information related to the services or the performance of the services under the agreement nor publish any final reports or documents without the prior written approval of the City.

48. **PATENTS AND ROYALTIES** Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, the successful bidder must secure, before using or employing such materials, the assent in writing of the owner or licensee of such letters of patent, and file the same with the City.

The Contractor will defend, at its own expense, and will pay the cost and damages awarded in any action brought against the City based on any allegation that the items provided by the Contractor infringe on a patent and copyright license or trade secret. In the event that an injunction shall be obtained against the City's use of items by reason of infringement of any patent, copyright, license or trade secret, the Contractor will, at its expense, procure for the City the right to continue using the items, replace or modify the same so that it becomes non-infringing.

49. **MISCELLANEOUS PROVISIONS** The City and the Contractor each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract document. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.

50. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.

51. **BROKERING** The Contractor warrants that only an established commercial or selling agency maintained by the Contractor for the purpose of securing business may be retained to solicit or secure this contract. Any brokerage arrangements must be disclosed in the proposal. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City.

52. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), sex, race, ancestry, color, religion, sexual orientation, gender identity or expression, physical or mental handicap, marital status, or political expression. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

53. **LANGUAGE** If applicable, the Contractor shall appoint one or more crew members or supervisors to act as liaison with the City and emergency service personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.

- 54. IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
- 55. SUBLETTING OR ASSIGNMENT OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.
- 56. OWNERSHIP OF DOCUMENTS** Any and all deliverables, including but not limited to reports, specifications, blueprints, plans, negatives, electronic files and documents, as well as, any other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of the City. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractors' obligations under the resulting contract without the prior written consent of City. Documents and materials developed by the Contractor under the resulting contract shall be the property of City of Rockville; however, the Contractor may retain file copies, which cannot be used without prior written consent of the City. The City agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.
- 57. NO CONTACT DURING PROCUREMENT PROCESS**. It is the policy of the City of Rockville that the evaluation and award process for City contracts shall be free from both actual and perceived impropriety, and that contracts between potential vendors and City officials, elected officials and staff regarding pending awards of City contracts shall be prohibited.
- a. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any City officer, elected official, employee, or designated City representative, between the date of the issuance of this solicitation and the date of the City's recommendation to the City Manager or the Mayor and Council for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - b. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the procurement contact listed in this solicitation.
 - c. Any violation of this prohibition of the initiation or continuation of verbal or written communications with City officers, elected officials, employees, or designated City representatives shall result in a written finding by the Purchasing agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive," and same shall not be considered for award.

INVITATION FOR BIDS #19-23**FURNISH AND PLANT TREES AND SHRUBS****SECTION III: SPECIAL TERMS AND CONDITIONS****3.1 Point of Contact**

To ensure fair consideration for all Bidders, the City prohibits communication to or with any department, elected official or employee during the submission process, other than the Procurement Division, regarding the requirements for this submittal. Any such contact may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

All inquiries concerning clarifications of this solicitation or for additional information shall be submitted via the City's Collaboration Portal.

All responses to questions/clarifications will be sent to all prospective Bidders in the form of a written addendum. Material changes, if any, to the scope of work, or bid procedures will also be transmitted by written addendum.

3.2 Minimum Qualification Requirements

At a minimum, Bidders must provide written evidence (through references) of five (5) years prior experience with the scope of work as detailed in the specifications.

The City shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the work and reserves the right to request additional information. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such Bidder does not satisfy the City that the Bidder is qualified to properly carry out the terms of the Bid Document.

3.3 Contract Term

The anticipated terms of this contract shall be one year from July 1, 2023 through June 30, 2024.

Upon satisfactory service and by mutual agreement the City reserves the right to renew the contract. The term of renewal shall not exceed four (4) additional one (1) year periods.

3.4 Option to Renew Contract Period

- A. Upon satisfactory service and by mutual agreement the City reserves the right to renew the contract. The term of renewal shall not exceed four (4) additional one (1) year periods.
- B. The City expects all vendors to provide year over year cost reductions recommendations.
- C. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacturere

experience a decrease in costs associated with the execution of the contract.

- D. Price adjustments from the contractor/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the Director of Procurement. The request must be submitted in writing at least sixty (60) days prior to the renewal term and shall be accompanied by supporting documentation. The increased contract unit price shall not apply to orders received by the Contractor prior to the effective date of the approved increased contract unit price. The City may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation. The request for a change in the unit price shall include at a minimum; (1) the cause for the adjustment; (2) proposed effective date (minimum of 60 days); and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e. appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U) change in manufacturer's price, etc.).
- E. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to the City.

3.5 **Extension of Contract**

The City reserves the right to extend the contract for any reason for a period or periods up to but not to exceed 12 months. This extension clause must be exercised when the City determines that an extension of the contract is advantageous to the City. Any extension beyond 12 months will be subject to the City's option to renew clause as set forth in this contract. This provision in no way affects or alters the City's ability to renew the contract consistent with the renewal option clause. If it is then decided to renew the resulting contract, the renewal date will commence on the day following the last day of the contract extension.

3.6 **Estimated Quantities**

No warranty is given or implied by the City as to any components listed in this Bid and are considered to be estimates for the purpose of information only. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities of Bidder's bid to meet additional or reduced requirements of the City.

3.7 **Additional Items/Duties**

The City may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the City prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in the bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City

FURNISH AND PLANT TREES AND SHRUBS

reserves the right to purchase those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

3.8 No Exclusive Contract/Additional Services

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

3.9 Exceptions

An exception is any condition, limitation, restriction, term or other deviation from the requirements of the Invitation for Bids that is a condition of the bidder’s bid or that the bidder expects to become part of a contract with the City. Bidders are strongly discouraged from taking exceptions to the requirements of the Invitation for Bids. Exceptions may result in the City declaring the bidder’s bid to be non-responsive. Any exceptions taken must refer to the specific language of the Invitation for Bids to which the bidder objects and must be included with the bid on a separate page. The City shall be entitled to assume that the absence of any exceptions constitutes the bidder’s willingness to comply with all requirements of all parts of the Invitation for Bids.

3.10 Complete Information Required on Bid Form

All bids must be submitted on the attached Bid Form with all sections completed. To be considered a valid bid, the bid form pages and required forms must be returned, properly completed, as outlined in the General Conditions.

3.11 Insurance Requirements

Prior to execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor’s insurance shall be primary.

The Contractor must electronically submit to the Procurement Division a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. <i>Workers' Compensation</i> 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: <i>WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.</i>

FURNISH AND PLANT TREES AND SHRUBS

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability (if applicable)	Each Occurrence/Aggregate: \$1,000,000	

3.11.1 Policy Cancellation

No change, cancellation or non-renewal shall be made in any insurance coverage without thirty (30) days written notice to the City's Procurement Division. The Contractor shall electronically furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

3.11.2 Additional Insured

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under the contract. Additionally, the Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

3.11.3 Subcontractors – NO SUBCONTRACTORS

~~If applicable, all subcontractors shall meet the requirements of this section before commencing work. In addition, the Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.~~

Example:

~~Certificate Holder~~

~~The Mayor and Council of Rockville~~

~~City Hall~~

~~111 Maryland Avenue
Rockville, MD. 20850~~

3.12 Cooperative Procurement

The Contractor may extend all of the terms, conditions, specifications, and unit or other prices of any award resulting from this solicitation to any and all other public bodies, subdivisions, school districts, community colleges, colleges, and universities. The City assumes no authority, liability or obligation, on behalf of any other public entity that may use any contract resulting from this solicitation.

