

INVITATION TO BID

Town

of

North Beach

Town of North Beach, Maryland 20714



**BID NUMBER - PURCH 2017-02
GROUNDS CARE SERVICES
Townwide**

Stacy Wilkerson, Town Clerk
Town of North Beach
P.O. Box 99
8916 Chesapeake Avenue
North Beach, MARYLAND 20714
northbeach@northbeachmd.org
410-257-9618 Ext. 103
301-855-6681 Ext. 103

DUE DATE: Thursday April 6, 2017 by 2:00 p.m. (EDST)

Town Hall
8916 Chesapeake Avenue
North Beach, Maryland 20714

INDEX

	<u>PAGE NUMBER</u>
NOTICE TO BIDDERS	3
PROPOSAL	6
References	9
NON-DISCRIMINATION IN EMPLOYMENT	11
GENERAL CONDITIONS OF BID AND CONTRACT	12
SPECIFICATIONS	21
ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID	31
AGREEMENT	32
Attachment #1 (Map of locations)	
Attachment #2 (Not acceptable items)	

NOTICE TO BIDDERS

Sealed bids are due on or before **Thursday, April 6, 2017 by 2:00 p.m.** (EDST) and will be opened immediately thereafter in the North Beach Town Hall, 8916 Chesapeake Avenue, North Beach, Maryland 20714 for:

<p style="text-align: center;">BID NUMBER – PURCH 2017-02 GROUNDS CARE SERVICES/Flower Bed Maintenance TOWNWIDE</p>
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A pre-bid meeting will be held on March 28, 2017 at 10 am. All interested parties are to meet at the North Beach Town Hall, 8916 Chesapeake Avenue, North Beach, MD 20714.

Formal bids or amendments thereto received by the Town of North Beach after the time specified for bid opening will not be considered. Bids received after the time specified for bid opening will be returned unopened.

Bids must be submitted in a **SEALED ENVELOPE**. The Town of North Beach reserves the right to reject bids improperly labeled. The envelope must also show the bidder's name and address.

Sealed bid(s) should be shipped UPS, FedEx, or hand delivered to the following:

TOWN OF NORTH BEACH
ATTN: STACY WILKERSON, TOWN CLERK
8916 CHESAPEAKE AVENUE
NORTH BEACH, MARYLAND 20714

Acceptance of bids by Town of North Beach employees other than the NORTH BEACH TOWN HALL is not deemed proper delivery. Where bids are sent by mail to the Town Clerk, Stacy Wilkerson, the Bidder shall be responsible for their delivery before the date and time set for the closing of bid acceptance. If the mail is delayed beyond the date and hour set for the bid closing, bids will not be accepted. Please note that the United States Postal Service does not deliver to the above address.

Bids made on any form other than the attached form(s) will not be considered. Changes in the phraseology of the bid, additional or limiting provisions will render the bid informal and may cause its rejection.

Changes to the Information for Bidders or Technical Specifications shall be made only in writing. The Town of North Beach, Mayor and Council assumes no responsibility for verbal

instructions or interpretations.

Bidders are responsible for obtaining all documentation, including any addenda, that may be issued by going to Town web site www.northbeachmd.org prior to submitting their bid.

Unless otherwise specified, all formal bids shall be binding for 120 calendar days following bid opening date, unless extended by mutual consent of all parties. **All bidders must begin maintenance with two weeks of notice to award.**

All prices quoted shall be exclusive of any Federal or Maryland State Taxes. This includes Federal Excise Tax and any other Excise Tax applicable to any other equipment or accessories.

The right is hereby reserved to reject any or all bids, and to waive informalities, as the interest of the Town of North Beach, Maryland may require.

If the bidder to whom an award is made shall fail to execute the contract hereto attached, and as herein provided, the award may be annulled and the contract awarded to the second lowest responsible bidder, and such bidder shall fulfill every stipulation embraced herein, as if he were the original party to whom the award was made; or the Town of North Beach, Maryland may reject all of the bids, as its interests may require.

Bidders must examine the specifications carefully. In case doubt shall arise as to the meaning or intent of anything in the specifications, inquiry should be made in writing to Stacy Wilkerson, Town Clerk before the bid is submitted. The submission of a bid shall indicate that the bidder thoroughly understands the terms of the specifications. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done; it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.

The submission of a bid on this work and service will be considered as a representation that the bidder has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or services covered by the bid, the entire area to be serviced as described in the specifications and other contract documents, and that the bidder is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed and equipment and materials to be furnished; also, that the bidder is familiar with all Federal, State and Town of North Beach laws, all codes and ordinances of Town of North Beach which affect the prosecution of the work or persons engaged or employed in the work or the materials and equipment used in the work.

Written questions and inquiries will be accepted from any and all bidders. The Town Clerk, Stacy Wilkerson is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Town staff regarding this Invitation to Bid may result in the disqualification of the bidder. Inquiries pertaining to this Invitation to Bid must give the Invitation to Bid number, title, and acceptance date, and all questions shall be received at least **Five (5) calendar** days in advance of the bid opening date. It is the responsibility of all bidders to ensure that they have received any and all addenda that may be issued.

The Town Clerk, Stacy Wilkerson will correct any errors in computations when the bids are canvassed.

Bidders shall execute the following forms and any required documentation and include as part of their bid. Failure to do so may be cause for rejection of bid as nonresponsive. It is the responsibility of the bidder to ensure that they have received all addenda and include signed copies with their bid.

- (a) Proposal
- (b) Non-Discrimination in Employment
- (c) Anti-Bribery Affirmation and Affidavit of Qualification to Bid

Requests for information related to this Invitation to Bid should be directed to the Town Clerk, Stacy Wilkerson, by: (1) E-Mail: northbeach@northbeachmd.org; (2) Phone: 301-855-6681, extension 103; or (3) Fax 301-855-0113.

The results for this ITB will be posted on the Town of North Beach's web site at <http://www.northbeachmd.org>.

