



City of Rockville
Rockville, Maryland

INVITATION FOR BIDS 07-20

MOWING SERVICES

**Bids Due by 2:00 P.M.
Tuesday, January 21, 2020**

ISSUED BY:

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City of Rockville, City Hall
111 Maryland Avenue, 1st Floor
Rockville, Maryland 20850
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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.

CITY OF ROCKVILLE
ROCKVILLE, MARYLAND

**INVITATION FOR BIDS 07-20
MOWING SERVICES**

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City of Rockville
IFB 07-20

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 mailed or hand delivered in a sealed envelope to the City's Procurement Division no later than the due date and time as shown in this solicitation.
<http://www.rockvillemd.gov/bids.aspx>
- _____ Did an authorized company representative sign the bottom portion of this of this page?
- _____ Did an authorized representative sign the Affidavit form?
- _____ Did you complete the reference form in attachment B?
- _____ Did you complete the W-9 form? This form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.
- _____ 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. The ACH application can be downloaded from <http://www.rockvillemd.gov/DocumentCenter/View/429>

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# _____		

INVITATION FOR BID 07-20 MOWING SERVICES

SECTION I: PROJECT OVERVIEW

- 1.1 SEALED BIDS** will be received at the Procurement Office, City of Rockville, 111 Maryland Avenue, 1st Floor, Rockville, Maryland 20850-2364 until **2:00 p.m., Tuesday, January 21, 2020**. The bidder assumes full responsibility for the timely delivery of a bid to the designated location. Bids delivered to any other office or location will not be considered. All bids will be publicly opened after the time set for receipt of bids and read aloud in the Mayor and Council Chambers at the same address.

Bids presented after the bid receiving deadline will not be received for any reason. The official time clock for receiving bids will be an electric date and time stamping clock, located in the Procurement Office at Rockville City Hall. In order to be considered, bids must be received on or before **2:00 p.m.** Therefore, a bid stamped in at **2:00 p.m.** is acceptable, but one stamped in at **2:01 p.m.** is late and will not be accepted.

ATTENTION: BIDDERS ARE HEREBY NOTIFIED THAT PARKING AT AND NEAR CITY HALL IS EXTREMELY LIMITED. ALLOW ADEQUATE TIME TO SUCCESSFULLY DELIVER THE BID TO THE REQUIRED LOCATION BY THE REQUIRED TIME.

1.2 BACKGROUND

The purpose of this solicitation is to establish a fixed price contract for mowing services at various City parklands, public grounds, public rights of way, and open space. In addition to the regularly scheduled mowing sites, additional mowing services, may be requested on an as needed basis. All work must be performed by a contractor of established reputation who is regularly engaged in the performance of the specified work; and who maintains and makes available for this purpose, a regular force of skilled employees and equipment.

Contractor shall furnish and deliver all necessary labor, materials, equipment and transportation required to provide mowing services.

1.3 PROJECT DESCRIPTION

Contractor shall supply all labor, equipment, and materials necessary to provide mowing, trimming and edging services at designated locations within the City of Rockville as detailed in these specifications. All work shall be performed to provide a neat, clean, well-groomed and trimmed appearance performed in a professional manner.

The Contract Administrator, or designated representative appointed by the City, shall supervise and inspect all mowing services. The Public Works Contract Administrator will designate an Inspector to inspect the Stormwater Management Facilities (SWM) listed in Section F1 to F5.

1.4 PROPOSED SCHEDULE

- A. IFB release date – December 19, 2020
- B. Pre-Bid Conference – January 7, 2020 at 10:00 a.m.
- C. Questions Due – January 10, 2020 by 2:00 p.m.
- D. **IFB closing date – January 21, 2020 by 2:00 p.m.**

1.5 PRE-BID CONFERENCE

A pre-bid conference will be held at 10:00 a.m., Tuesday, January 7, 2020, at the Rockville Public Works Facility Training Room (14625 Rothgeb Drive, Rockville, MD 20850). This meeting is not mandatory; however, bidders are strongly encouraged to attend.

1.6 DEADLINE FOR QUESTIONS

Questions pertaining to this bid may be directed to Tiffany Murriel via email at tmurriel@rockvillemd.gov no later than **2:00 p.m., Friday, January 10, 2020**. Oral answers to questions relative to interpretation of specification or the bid process will not be binding on the City. When submitting questions include the following information in the email subject line: **IFB 07-20 Bid Question**.

1.7 SUBMISSION

Bid forms, in duplicate, must be submitted in a sealed envelope. Per the example below, the face of the envelope shall contain the bid number and title, the name and address of the bidder, as well as, the date and time of the bid opening.

BID NUMBER: IFB 07-20
BID TITLE: MOWING SERVICES
BIDDERS NAME: (Insert Bidder's Name and Address)
DUE DATE: (Insert Due Date)

All bids are to be addressed and delivered by the date and time specified on the cover to:

City of Rockville
Procurement Office, 1st floor
Attn: TIFFANY MURRIEL
111 Maryland Avenue
Rockville, Maryland 20850-2364

1.8 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 offerors, 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 proposals or if the lack of such information would be detrimental to the uninformed offeror. Such addendums, if issued, will be posted at the address listed below:

<http://www.rockvillemd.gov/Bids.aspx>

Please note, that it is the respondent'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.

1.9 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 economical considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.

1.10 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."

1.11 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.

1.12 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.

1.13 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 – 1/2017

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. **SUBMISSION OF BID** All bids are to be submitted in a sealed envelope to the Purchasing Office, 111 Maryland Avenue, Rockville, MD 20850 per the submission instructions as outlined in the Invitation for Bids.. All forms must be provided as required by this Invitation for Bids.

The bid proposal form must be typed or written in ink and included within the submittal. 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 original signature, in the space provided, of an individual authorized to bind the bidder.

3. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered. Bids delivered to any other office or location will not be considered.
4. **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. Bidders may attend bid openings. A tabulation of bids received are posted on the City's website: <http://www.rockvillemd.gov/business/bids.htm>
5. **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.
6. **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 at: <http://rockvillemd.gov/Bids.aspx>

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.

7. **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.

8. **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.

9. **ERRORS IN BIDS** When an error is made in extending total prices the unit bid price will govern. Erasures in bids must be initiated by the bidder. 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.

10. **BID WITHDRAWAL** Requests for withdrawal of bids prior to bid opening shall be transmitted to the Purchasing Agent in writing.

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

12. **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.

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

14. **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.

15. **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.

16. **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.

17. **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:

<https://www.rockvillemd.gov/DocumentCenter/View/12219/VPN-Policy---May-2017?bidId>

18. **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.

19. **INTEREST IN MORE THAN ONE BID AND COLLUSION** Multiple bids 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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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 totally free as part of the Finance Department's efforts to improve customer services. Program information and registration can be viewed at the following web address: <http://rockvillemd.gov/index.aspx?NID=234>
25. **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.
26. **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.
27. **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.
28. **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.
29. **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.

30. **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.
31. **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.