3.13 License and Support Agreements

In the event a bidder or manufacturer requires an agreement to be signed the agreement must be returned with the bid for review prior to any subsequent award. The City reserves the right to refuse consideration of an agreement and may hold the bidder to any agreement entered into as a result of a purchase order being issued as a result of this IFB without prior knowledge that the bidder and/or manufacturer will require an additional document, contract or agreement to be executed.

**INVITATION FOR BIDS #19-23
FURNISH AND PLANT TREES AND SHRUBS**

SECTION IV: TECHNICAL SPECIFICATIONS/SCOPE OF WORK

4.1 SCOPE OF WORK

The scope of work includes all labor, materials, appliances, tools, equipment, facilities, transportation and services necessary for, and incidental to performing all operations in connection with furnishing, delivery, and installation of trees on municipal rights-of-ways, parks, and facilities within the City.

The scope of work including, but is not limited to:

1. Locate, purchase, deliver and install all specified plants.
2. Water all specified plants.
3. Mulch, fertilize, stake, and prune all specified plants.
4. Maintenance of all specified plants through the warranty period.
5. Warranty of all plants.
6. Clean up and disposal of all excess and surplus material.

4.2 PRE-PLANTING CONFERENCE AND INSPECTION

Within seven (7) days after the award of the contract a pre-planting meeting will be scheduled.

Plants shall be subject to inspection and approval by the Contract Administrator. Inspection can take place at the place of growth and/or the Contractor's place of operation, for conformity to specifications. Inspections shall be made by the Contract Administrator during planting and at the end of the planting season to ensure compliance with contract specifications.

The Contractor shall request inspection by the Contract Administrator with information that includes the place of growth and quantity of plants to be inspected. Inspection request must be made at least one week prior to the requested inspection date. The Contract Administrator may refuse inspection at this time if, in his judgment, an insufficient quantity of plants is available for inspection.

It shall be the responsibility of the Contractor to ensure that plant material conforms to specifications. The Contract Administrator may refuse any plant material if it fails to meet contract specifications.

PLANTS SHALL NOT BE PLANTED WITHOUT PRIOR INSPECTION AND APPROVAL

4.3 WARRANTY, REPLACEMENT AND FINAL ACCEPTANCE

The warranty period for trees and shrubs shall be two (2) years from the date of final acceptance of all plants installed during a growing season by the Contract Administrator. Contractor guarantees that all plant material installed shall be in good health and in flourishing condition at the end of two (2) years from the date of acceptance by the Contract Administrator. The Contract Administrator shall make the final determination if plants meet these specifications.

FURNISH AND PLANT TREES AND SHRUBS

Plant material shall be inspected at the end of the first and second year. All dead, damaged and/or declining material will be replaced each year, by the Contractor with no additional cost to the City, after each inspection.

The Contractor shall be responsible for the immediate removal of any dead trees. Replacement may be deferred to the next planting season.

Any work required by this specification or the Contract Administrator during the progress of the work, to correct plant defects including the removal of roots or branches, or planting plants that have been bare rooted during installation to observe for or correct root defects shall not be considered as grounds to void any conditions of the warranty. The Contractor shall decide that such remediation work may compromise the future health of the plant, the plant or plants in question shall be rejected and replaced with plants that do not contain defects that require remediation or correction.

Written request for an end-of-warranty-period inspection must be submitted no later than thirty (30) days prior to the end of the second year of the warranty. At this time, all plantings shall be inspected by the Contract Administrator.

The Contractor shall replace, without cost and as soon as weather conditions permit within a specified planting season, all plants determined dead, damaged and/or declining by the Contract Administrator. Plants shall be free of dead or dying branches and shall bear foliage of a normal size and color. Replacements shall be subject to all requirements stated in these specifications.

At the end of the warranty period, Contractor must remove all staking material and deer protection unless agreed to by the Contract Administrator to remain in place. All trees that do not have sufficient caliper to remain upright, or those requiring additional anchorage in windy locations, shall be staked or remain staked, if required by the Contract Administrator.

At the end of the warranty period, the Contract Administrator shall observe all warranted work, upon request of the Contractor. The request shall be received at least ten calendar days before the anticipated date for final observation.

End of warranty final acceptance will be given only when all the requirements of the work under this specification have been met. The Contractor is exempt from replacing plants (after acceptance and during the warranty period) that are removed by others, lost or damaged by a third party, vandalism, or natural disaster.

Required maintenance during the period prior to final acceptance shall consist of pruning, watering, cultivating, weeding, mulching, removal of dead material, repairing and replacing of tree stakes, tightening and repairing of guys, repairing and replacing of damaged trunk protection material, resetting plants to proper grades and upright position, and furnishing and applying such pesticides as are necessary to keep plantings reasonably free of damaging insects and disease, and in healthy condition. The threshold for applying insecticides and herbicide shall follow established Integrated Pest Management (IPM) procedures. Mulched areas shall be kept free of weeds and grass.

4.4 PLANTING SEASON AND WORK SCHEDULE

Planting seasons shall be Spring (March 16 to May 14) and Fall (September 16 to December 14). No planting shall occur between May 15 and September 15 and between December 15 and March 15.

The Contractor shall have plants ready for inspection by the Contract Administrator at the location of business or nursery within two (2) weeks prior to the start of planting season. A request for inspection must be submitted to the Contract Administrator at least five (5) days prior to inspection.

Planting shall begin within two (2) weeks following inspections and shall proceed continuously until completed. Planting shall take place at various locations throughout the City as directed by the Contract Administrator. The Contractor shall adhere to this schedule and failure may result in cancellation of the contract. The date of completion is the date certified by the Contract Administrator when successful planting of all required items is complete. Plant material not available during the initial inspection but available during the planting season must be inspected prior to installation.

Actual planting shall be performed during those periods when weather and soil conditions are suitable in accordance with locally accepted horticultural practices. Do not install plants into saturated or frozen soils. Do not install plants during inclement weather, such as rain or snow or during extremely hot, cold or windy conditions.

All scheduled services will be performed between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday, with the exception of Contract holidays. Work on Saturday must be approved by the Contract Administrator and will not continue after 3:00 p.m. No work shall take place on Sunday. The Contractor must obey all noise ordinance regulations as required by County, City or Municipal jurisdictions. Contract holidays are as follows:

New Year's Day	Martin Luther King's Birthday	President's Day
Memorial Day	Juneteenth	Independence Day
Labor Day	Veteran's Day	Thanksgiving Day (and day after)
Christmas Day		

No holiday or overtime work is authorized without prior approval of the Contract Administrator.

4.5 SUBCONTRACTING

There shall be **NO** subcontracting or assignment of work delegation.

4.6 CONTRACTOR QUALIFICATIONS

Contractor shall be of established reputation with a minimum of five (5) consecutive years' experience in landscape installation and regularly engaged in the performance of the specified work and makes available, for this purpose, a regular force of skilled workers.

Contractor shall perform all specified work using properly trained, skilled individuals supervised and directly employed by the contractor. Contractor shall maintain a fully qualified work force and shall make available throughout the period of the contract enough employees to perform all required services.

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 contractor in this trade.

Contractor shall be required to maintain an office staffed by company representatives during normal business hours, Monday through Friday 7:00 a.m. to 5:00 p.m. Contractor shall have available at all times an email address and telephone number for 24 hour, 7 days a week, communication between the Contractor and the City's Contract Administrator.