**BID NUMBER - PURCH 2017-02
 GROUNDS CARE SERVICES/FLOWER BED MAINTENANCE
 TOWNWIDE**

PROPOSAL

TO THE TOWN OF NORTH BEACH, MARYLAND: The undersigned agrees to provide GROUNDS CARE SERVICES - TOWN OF NORTH, as specified, in accordance with ATTACHED SPECIFICATIONS (See work to be performed) and other documents herein and at the following price(s):

Flower Beds (See work to be performed for details)

NO.	Location		Annual Maintenance Cost	Mulch Qty/Cost for Spring & Fall mulching	Total Cost (Add from left to right)
FB-1	1st Street between Chesapeake& Bay Avenue (raised flower boxes)	X			
FB-2	Bay Avenue 1st Street to 7th Street (raised flower boxes)	X			
FB-3	1st Street (town sign area)				
FB-4	Boarkwalk (flower bed #1/in front 9141 Atlantic on boardwalk)				
FB-5	Boarkwalk (flower bed #2/ runs along 9111 Bay Ave)	x			
FB-6	Boardwalk (flower Box #3/Triangle)	x			
FB-7	Boardwalk (flower bed #4/Sharons	x			
FB-8	5th Street (town sign)				

NO.	Location		Annual Maintenance Cost	Mulch Qty/Cost	Total Cost (Add from left to right)
FB-9	Chesapeake Avenue/2nd Street (in front 8905 Chesapeake Ave)				
FB-10	Chesapeake Avenue/3rd Street (beside 4100 3rd Street)				
FB-11	8916 Chesapeake Avenue (Town Hall)				
FB-12	8924 Chesapeake (TBHC)				
FB-13	4025 4th /BHM				
FB-14	9021 Dayton/Raised flower box				
FB-15	9125 Chesapeake 7th/Chesapeake Municipal Lot				
FB-16	7th /Atlantic (corner)				
FB-17	Parking lot 7th/Annapolis Avenue/sign triangle				
FB-18	Flower Bed/9200 Bay Ave				
FB-19	9th/Atlantic (corner)				

NO.	Location		Annual Maintenance Cost	Mulch Qty/Cost	Total Cost (Add from left to right)
FB-20	New triangle bed SE corner 5 th & Chesapeake municipal lot				
FB-21	Triangle NE corner 5 th & Chesapeake Ave				
FB-22	Triangle SW corner 5 th & Chesapeake Ave.				
FB-22	4014 11 th Street (Overlook Park)	X			
FB-23	4030 11 th Street (Public Works Bldg)				
FB-24	8930 Bay Ave (Sunrise Gardens)	X			
FB-25	9070 Bay Ave (MTA Lot)				
P1~	Pots Bay Avenue (25)				
P2~	Pots Chesapeake Avenue (11)				
P3~	Pots 8930 Bay Ave (6) /Sunrise Gardens				
P4~	Pots 4025 4 th Street/BHM (4)				

X = Beds that have an automated sprinkler system.

Please verify the calculation of your math and be aware that in the event of errors in computation, unit price will be the determining factor for the total.

TOTAL LUMP SUM BID BASED ON ESTIMATED QUANTITIES (TOTAL Flower Bed Maintenance)

\$ _____

Bidding Firm: _____ Date: _____

Authorized Signature: _____

References

List at least three (3) business references for whom your company has provided the service as outlined in this Invitation to Bid during the past year. References must be companies served for at least a two-year period. The Town reserves the right to request additional information regarding past and current clients for whom the Contractor has provided the services requested in this Invitation to Bid. The Town reserves the right to check all references furnished and consider the response(s) received in determining award of this Contract.

- 1. Company: _____
Address: _____
Contact Person: _____
Telephone: _____

- 2. Company: _____
Address: _____
Contact Person: _____
Telephone: _____

- 3. Company: _____
Address: _____
Contact Person: _____
Telephone: _____

Bidding Firm: _____ Date: _____

Authorized Signature:

No bidder may withdraw his proposal within 120 days after the opening thereof.

NOTE: No reimbursement will be made for any other charges, including but not limited to labor, overhead, mileage, vehicle fuel, and/or travel time will be made. Bidder is instructed to take these factors into account when submitting their unit price rates.

The time for performance of this Contract shall begin from the date of the Notice to

Proceed or otherwise noted.

By signing and submitting a bid, your firm acknowledges and agrees that it has read and understand the ITB documents and agrees to the Contract Terms and Conditions as contained herein.

BIDDING FIRM NAME:

ADDRESS:

SIGNATURE OF AGENT: _____ TITLE: _____

PRINTED NAME OF AGENT:

TELEPHONE NUMBER: _____ FAX NUMBER: _____

E-MAIL ADDRESS:

FEDERAL IDENTIFICATION # OR SSN: TO BE PROVIDED BY CONTRACTOR UPON

AWARD.

DATE:

NON-DISCRIMINATION IN EMPLOYMENT

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contract, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The Contractor will include the provisions of the foregoing paragraphs 1, 2, and 3 above in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor.

Contractor's Signature

Printed Name of Contractor

Company Name, Address

Phone Number

Date

GENERAL CONDITIONS OF BID AND CONTRACT

BID FORMS AND AFFIDAVITS

All bids shall be submitted on the forms provided, properly signed in ink by a principal duly authorized to make contracts, and submitted in a sealed envelope.

The attached Anti-Bribery and Affidavit of Qualification to Bid must be submitted with bids. Failure to comply shall be cause for rejection of bids.

WORK TO BE DONE AND MATERIALS TO BE FURNISHED

The Contractor shall perform all the work and furnish all the labor, material, tools and equipment necessary or proper for performing the work required during the term of this Contract, in the manner called for by any drawings. The Contractor shall complete the required work, together with such extra work as may be required to the satisfaction of the Town of North Beach, Maryland and the Contract Administrators or duly authorized representative(s) (hereinafter referred to as "Contract Administrator") and in accordance with any drawings. All installations and materials shall comply with building codes in effect at the time work is performed.

WORKMANSHIP

All materials furnished and all work done shall be of the quality and character required by any drawings and projects to be completed during the course of the Contract. Where no standard is specified for such work or materials, they shall be of a kind acceptable to the Contract Administrator or duly-authorized representative.

Any unsatisfactory materials furnished or work performed, at whatever time they may be discovered, shall be immediately removed and satisfactorily replaced by the Contractor, when notified to do so by the Contract Administrator or duly-authorized representative. If the Contractor shall neglect or refuse to remove such unsatisfactory work or material within 48 hours after the receipt of the above-mentioned notice, or if the Contractor shall not make satisfactory progress in doing so, the Town of North Beach may cause said work or material to be removed and satisfactorily replaced, by contract or otherwise, and the expense thereof shall be charged to the Contractor. Such expense shall be deducted from any monies due or to become due to the Contractor under the contract. UPON COMPLETION OF PROJECTS UNDER THIS CONTRACT, THE ENTIRE WORK SHALL BE DELIVERED TO THE TOWN OF NORTH BEACH PERFECT AND COMPLETE AND IN A SATISFACTORY WORKING CONDITION.