32. **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.
33. **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.
34. **ABANDONMENT, DISSOLUTION AND RESTRUCTING** 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.
35. **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.

36. **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.
37. **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.

38. **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.

39. **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.
40. **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.

41. **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.

42. **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.
43. **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.
44. **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.
45. **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.
46. **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.
47. **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.

48. **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.

49. **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.

50. **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.

51. **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.

52. **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.

53. **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.

54. **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.

55. **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.
56. **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 07-20
MOWING SERVICES**

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 in writing by mail, email, or fax and directed as follows:

City of Rockville – Procurement Division
Attn: Tiffany Murriel
111 Maryland Avenue, 1st Floor
Rockville, MD 20850
Fax: 240-403-9326
Email: tmurriel@rockvillemd.gov

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 from date of award through October 31, 2020.

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 {through October 31, 2024}.
- B. The City expects all vendors to provide year over year cost reduction recommendations.
- C. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacture 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 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, in a sealed envelope 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 submit to the Procurement Division, 111 Maryland Ave, Rockville, MD. 20850 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>

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 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

There shall be NO subcontracting or assignment of work delegation. No exceptions.

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 07-20
MOWING SERVICES**

SECTION IV: TECHNICAL SPECIFICATIONS/SCOPE OF WORK

4.1 Scope of Services

Contractor shall supply all labor, equipment, and materials necessary to provide mowing, trimming and edging services at designated locations within the City of Rockville as detailed in these specifications. All work shall be performed to provide a neat, clean, well-groomed and trimmed appearance performed in a professional manner.

The Contract Administrator, or designated representative appointed by the City, shall supervise and inspect all mowing services. The Public Works Contract Administrator will designate an Inspector to inspect the Stormwater Management Facilities (SWM) listed in Section F1 to F5.

4.2 Damage

Contractor shall be responsible for all repairs and/or replacement for damage during performance of the mowing services. Contract Administrator will determine the degree of damage and extent of responsibility. This will include any damage by mowers, line trimmers, edgers and chemical applications. Any plant material damaged will be replaced at the Contractor's cost and will occur during the first planting season after damage occurs. A walk-through of all sites will be conducted prior to the start of the contract to determine preexisting conditions. Contractor shall promptly report any unusual conditions to the Contract Administrator.

4.3 Mowing Requirements

Mowers shall be set to provide a clean cut at cutting height of 3 ½ inches unless specified otherwise. Blades shall be sharpened prior to each mowing and as needed to ensure clean cut grass. All safety devices shall be in place according to the manufacture's specification on machines. Discharge shoots shall be positioned away from people, pets and structures.

Areas listed under Section A (Parks and Facilities Division) that are less than 2 acres must have grass clippings collected and removed from the site at the direction of the Contract Administrator and at the Contractor's expense.

Grass clippings and debris must not be blown into tree pits, shrub beds, and flowerbeds and any re-mulching required in these areas will be done by the City and charged to the Contractor. Grass clippings must not be blown into any storm drains.

Mowing height shall be 3 ½ inches, unless specified by the Contract Administrator.

The frequency of mowing will follow a set schedule to be established by the Contract Administrator at the beginning of each mowing season. Contractor shall notify the Contract Administrators immediately of any deviation from this schedule, which must be approved by the Contract Administrator for that area. Factors such as rain or drought

may affect the schedule and the Contract Administrators may elect to change the frequency based on these factors. The City may approve schedule changes to better accommodate the Contractor and are also in the best interest of the City. Any changes in the mowing schedule must be submitted, in writing, with justifications to be approved by the Contract Administrator of that area. No changes in scheduling will be made without approval of the Contract Administrator.

If weather conditions prevent mowing the Contract Administrator may suspend the mowing services for that scheduled week. A make-up mowing will be scheduled which may extend beyond the mowing schedule. There is no guarantee that all scheduled mowing will occur. Skipped or missed areas of mowing will not be compensated.

Exact boundaries will be established with the Contract Administrators before the first mowing. Once exact boundaries are established, the Contractor shall be responsible for communicating boundaries to their staff. It will not be the responsibility of the Contract Administrators to review boundaries with Contractor or their staff after the boundaries have been established and given to the Contractor. Contract Administrators will establish boundaries for any new areas added to or deleted from the contract.

In instances where mowing has not been satisfactorily performed, or any portion or portions of work omitted or improperly performed, a deduction for the mowing shall be made at the rate indicated in the Schedule of Deductions.

4.4 **Trash Removal**

Contractor shall clear the mowing areas of all trash and debris prior to each mowing. Trash and debris shall be properly disposed of, off site, at the Contractor's expense. Mowing over any trash is prohibited. If accidentally done so, the Contractor shall clean up the trash prior to leaving the site. Sticks and branches that are cleared from the mowing areas shall be collected and removed from site.

Debris removal is critical at Stormwater Management (SWM) facilities. In no instance shall the Contractor place any debris into a SWM control structure, stream or watercourse.

Contractor is not responsible for the removal of fallen trees, large limbs or dumped large items or debris. Contractor shall report the discovery of any of those impediments to the Contract Administrator as soon as possible.

In instances where trash removal has not been satisfactorily performed, or any portion or portions of work omitted or improperly performed, a deduction for the trash removal shall be made at the rate indicated in the Schedule of Deductions.

4.5 **Edging**

Contractor shall clean-cut edge all cement curbs and sidewalks, every other mowing, at all sites using an edger that incorporates a steel blade.

Contractor shall edge all asphalt and brick curbs and sidewalks, every other mowing, at all sites using a line trimmer.

Contractor will remove built up soil and organic material from the sidewalk or curb as part of the edging operation. The full width of the sidewalk or curb will be exposed with a defined, visible edge when edging is satisfactorily completed. All edging debris that cannot be blown into the turf will be removed and disposed of off-site at the Contractor's expense.

In instances where edging has not been satisfactorily performed, or any portion or portions of work omitted or improperly performed, a deduction for the edging shall be made at the rate indicated in the Schedule of Deductions.

4.6 **Chemical Trimming**

Contractor shall apply a post-emergent herbicide around the base of trees, shrubs, guardrails, concrete curbs, gutters and medians adjacent to the mowing areas as to provide a minimum weed free zone of two (2) feet.

In instances where chemical line treatments have not been satisfactorily performed, or any portion or portions of work omitted or improperly performed, a deduction for the chemical line treatments shall be made at the rate indicated in the Schedule of Deductions.

These applications shall be performed three times per year in May, July and September. The post-emergent herbicide must be approved by the Contract Administrator and applied in accordance with the laws of State of Maryland by a registered applicator. Factors such as rain or drought may affect the schedule and the Contract Administrators may elect to change the schedule based on these factors.

4.7 **Line Trimming**

To maintain a neat appearance between chemical trimmings, the Contractor shall trim around all tree pits, shrub beds, flower beds, signs, SWM control structures, guardrails and other hardscape features at the conclusion of each mowing with approved mechanical line trimmers. Absolutely no line trimming is to impact or occur around the base of trees and shrubs.