Contractor must provide a cell phone to its field supervisor for communication between the City and the Contractor's personnel for the purpose of scheduling, inspecting and reporting work activities.

Contractor shall provide for a neat, clean, and safe environment at all times. All vehicles, trailers, and other equipment must be in proper working order. All employees working for the Contractor shall wear ANSI Class II safety vest at all times. Whenever the Contractor leaves a location, that location shall be cleaned and safe and free of any tools and other materials related to the work.

Contractor must provide a minimum of an 800-gallon mobile tank for watering.

Contractor shall assume full responsibility for any and all damages or claims for damage, for injury to persons, property, and equipment, which might result from any services performed under this contract.

The Contractor must be licensed and bonded in the State of Maryland. All work shall be in compliance with applicable federal, state, local, EPA codes and regulations.

The Contractors date of incorporation/organization must be more than 5 years before the date of release of this Bid Document.

4.7 REFERENCES

Bidder shall provide five (5) current commercial business references (see Attachment C Reference Check Form) Requirements for each reference is that Bidder must be primary contractor (no subcontracting), reference must be of comparable size and services in which similar services have been provided preferably to a local, county, state or federal government, a major housing development, college campus or business park.

Bidder must be the primary contractor for each reference provided, no subcontracted work shall be considered as a reference for this IFB.

Bidder shall have a well-established reputation with a minimum of five (5) consecutive years in landscape installation similar to services specified in this Invitation to Bid.

4.8 LICENSE REQUIREMENTS

Contractor must be licensed and bonded in the State of Maryland.

FURNISH AND PLANT TREES AND SHRUBS

Contractor and technicians shall hold a Maryland Department of Agriculture Pesticide Business License with certification in Categories 3A (Ornamental Exterior) and 6 (Right of Way).

Contractor shall have a current Maryland Department of Natural Resources License Tree Expert Certificate.

Contractor shall be a current Maryland Department of Natural Resources Licensed Nursery and/or Plant Dealer.

Contractor shall provide a copy of the above referenced licenses with the bid submittal. If awarded, the Contractor's licenses shall be maintained in a current status throughout the term of the contract.

4.9 EMPLOYEES

Contractor must perform work using properly trained, skilled individuals supervised and directly employed by the Contractor. Employees of the Contractor must be in uniform that clearly identify the contractor's name and display a neat and clean appearance. All employees must be pleasant and courteous to the public and City staff during all work.

At all times, the contractor shall provide properly trained and experienced crews led by one English speaking supervisor using best skills and attention, and shall be solely responsible for all methods, techniques, procedures, and for coordinating all portions of the work under this contract.

The employer must establish a written safety and health policy and provide training materials in a language and at a literacy level that all employees can understand.

Contractor and his employees, while on City property, must comply with the Maryland Occupational Safety and Health Act (MOSHA) of 1973 and any amendment thereof.

Contractor shall enforce strict discipline, respectable behavior and good order among its employees and shall not employ any unfit person or anyone not skilled in the task assigned to him. If any person employed on the contract by the Contractor shall appear to the City to be incompetent or to act in a disorderly or improper manner, such person shall be removed immediately upon request by the Contract Administrator and shall not again be re-employed on City contract. Contractor shall be responsible to the City for the acts and omissions of its employees.

4.10 ACCIDENT PREVENTION AND PROTECTION OF CITY PROPERTY AND OCCUPANTS

Safety precautions shall be exercised at all times for the protection of persons and property. All Contractors performing services under this contract shall conform to all relevant OSHA, State, County, and City regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible Contractor. Barricades and/or signage shall be provided by the Contractor when work is performed in areas traversed by persons, or when deemed necessary by the Contract Administrator.

4.11 SAFETY AND CLEANLINESS

Contractor shall provide for a neat, clean, and safe environment at all times during all work. Vehicles and all other equipment utilized on the contract must be in proper working order and present a neat, clean appearance.

FURNISH AND PLANT TREES AND SHRUBS

Any fluid spills or spoils generated from equipment operations or maintenance are the sole responsibility of the contractor and must be handled according to all applicable regulations. All spills shall be cleaned up and damage repaired at the cost of the contractor.

Whenever the Contractor leaves a location, that location shall be clean, safe, and free of any equipment and other materials related the work.

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

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

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

Contractor shall assume full responsibility for any and all damages or claims for damage, for injury to persons, property, and equipment, which might result from any services performed under this contract.

It is the responsibility of the contractor to bring all hazardous situations to the immediate attention of the Contract Administrator.

4.12 TRAFFIC CONTROL

Contractor shall be responsible for coordinating with the City of Rockville Police Department any traffic control measures. The contractor shall be solely responsible for pedestrian and vehicular safety and control within the workday, and shall provide all necessary warning devices, barricades, and ground personnel needed to give safety, protection, and warning to all persons and vehicles in the work area. Blocking of public streets shall not be permitted without written consent of the City police department.

Contractor must comply with any and all Maryland State Highway Safety Regulations (Work Zone Traffic Control – Standards & Guidelines) concerning traffic flow. The Contractor will be held liable for all accidents or injuries resulting from negligence on the part of the Contractor, his agents, or employees.

While working on State, County, or City roadways, the area must be posted with warning signs and employees must wear Class II safety vests.

4.13 DEFICIENCIES IN WORK

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the Contract Administrator. The contractor shall bear all costs of correcting such rejected work. If the contractor fails to correct the work within the period specified the City may, at its discretion, notify the contractor, in writing, that the contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the City within three (3)

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calendar days of receipt of the notice. If the contractor fails to correct the work within the period specified in the notice, the City shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the contractor for these costs; either through a deduction from the final payment owed to the contractor or through invoicing. If the contractor fails to honor this invoice or credit memo, the City may terminate the contract for default.

The contractor shall be responsible for all repairs and/or replacement of turf and plant materials damaged by its employees or equipment during performance of maintenance duties. The Contract Administrator will determine the degree of damage and extent of responsibility. The City shall replace plant material and the cost incurred shall be charged to the contractor and deducted from the contractor's invoice, and replacement will occur during the first planting season after damage occurs.

The contractor shall promptly report any unusual conditions to the Contract Administrator. This shall include, but not limited to damage to City, County or State property, trees, shrubs, unauthorized occupancy, etc., resulting from vehicular damage, storm damage, deer, beaver or any other damage by wildlife, insect, disease, or vandalism.

Damage by the Contractor to any person or property, public or private, shall be repaired and /or compensated by the Contractor, at no cost to the City, shall be to the satisfaction of the injured party and the City of Rockville. All damages or injuries shall be reported to the Contract Administrator, in writing, within twenty-four (24) hours of occurrence.

4.14 EXISTING UTILITIES

Contractor shall be responsible for locating all existing underground utilities in the work area and if in conflict with the proposed scope of work, seek acceptable modifications after consultation with the Contract Administrator.

4.15 LABOR, MATERIALS AND EQUIPMENT

Contractor shall furnish all labor, material, and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials shall be of a suitable type and grade for the purpose.

Contractor's equipment shall be of commercial quality, size and type suitable for the tasks specified in the requirements of this bid. All equipment and vehicles shall be kept and maintained in safe, optimum operation condition without leaking fuel or fluids. Contractor's vehicles used in the execution of this contract shall have the company name and and/or logo prominently displayed on both sides of the vehicle and be clean, maintained and painted to present a neat, professional appearance. In addition, all vehicles and equipment used at the job site shall be in proper working order and meet all current local, state and federal safety requirements.