EMPLOYMENT OF SKILLFUL PERSONNEL

The Contractor shall employ only competent, skillful personnel to perform or supervise the work, and whenever the Contract Administrator or duly-authorized representative shall, in writing, notify the Contractor that any personnel employed on the work is, in the Contractor's opinion incompetent, disobedient, unfaithful, disorderly, discourteous or otherwise unsatisfactory, such employee shall be removed and shall not again be employed on the work, except with the consent of the Contract Administrator or duly-authorized representative.

CARE AND PROTECTION OF WORK

From the commencement of each project during the course of this Contract until its completion, the Contractor shall be solely responsible for the care of the work and all injury or damage to the same, from whatever cause shall be made good by the Contractor, at the Contractor's own expense, before the final payment is made. The Contractor shall provide suitable means of protection for all materials intended to be used in the work and for work in progress, as well as for completed work.

INJURY TO PROPERTY

In case any direct or indirect damage is done to public or private property, by or because of the work, or in consequence of any act or omission on the part of the Contractor, the Contractor's employees or agents, the Contractor shall, at the Contractor's own cost, restore such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding or otherwise, as may be required by the Contract Administrator or duly-authorized representative or shall make good such damage in a satisfactory manner; and in case of failure on the part of the Contractor to promptly so restore such property, or make good such damage, the Contract Administrator or duly-authorized representative may, upon 48 hours written notice, proceed to repair, rebuild or otherwise restore such property, as may be necessary, and the cost thereof will be deducted from any monies due or to become due the Contractor under the Contract; or the Town of North Beach, may deduct, from any monies due the Contractor, a sum sufficient, in the judgment of the Contract Administrator or duly-authorized representative, to reimburse the owners of the property so damaged.

LAWS AND REGULATIONS

The Contractor shall comply with all laws, codes, ordinances, rules, orders, and regulations relating to the performance of the work.

DEVIATIONS TO SPECIFICATIONS

Any deviations from the specifications must be noted in detail in writing by the bidder and submitted with the formal bid. The Town of North Beach reserves the right to accept or reject any exception.

PROHIBITION AGAINST UNIFORM PRICING

Town of North Beach shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market transaction methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that the bidder has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bid of such bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor shall render the entire proceedings void and shall require re-advertising the bids.

AWARD OR REJECTION OF BIDS

The Town of North Beach shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid provided the bid price is reasonable and it is in the best interest of North Beach to accept it. North Beach reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of North Beach. Town of North Beach reserves the right to reject all bids and make purchases based on state, Town of North Beach, or municipal contracts that are established by a legal competitive process whenever it is in the best interest of the Town of North Beach to do so. Town of North Beach also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who investigation shows is not in position to perform the Contract.

In determining the "lowest responsive, responsible bidder", in addition to considering price, the Town of North Beach Mayor and Council or the official authorized to contract for Town of North Beach shall consider:

1. The ability, capacity and skill of the bidder to perform the Contract or provide the services required;
2. Whether the bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;

4. The quality of performance of previous contracts or services;
5. The previous and current compliance by the bidder with laws and ordinances relating to the Contract or service;
6. The sufficiency of the financial resources and ability of the bidder to perform the Contract or provide the service;
7. Whether the bidder is in arrears to North Beach on any debt or contract, is in default on any surety to North Beach, or is delinquent as to any taxes or assessments; and
8. Any other information that may have a bearing on the decision to award the Contract.

INDEMNIFICATION

Nothing contained in the Contract shall be construed to constitute the Contractor an agent of the Town of North Beach.

The Contractor shall indemnify, keep and save harmless Town of North Beach, its agents, officials and employees, against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs and expenses which may or otherwise accrue against Town of North Beach in consequence of the granting of a contract or which may or otherwise result therefrom. If it shall be determined that the act was caused through negligence or omission of the Contractor or his employees, of the subcontractor or his employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against Town of North Beach in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Town of North Beach as herein provided.

INSURANCE

During the life of this Contract, the Contractor shall procure and maintain at their expense Contractor's Automobile Liability Insurance, including applicable No-Fault coverage, with limits of liability not less than \$1,000,000 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all vehicles whether owned, hired, or non-owned operated by/or on behalf of the Contractor in the performance of this Contract.

Contractor shall also obtain and pay premium for the following insurance:

1. Workmen's Compensation Maryland Statutory Limit
2. Comprehensive General Liability in an amount not less than \$1,000,000

(combined personal injury and/or property damage) per occurrence subject to \$2,000,000 aggregate.

Prior to starting performance of the contract and for each extension of the contract, a certificate of insurance shall be furnished to the Town of North Beach. Insurance companies providing insurance must be acceptable to the Town. Contractor agrees to provide Town of North Beach a Certificate of Insurance evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify North Beach within two (2) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. **It shall be the Contractor's responsibility to make immediate notification to the Town of North Beach if any changes are made to the policy.** The Town of North Beach shall be named as the certificate holder and as an additional insured to the liability coverage for the duration of the Contract as follows:

Town of North Beach
Attention: Stacy Wilkerson, Town Clerk
P.O. Box 99
8916 Chesapeake Avenue
North Beach, Maryland 20714

SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contractual duties to any other person, firm, or corporation, without the previous written consent of Town of North Beach. If the Contractor desires to assign his right to payment of the contract, Contractor shall notify

Town of North Beach immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his obligations, or change the terms of the contract.

TERMINATION OF CONTRACT

Town of North Beach may terminate a contract, in whole or in part, whenever the Town determines that such termination is in the best interest of Town of North Beach, without showing cause, upon giving written notice to the successful proposer. Town of North Beach shall pay all reasonable costs incurred by the successful proposer up to the date of termination. However, in no event shall the successful proposer be paid an amount which exceeds the price proposed for the work performed. The successful proposer will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

When the successful proposer has not performed or has unsatisfactorily performed the contract, Town of North Beach may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of Town of North Beach. Failure on the part of a successful proposer to fulfill the contractual obligations shall be considered just cause for termination of the contract. The successful proposer will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by Town of North Beach in re-procuring and/or completing the work.

The Contractor shall stay current in their Federal, State, and Town of North Beach taxes throughout the full term of any Contract issued. Failure to do shall be grounds for termination of the Contract.

AVAILABILITY OF FUNDS

Multi-year contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the of Town of North Beach. In the event that the Board of Town of North Beach Commissioners of Calvert Town of North Beach does not grant necessary funding appropriation/program approval, then the affected multi-year contract becomes null and void effective July 1 of the fiscal year for which such approvals have been denied.

Town of North Beach reserves the right to immediately terminate a contract in the event funds are no longer available or have been exhausted. If Town of North Beach must terminate a contract, Town of North Beach will attempt to give written notice at least thirty (30) days in advance of the effective date. The contractor will be paid for all labor and material provided as of termination date. No consideration will be given for anticipated loss of revenue or profit on the cancelled portion of the Contract.