4.8 **Changes in Assignment**

The City reserves the right to add or delete sections under this contract. Payment will then be adjusted based on acreage, using the unit price calculated from the Contractor's price proposal. If mowing is canceled by the contract administrator, no payment shall be made for the cancelled mowing. The contract administrators may choose to extend the length of contract beyond the seasons scheduled end date to fulfill mowing needs.

4.9 **Optional Services**

Contract Administrator may request optional landscaping services. When requested, the Contractor shall inspect the work needed and provide a "Not-To-Exceed" written cost estimate to perform the work and a time schedule for completion. For any materials over \$250.00 the contractor shall provide materials cost sheets.

Written estimates must be signed by the Contractor and approved: a brief description of the work estimated labor hours, material costs and estimated completion date. Upon approval of the estimate by the Contract Administrator(s), the Contractor shall proceed

with the work. Labor shall be billed at the hourly rates provided by the Contractor on “Optional Services” section of the Bid Proposal Form. Payment for additional work will be made per “GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS” paragraph 24 “PAYMENT, Page 8”

4.10 **Site Inspection**

The bidder is expected to have become familiar with and take into consideration conditions which may affect the work. The bidder shall acquaint themselves thoroughly as to the character and nature of the work at each location. Each bidder furthermore shall make a careful examination of the site and inform themselves fully as to the difficulties to be encountered in performance of the work.

No plea of ignorance of conditions that exist or may hereafter exist; or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigation and examination, will be accepted as an excuse for failure or omission on the part of the Contractor to fulfill in every detail all requirements set forth herein.

The bidder shall employ methods or means as to not cause interruption of or interference with any other contractor, resident or City personnel at the site.

4.11 **Contractor Qualifications**

Contractor shall be of established reputation and shall currently be in business providing commercial services similar in scope for at least the last five (5) years. Contractor shall be regularly engaged in the performance of the specified work and make available, for this purpose, a regular force of skilled workers.

Contractor shall perform all specified work using skilled, bonded, and licensed technicians; supervised and directly employed by the Contractor. Materials and equipment furnished by the Contractor shall conform in strength, quality of material, appearance, and workmanship to that which is usually provided by contractors 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 always have available a dedicated line for facsimile machine, an email address and telephone number for communication between the Contractor and the Contract Administrator.

Contractor shall hold a current Maryland Commercial Department of Agriculture Pesticide Applicators License with certification in Category IIIC (Turf) and VI (Right of Ways). A copy of the Contractor's Maryland Department of Agriculture Pesticide Applicators License shall be submitted with this bid.

4.12 **References**

Bidder shall provide five (5) current commercial business references (see Reference form page 42). Requirements for each reference is that they must be of comparable size and services in which similar commercial mowing services have been provided preferably to a local, county, state or federal government, a major housing development, college campus or business park.

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

4.13 **Employees**

Contractor shall maintain a fully qualified work force and shall make available throughout the period of the contract a sufficient number of employees to perform the required services within the hours indicated in the schedule and respond to more than one job at any given time.

Contractor's employees must be in uniform to include shirt, long pants and work boots and display a neat and clean appearance. Employees must wear Class II safety vests.

All employees must be pleasant, courteous and conduct themselves in a professional manner to the public and City staff.

Contractor is required to have the following staff dedicated to managing the requirements of this contract:

One (1) supervisor who will report directly to the Contract Administrator and will supervise the crew leaders and ground crew. Contractor's supervisor shall inspect the performance of the ground crew in all areas to assure that uniform and high-quality workmanship is continually maintained. The crew leader shall have a minimum of three (3) years' experience within the last five (5) years in grounds maintenance, mowing, edging, line trimming, chemical application and debris pick-up and disposal.

Contractor's two (2) crew leaders who will report directly to the supervisor but shall also respond to the Contract Administrator when required.

A minimum of fourteen (14) equipment operators, which includes the two crew supervisors, shall always be on site performing mowing services. Work crews can work individually or in small groups based on the size of the section, but Contractor shall maintain a minimum of fourteen (14) operators available. These equipment operators shall be dedicated to performing mowing services for the City of Rockville.

While at a site the Contractor shall at all times have at least one employee that is fluent in communicating in the English language.

Contractor shall establish a written safety and health policy and provide training materials in a language and at a literacy level that all employees can understand. In addition, the Contractor shall assess each job for safety hazards and design a work plan that addresses methods of dealing with hazards during the mowing process.

Contractor shall observe and comply with federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold the City harmless, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance, or regulation, whether by Contractor or their agents. Notwithstanding the foregoing, in the event that the Contractor determines

that a conflict exists between any applicable law, ordinance and/or regulation, the Contractor will so advise the City and the City will decide which law, ordinance and/or regulation shall be followed.

If any Contractor's employee on the jobsite shall appear to the Contract Administrator(s) to be incompetent, act disorderly or in an improper manner, such person shall be removed immediately on the request of the Contract Administrator(s) and shall not again be re-employed on the City contract without approval of the Contract Administrator(s).

4.14 **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, telephone number, and Maryland Commercial Department of Agriculture Pesticide Applicators License number prominently displayed on both sides of the vehicles.

All vehicles shall be clean, maintained and painted to present a neat, professional appearance. In additional, all vehicles and equipment shall meet all current City, State, and Federal safety requirements.

At a minimum, Contractor shall own and have available and in good working order the following:

- 3 (three) – Crew Cab Trucks with Equipment Trailers
- 15 (fifteen) – Rotary Mowers, 36" or wider
- 6 (six) – Walk-behind Rotary Mowers
- 4 (four) – Single Blade/Sidewalk Edgers
- 4 (four) – Line Trimmers

All mowing equipment shall meet all current ANSI and all other applicable safety regulations.

Contract Administrator, or designated representative, will inspect the Contractor's equipment prior to contract award and at any other time to ensure that it is safe and well maintained and in proper working condition according to the requirements of the manufacture.

4.15 **Material Safety Data Sheets**

By law, the City of Rockville will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. Contractor's pesticide applicators are required to have on site the product label and/or MSDS sheets for all products being used as required by the Maryland Department of Agriculture's MDA Regulation 10.05.01.

4.16 **Accident Prevention and Protection**

Precautions shall be exercised at all times for the protection of persons and property. Contractor 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 Contractor.

Contractor shall provide for a neat, clean, and safe environment at all times. Barricades and/or signage shall be provided and posted by the Contractor when work is performed in areas traversed by persons, or when deemed necessary by the Contract Administrator.

Refueling and other routine maintenance practices are not to be carried out on any grass or associated grounds area; all equipment must be moved to paved areas for these operations. Any fuel or fluid spills or spoils generated from equipment operations or maintenance is 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.

Contractor shall take all necessary precautions to protect existing City equipment, Contractor's equipment, City facilities, and occupants from damages or harm caused by any work.

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. Any damages or injuries shall be reported to the Contract Administrator, in writing, within 24 hours of occurrence.