The City reserves the right to inspect the Contractor's material, workmanship and equipment at any time and to perform such investigations as may be deemed necessary.

4.16 FREIGHT/TRANSPORTATION

Prices shall be quoted FOB Destination: City of Rockville, Rockville, MD 20850. Vendor shall be responsible for off-loading shipments from delivery truck(s). Bids other than FOB Destination shall be considered non-responsive and shall be rejected.

4.17 STORAGE

No materials or equipment shall be stored at any of the City facilities or on City property.

4.18 SALES/DELIVERY TICKETS

Orders placed under this contract shall be supported by the Contractor's sales/delivery ticket. The Contractor's Sales/Delivery Ticket shall contain the following information:

Contractor's name
 Purchase Order Number
 Date of Purchase
 Itemized list of materials
 Quantity, unit price and extension of each item, and total

In all instances, the Contractor will prepare a Sales/Delivery ticket when delivery and installation is made by the Contractor.

4.19 ACCEPTANCE AND PAYMENT

The Contract Administrator shall inspect all work for conformance to specified size, character and quality and acceptance upon request of the Contractor. The request must be received by the Contract Administrator prior to the anticipated completion date.

Any replacements or punch list items deemed necessary by the Contract Administrator must take place within thirty (30) days of notification. Final acceptance shall be made when all corrections are completed.

All invoices must reference the Purchase Order. Vendor shall be responsible for clearly identifying all items on all invoices by using descriptive words.

Payment shall be made upon final inspection and acceptance of the work by the Contract Administrator. Payment shall not be made for any material in any given delivery or shipment until the material has been properly accounted for, both as to quantity and to compliance with the specifications, and acceptance by the Contract Administrator.

Prices/discounts shall not include Federal, State or Local taxes. The City's tax exemption certificates will be issued at time of award.

Invoices should be sent to:

City of Rockville
 Parks and Facilities
 Attn: Alex Kramer, Parks and Facilities Administrative Manager
 14625 Rothgeb Drive
 Rockville, Maryland 20850-2364
 Phone: (240) 314-8712
 Fax: (240) 314-8719
akramer@rockvillemd.gov

4.20 FAILURE TO COMPLY

In the event the contractor fails to comply with the terms and conditions of the contract the City reserves the right to cancel. Failure to comply can include, but is not limited to:

- Failing to commence work when notified
- Abandoning the work. Visual inspection by the Contract Administrator will serve as evidence of abandonment
- Subcontracting any part of work

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- Receiving two (2) written warnings of non-compliance during a twelve (12) month period of unsatisfactory work, as determined by the Contract Administrator. Warnings may be issued for **any** violation of the terms of this contract
- Failing to adhere to the required specifications

4.21 ADDITIONS AND DELETIONS

The City reserves the right to increase or decrease the number locations.

While the City has listed all major services on the bid solicitation there may be ancillary services that may be purchased by the City during the term of this contract. Under these circumstances, the Contract Administrator or City representative will contact the Contractor to obtain a price quote for the ancillary services.

4.22 CONTRACT ADMINISTRATORS

Questions regarding the contract after award shall be referred to the Contract Administrators:

Rob Orndorff, Horticulturist

14625 Rothgeb Drive

Rockville, Maryland 20850

Telephone: 240-314-8707

Email: rorndorff@rockvillemd.gov

Jessica Corazza, Parks Maintenance Specialist

14625 Rothgeb Drive

Rockville, Maryland 20850

Telephone: 240-314-8706

Email: jcorazza@rockvillemd.gov

4.23 TECHNICAL DEFINITIONS

1. **Container plant**: Plants that are grown in and/or are currently in a container.
2. **Defective plant**: Any plant that fails to meet the plant quality requirement of this specification.
3. **End of Warranty Final Acceptance**: The date when the Contract Administrator accepts that the plants and work in this section meet all the requirements of the warranty.
4. **Field grown trees (B&B)**: Trees growing in field soil for at least 12 months prior to harvest.
5. **Healthy**: Plants that are growing in a condition that expresses leaf size, crown density, color; and with annual growth rates typical of the species and cultivar's horticultural description, adjusted for the planting site soil, drainage and weather conditions.
6. **Kinked root**: A root within the root package that bends more than 90 degrees.
7. **Maintenance**: Actions that preserve the health of plants after installation and as defined in this specification.
8. **Maintenance period**: The time period, as defined in this specification, which the Contractor is to provide maintenance.
9. **Reasonable and reasonably**: When used in this specification relative to plant quality, it is intended to mean that the conditions cited will not affect the establishment or long-term stability, health or growth of the plant. This specification recognizes that it is not possible to produce plants free of all defects, but that some accepted industry protocols and standards result in plants unacceptable to this project.
When reasonable or reasonably is used in relation to other issues such as weeds, diseased, insects, it shall mean at levels low enough that no treatment would be required when applying recognized Integrated Plant Management practices.
This specification recognizes that some decisions cannot be totally based on measured findings and that professional judgment is required. In cases of differing opinion, the Contract Administrator expert shall determine when conditions are judged as reasonable.
10. **Root ball**: The mass of roots including any soil or substrate that is shipped with the tree within the root ball package.
11. **Root ball package**: The material that surrounds the root ball during shipping. The root package may include the material in which the plant was grown, or new packaging placed around the root ball for shipping.

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12. Root collar (root crown, root flare, trunk flare, flare): The region at the base of the trunk where the majority of the structural roots join the plant stem, usually at or near ground level.
13. Shrub: Woody plants with mature height approximately less than 15 feet.
14. Spade harvested and transplanted: Field grown trees that are mechanically harvested and immediately transplanted to the final growing site without being removed from the digging machine.
15. Stem: The trunk of the tree.
16. Stem girdling root: Any root more than ¼ inch diameter currently touching the trunk, or with the potential to touch the trunk, above the root collar approximately tangent to the trunk circumference or circling the trunk. Roots shall be considered as Stem Girdling that have, or are likely to have in the future, root to trunk bark contact.
17. Structural root: One of the largest roots emerging from the root collar.
18. Tree: Single and multi-stemmed plants with mature height approximately greater than 15 feet.

4.24 PLANT MATERIAL

All plants shall be wholesome, live, healthy and vigorous, free from plant diseases, insect pests and their eggs, and shall have healthy, normal top growth and root systems. Plants shall be nursery-grown stock and freshly dug. No heeled-in, cold storage, or collected stock shall be accepted.

All plants shall be balled and burlap unless otherwise specified, and subject to inspection by the Contract Administrator for species, size, color, quantity, and quality.

Plants should be locally grown. Plants cut back from larger grades to meet requirements of this specification are not acceptable.

All plant material shall be in accordance with the AmericanHort: American Standard for Nursery Stock No. Z60.1-2014, USDA NRCS, and Manual of Woody Landscape Plants; Michael A. Dirr; Stipes Publishing, Champaign, Illinois; most current edition.

A copy of the State Department of Agriculture Nursery Inspection Certification must be included from the nursery that supplied the plant material.

It is the responsibility of the Contractor to be familiar with the local growing conditions, and if any specified plants will be in conflict with these conditions. Report any potential conflicts to the Contract Administrator.

All non-container grown plant material shall have been transplanted or root-pruned at least once in the past three (3) years.

Protect materials from deterioration during delivery and storage. Adequately protect plants from drying out, exposure of roots to sun, wind or extremes of heat and cold temperatures. If planting is delayed more than 24 hours after delivery, set plants in a location protected from sun and wind. Provide adequate water to the root ball package during the shipping and storage period.