SERVICE DELIVERY FAILURES

Failures of a Contractor to deliver services within the time specified, or within reasonable time as interpreted by Town of North Beach, or failure to make correct services rendered and materials replaced or installed when so requested, immediately or as directed by Town of North Beach, shall constitute authority for Town of North Beach to purchase in the open market services and materials to correct such deficiencies with services and materials of comparable grade. On all such purchases, the Contractor shall reimburse Town of North Beach, within a reasonable time specified by Town of North Beach, for any expense incurred in excess of contract prices. Such purchases shall be deducted from contract quantities.

NON-LIABILITY

The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in Town of North Beach's opinion, is beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may at his discretion, cancel the Contract.

PAYMENT(S)

Payment(s) shall be made after satisfactory performance of work required during the course of the Contract, in accordance with all of the provisions thereof, and upon receipt of properly completed invoices. Town of North Beach reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the Contract or any modifications thereto.

DISCLOSURE OF CONTENTS OF PROPOSALS AND BIDS

Subject to the exception for confidential information noted below, after an award, all proposals shall be open to public inspection, and at and after the bid opening, the contents of a bid and any document submitted with the bid shall be open to public inspection.

However, Town of North Beach shall deny inspection of any part of a proposal or bid that contains confidential commercial or financial information or other commercial information for which denial is required pursuant to the State Government Article Section 10-617 (Access to Public Records – Required Denials). IT WILL BE THE RESPONSIBILITY OF THE BIDDER,

OFFEROR OR CONTRACTOR TO INVOKE THE PROTECTION OF THIS SECTION PRIOR TO OR UPON SUBMISSION OF THE DATA OR OTHER MATERIALS AND MUST IDENTIFY THE DATA OR OTHER MATERIALS TO BE PROTECTED AND STATE THE

REASONS WHY PROTECTION IS NECESSARY. Otherwise, Town of North Beach disclaims responsibility for disclosure of any such material in the public record.

If a contract is awarded to a bidder, offeror or contractor as a result of the submission of restricted information, Town of North Beach shall have the right to duplicate, use or disclose the data to the extent consistent with Town of North Beach's need in the procurement process.

A bidder, offeror or contractor agrees to indemnify, protect and save harmless Town of North Beach, its officers, agents, and employees with respect to any claim, action, cost or judgment arising from exercising this disclosure restriction, including any reasonable attorney's fees and other costs incurred in defending the confidentiality of the material sought to be protected.

COOPERATIVE PURCHASES

1. Acceptance of this bid and submission of a proposal is an agreement to extend the same prices, terms, and conditions to other governmental agencies, and public or quasi-public agencies that receive government funds that require these commodities and/or services.
2. All purchase and payment transactions will be made directly between the vendor and the requesting entity. The of Town of North Beach assumes no obligation on behalf of any other public entity.

INCURRING COSTS

The Town of North Beach is not liable for any costs incurred by the bidder prior to the issuance of the Contract.

COMPLETENESS

All information required by this Invitation to Bid must be supplied to constitute a proper bid. Town of North Beach shall not be responsible for the premature opening of bids if not properly addressed or identified.

LATE BIDS

Formal bids or amendments thereto received by Town of North Beach after the time specified for bid opening will not be considered. Bids received after the time specified for bid opening will be returned unopened.

PROHIBITED INTEREST

No member or employee of the local public body during this tenure, or one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof. In this Article, "local public body" means Town of North Beach, Maryland.

NOTICE OF POLITICAL CONTRIBUTIONS

The Contractor agrees, in accordance with the current Maryland Code, State Finance and Procurement Article, §17-402, to comply with the political contribution reporting requirements, as amended from time to time, to which the Contractor may be subject.

ARITHMETICAL ERRORS

Any errors in computations will be corrected when the proposals are canvassed.

BID NUMBER - PURCH 2017-01
GROUNDS CARE SERVICES
TOWN OF NORTH BEACH
SPECIFICATIONS

1. INTENT

It is the intent of this Invitation to Bid (hereinafter, "ITB") for Town of North Beach (hereinafter, "the Town of North Beach") to establish a term contract with a qualified company (hereinafter, "the Contractor") to provide all labor, materials, equipment, and supervision necessary to provide grounds care services and flower bed maintenance at Town of North Beach-owned or leased facilities in certain areas of Town of North Beach, Maryland.

2. SCOPE

The Contractor shall furnish all labor, materials, equipment, and supervision necessary to provide services in accordance with these specifications. The primary facilities are identified on proposal, but it is not exclusionary of other possible work sites. Base Map and number sections shows facility locations. The Town of North Beach reserves the right to add or delete facilities during the Contract period as needed. Deletions will be based on contract price for that facility and additions will be negotiated based on contract bid prices.

All Bidders are encouraged to visit and become familiar with each location prior to the **submission of bids.**

Failure of the Contractor to provide professional services during the course of this Contract shall be cause for termination of this Contract.

The Town of North Beach reserves the right to check the Contractor's supplies and equipment and perform such investigations as may be deemed necessary to ensure competent personnel and management are utilized in the performance of the Contract.

3. (Parks and Flower Bed Maintenance)

- A. Pick up and dispose of litter.
- B. Remove weeds from asphalt area adjoining all flower beds and remove weeds from in between paver bump outs along Bay Avenue(this is not limited to raised flower beds on Bay Avenue). All areas should be sprayed weekly with weed inhibitor that is environmentally safe and Chesapeake Bay friendly.
- C. Use of weed eater, or other equipment, where necessary for trimming around all objects and within the designated areas.
- D. Removal of weeds, dead plants, leaves and brush from flower beds and flower pots.
- E. Maintenance of all flower beds, including weeding of beds EVERY WEEK.
- F. Walkways and parking lots will be swept or blown clear of any and all grass clippings.
- G. Pruning of shrubs, trees or perennials, but not limited to Crepe Myrtles, Dogwoods, etc (Crepe Myrtles to be pruned in March and ornamental grasses in early October).
- H. Planting of fall annuals at 1st Street sign and 5th Street sign.
- I. Preparation of flower beds for spring and fall plantings including removal dead perennials and replace with perennial of equal size and value. Removal annuals at end of season (October) in preparation of next season.
- J. Contractor must use environmentally and/or Chesapeake Bay friendly pesticides, herbicides and other fertilizers, weed inhibitors, etc.
- K. Fertilizers applied monthly for annuals to flourish.
- L. Park and Flower Bed maintenance is between March and October annually.