Contractor shall leave work site clean and free of any tools and other materials related to the work.

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.

4.17 **Traffic Controls**

Contractor shall be responsible for coordinating with the City of Rockville Police Department any traffic control measures. 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 Rockville Police Department.

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

Contractor is solely responsible for obtaining the Lane Closure Permits required by Maryland Department of Transportation State Highway Administration for work on all State-owned roads and can be obtained by calling 301-513-7311. Permits are always to be kept with vehicle.

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

4.18 Work Schedule

Mowing shall begin the first full week in April and end the last full week of October unless otherwise directed by the Contract Administrator. Specific mowing schedule is listed under the MOWING AREAS, LOCATIONS AND SCHEDULE section of this bid.

Regular working hours will be from 7:00 a.m. to 5:00 p.m., Monday – Friday, excluding weekends and City of Rockville holidays. Work on State highways shall commence between the hours of 9:00 a.m. and 3:00 p.m. in accordance with the Maryland Department of Transportation State Highway Administration regulations. Work shall be started late enough in the morning to make certain that the dew has evaporated. Contractor shall obey all noise ordinance regulations required by the County, City, or Municipal jurisdictions.

City holidays include:

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

Any changes to these work hours must be approved by the Contract Administrator in advance.

4.19 Invoices

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

The Contractor shall be responsible for clearly identifying all items and services provided on all invoices by using descriptive words and including locations serviced.

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

Invoices shall be sent to:

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

City of Rockville
Public Works Division (Sections F1 – F5)
Heather Gewandter, Stormwater Manager
Department of Public Works
City of Rockville
111 Maryland Avenue
Rockville, MD 20850
Telephone: 240-314-8873
FAX: 240-314-8309
E-Mail: hgewandter@rockvillemd.gov

Payments of invoices will be made upon the inspection and acceptance by the Contract Administrator. Should any portion of the service not meet the City's acceptance, payment shall be adjusted.

4.20 Deficiencies in Work

Contractor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the bid specifications regardless of project completion status. All corrections shall be made within two (2) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Contractor 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) 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 Contractor 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.

4.21 Non-Payment and Deductions for Failure to Perform

The City reserves the right to deduct payment from the invoice for corrections not made in proportion with the unit prices quoted. The amount to be deducted will be at the discretion of the Contract Administrator. If the City requires outside services or the use of City personnel to correct noted deficiencies, the Contractor will be back charged for the cost incurred.

It is the objective of the City to obtain a Contractor who will perform the complete mowing services as identified in the specifications; and deductions will therefore, be made as stipulated. If this provision of the contract must be invoked frequently, it will be indicative of overall nonperformance, and grounds for termination of the contract.

If the Contractor does not comply with the request within such time as the City deems to be reasonable, the work shall be performed by other means, and the cost thereof will be deducted from any money due or to become due to the Contractor.

If this omitted or unsatisfactory work cannot be accomplished by other means, and cannot be rescheduled, a deduction covering the cost of service omitted or not satisfactorily performed will be made from any monies due or to become due the Contractor.

In instances where services have not been satisfactorily performed, or any portion or portions of work omitted or improperly performed, a deduction for the area shall be made at the rate indicated in the Schedule of Deductions.

Schedule of Deductions:

1.	'A' mowing locations	Total for location missed
2.	'B' mowing locations	Total for location missed
3.	'C' mowing locations	Total for location missed
4.	'D' mowing locations	Total for location missed
5.	'E' mowing locations	Total for location missed
6.	'F1' mowing locations	Total for location missed
7.	'F2' mowing locations	Total for location missed
8.	'F3' mowing locations	Total for location missed
9.	'F4A' & 'F4B' mowing locations	Total for location missed
10.	'F5' mowing locations	Total for location missed
11.	Failure to removed trash/debris	\$50.00 per occurrence
12.	Failure to apply chemical line treatments	\$100.00 per occurrence
13.	Failure to edge	\$100.00 occurrence

4.22 Use of Contract by Other City Departments

Although this Invitation to Bid is specific to the Parks & Facilities Division and Public Works Division, it is hereby agreed and understood that any City department may avail itself of this contract and purchase any and all items specified herein from the Contractor at the contract prices established herein. Under these circumstances, a separate purchase order shall be issued by the City, which identifies the requirements of the City department requesting the services.

4.23 Use of Contract by Other Public Bodies

Bidders are advised that the resultant contract(s) may be extended, with the authorization of the Bidder to other public bodies, or public agencies or institution of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to sue the final contract, the Contractor(s) must deal directly with that public body concerning the placement or orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The City of Rockville acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have NO EFFECT on consideration of your bid.

It is the Contractor's responsibility to notify the public body(s) of the availability of the contract(s).

The City of Rockville shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

4.24 **Contract Administrators**

After award, all non-contractual questions or concerns pertaining to all mowing services shall be addressed to:

Parks and Facilities Division (Sections A – D)
Dianne Fasolina, Parks Maintenance Manager
14625 Rothgeb Drive
Rockville, Maryland 20850
Telephone: 240-314-8711
FAX: 240-314-8719
E-Mail: dfasolina@rockvillemd.gov

Public Works Division (Sections F1 – F5)
Heather Gewandter, Stormwater Manager
Department of Public Works
City of Rockville
111 Maryland Avenue
Rockville, MD 20850
Telephone: 240-314-8873
FAX: 240-314-8309
E-Mail: hgewandter@rockvillemd.gov

Rockville Swim and Fitness Center (listed under Section A)
Martin Seitz, Swim and Fitness Facility Supervisor
355 Martins Lane
Rockville, Maryland 20850
Telephone: 240-314-8750
FAX: 240-314-8759
E-Mail: mseitz@rockvillemd.gov

MOWING AREAS, LOCATIONS AND SCHEDULE **PARKS AND FACILITIES DIVISION**

Weekly dates listed in this bid correspond to the initial contract year beginning in April 2020. All other weekly dates shall be adjusted accordingly.

SECTION A: CITY PARKS AND FACILITIES

Frequency: 30 weekly mowings to begin the first full week in April and end the last week of October. Edging to be completed at every other mowing.