All plant materials must be available for observation prior to planting.

Using a soil moisture meter, periodically check the soil moisture in the root balls of all plants to assure that the plants are being adequately watered. Volumetric soil moisture shall be maintained above wilting point and below field capacity for the root ball substrate or soil.

The Contract Administrator or Contractor shall approve the duration, method and location of storage of plants.

4.25 PLANT PROTECTION AND HANDLING

Always handle all plants so that roots are adequately protected from the sun or drying winds. Plants shall be rejected if tops or roots have been allowed to dry out or if rootballs are broken or abused. No plants shall be accepted if they have been moved by the trunk or top. All materials shall be moved by the rootball or container using proper methods.

Plant material that cannot be installed immediately shall be stored in a sheltered environment. Rootballs shall be covered with soil, decomposed wood chips, peat moss or other approved cover and thoroughly watered until planted. Provide adequate protection from the wind to prevent rocking and loosening the rootball.

Do not bind plants with wire or rope at any time to avoid damage the bark or branches.

Contractor shall provide protective covering over all plants during transporting.

4.26 PLANT QUALITY

A. Plant quality above the soil line

Plants shall be healthy with the color, shape, size and distribution of trunk, stems, branches, buds and leaves normal to the plant type specified. Tree quality above the soil line shall comply with the following:

1. Crown: The form and density of the crown shall be typical for a young specimen of the species or cultivar pruned to a central and dominant leader.
 - a. Crown specifications do not apply to plants that have been specifically trained in the nursery as topiary, espalier, multi-stem, clump, or unique selections such as contorted or weeping cultivars.
2. Leaves: The size, color, and appearance of leaves shall be typical for the time of year and stage of growth of the species or cultivar. Trees shall not show signs of prolonged moisture stress or over watering as indicated by wilted, shriveled, or dead leaves.
3. Branches: Shoot growth (length and diameter) throughout the crown should be appropriate for the age and size of the species or cultivar. Trees shall not have dead, diseased, broken, distorted, or otherwise injured branches.
 - a. Main branches shall be distributed along the central leader not clustered together. They shall form a balanced crown appropriate for the cultivar/species.
 - b. Branch diameter shall be no larger than two-thirds (one-half is preferred) the diameter of the central leader measured 1 inch above the branch union.
 - c. The attachment of the largest branches (scaffold branches) shall be free of included bark.
4. Trunk: The tree trunk shall be relatively straight, vertical, and free of wounds that penetrate to the wood (properly made pruning cuts, closed or not, are acceptable and are not considered wounds), sunburned areas, conks (fungal fruiting bodies), wood cracks, sap leakage, signs of boring insects, galls, cankers, girdling ties, or lesions (mechanical injury).
5. Temporary branches, unless otherwise specified, can be present along the lower trunk below the lowest main (scaffold) branch, particularly for trees less than 1 inch in caliper. These branches should be no greater than 3/8-inch diameter. Clear trunk should be no more than 40% of the total height of the tree.
6. Trees shall have one central leader. If the leader was headed, a new leader (with a live terminal bud) at least one-half the diameter of the pruning cut shall be present.

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7. All graft unions, where applicable, shall be completely closed without visible sign of graft rejection. All grafts shall be visible above the soil line.
8. Trunk caliper and taper shall be sufficient so that the lower five feet of the trunk remains vertical without a stake.
9. All trees shall be a minimum of 2 ½ inch caliper, unless otherwise specified, measured six (6) inches above the root flare. All plants must be “specimen quality”.
10. No V-shaped crotches shall exist on any limbs. Limbs shall be spaced ten (10) to twelve (12) inches apart.
11. Unless otherwise noted, trees shall have straight trunks with a single leader, well branched, intact, undamaged, and uncut. All old abrasions and cuts must be completely callused over.
12. Measure all trees when their branches are in their normal position. Height and spread dimensions specified refer to the main body of the plant and not from branch or root tip to tip.
13. All large canopy street trees will have six (6) feet of clear trunk to the first branch. Smaller trees shall have a clear trunk of 4 feet so that the crown of the tree is in good balance with the trunk.
14. Where symmetry is required, match the surrounding plant sizes as closely as possible. All newly planted trees planted in a continuous line must be branched and of the same height as to match.

B. Plant quality at or below the soil line

Plant roots shall be normal to the plant type specified. Root observations shall take place without impacting tree health. Root quality at or below the soil line shall comply with the following:

1. The roots shall be reasonably free of scrapes, broken or split wood.
2. The root system shall be reasonably free of injury from biotic (e.g., insects and pathogens) and abiotic (e.g., herbicide toxicity and salt injury) agents. Wounds resulting from root pruning used to produce a high-quality root system are not considered injuries.
3. A minimum of three structural roots reasonably distributed around the trunk (not clustered on one side) shall be found in each plant. Root distribution shall be uniform throughout the root ball, and growth shall be appropriate for the species.
 - a. Plants with structural roots on only one side of the trunk (J roots) shall be rejected.
4. The root collar shall be within the upper 2 inches of the substrate/soil. Two structural roots shall reach the side of the root ball near the top surface of the root ball. The grower may request a modification to this requirement for species with roots that rapidly descend, provided that the grower removes all stem girdling roots above the structural roots across the top of the root ball.
5. The root system shall be reasonably free of stem girdling roots over the root collar or kinked roots from nursery production practices.
6. At time of observations and delivery, the root ball shall be moist throughout. Roots shall not show signs of excess soil moisture conditions as indicated by stunted, discolored, distorted, or dead roots.

4.27 ROOT BALL PACKAGE

The following root ball packages are permitted. Specific root ball packages shall be required where indicated on the plant list or in this specification. Any type of root ball packages that is not specifically defined in this specification shall not be permitted. Plants with synthetic burlap or nylon-type burlap shall not be accepted.

A. Balled and burlapped plants

1. All balled and burlapped plants shall be field grown, and the root ball packaged in a burlap and twine and/or burlap and wire basket package. All balled and

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burlapped plants shall meet ANSI Z60.1 requirements with regard to minimum height, minimum rootball diameter and minimum rootball depth, etc for each size and type of tree.

2. Plants shall be harvested with the following modifications to standard nursery practices.
 - a. Prior to digging any tree that fails to meet the requirement for maximum soil and roots above the root collar, carefully remove the soil from the top of the root ball of each plant, using hand tools, water or an air spade, to locate the root collar and attain the soil depth over the structural roots requirements. Remove all stem girdling roots above the root collar. Care must be exercised not to damage the surface of the root collar and the top of the structural roots.
 - b. Trees shall be dug for a minimum of 4 weeks and a maximum of 52 weeks prior to shipping. Trees dug 4 to 52 weeks prior to shipping are defined as hardened-off. Digging is defined as cutting all roots and lifting the tree out of the ground and either moving it to a new location in the nursery or placing it back into the same hole. Trees that are stored out of the ground shall be placed in a holding area protected from extremes of wind and sun with the root ball protected by covering with mulch or straw and irrigated sufficiently to keep moisture in the root ball above wilt point and below saturation
 - c. If wire baskets are used to support the root ball, a "low profile" basket shall be used. A low profile basket is defined as having the top of the highest loops on the basket no less than 4 inches and no greater than 8 inches below the shoulder of the root ball package.
3. At nurseries where sandy soils prevent the use of "low profile baskets", baskets that support the entire root ball, including the top, are allowable.
 - a. Twine and burlap used for wrapping the root ball package shall be natural, biodegradable material. If the burlap decomposes after digging the tree then the root ball shall be re-wrapped prior to shipping if roots have not yet grown to keep root ball intact during shipping.
4. Tree species when harvested at a size greater than 2.5 inches in caliper shall be root-pruned a minimum of 12 months before digging in the nursery. All root pruning and hardening off procedures shall be accomplished utilizing accepted horticultural practices.