4. INTERRUPTION OF SERVICE

After an interruption caused by inclement weather, the Contractor must be prepared to complete the work without unnecessary delays.

5. EQUIPMENT, MATERIALS AND SUPPLIES

The Contractor shall furnish and maintain all grounds care equipment, materials, and supplies required to maintain the grounds of the facilities under this Contract.

6. TIME FOR PERFORMANCE OF WORK

The Contractor will be required to perform work during days of week and times of day to create the least disturbance to daily operations of the facility and reduce risks of personal and property damage.

7. USE OF PREMISES

- A. On or about the premises and adjacent areas, the Contractor shall cause all apparatus storage of materials and activities of workmen to be confined to the limits indicated by the Contract Administrator or duly-authorized representative, and shall not encumber or permit the premises or adjacent areas to be encumbered with such materials or apparatus. The work site shall be kept in such orderly fashion as will not duly interfere with the progress of the work or programs operated by the Town of North Beach.
- B. The Contractor shall be responsible for repairing or replacing any work damaged by his operation within twenty (20) days after notification by the Contract Administrator or duly-authorized representative that damage has occurred.
- C. It will be the responsibility of the Contractor to report to the Contract Administrator or duly-authorized representative any damages found prior to any work at a site.

7. PRICES

Prices must be submitted based on a firm, fixed unit price basis not subject to escalation during the initial contract term. Pricing shall include all costs including, but may not be limited to, labor, materials, equipment, supervision, overhead, vehicle fuel, and mileage.

8. RESPONSIVE/QUALIFYING BIDDER

In addition to other factors as noted in these specifications, the bidder shall, at a minimum, meet the following requirements for a bidder to qualify as a responsive bidder.

- A. No less than three (3) continuous years primarily providing the services as outlined in these specifications with successful experience under the same business license or business name providing these services.
- B. A company with a demonstrated capability of performing commercial grass mowing/cutting services, and a proven record of providing the service requirements satisfactorily.
- C. Bidder shall be fully licensed and insured.

- D. Bidder shall have adequate equipment, qualified and trained personnel, and financial ability to ensure that the work will be performed with high standards at all times.

9. SUBCONTRACTING

There shall be no subcontracting under this Contract. Subcontracting under this Contract shall be cause for termination of the Contract.

10. CONTRACT ADMINISTRATION

The Contract Administrator for this Contract shall be the Town of North Beach's duly-authorized representative. This shall be the Contractor's understanding in all cases throughout this document.

The Town of North Beach's Representatives for this Contract shall include, but may not be limited to:

Joanne Hunt
Treasurer
Town of North Beach
301-855-6681, Ext 102 or jhunt@northbeachmd.org

In the performance of the work, the Contractor shall abide by all orders, directions, and requirements of the Contract Administrator or duly-authorized representative and shall perform all work to the satisfaction of the Contract Administrator or duly-authorized representative and at such times and places, by such methods, and in such manner and sequence as the Contract Administrator or duly-authorized representative may require. The Contract Administrator or duly-authorized representative shall confirm, in writing, any oral order, direction, requirement or determination.

The Contract Administrator or duly-authorized representative reserves the right to make alterations to the scope of work or materials and products required as may be necessitated by conditions in the judgment of the Contract Administrator or duly-authorized representative appear advisable.

10. CONTRACT PERIOD

- A. This is a requirements type contract for one [1] year commencing after approval, proper execution of the contract documents, and Notice to Proceed from the Town of North Beach, with a renewal option for two [2] additional one [1] year periods, exercisable at the sole discretion of the Town of North Beach. The unit prices will remain firm/fixed.

11. INVOICES/PAYMENT TERMS

The Contractor will be issued purchase orders for work to be performed. Payment will be made after satisfactory completion of work and submittal of invoice(s). "Satisfactory completion" includes, but may not be limited to, final approval by the Contract Administrator or duly-authorized representative.

Invoices shall include:

Date of service and facility where work was performed;

- Payment terms; and
- Remit to address.

Invoices to be submitted to:

Town of North Beach
P.O. Box 99
North Beach, MD 20714

NO SERVICE SHALL BEGIN until receipt of a notification by the Town of North Beach's Purchasing Officer or the Contract Administrator or duly-authorized representative to proceed.

Payment will be made for acceptable service within thirty (30) days, more or less, of receipt of invoice.

Repeated incidents of late service performances and/or unnecessary delays will be construed as noncompliance with the terms and conditions of the Contract and the Contractor will be in default of the Contract. Default of contract will result in penalties of damages incurred.

The Contract Administrator may authorize a waiver of late performance of service penalty upon receipt of written documentation and explanation of extenuating circumstance effecting service schedule. Waiver of late delivery of service penalty is at the sole discretion of the Contract Administrator.

12. RIGHT TO WITHHOLD PAYMENTS

In the judgment of the Town of North Beach, may withhold from the Contractor so much of any approved payments due the Contractor as may be necessary:

- A. To protect the Town of North Beach from loss due to defective work not remedied; or
- B. To protect the Town of North Beach from loss due to injury to persons or damage to the work or property of other contractors, subcontractors or others, caused by the act or neglect of the Contractor or any of his subcontractors. The Town of North Beach shall have the right as Agent for

the Contractor, to apply any such amounts so withheld in such manner as the Town of North Beach may deem proper to satisfy such claims or to accrue such protection. Such applications of such money shall be deemed payments for the account of the Contractor.

13. PERSONNEL

All employees of the Contractor must be carefully screened, trained, and supervised by the Contractor. Scheduling, supervision, and inspection of work will be done by the Contractor. All employees of the Contractor shall be neat in appearance. The Town of North Beach may require the dismissal of any employee who is incompetent, careless, insubordinate, or otherwise objectionable or whose continued employment is contrary to consistent good relations with tenants.

14. INSPECTION OF SERVICES

- A. Definitions – “Service”, as used in this Contract, includes services performed, timely completion of services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Town of North Beach has the right to inspect all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The Town of North Beach shall perform inspections in a manner that will not unduly delay the work.
- C. If any of the services do not conform to contract requirements, the Town of North Beach may require the Contractor to perform the service again in conformity with Contract requirements at no increase in amount.
- D. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performances in conformity with contract requirements, the Town of North Beach may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Town of North Beach that is directly related to the performance of such service, or (2) terminate the Contract for default.

