



**MONTGOMERY COUNTY PUBLIC SCHOOLS**  
 MARYLAND  
 www.montgomeryschoolsmd.org

Phone: 301-279-3123  
 Fax: 301-279-3173



**Invitation for Quote: 7088.8, Grounds Maintenance Service at West Farm Depot**

January 8, 2019

Date Due: 01/29/19  
 Time Due: 11:00 a.m.  
 Descriptive Literature Required: No

To Bidders:

Montgomery County Public Schools (MCPS) is requesting pricing for grounds maintenance services at MCPS, Department of Transportation, West Farm Bus Depot, located at 11920 Bournfield Way, Silver Spring, MD 20904.

Please complete the information requested below and include pricing information due on the attached item specification. Quotations shall be received on/or before the mentioned date and time listed above. Quotes should be in a sealed envelope with the quote number, time and date on the outside of the envelope. Please send your response to MCPS Procurement Unit, Attn: Deborah Ashcom, 45 West Gude Drive, Suite 3100, Rockville, MD 20850.

Sincerely,

Deborah Ashcom, Buyer I  
 Procurement Unit

TERM OF CONTRACT: 02/14/2019 through 02/13/2020

TERMS: \_\_\_\_\_ Prompt payment discount of less than 20 days will not be considered.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

VENDOR SIGNATURE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**Procurement Unit**

# MONTGOMERY COUNTY PUBLIC SCHOOLS

Procurement Unit

45 West Gude Drive, Suite 3100

Rockville, MD 20850-9999

## General Stipulations and Instructions To Bidders

### I. Invitation For Bid

The Board of Education of Montgomery County Maryland, herein after referred to as The Board of Education, will receive sealed proposals until the date and time indicated on the cover of the Invitation For Bid. Bids must be delivered to Montgomery County Public Schools, Procurement Unit, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, and be received and stamped prior to the bid opening. Bids may be delivered in person, but delivery to the mailroom or lobby does not validate the time of receipt. The respondent shall assume full responsibility for timely delivery of the bid, whether by the U.S. Postal Service or by any other carrier. Bids received after the designated time for the receipt of solicitations will be returned unopened. Bids must be delivered in sealed opaque envelopes. Envelopes shall be clearly marked on the outside lower left corner with the bid number and bid opening date and time.

### II. Intent

These specifications are intended to cover the furnishing and delivery of said materials, supplies, or services as hereinafter shown to any or to each of the various public schools, offices, or to any designated warehouse or warehouses in Montgomery County, Maryland, whichever is specified, in quantities to be determined subsequent to the bid opening.

### III. Right To Cancel Or Reject Bids

- A. The Board of Education reserves the right to cancel any contract if, in its opinion, there is a failure at any time to perform adequately the stipulations of this Invitation For Bid, or if the general conditions and specifications which are attached and made part of this bid are not fulfilled, or if in any case there is any attempt to willfully impose upon the Board of Education materials or products or workmanship which are in the opinion of the Board of Education of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of the Board of Education to damages for the breach of any covenants of the contract by the contractor. The Board of Education also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials or services similar in nature to those mentioned in this bid.
- B. The Board of Education reserves the right to reject any or all bids in whole or in part; to make partial awards; to waive any irregularity in any quotation; to increase or decrease quantities if quantities are listed in the bid; to reject any bid that shows any omissions, alterations of form, and additions, conditions, or alternate proposals not called for; and to make any such award as is deemed to be in the best interests of the Board of Education.
- C. All items furnished must be completely new and free from defects. No others will be accepted under the terms and intent of this bid.

### IV. Right To Purchase In The Open Market

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, The Board of Education reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bond is required under the conditions of the bid.

### V. Failure To Furnish Item(s)

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, The Board of Education reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the Board of Education.