B. Spade harvested and transplanted

1. Spade Harvested and Transplanted Plants shall meet all the requirements for field grown trees. Root ball diameters shall be of similar size as the ANSI Z60.1 requirements for Balled and Burlapped plants.
2. Trees shall be harvested prior to leafing out (bud break) in the spring or during the fall planting period.
3. Trees shall be moved and planted within 48 hours of the initial harvesting and shall remain in the spade machine until planted.

C. Container plants

1. Container plants may be permitted only when approved by the Contract Administrator.
2. Plants shall be established and well rooted in removable containers.
3. Container class size shall conform to ANSI Z60.1 for container plants for each size and type of plant.
4. Container grown material shall be No. 3 container eighteen (18) to twenty-four (24) inches tall unless otherwise specified, and with a well-established root system able to hold earth intact without being root-bound.

D. Bare root plants

1. Harvest bare root plants while the plant is dormant and a minimum of 4 weeks prior to leaf out (bud break).

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2. The root spread dimensions of the harvested plants shall conform to ANSI Z60.1 for nursery grown bare root plants for each size and type of plant. Just prior to shipping to the job site, dip the root system into a slurry of hydrogel (cross linked polyacrylamide) and water mixed at a rate of 15 oz. of hydrogel in 25 gallons of water. Do not shake off the excess hydrogel. Place the root system in a pleated black plastic bag and tie the bag snugly around the trunk. Bundle and tie the upper branches together.
3. Keep the trees in a cool dark space for storage and delivery. If daytime outside temperatures exceeds 70 degrees F, utilize a refrigerated storage area with temperature between 35 and 50 degrees.
4. Where possible, plan time of planting to be before bud break. For trees to be planted after bud break, place the trees before bud break in an irrigated bed of pea gravel.
 - a. The pea gravel bed shall be 18 inches deep over a sheet of plastic.
 - b. Space trees to allow the unbundled branches to grow without shading each other.
 - c. Once stored in pea gravel, allow the trees sufficient time for the new root system to flush and spring growth of leaves to fully develop before planting.
 - d. Pea gravel stored trees may be kept for up to one growing season.
 - e. Pea gravel stored trees shall be dipped, packaged and shipped similar to the requirements for freshly dug bare root trees above.

E. In-ground fabric bag grown

1. In-ground fabric container plants may be permitted only when approved by Contract Administrator.
2. Provide plants established and well rooted.

4.28 PLANT MATERIAL SUBSTITUTIONS AND PRICING

Substitutions are not permitted without written permission of the Contract Administrator.

Contractor must submit all requests for substitutions of plant material to the Contract Administrator in writing, for approval, prior to purchasing the proposed substitution. Request for substitution shall be accompanied with a list of nurseries contacted in the search for the required plant material and a record of other attempts to locate the required material. Requests shall also include sources of plants found that may be of a smaller or larger size, or a different shape or habit than specified, or plants of the same genus and species but different cultivar origin, or which may otherwise not meet the requirements of the specifications, but which may be available for substitution.

Plants larger than specified may be used, if without additional cost and if approved by the Contract Administrator.

4.29 SITE CONDITIONS

The Contract Administrator will mark planting locations. On municipal rights-of-way, the curb will be marked with a white arrow at each address to designate the planting location. In parks and at facilities the planting locations will be marked with a stake. There shall be no deviation from the designated planting location without the approval of the Contract Administrator.

Contractor shall be aware of all surface and sub-surface conditions, and to notify the Contract Administrator any circumstances that would negatively impact the health of plantings.

The Contractor shall contact "Miss Utility" at 1-800-257-7777 for locations of utilities prior to all digging or excavation. Location of all utilities affecting the planting of material shall be determined in the field before digging begins. The Contractor is not allowed to deviate from

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the designated planting location. If underground utilities or other obstructions are encountered in the excavation of the planting areas or pits the Contractor must contact the Contract Administrator who will select another location (see General Conditions and Instructions to Bidders page 12, #51).

Should subsurface drainage or soil conditions be encountered which would be detrimental to growth or survival of plant material, the Contractor shall notify the Contract Administrator stating the conditions.

Should the stump from a recently removed tree be encountered due to shallow or inadequate grinding the Contractor shall notify the Contract Administrator and the City will have the stump removed.

Should subsurface roots be encountered it shall be the responsibility of the Contractor to remove the roots to enable the proper planting of the tree.

Do not proceed with work until unsatisfactory conditions have been corrected.

Contractor shall notify the Contract Administrator, one (1) week prior to planting, the addresses and locations of all individual trees intended to be planted.

No planting shall take place during extremely hot, dry, windy or freezing weather.

It shall be the responsibility of the Contractor to remove sod, weeds, excess soil, rocks, old roots, etc. for all bed outlines and planting pits prior to planting and mulching.

4.30 EXCAVATION

Excavation of the planting space: Using hand tools or tracked mini-excavator, excavate the planting hole into the planting soil to the depth of the root ball measured after any root ball modification to correct root problems, and wide enough for working room around the root ball.

For trees and shrubs planted in soil areas that are NOT tilled or otherwise modified to a depth of at least 12 inches over a distance of more than 10 feet radius from each tree, or 5 feet radius from each shrub, the soil around the root ball shall be loosened.

The area of loosening shall be a minimum of 2 times the diameter of the root ball at the surface sloping to 2 times the diameter of the root ball at the depth of the root ball.

Loosening is defined as digging into the soil and turning the soil to reduce the compaction. The soil does not have to be removed from the hole, just dug, lifted and turned. Lifting and turning may be accomplished with a tracked mini excavator, or hand shovels.

4.31 PLANTING PROCEDURES

The size of all planting holes shall be twice the diameter of the rootball. The bottom of all planting pits shall contain an undisturbed crown. All sod from the planting area shall be removed and disposed off-site by the Contractor. (See Attachment A-11 and A-12 – Planting Detail Specifications.)

Plants shall be positioned in the planting pit straight and plumb in the approved locations. If an auger is used to dig the hole the hole must be expanded by hand digging leaving the crown in the bottom of the hole undisturbed.

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Plants shall not be planted deeper than they were grown in their former location after settling. The root flare shall be exposed and leveled with existing grade and no soil shall be left covering the root flare.

Remove all nursery stakes (bamboo, metal, plastic, etc.) entirely from the rootball. Cut-off or broken stakes will not be accepted.

Planting soil shall be carefully tamped under and around the base of the rootball to prevent voids. All burlap, rope, wires, etc., shall be removed from the top one third (1/3). The top one third (1/3) of all wire baskets are to be removed completely after plant has been placed in the planting pit.

All plants shall be backfilled with existing soil which has been incorporated with a 10-10-10 fertilizer, tamped to one-half (1/2) depth of pit, thoroughly watered, and puddled before bringing backfill up to proper grade. After planting has been completed the pit shall again be flooded so that the backfill is thoroughly saturated and settled.

Actual planting shall be performed during those periods when weather and soil conditions are suitable in accordance with locally accepted horticultural practices.