15. SAFETY MEASURES

- A. Contractor shall take all necessary precautions for the safety of employees on the work site and shall erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the workmen, Town of North Beach employees, and public.
- B. All Maryland Governmental Agencies are mandated to comply with Public Employment Occupational Safety and Health Act Legislations, which closely adheres to the Federal Occupational Safety and Health Act of

1970, requiring compliance with safety standards thereof. As of this date, all equipment owned and operated by Town of North Beach shall meet the established standards. It is therefore imperative that all concerned be made aware of and comply with the following:

1. The Contractor hereby guarantees that all services and equipment furnished or delivered to the Town of North Beach as listed on any Proposal, request for proposal, quotation, contract or purchase order meet the requirements, specifications and standards as provided for under the Federal Occupational Safety and Health Act of 1970, as from time to time amended and enforced as of the date thereof.
- C. The Town of North Beach retains the right to have representatives of the Town of North Beach inspect any service or project taking place on Town of North Beach property or through Town of North Beach auspices. The Town of North Beach reserves the right to stop work if an imminent hazard exists. The costs, if any created by a work stoppage due to unsafe conditions, will be borne by the Contractor responsible for the unsafe condition.

16. PERFORMANCE

All work performed shall be of high quality in accordance with good practices, procedures and industry standards. The Contractor must conform to all Federal, State and Local laws and governmental regulations as applicable.

17. BREACH OF CONTRACT

- A. In the event the Contractor shall fail to comply with any of the conditions herein provided and as covered by the Contract, the Contract Administrator shall notify the Contractor of such failure or default and demand that the same be remedied within five (5) business days. In the event of the failure of the Contractor to remedy the same within said period, the Contract Administrator will authorize the services to be procured from any available source, with the difference between the actual cost paid and the defaulting Contractor to be deducted from any monies due the defaulting Contractor or their Bonding.
- B. In the event of the failure of the Contractor to remedy the same within said period, the Contract Administrator is authorized to seek to have this Contract voided.
- C. In addition to those instances specifically referred to in other sections herein contained, the Town of North Beach shall have the right at its

option to terminate the Contract under any one or more of the following:

1. If the Contractor becomes insolvent.
2. If the Contractor makes an assignment for the benefit of creditors pursuant to the statutes in such case made and provided without notification or approval from the Town of North Beach.
3. In the event a voluntary or involuntary petition in bankruptcy shall be filed by or against the Contractor.
4. In the event the Contractor fails to commence work in accordance with the specifications of this ITB.
5. In the event the Contractor shall abandon the work.
6. In the event the Contractor shall abandon any portion of the work to be performed under the specifications of this ITB.
7. If the Contractor shall fail to fully, properly, and in a good and workmanlike manner perform any or all of the conditions, covenants or agreements contained within the specifications of this ITB.
8. If the Contractor shall sublet, assign, convey, or otherwise dispose of his Contract or any portion thereof other than in accordance with the specifications of this ITB.
9. If a receiver or receivers or any other person shall be appointed by court order to take charge or custody of the Contractor's property, financial affairs or business.
10. If the Town of North Beach shall be of the opinion that the Contractor is not or has not been performing the Contract in good faith and in accordance with the terms of the specifications.

18. HOLIDAYS/SPECIAL EVENTS

Services may be conducted on regularly scheduled Town of North Beach holidays. Below is a list of Town of North Beach holidays that may fall within the Contract schedule:

Good Friday	Columbus Day
Memorial Day	
Independence Day	
Labor Day	

After award, the Contractor will be furnished with the latest list of Town of North Beach holidays/special events, complete with the date of the month and day of the week the holidays/special event will be in effect. The Town of North Beach may adjust the holiday/special event list to reflect changes in Town of North Beach policy. The Contractor will be responsible for obtaining the event schedules from the North Beach Web Site at www.northbeachmd.org.

19. MAINTENANCE SCHEDULE

The Parks and Flower Beds must be in top shape prior to the weekends and special event. The contractor would be responsible for coordinating his maintenance so as not to interfere with our event schedule. The preparation of the beds for planting should occur the last week of March or first week of April. The fall bed preparations should occur the second week in October each year.

An email should be sent to northbeach@northbeachmd.org each time the crew is on site for maintenance.

20. QUANTITIES

During the period of the Contract, the Contractor shall provide all service and material described in this Contract. The Contractor understands and agrees this is a requirements contract and that the Town of North Beach shall have no obligation to the Contractor if any quantities listed are not required. Any quantities that are included in the bid specifications reflect the prior annual usage of the Town of North Beach for the Contract. The amounts are only an estimate and the Contractor understands and agrees that the Town of North Beach is under no obligation to the Contractor to buy any set amount of products or services. The Contractor further understands and agrees that the Town of North Beach may require products or services in an amount less than or in excess of the estimated contract amount, and that the quantity of products or services actually rendered, whether in excess or less than, shall not give rise to any claim for compensation other than the total of the unit price in the Contract for the quantity of products or services actually procured.

The Contractor understands and agrees that the Town of North Beach will issue purchase orders for services and/or materials on an as needed basis upon the unit prices submitted by the Contractor.

ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

1. I am the _____ and the authorized representative of the firm of
Title

_____ whose address is _____
Name of Corporation

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I nor, to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, nor any of its employees directly involved in obtaining contracts with the State or any Town of North Beach, agency, or subdivision of the State has been convicted of, or has pleaded nolo contendere to a charge of, or has during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported).

3. State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 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

4. I acknowledge that this affidavit is to be furnished to Town of North Beach and, where appropriate, to the Board of Public Works and to the Attorney General pursuant to Sections 16-201, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, Town of North Beach may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Sections 16-201, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland, which provide that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

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

DATE _____

SIGNATURE _____

AGREEMENT

This Agreement made this _____ day of _____ in the year _____, by and between

hereinafter called the Contractor, and the Town of North Beach, Maryland.

WHEREAS, the contract for

subject to the following documents which form the contract and are as fully a part of the contract as if thereto attached or hereinafter repeated and are termed the contract documents:

- NOTICE TO BIDDERS
- PROPOSAL
- NON-DISCRIMINATION IN EMPLOYMENT
- GENERAL CONDITIONS OF BID AND CONTRACT
- SPECIFICATIONS
- ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID
- AGREEMENT

AND WHEREAS, the Contract has recently been awarded to the Contractor by the Town of North Beach at and for a sum equal to the aggregate cost of the materials, supplies and services done or furnished, at the prices and rates respectively named therefore in the proposal attached hereto;

AND WHEREAS, it was one of the conditions of said award that a formal contract should be executed by and between the Contractor and the Town of North Beach evidencing the terms of said award;

NOW THEREFORE, THIS CONTRACT WITNESSETH, That the Contractor does hereby covenant and agree with the Town of North Beach that he will well and faithfully provide said materials, supplies and services as set forth in the Contract Documents in accordance with each and every one of the conditions, covenants, stipulations terms, and provisions contained in said contract documents at the prices and rates respectively named therefore in the proposal attached hereto, and will well and faithfully comply with and perform each and every obligation imposed upon him by said contract documents, or the terms of said award;

And the Town of North Beach does hereby covenant and agree with the Contractor that it will pay to the Contractor when due and payable under the terms of said contract documents and of said award, the above mentioned sum; and it will well and faithfully comply with and perform each and every obligation imposed upon it by said contract documents, or the terms of said award.