### VI. Employer Information Report EEO-1

The Board of Education requires that each successful bidder be liable for compliance with the provisions of Title VII of the Civil Rights Act of 1964. In order to fully comply with Title VII, a company must file Employer Information Report EEO-1 with the Joint Report Committee, 1800 G Street, NW, Washington, D.C. 20036. Only companies that fall within the following categories are required to file the Employer Information Report EEO-1:

The entire company has at least 100 employees on the payroll. The company is affiliated through centralized ownership and/or centralized management, and the group legally constitutes a single enterprise employing a total of 100 or more employees.

If your company has already filed an EEO-1 by virtue of supplying materials or services under Federal Government Contracts, it is necessary to submit only a copy of your most recent EEO-1 report to the Procurement Unit. If you are filing a report for the first time, send a copy of EEO-1 to the Procurement Unit. Please note that purchase orders will not be issued to companies that fall into the above categories until proof of EEO-1 reporting has been received.

### VII. Preparation Of Bid

Bids must be submitted on the copy provided. Bidders may wish to reproduce and retain one copy for its files. Bids must be signed by an authorized representative of the company submitting a bid. It is the intent of this solicitation that should a given bid be accepted, it will automatically become the contract. Notification of the bid award will be made by letter. Bidders shall submit its bids and specifications on the appropriate specification sheets that show the schedule of items to be purchased. Bidders may attach a letter of explanation to its bid if it so desire.

Prices quoted shall not exceed the prices established under any governmental price control regulations. Bidders will be required if requested by The Board of Education, to furnish satisfactory evidence that they are qualified as manufacturers or dealers in the items listed and have a regularly established place of business. An inspection of any bidder's place of business may be made to determine the bidder's ability to perform.

### VIII. Discounts

The Board of Education reserves the right to consider discounts in computing the bid.

#### A. Trade Discounts

All prices offered must be the lowest net price after trade discounts have been considered. Bids offering a percentage off list prices will not be accepted unless: (1) specifically requested in that manner; (2) two copies of the referenced price list accompany the bid.

#### B. Payment Discounts

Prompt payment discounts are solicited and will be treated as follows:

(1) Unless specifically stated otherwise, discounts offered which allow a minimum of twenty (20) days to qualify will be

deducted from prices offered in the bid for the purpose of determining the lowest price offered.

(2) Discounts offering less than twenty (20) calendar days will not be deducted from price offered for the purpose of determining the lowest price, but will be taken if payment is made within the discount period.

#### **IX. "Or Equal" Interpretation**

Unless the specifications and/or conditions state a specific brand and substitutions will not be considered, the Board of Education will consider other brands or the product of other manufacturers as long as the product meets the same specifications, standards, and quality of the material being solicited through the bid. On all such bids the bidder shall indicate clearly the product on which it is bidding and shall supply sufficient data on its own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified.

Whenever the specifications indicate a product of a particular manufacturer, model, or brand and in the absence of any written statement to the contrary by the bidder, the bid will be interpreted as being for the exact brand, model, or manufacturer specified, together with all accessories enumerated in the specifications.

#### **X. Consideration of Prior Service**

Awards on this bid will be made after consideration has been given to any previous performance for The Board of Education as to quality of service and/or merchandise and with regard to the bidder's ability to perform should it be awarded the bid.

#### **XI. Delivery**

The bidder agrees to furnish and deliver during the period of the contract the items and articles which may be awarded to the bidder in such amounts and quantities within the terms of the contract. **All Deliveries Must Be Prepaid FOB Destination, And In No Case Will Shipments Collect Or Sidewalk Deliveries Be Accepted.** Bidders shall uncrate, completely assemble, and set in designated place all equipment and furniture. All delivery cost shall be included in the bid unit price.

#### **XII. Packing Slips And Delivery Tickets**

All materials delivered on this contract shall be packed in a substantial manner in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging or for deposits on containers. All deliveries shall be accompanied by delivery tickets or packing slips. Tickets shall contain the following information for each item delivered: the quantity, bid number, and the name of the contractor.