Do not install plants into saturated or frozen soils. Do not install plants during inclement weather, such as rain or snow or during extremely hot, cold or windy conditions.

All trees and shrubs are to be thoroughly watered at the time of planting.

Mulch shall be applied to a depth of two (2) inches with no mulch in contact with the base of the tree. In shrub beds; mulching shall include the entire bed, not just the individual plants. Only clean shredded hardwood bark mulch will be accepted. Less than 10% the total order will shrub beds.

When plantings are located on tree lawns of five (5) feet or less (between the edge of the sidewalk and /or street) the planting area is to be squared off such that the edge of the planting area is perpendicular to the curb and sidewalk edge. Debris is to be removed and disposed of by the Contractor.

The Contract Administrator may observe the planting at any time. They may remove samples of materials for conformity to specifications. Rejected materials shall be immediately removed from the site and replaced at the Contractor's expense. The cost of testing materials not meeting specifications shall be paid by the Contractor.

The Contract Administrator shall be informed of the progress of the planting so the work may be observed at the following key times in the installation process. The Contract Administrator shall be afforded sufficient time to schedule visit to the site. Failure of the Contract Administrator to make field observations shall not relieve the Contractor from meeting all the requirements of this specification.

4.32 POST-PLANTING PROCEDURES

A. Balled and burlapped plants (See Attachment A-11 and A-12 – Planting Detail Specifications.)

1. Remove all twine and burlap from the top 1/3 of the root ball. Cut the burlap away; do not fold down onto the planting soil.
2. If the plant is shipped with a wire basket that does not meet the requirements of a “low rise” basket, remove the top 6 - 8 inches of the basket wires just before the final backfilling of the tree.

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3. Earth root balls shall be kept intact except for any modifications required by the Contract Administrator to make root package comply with the requirements.
- B. Spade harvested and transplanted
1. After installing the tree, loosen the soil along the seam between the root ball and the surrounding soil out to a radius from the root ball edge equal to the diameter of the root ball to a depth of 8 - 10 inches by hand digging to disturb the soil interface.
 2. Fill any gaps below this level with loose soil.
- C. Container plants (See Attachment A – Root ball shaving container detail)
1. Remove the container.
 2. Perform root ball shaving.
 3. Remove all roots and substrate above the root collar and the main structural roots per root correction details so root system conforms to root observations detail.
 4. Remove all substrate at the bottom of the root ball that does not contain roots.
 5. Using a hose, power washer or air excavation device, wash out the substrate from around the trunk and top of the remaining root ball and find and remove all stem girdling roots within the root ball above the top of the structural roots.
- D. Bare root plants
1. Dig the planting hole to the diameter of the spread of the roots to a depth in the center that maintains the root collar at the elevation of the surrounding finished grade and slightly deeper along the edges of the hole.
 2. Spread all roots out radial to the trunk in the prepared hole making the hole wider where needed to accommodate long roots. Root tips shall be directed away from the trunk. Prune any broken roots removing the least amount of tissue possible.
 3. Maintain the trunk plumb while backfilling soil around the roots.
 4. Lightly tamp the soil around the roots to eliminate voids and reduce settlement
- E. Straightening Plants
1. Maintain all plants in a plumb position throughout the warranty period. Straighten all trees that move out of plumb including those not staked. Plants to be straightened shall be excavated and the root ball moved to a plumb position, and then re-backfilled.
 2. Do not straighten plants by pulling the trunk with guys
- F. Tree Bark Protector (See Attachment A-15 – Protection Detail Specifications)
1. Tree bark protectors shall be black extruded resin mesh, 4 inches in diameter, 5 feet long. As manufactured by Industrial Netting, Minneapolis, MN, USA or approved equal.
 2. Fasten the split side of the tree bark protector together in three places with black plastic tape.

4.33 PRUNING

At time of planting remove only dead, broken, or crossing branches and suckers from all trees. Annual pruning shall occur at the end of the first and second year for the purpose of removing dead, broken, crossing, or low branches, and suckers. Pruning shall comply with the general standards set by the State of Maryland, City of Rockville, and ANSI A-300 Pruning Standards, current version. Use only clean, sharp tools.

Pruning of large trees shall be done using pole pruners or if needed, from a ladder or hydraulic lift to gain access to the top of the tree. Do not climb in newly planted trees. Small trees can be structurally pruned by laying them over before planting. Pruning may also be performed at the nursery prior to shipping.

All trimmings generated by the contractor's work will be removed on the same day from the site and disposed of at a legal disposal site at the Contractor's expense.

4.34 TREE STAKING AND GUYING

Should trees require additional support, a method of staking and guying, approved by the Contract Administrator, shall be employed. All materials used for staking and guying shall be removed after six months by the contractor, at the contractor's expense. Tree guying to be flat woven polypropylene material, 3/4 inch wide, and 900 lb. break strength. Color to be Green. Stakes shall be oak stakes free of knots and of diameters and lengths appropriate to the size of plant as required to adequately support the plant. (See Attachment A-11 and A-12 – Planting Detail Specifications).

4.35 PLANT BED FINISHING AND CLEAN UP

After planting, smooth out all grades between plants before mulching.

Separate the edges of planting beds/pits and lawn areas with a smooth, formed edge cut into the turf with the bed mulch level slightly lower, 1 and 2 inches, than the adjacent turf sod or as directed by the Contract Administrator.

Once installation is complete, wash, blow and/or sweep all soil from pavements and other structures. Ensure that mulch is confined to planting beds/pits and that all tags and flagging tape are removed from the site.

Make all repairs to grades, ruts, and damage by the plant installer to the work or other work at the site.

Soil, branches, binding and wrapping material, rejected plants, or other debris resulting from any tree planting shall be promptly cleaned up and removed. The work area shall be kept safe and neat at all times until the cleanup operation is completed. Under no condition shall the accumulation of soil, branches, or other debris be allowed upon a public property in such a manner as to result in a public hazard.

4.36 MAINTENANCE OF TREES AND SHRUBS

Maintenance shall consist of pruning, watering, cultivating, mulching, resetting of plants to proper grades or upright position, removal of stakes, and furnishing and applying pesticide as necessary to keep plants free of insects and disease throughout the two (2) year warranty period.

All trees and shrubs are to be thoroughly watered at the time of planting and once every ten (10) days for a 30-day period thereafter. At the beginning of each watering cycle the Contractor must contact the Contract Administrator. Additional watering necessary for plant survival during the two (2) year warranty period is the responsibility of the Contractor.

The Contractor shall supply water at their expense.

The Contractor shall provide all necessary maintenance to assure that trees and shrubs are healthy and thriving at the end of the warranty period. It shall be the Contractor's responsibility to provide protection for all trees and shrubs that could be damaged by insect, disease and wildlife.

The Contractor shall maintain a detailed log of all maintenance activities including types of tasks, date of task, types and quantities of materials and products used, watering times and amounts.

The Contractor shall periodically review the logs with the Contract Administrator and submit a copy of the logs at the end of each year of the maintenance agreement.

The Contractor shall meet with the Contract Administrator a minimum of three times a year to review the progress and discuss any changes that are needed in the maintenance program.

At the end of the warranty period, Contractor shall:

1. Attend a hand over meeting to formally transfer the responsibilities of maintenance to the Contract Administrator.
2. Provide all information on past maintenance activities and provide a list of critical tasks that will be needed over the next 12 months.
3. Provide all maintenance logs.