IN WITNESS WHEREOF, said
and the Town of North Beach have caused these presents to be signed by their respective responsible officers.

CONTRACTOR NAME

AUTHORIZED CONTRACT
REPRESENTATIVE _____ (SEAL)
SIGNATURE TITLE

WITNESS

TOWN OF NORTH BEACH

_____ (SEAL)

WITNESS

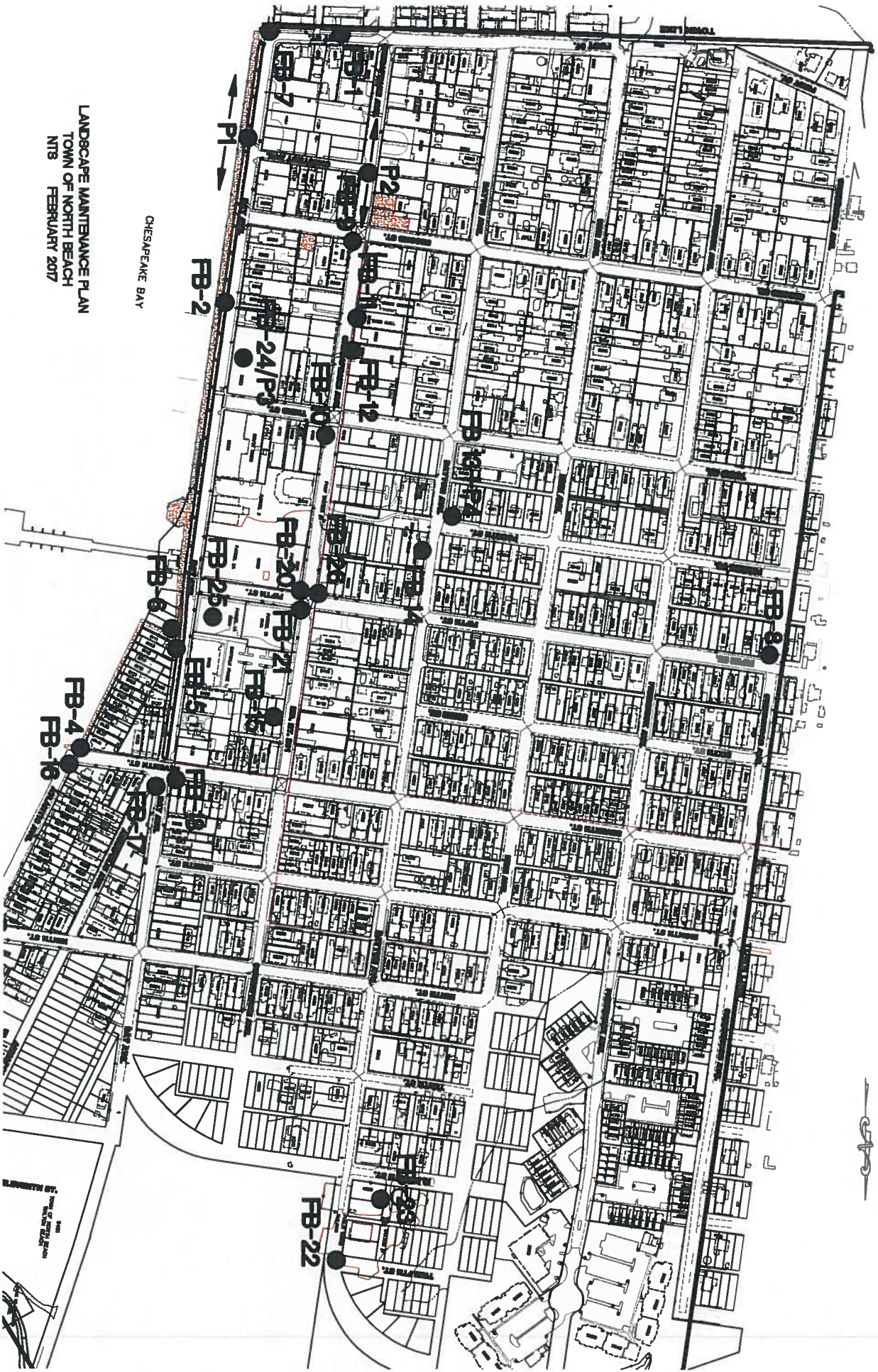
APPROVED FOR LEGAL
SUFFICIENCY ON
BY:

TOWN OF NORTH BEACH ATTORNEY

Attachment 1 (Map marked with locations under separate cover, see PDF "Attachment 1 Map for Landscape Maint").

LANDSCAPE MAINTENANCE PLAN
TOWN OF NORTH BEACH
NTB FEBRUARY 2017

CHESAPEAKE BAY



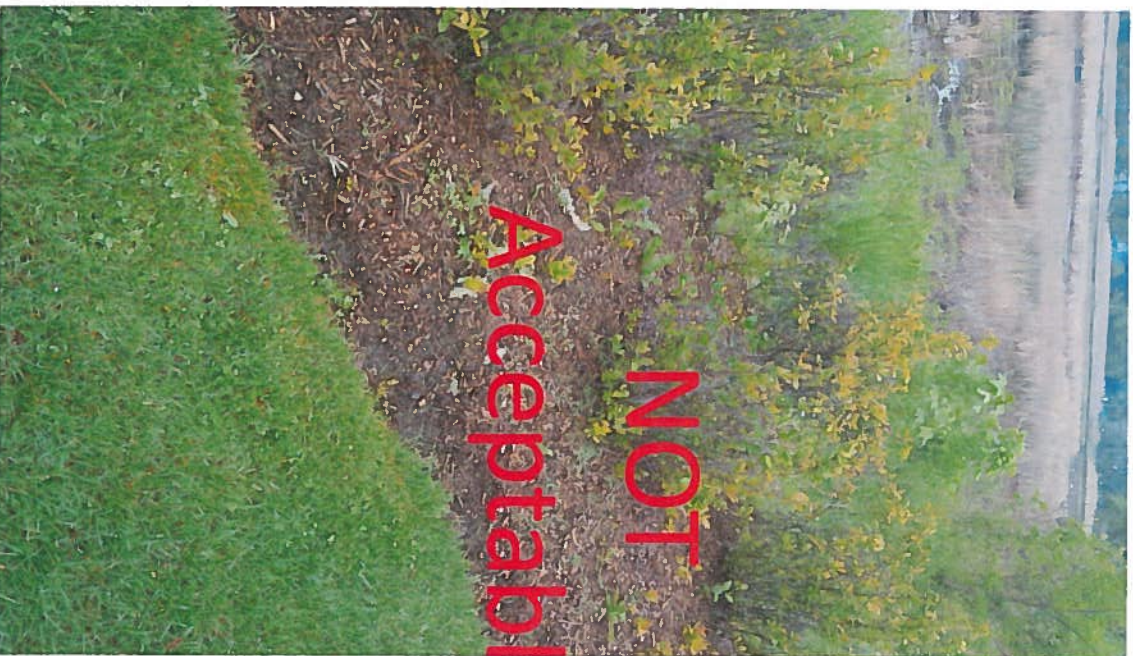
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Attachment #2 Picture 1 of 8