Weekly Mowing Dates: 4/6, 4/13e, 4/20, 4/27e, 5/4, 5/11e, 5/18, 5/25e, 6/1, 6/8e, 6/15, 6/22e, 6/29, 7/6e, 7/13, 7/20e, 7/27, 8/3e, 8/10, 8/17e, 8/24, 8/31e, 9/7, 9/14e, 9/21, 9/28e, 10/5, 10/12e, 10/19, 10/26e (e = edging week)

	DESCRIPTION	ACREAGE
1.	Azalea Drive (medians between Nelson Street and Woodley Drive)	0.67
2.	Beall Dawson Historical Park (includes 111& 113 W. Montgomery Avenue)	2.00
3.	Broadwood Drive – medians between Veirs Mill Road & Baltimore Road	1.00
4.	Bullards Park – 150 Calvert Road	2.75
5.	City Hall Campus – 111 Maryland Avenue	1.00
6.	Dawson Farm Park – 312 Ritchie Parkway	3.50
7.	Friends Park – intersection of Great Falls Road, E. Jefferson Street, & W. Montgomery Avenue	0.40
8.	Gilbert Triangle – intersection of Edmonston Drive and Gilbert Road	0.16
9.	Glenora Park – 2199 Dundee Road	4.50
10.	Horizon Hill Park – Wootton Parkway & S. Fallsmead Way	2.50
11.	Jacquilin T. Williams Park – 101 S. Adams Street	1.06
12.	James Monroe Park – 100 Monroe Street	0.71
13.	Karma Academy – Watts Branch at Aintree Dr	2.68
14.	Karn Park – Corner of Evans Street & Laura Lane	0.11
15.	King Farm Homestead Park – 16100 Frederick Road	5.00
16.	Lone Oak Park – 1010 Grandin Avenue (<i>school site – no herbicides</i>)	2.50
17.	Mary Trumbo Park – 220 Park Road	0.18
18.	E. Middle Lane – 1 median at the intersection with Route 355	0.01
19.	Millennium Gardens Park – 634 Great Falls Road	1.20
20.	Monument Park – 550 Maryland Avenue	6.00
21.	Mount Vernon Place to Ritchie Parkway – along path	1.00
22.	North Farm Park – 601 Farm Pond Lane	4.00
23.	Peg Sante Park – intersection of Mannakee Street and Beall Avenue	0.58
24.	Potomac Woods Park – 2276 Dunster Lane	5.00
25.	Redgate Park – 14500 Avery Rd (<i>29 mowings only</i>)	20.00
26.	Rockcrest Park – 1331 Broadwood Drive	3.00
27.	Rockmead Park – 1510 Gerard Street	1.00
28.	Rockville Civic Center Park – 603 Edmonston Drive (<i>Thursdays Only</i>)	20.25
29.	Silver Rock Park – 1105 Maple Avenue	2.50
30.	Swim Center – 355 Martins Lane (outdoor pool area <i>before 10am weekdays only</i>)	1.00
31.	Veteran's Park – 600 Rockville Pike	0.68
32.	Woottons Mill Park – 402 Hurley Avenue	4.50
33.	Woodley Gardens Park – 900 Nelson Street	9.21
SECTION A TOTAL ACREAGE		110.65

SECTION B: CITY RIGHT OF WAYS		
<u>Frequency:</u> 14 bi-weekly mowings to begin in April and end in October. Edging to be completed at every other mowing.		
<u>Bi-Weekly Mowing Dates:</u> 4/6, 4/20e, 5/4, 5/18e, 6/1, 6/15e, 6/29, 7/13e, 7/27, 8/10e, 8/24, 9/7e, 9/21, 10/5e, (e = edging week)		
	DESCRIPTION	ACREAGE
1.	Aintree Drive – North side from Watts Branch Parkway to Court by Playground	0.73
2.	Bouldercrest Court – corner lot from light post to fence	0.11
3.	Cabin John Parkway – west side from Monroe Street to Leverton Road	3.00
4.	Crestview Court. – circle in court	0.11
5.	Crestview Drive – lot between 1725 and 1729 Crestview Drive	0.22
6.	Darnestown Road – from Glen Mill Road to south side of Windy Knoll Court down to wood fence	0.26
7.	Eton Overlook – cul-de-sac	0.04
8.	Falls Road – bike path side between Wootton Parkway to Dunster Road	1.17
9.	Falls Road – from W. Kersey Lane to Hadley Park (west side)	0.39
10.	Gerard Court – field between Gerard Court and Elmwood Court off of Greenplace Terrace	1.95
11.	Great Falls Road – traffic Island at Rose Petal Way	0.10
12.	Hurley Avenue – Woottons Mill Park side from Bridge to Monet Drive (skip Church)	0.90
13.	Hurley Avenue at Route 28 – NW side, Rockshire Garden Club site, across from Shell Station	1.00
14.	Maryland Avenue – south side from Argyle Street to Potomac Valley Road	1.04
15.	Monroe Street – from Big Oak Court to Dogwood Park (East Side of Park – Stop prior to townhouses)	0.71
16.	New Mark Esplanade – lot between dead-end and Monroe Street	1.25
17.	Paulsboro Drive – behind townhouses 901 to 975	1.71
18.	Richview Court – path between 5 and 6 Richview Court	0.25
19.	Ritchie Parkway – Southeast side between W. Edmonston Drive and Fleet St	2.30
20.	S. Fallsmead Way – from Wootton Parkway to first houses on both sides	0.56
21.	Scott Drive – Corner of Wootton Parkway to end of City Maintenance sign – both sides	0.20
22.	Seven Locks Road – median across from Twin Oaks Drive	0.04
23.	Seven Locks Road – West side from Wootton Parkway to “End of City Maintenance” sign	0.51
24.	Tower Oaks Boulevard – between Montrose Road to the Southwest corner GEICO	0.80
25.	Tower Oaks Boulevard – traffic Island at Montrose Road	0.40
26.	W. Lynfield Drive – from E. Argyle Street to Cabin John Parkway	0.35
27.	Watts Branch Parkway – field between Watts Branch Parkway & Route 28 beside Shell station - includes area surrounding and under bridge up to guardrail	2.68
28.	Watts Branch Parkway – area over bridge/hill side and bike path sides	2.00
29.	Watts Branch Parkway – right side from Hurley Avenue to Aintree Drive & left side below Gerard Street, right side below Lochness Court to first house	2.34
30.	Woodburn Road – dead end	0.25
31.	Wootton Parkway – between Seven Locks Road and Route 355 both sides and medians	5.50
32.	Wootton Parkway – between Seven Locks Road and Darnestown Road (includes Orchard Ridge Park), both sides and medians	23.46
SECTION B TOTAL ACREAGE		56.33