INVITATION FOR BIDS #19-23

FURNISH AND PLANT TREES AND SHRUBS

SECTION V: BID PRICING FORM

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE BID SUBMITTAL. FAILURE TO SUBMIT THIS FORM SHALL DEEM THE BIDDER NON-RESPONSIVE.

IN ACCORDANCE WITH ALL TERMS, SPECIFICATIONS AND REQUIREMENTS, WE PROPOSE TO FURNISH ALL LABOR, EQUIPMENT, MATERIALS AND SERVICES AND THE PERFORMANCE OF ALL WORK NECESSARY FOR THE PROJECT. PROVIDE PRICING BELOW TO INCLUDE OVERHEAD, PROFIT, TAXES, INSURANCE AND OTHER APPLICABLE FEES AND COSTS. ALTERATIONS TO THIS FORM OR BID ALTERNATES (UNLESS OTHERWISE SPECIFIED) ARE NOT ACCEPTABLE. LINE ITEMS LEFT BLANK OR MARKED "\$0" SHALL DEEM THIS BID NON-RESPONSIVE.

GRAND TOTAL* \$ _____*

GRAND TOTAL IN WORDS _____

_____ (\$ _____)

*Totals from Attachment D- Price Page (EXCEL fillable spreadsheet, posted separately)

MATERIALS

Materials Mark-up _____%
(For plant material not listed above - contractor shall provide plant material cost sheets)

RETURN THIS PAGE WITH BID

BIDDER NAME

QUESTIONNAIRE

ADDENDA

Acknowledgment is hereby made of the following Addenda, if any, (identified by number) received since issuance of this bid: _____

INSURANCE

If awarded, Contractor will be required to submit a certificate of insurance including endorsements and a waiver of subrogation in accordance with the City of Rockville’s Insurance Requirements. Confirm that you have read the Insurance Requirements and that your firm will be able to submit the certificate of insurance, waiver of subrogation and endorsement documents as specified.

 YES **NO**

WARRANTY AND MAINTENANCE REQUIREMENTS

The warranty period for trees and shrubs shall be two (2) years from the date of final acceptance of all plants installed during a growing season by the Contract Administrator. Contractor guarantees that all plant material installed shall be in good health and in flourishing condition at the end of two (2) years from the date of acceptance by the Contract Administrator. The Contract Administrator shall make the final determination if plants meet these specifications. Confirm that you have read the warranty and maintenance requirements and that your firm will be able to fulfill warranty and maintenance requirements as specified in section 4.3 WARRANTY, REPLACEMENT AND FINAL ACCEPTANCE.

 YES **NO**

W-9 FORM REQUIRED

Each bidder shall submit a completed W-9 form with their quote. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

EXCEPTIONS

All exceptions taken to the specifications contained in this document must be clearly indicated in the space provided below. Unless noted as an exception, the bidder will be held responsible for providing each component or standard called for.

The City Manager for the City of Rockville, Maryland retains the exclusive right to approve or reject any exception taken to the specifications contained in this bid. It is hereby agreed that if this bid is rejected due to an exception taken to a specification by the bidder, the rejection taken will be final and no further action may be taken.

Do you claim an exception to any specification to this bid? If yes, please explain.

EMERGENCY CONTACT NAME: _____

PHONE: _____ **FAX:** _____

E-MAIL ADDRESS: _____

EMERGENCY SERVICE (24hr.) PHONE: _____

OFFERORS ARE RESPONSIBLE FOR THE TIMELY RETURN OF THIS BID.
BIDS ARE DUE ON TUESDAY, MARCH 28, 2023, BY 2PM (ET)

RETURN THIS PAGE WITH BID

BIDDER NAME

A T T A C H M E N T A
A F F I D A V I T

I hereby affirm that: I am the _____ and the duly authorized representative of the firm of _____ 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.

I further affirm:

**AFFIDAVIT OF QUALIFICATION TO
CONTRACT WITH A PUBLIC BODY**

1. Except as described in Paragraph 2 below, neither I nor the above firm no, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. _____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded and take any other appropriate action.

A T T A C H M E N T A
A F F I D A V I T - c o n t i n u e d

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Signature and

Title _____

Date _____

ATTACHMENT B
CONTRACTOR'S INFORMATION REPORT/REFERENCES

In order to be considered for award the Bidder must complete in its entirety and submit with the bid. The bidder must answer all questions. If a question does not pertain to the bidder's organization in any way, indicate that fact with the symbol N/A. If additional space is required, attach continuation sheets and clearly indicate the question being answered. The City reserves the right to verify any information contained within this report and to request additional information or clarification.

The City may make such investigation, as it deems necessary to determine the ability of the Bidder to furnish the services. The City reserves the right to reject any bid if the evidence submitted by or investigation of such bidder, including past performance with the City of Rockville, fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and deliver the services herein.

Submitted by: _____

Name of Firm: _____

1. How many years has your organization been business under your present business name (date of incorporation/organization)? _____
2. How many years has your present organization been actively engaged in the type of work to be performed under this contract? _____
3. If a corporation, answer the following:
 - Date of incorporation _____
 - State of incorporation _____
 - President's name: _____
 - Vice-president(s) name: _____
 - Secretary's name: _____
 - Treasurer's name: _____

If an individual or a partnership, answer the following:

Date of organization: _____

4. Name and address of all partners (State whether general or limited partnership)
5. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers, if applicable. List states in which partnership or trade name is filed.

RETURN THIS PAGE WITH BID

BIDDER NAME

ATTACHMENT C

**INVITATION FOR BID 19-23
FURNISH AND PLANT TREES AND SHRUBS**

CITY OF ROCKVILLE BIDDER REFERENCE FORM

The City of Rockville reserves the right to reject bids from any company not meeting the minimum qualifications. The Bidder shall be a competent and experienced contractor with an established reputation within the community performing the type of work required for this contract. The bidder shall have performed similar work for a minimum period of five (5) years. Indicate below a listing of three recent projects completed by your firm that can substantiate past work performance and experience in the type of work required for this contract. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request.

1. Company Name _____
Bidder was Primary Contractor? (Y/N) _____
Address: _____
Contact Person: _____ Current phone # _____
Current Email: _____
Contract Amount: _____ Name of project supervisor: _____
Contract Term: _____
Project Description: _____

2. Company Name _____
Bidder was Primary Contractor? (Y/N) _____
Address: _____
Contact Person: _____ Current phone # _____
Current Email: _____
Contract Amount: _____ Name of project supervisor: _____
Contract Term: _____
Project Description: _____

3. Company Name _____
Bidder was Primary Contractor? (Y/N) _____
Address: _____
Contact Person: _____ Current phone # _____
Current Email: _____
Contract Amount: _____ Name of project supervisor: _____
Contract Term: _____
Project Description: _____

RETURN THIS PAGE WITH BID

BIDDER NAME

LIST TWO CONTRACTS COMPLETED BY YOUR FIRM

4. Company Name _____
Bidder was Primary Contractor? (Y/N) _____
Address: _____
Contact Person: _____ Current phone # _____
Current Email: _____
Contract Amount: _____ Name of project supervisor: _____
Contract Term: _____
Project Description: _____

5. Company Name _____
Bidder was Primary Contractor? (Y/N) _____
Address: _____
Contact Person: _____ Current phone # _____
Current Email: _____
Contract Amount: _____ Name of project supervisor: _____
Contract Term: _____
Project Description: _____

RETURN THIS PAGE WITH BID

BIDDER NAME