This not acceptable maintenance.

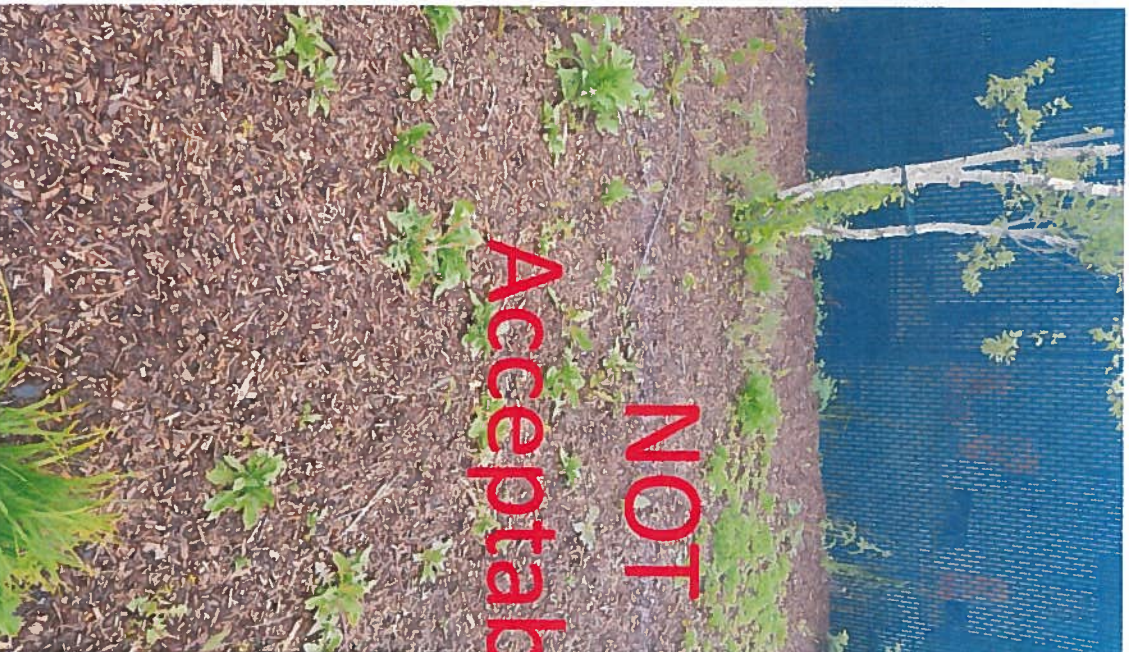


Attachment #2 Picture 2 of 8
This not acceptable maintenance.



Attachment #2 Picture 3 of 8

This not acceptable maintenance.



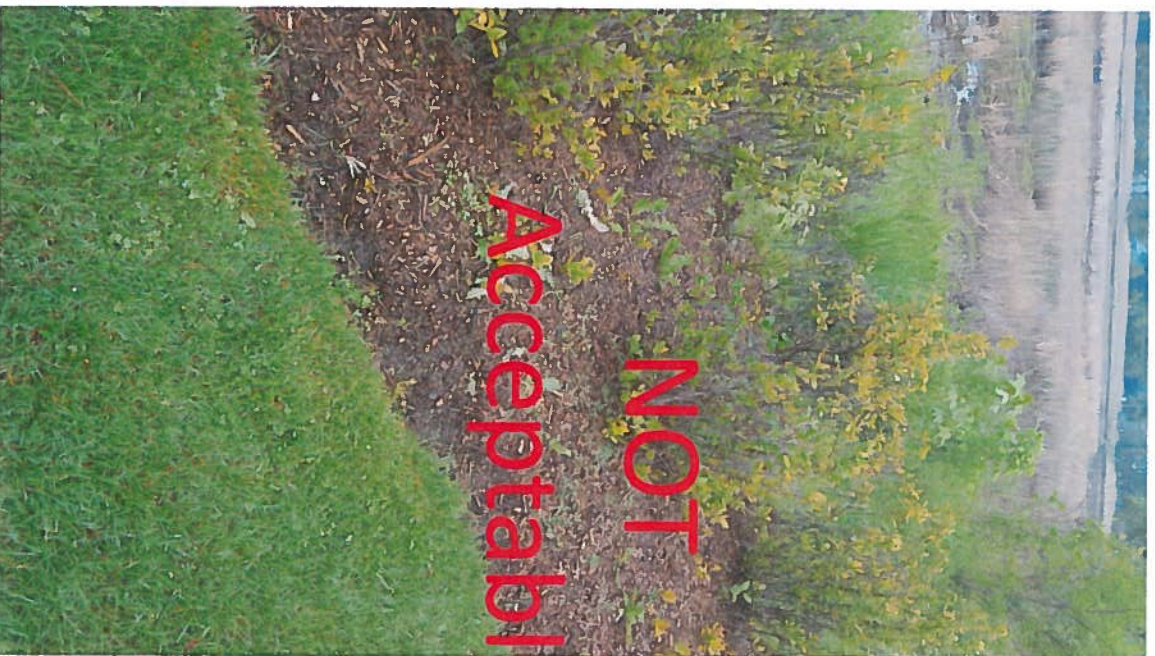


Attachment #2 Picture 4 of 8

This not acceptable maintenance.

Attachment #2 Picture 5 of 8

This not acceptable maintenance.



Attachment #2 Picture 6 of 8

This not acceptable maintenance.



This not acceptable maintenance.



NOT

Acceptable



This not acceptable maintenance.

Attachment #2 Picture 8 of 8

**NOT
Acceptable**