#### **XIII. Invoices**

Payment depends on receipt of a proper invoice and satisfactory contract performance. All invoices are to be transmitted to the Division of Controller at:

Division of Controller  
45 West Gude Drive, Suite 3200  
Rockville, MD 20850-9999

Every invoice must include the following information:

- A. Name and address of the contractor
- B. Taxpayer Identification number
- C. The purchase order number
- D. An invoice number
- E. Bid number if applicable
- F. The ship to address
- G. Line item description, quantity, unit of measure, unit price, and extended price as stated on the purchase order
- H. Shipping and payment terms if not a bid item

When a discount for payment is authorized and taken, it will be made to the contractor as close as possible to, but not later than,

the end of the discount period. Prices quoted shall not include federal excise or state sales and use taxes. Exemption certificates will be furnished upon request. Contractor inquiries concerning payment may be made to [accounts payable@mcpsmd.org](mailto:accounts payable@mcpsmd.org).

#### **XIV. Bid Security**

If bid security is required, it must be payable to: "Montgomery County Board of Education."

Such bid security will be returned to all except the successful bidder(s) within five business days after awards have been made. The bid security of the successful bidder(s) will be returned upon receipt of the performance bond if such bond is required under the terms of the award. If no award is made within 60 days after the date of the opening of the bids, bid security will be returned to any bidder upon demand of the bidder at any time after the 60-day period so long as it have not been notified of the acceptance of its bid. Written notification of the acceptance of any bid will be made to the successful bidder(s)

#### **XV. Performance Bonds**

If required, the successful bidder or bidders on this bid must furnish a performance bond in the amount indicated in the bid document, made out to Montgomery County Board of Education and prepared on an approved performance bond form as security for the faithful performance of its contract. The performance bond shall be submitted within ten business days of the notification that the bid has been awarded. The surety thereon must be such surety company or companies as are acceptable to The Board of Education and as are authorized to transact business in the State of Maryland. Attorneys in fact who sign bid bonds must file with each bond a certified copy of its power of attorney to sign said bonds. Should the bidder fail or refuse to furnish the required performance bond within ten business days after notification the bidder shall pay to The Board of Education as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with its bid.

#### **XVI. Provision For Municipal Offices**

Each bidder agrees when submitting its bid that it will make available to every office and department of the Montgomery County Government the bid prices submitted on this bid should any such department or office wish to take advantage of the bid prices submitted to The Board of Education.

#### **XVII. Product Testing During Time of Contract**

Material delivered on any contract resulting from this Invitation For Bid may be tested for compliance with the specification stipulated herein. Any shipment failing to fully meet or comply with the specification requirements will be promptly rejected.

The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the Board of Education except if the order or shipment is rejected for failure to meet the requirements of the specification. In case of failure to meet the requirements of the specification the cost of testing will be charged to the contractor.

#### **XVIII. Safety Standards**

All work performed and all items supplied shall be in compliance with applicable federal and state safety standards. (OSHA-MOSHA). Material Safety Data Sheets shall be included in all shipments.

#### **XIX. General Guaranty**

The contractor agrees to:

- A. Save the Board of Education, its agents, and employees harmless from liability of any nature or any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract

of which the contractor is not patented assignee, licensee, or owner.

- B. Protect the Board of Education against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- C. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to its own work or to the work of the contractors for which it or its workers are responsible.
- D. Pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, rules, and regulations of the Board of Education and of the State of Maryland.

## **XX. Indemnity**

The contractor shall indemnify, keep, and save harmless the Board of Education, its agents, officials, and employees against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way occur against them in consequence of the granting of this contract or which may in any way result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the contractor or its employees, except to the extent of the negligence of the Board of Education, its agents, officials and employees. The contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Board of Education in any such action based on the actions and/or negligence of the contractor, its agents and employees, the contractor shall at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Board of Education as herein provided.