SECTION C: CITY RIGHT OF WAYS		
Frequency: 14 bi-weekly mowings to begin in April and end in October. Edging to be completed at every other mowing.		
Bi-Weekly Mowing Dates: 4/13e, 4/27, 5/11e, 5/25, 6/8e, 6/22, 7/6e, 7/20, 8/3e, 8/17, 8/31e, 9/14e, 9/28, 10/12e, (e = edging week)		
	DESCRIPTION	ACREAGE
1.	Anderson Park – Southeast side of field behind townhouses on Princeton Place	1.00
2.	Avery Road – from Norbeck Road to Redgate Park entrance, both sides	0.30
3.	College Parkway – Northwest side from Nelson Street to first house	0.27
4.	College Parkway – median at Route 355	0.05
5.	E. Gude Drive – between Norbeck Road and Southlawn Drive	2.55
6.	Entrance to Cambridge Heights Townhomes – at Research Boulevard and Route 28	0.22
7.	First Street Park – between Maple Avenue & Anita Court (no vehicle access)	1.32
8.	First Street median – between Baltimore Road and Grandin Avenue	0.08
9.	First Street – across from Maryvale Park between First Street & Norbeck Road	0.25
10.	Fordham Street – field from corner of Princeton Place to house next to parkland	0.72
11.	Forest Avenue – corner of Forest Avenue & Dawson Avenue	0.32
12.	Gaither Road - between 1010 and 1138 Gaither Road along path	0.15
13.	Halpine Road – between Route 355 & E. Jefferson Street, 3 medians	0.22
14.	Nelson Street – both sides from Aster Boulevard to first house beyond College Parkway	0.34
15.	Nelson Street – 1000 block, 2 medians across from small shopping center	0.05
16.	Pier Drive – between Halpine Road & Vandergrift Avenue along stream from Ardennes Avenue to Twinbrook Park	2.30
17.	Princeton Place – Southwest side of park land from College Parkway to Duke St S (skip houses on Columbia Ct.)	0.83
18.	S. Stonestreet Ave. – From Baltimore Rd. - continue up both sides of S. Stonestreet Ave. - along sidewalk and guard rails to first house on north side and driveway of Apartments on south side	1.65
19.	Traffic Island – Route 28 & Darnestown Road	0.18
20.	Twinbrook Bike Path – Rear of Rockcrest Recreation Center to Twinbrook Park footbridge including Viers Mill Road spur	7.77
21.	Viers Mill Road (service drive) – between Twinbrook Parkway and First Street	4.47
22.	W. Gude Drive – between Route 355 and I-270 overpass both sides and medians	4.08
23.	W. Gude Drive – between Research Boulevard and W. Montgomery Avenue medians & turn islands	0.63
24.	Winding Rose Drive – berm across 500 block above the stone wall	4.00
25.	Wintergreen Terrace – south side from Larkspur Terrace between houses along park land	1.15
SECTION C TOTAL ACREAGE		34.90

SECTION D: STATE HIGHWAY RIGHT OF WAYS		
Frequency: 14 bi-weekly mowings to begin in April and end in October. Edging to be completed at every other mowing.		
Weeks: Bi-Weekly Mowing Dates: 4/6, 4/20e, 5/4, 5/18e, 6/1, 6/15e, 6/29, 7/13e, 7/27, 8/10e, 8/24, 9/7e, 9/21, 10/5e, (e = edging week)		
	DESCRIPTION	ACREAGE
1.	Route 355 – from Twinbrook Parkway to Shady Grove Road center medians only	5.50
2.	Route 586 –Twinbrook Parkway to MD Route 911 center medians	3.70
3.	Route 28 – Norbeck Road, from City limits to MD Route 586	6.64
4.	Route 911 – from Route 586 to Route 355, median & sides * excludes area in front of Apartments	0.60
5.	Route 28 – from Nelson Street to Hurley Avenue, median & 2 triangle ramps (includes bikeway bridge slope)	0.60
6.	Route 28 – W. Montgomery Avenue from Research Boulevard to Shady Grove Road (median and guard rail areas)	0.50
SECTION D TOTAL ACREAGE		17.54

MOWING AREAS, LOCATIONS AND SCHEDULE **PUBLIC WORKS DIVISION**

Weekly dates listed in this bid correspond to the initial contract year beginning in April 2020. All other weekly dates shall be adjusted accordingly.

SECTION F1 TO F5: STORMWATER MANAGEMENT

These sections include ponds, wet lands, dry ponds, and Public Works facilities. Key #2375 maybe required for access.

SECTION F1A: STORMWATER MANAGEMENT		
<u>Frequency:</u> 14 bi-weekly mowings to begin in April and end in October. Edging to be completed at every other mowing.		
<u>Bi-Weekly Mowing Dates:</u> 4/13e, 4/27, 5/11e, 5/25, 6/8e, 6/22, 7/6e, 7/20, 8/3e, 8/17, 8/31e, 9/14e, 9/28, 10/12e, (e = edging week)		
	DESCRIPTION	ACREAGE
1.	Aintree #2 – (bio-retention) entire dam & upland slopes to Barclay Court & rear of residences	0.71
2.	Aintree – one pond at Aintree	1.92
3.	Arlive Court – entire parcel mowed	0.27
4.	Carnation Drive – area between the right-of-way & 25’ back to gabion dam & 20’ approximately on left side of dam	0.10
5.	Curtis Place – off of W. Edmonston Drive	0.34
6.	Dawson Farm – area from end of Ritchie Parkway to footbridge inside the limits of bike path and along right-of-way line on Ritchie Parkway	0.70
7.	Fallsgrove Pond – off of W. Montgomery Avenue, area inside fence	0.70
8.	Gerard Court – area includes depressed area	0.34
9.	Glenora Park West – area includes entire parcel	0.26
10.	Hungerford /Stoneridge – entire dam area from entrance off Cabin John Parkway to Wootton Parkway	1.11
11.	Legacy at Lincoln Park – entire parcel from Moore Drive to 798 N. Horners Lane	0.38
12.	Locks Pond Court – entire parcel mowed down to asphalt path	0.74
13.	Mount Vernon Place – from right-of-way of Mt. Vernon Place along west side of bike path to stream	1.24
14.	National Capital Research Park – includes tip of dam to parking lot to opposite side of dam where slope begins	0.16
15.	North East Park – entire dam to be mowed	0.28
16.	North Farm – entire parcel behind homes along Farm Haven Court to house #4 – excludes the stream area	1.80
17.	Potomac Woods – Pond 2276 Dunster Lane	0.50
18.	Rose Hill Falls # 1 – access area to structure only	0.16
19.	Rose Hill Falls # 2 – area along top and sides of dam	0.96
20.	Rose Hill Falls # 3 – area along top and sides of dam	0.06
21.	Rose Hill Falls # 4 – area along top and sides of dam	0.20
22.	Rose Hill Falls # 5 – area along top and sides of dam	0.21
23.	Villages at Tower Oaks Pond - Corner of Wootton Parkway and Tower Oaks Boulevard – by town homes	0.61
24.	Tower Oaks at Montrose Road area around pond, slope to top of hill	0.40
SECTION F1A TOTAL ACREAGE		14.15

SECTION F1B: STORMWATER MANAGEMENT		
Frequency: 30 weekly mowings to begin the first full week in April and end the last week of October.		
Weekly Mowing Dates: 4/6, 4/13e, 4/20, 4/27e, 5/4, 5/11e, 5/18, 5/25e, 6/1, 6/8e, 6/15, 6/22e, 6/29, 7/6e, 7/13, 7/20e, 7/27, 8/3e, 8/10, 8/17e, 8/24, 8/31e, 9/7, 9/14e, 9/21, 9/28e, 10/5, 10/12e, 10/19, 10/26e (e = edging week)		
	DESCRIPTION	ACREAGE
1.	Horizon Hill Facility # 1 – includes area downstream side of dam to all parkland up to N. Commons Way	0.04
2.	Horizon Hill Facility # 2 – includes area from toe of dam at pebble Ridge Court to toe of dam at Longhill Drive	0.03
3.	Horizon Hill Facility # 3 – area includes all from upstream of toe of dam at Longhill Drive	0.06
SECTION F1B TOTAL ACREAGE		0.13

SECTION F2: STORMWATER MANAGEMENT		
Frequency: 30 weekly mowings to begin the first full week in April and end the last week of October.		
Weekly Mowing Dates: 4/6, 4/13e, 4/20, 4/27e, 5/4, 5/11e, 5/18, 5/25e, 6/1, 6/8e, 6/15, 6/22e, 6/29, 7/6e, 7/13, 7/20e, 7/27, 8/3e, 8/10, 8/17e, 8/24, 8/31e, 9/7, 9/14e, 9/21, 9/28e, 10/5, 10/12e, 10/19, 10/26e (e = edging week)		
	DESCRIPTION	ACREAGE
1.	Rockville Heights – entire parcel at the end of Leland Street	0.80
SECTION F2 TOTAL ACREAGE		0.80

SECTION F3: STORMWATER MANAGEMENT		
Frequency: 3 mowings per year to be mowed May, July and September		
	DESCRIPTION	ACREAGE
1.	Don Mills Court – entire parcel	0.08
2.	Leverton Road – entire parcel	0.14
3.	Edmonston Drive at Ritchie Parkway	0.19
4.	Fallswood Court – area included dam, emergency spillway, grasses area with limits of woods near outfalls	0.98
5.	King Farm – Irvington Ponds Near 700 King Farm Blvd	0.21
6.	King Farm Piccard Drive – Near 800 King Farm Blvd	0.35
7.	King Farm – Gaither Road pond - corner of Redland Boulevard and Gaither Road – facility dam	0.30
8.	King Farm – Gaither Road at King Farm Blvd (mow pond and dam)	0.13
SECTION F3 TOTAL ACREAGE		2.38

SECTION F4A: WATER TREATMENT ROCKVILLE, MD LOCATIONS		
Frequency: 30 weekly mowings to begin the first full week in April and end the last week of October.		
Weekly Mowing Dates: 4/6, 4/13e, 4/20, 4/27e, 5/4, 5/11e, 5/18, 5/25e, 6/1, 6/8e, 6/15, 6/22e, 6/29, 7/6e, 7/13, 7/20e, 7/27, 8/3e, 8/10, 8/17e, 8/24, 8/31e, 9/7, 9/14e, 9/21, 9/28e, 10/5, 10/12e, 10/19, 10/26e (e = edging week)		
	DESCRIPTION	ACREAGE
1.	Carr Avenue Water Tank – 213 Lockett Street and Carr Avenue (*key required)	0.51
SECTION F4A TOTAL ACREAGE		0.51

SECTION F4B: WATER TREATMENT POTOMAC, MD LOCATIONS		
Frequency: 14 bi-weekly mowings to begin in April and end in October.		
	DESCRIPTION	ACREAGE
1.	Sandy Landing Water Treatment Plant – Sandy Landing Lane, Potomac, MD	0.25
2.	Sandgringham Lane Pumping Station – Corner of Sandgringham Lane and S. Glen Mill Road, Potomac, MD (brick structure on corner)	0.15
SECTION F4B TOTAL ACREAGE		0.40

SECTION F4C: WATER TREATMENT ROCKVILLE, MD LOCATIONS		
Frequency: 14 bi-weekly mowings to begin in April and end in October.		
	DESCRIPTION	ACREAGE
1.	Hunting Hill Water Tower, 13902 Glen Mill Road – across from Lakewood Country Club (*key required)	1.25
2.	Talbot Street Water Tower, 200 Talbot Street – hillside outside of fence and area inside fence (*key required)	0.50
SECTION F4A TOTAL ACREAGE		1.75

SECTION F5: WASTE WATER PUMP STATIONS		
Frequency: 14 bi-weekly mowings to begin in April and end in October.		
	DESCRIPTION	ACREAGE
1.	Fallsgrove Pumping Station – driveway off of W. Montgomery Avenue (*key required)	0.46
SECTION F5 TOTAL ACREAGE		0.46

INVITATION FOR BIDS 07-20
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.

TOTALS FROM ATTACHMENT C (Excel Price Form)

	AREA	TOTAL ACREAGE	TOTAL PRICE
1	SECTION A	110.65	\$
2	SECTION B	56.33	\$
3	SECTION C	34.90	\$
4	SECTION D	17.54	\$
5	SECTION F1A	14.15	\$
6	SECTION F1B	0.13	\$
7	SECTION F2	0.80	\$
8	SECTION F3	2.38	\$
9	SECTION F4A	0.51	\$
10	SECTION F4B	0.40	\$
11	SECTION F4C	1.75	\$
12	SECTION F5	0.46	\$
GRAND TOTAL			\$

Grand Total in Words:

_____ (\$ _____)

BIDDER NAME _____

RETURN THIS PAGE WITH BID

UNIT PRICING

The City may require additional mowing services at locations of a similar nature, but not specifically listed in this Invitation for Bid. If the Contractor agrees to provide such services, the pricing on such additional locations shall be based upon per acre pricing below. If the price offered is not acceptable to the City, the City reserves the right to procure those services from other vendors, or to cancel the contract upon giving the Contractor thirty (30)-days written notice.

SECTION	Sites less than 1 acre	Sites 1 acre and larger
SECTION A: CITY PARKS AND FACILITIES	\$	\$
SECTION B: CITY RIGHT OF WAYS	\$	\$
SECTION C: CITY RIGHT OF WAYS	\$	\$
SECTION D: STATE HIGHWAY RIGHT OF WAYS	\$	\$
SECTION F1A: STORMWATER MANAGEMENT	\$	\$
SECTION F1B: STORMWATER MANAGEMENT	\$	\$
SECTION F2: STORMWATER MANAGEMENT	\$	\$
SECTION F3: STORMWATER MANAGEMENT	\$	\$
SECTION F4A: WATER TREATMENT ROCKVILLE, MD LOCATIONS	\$	\$
SECTION F4B: WATER TREATMENT POTOMAC, MD LOCATIONS	\$	\$
SECTION F4C: WATER TREATMENT ROCKVILLE, MD LOCATIONS	\$	\$
SECTION F5: WASTE WATER PUMP STATIONS	\$	\$

ADDITIONAL SERVICE RATES

Prices quoted directly below are for additional landscape services and shall include all labor, materials and equipment required to perform the service on an as need basis when requested during the contract period.

LABOR CLASSIFICATION	Regular Rate (per hour)
Supervisor	\$
Crew Leader	\$
Equipment Operator	\$
Helper	\$

BIDDER NAME _____

RETURN THIS PAGE WITH BID

EQUIPMENT LIST

Contractor is required to complete the equipment list below and submit with bid. Contractor is advised that the list is by no means exhaustive; and the responsibility of providing the equipment necessary and essential for performing the work specified in the contract rests with the Contractor.

(ALL EQUIPMENT SHALL BE COMMERCIAL GRADE.)

ITEM	MANUFACTURER/MODEL (where applicable)	MINIMUM REQUIRED QUANTITY	NUMBER OF ITEMS CURRENTLY POSSESSED (PRE- AWARD)
Crew Cab Trucks with Trailers		3	
Rotary Mowers, 36" or wider, (commercial grade)		15	
Walk-behind Rotary Mowers		6	
Single Blade/Sidewalk Edgers		4	
Line Trimmers		4	

BIDDER NAME _____

RETURN THIS PAGE WITH BID

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.

INSURANCE

If awarded, the 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 pages 13-14.

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

SUBMITTALS

This page and the following items shall be submitted with the bid to include one original and one copy of each:

- a. Bid Pricing Form (pg. 37)
- b. Excel Price Form – Attachment C)
- c. Unit Pricing and Additional Service Rates (pg. 38)
- d. Equipment List (pg. 39)

BIDDER NAME _____

RETURN THIS PAGE WITH BID

**ATTACHMENT A
AFFIDAVIT**

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.

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** _____

RETURN THIS PAGE WITH BID

ATTACHMENT B

**INVITATION FOR BID 07-20
MOWING SERVICES**

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 _____
Address: _____
Contact Person: _____ Current phone #: _____
Email Address: _____
Contract Amount: _____ Name of your project supervisor: _____
Description of Work Performed: _____

2. Company Name _____
Address: _____
Contact Person: _____ Current phone #: _____
Email Address: _____
Contract Amount: _____ Name of your project supervisor: _____
Description of Work Performed: _____

3. Company Name _____
Address: _____
Contact Person: _____ Current phone #: _____
Email Address: _____
Contract Amount: _____ Name of your project supervisor: _____
Description of Work Performed: _____

RETURN THIS PAGE WITH BID

BIDDER'S QUESTIONNAIRE

The Bidder recognizes that in selecting a company, the City of Rockville will rely, in part, on the answers provided in response to this Questionnaire. Accordingly, bidders warrant to the best of its knowledge that all responses are true, correct and complete.

Company Profile

1. Number of Years in Business: _____
2. Type of Operation: Individual____ Partnership____ Corporation____ Government____
Number of Employees: _____ (company-wide)
Number of Employees: _____ (servicing location)

Annual Sales Volume: _____ (company-wide)
Annual Sales Volume: _____ (servicing location)
3. State that you will provide a copy of your company's audited financial statements for the past two (2) years, if requested by the City of Rockville.
4. Provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis), which indicates the financial stability of your company, if requested by the City of Rockville.
5. Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
6. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with The City of Rockville.
7. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

RETURN THIS PAGE WITH BID

SAMPLE
C O N T R A C T
For Machinery, Supplies, and/or Services

STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF ROCKVILLE
AND SUPPLIER OR CONTRACTOR

This Agreement, made this day of , 20 , by and between

THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, hereinafter referred to as the "COUNCIL" and

(A) _____

hereinafter referred to as the "CONTRACTOR".

WITNESSETH, that the CONTRACTOR and the COUNCIL for the consideration hereinafter named, agree as follows:

ARTICLE 1. The COUNCIL agrees to pay the CONTRACTOR for the performance of the contract the sum of _____ dollars (\$ _____)

ARTICLE 2. The CONTRACTOR agrees to furnish performance and payment bonds in such form as shall be acceptable to the COUNCIL, where required in the invitation for bid or the request for quotation, or where required by Maryland Law.

ARTICLE 3. The CONTRACTOR agrees to furnish all of the machines, equipment, material, and/or labor Described in the specifications entitled _____

ARTICLE 4. The COUNCIL may make any alterations, deviations, additions or omissions from the aforesaid specifications, which it may deem proper, without affecting or making void this contract; and in such cases the COUNCIL shall value or appraise such alterations and recommend the amount added to or deducted from the amount herein agreed to be paid to the CONTRACTOR for the excess or deficiency occasioned by such alterations. In case any alterations or deviations are made, such further time may be allowed for completion of the work, caused by such alterations or deviations as the purchasing agent or an appropriate department head of the City of Rockville shall decide to be reasonable.

ARTICLE 5. If the CONTRACTOR shall be adjudged bankrupt or if he shall make a general assignment for the benefit of his creditors, or if a Receiver shall be appointed on account of his insolvency, or if he shall persistently or repeatedly refuse or shall fail, except in case where extension of time is provided, to supply enough properly skilled workmen or proper materials or if he should fail to make prompt payment to subcontractors for materials or labor, or disregard law, ordinances or the instructions of the COUNCIL or otherwise be guilty of substantial violation of any provision of this Agreement, then the COUNCIL may, without prejudice to any other right or remedy, and after giving the CONTRACTOR reasonable notice, terminate the employment of the CONTRACTOR and take possession of the machines, equipment and material already delivered or in process of delivery.

ARTICLE 6. The CONTRACTOR and the COUNCIL agree that this Agreement, the Invitation for Bid or the request for quotation and all of the specifications therewith and all modifications thereof constitute the Contract, and that they are fully a part of the Contract as if hereto attached or herein repeated and that for themselves and each of them, their successors, personal representatives and assigns hereby agree to the performance of the covenants herein contained.

SAMPLE FORM – DO NOT RETURN

ARTICLE 7. The CONTRACTOR, with the execution of this Contract, makes assurance that all materials necessary for the completion of this project are now available to him or will be available so as not to cause delay in the time specified for completion, nor will there be any further expense to the COUNCIL by reason of any special expense imposed by his supplier or fabricator after this Contract is executed.

ARTICLE 8. The CONTRACTOR at all times shall observe and comply with all Federal and State Laws and local laws, ordinances and regulations in any manner affecting the conduct of the work; and all such other orders or decrees as exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Mayor and Council and all of its officers, agents, and servants against any claim or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or decrees whether by himself or his employees.

ARTICLE 9. The CONTRACTOR shall indemnify and save harmless the Mayor and Council of Rockville, Maryland, and all its officers, agents and servants from all suits, actions and damages and costs, of every name and description to which the 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 the part of the CONTRACTOR, his servants or agents or to other cause.

ARTICLE 10. 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 INITIO, 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.

IN WITNESS WHEREOF, the said (A) _____ and
the COUNCIL have caused these presents to be signed and sealed.

For
Corporations.

Corporation: _____

*By: _____ (Seal)
(Either president or vice-president. If other person is authorized,
authorization in form of corporate resolution must be attached.)

Witness: _____
(Should be secretary or Asst. secretary.)

*Corporate seal must be impressed through name of person signing for corporation.

For individuals
or partnerships.

Name: _____ (Seal)
(Either owner or partner)

Witness: _____

MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND

By _____ (Seal)
City Manager

ATTEST:

City Clerk/Director of Council Operations
Approved as to form and legality

City Attorney

NOTE (A): The CONTRACTOR shall enter the exact name of the business. An individual trading as a company shall enter: John Doe t/a Doe Masonry Company.