## **XXI. Insurance**

The contractor shall maintain Comprehensive Business Insurance for protection from claims under the Workmen's Compensation Act, claims for damage because of bodily injury, death, or property damage to others, including employees of the Board of Education; and claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by the contractor or by any subcontractor or anyone directly or indirectly employed by either of them. The contractor shall also maintain product liability insurance. The aforementioned insurance shall cover the duration of the contract period, including all periods of the time and all places where work is performed under an expressed or implied warranty. The limits of such liability insurance for each occurrence shall be equal to or greater than \$300,000 for Bodily Injury and \$100,000 for Property Damage. The certificate on the insurance, indicating coverage for the term of the contract, shall be made in favor and provided to The Board of Education prior to commencement of the contract. A company duly licensed by the Maryland Insurance Commissioner and qualified to sell insurance in Maryland shall issue all insurance policies.

## **XXII. Inspection Of Premises**

Before submitting a bid for any construction or installation work in any building or on the premises of the Board of Education, the bidder should carefully examine the premises and upon submitting its bid will be considered to have examined the premises, building, or buildings where the work is to be done. For any work or installation requiring the use of labor, the successful bidder before starting work must provide sufficient evidence of insurance showing that it is adequately covered for Workmen's Compensation and Public Liability insurance.

## **XXIII. Patents**

The contractor shall hold and save the Board of Education, its officers, agents, servants, and employees harmless from liability of any nature or kind, including costs and expenses for or on account of any patented or unpatented inventions, articles, process, or appliance manufactured or used in performance of this contract including its use by Montgomery County, unless otherwise specifically stipulated in this contract.

## **XXIV. Samples And Catalog Cuts**

### **A. Requirements and Delivery**

Sample requirements and sample delivery stipulations are indicated in the bid document. Further details concerning samples may also be indicated in the detailed specification portion of the invitation. Bidders shall make all arrangements for delivery of samples to location indicated.

### **B. Sample Identification**

All sample packages shall be marked "Samples" and each sample shall bear the name of the bidder, item number, and bid number and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of its bid.

### **C. Testing or Comparing Samples**

Samples are requested for the purpose of testing or comparing with detailed specifications. Therefore, The Board of Education reserves the right to retain or destroy the articles or materials submitted as samples for the purpose of testing. Accordingly, The Board of Education shall be free from any change or claim on the part of the bidder or contractor if any articles or materials furnished as samples are lost or destroyed. Materials such as food may be tested from the raw, uncooked, baked, or canned sample being submitted at the time of bid opening or subsequent to bid opening. Food tests shall consider specification factors such as contents, weight, size, taste, texture, appearance, uniformity of color, and defects, if any.

### **D. Retention and Removal of Samples**

The samples submitted by bidders on items on which it have received an award will be retained by The Board of Education until the delivery of contracted items is completed and accepted. Bidders whose samples are retained will be notified when its samples may be removed. Samples on which bidders are unsuccessful must be removed as soon as possible but not more than 15 calendar days after notification that the award has been made by The Board of Education. The Board of Education will not be responsible for such samples if not removed by the bidder within 15 calendar days after the notification of award has been made.

### **E. Sample Quantities**

Samples are required in the exact packaging and size as stated in the item description unless otherwise indicated in the bid document or it is determined that a smaller quantity is sufficient for adequate testing.

### **F. Descriptive Literature**

All bidders are required to furnish with the bid proposal a brochure, properly bound and labeled, showing full illustrations and specifications on each item offered, if bidding other than specified; or if specifically requested. These cuts and specifications are to be arranged and labeled with the item number in the same sequence as the items appear in the specifications and attached on separate pages of a brochure. The cover of the brochure shall contain:

1. Vendor's name, address, and phone number
2. Bid number

## **XXV. Time of Completion**

The Board of Education reserves the right to revise the starting and completion dates for delivery and installation of equipment to new schools and additions as stated below if the bid is wholly or in part for the furnishing of new schools and additions to existing buildings. At least 60 days prior to the date scheduled for delivery and installation for each project, the Board of Education will notify the contractor whether or not any change will be required in the dates for

the beginning and completion of delivery. The right is reserved to specify beginning dates and completion dates two weeks earlier than listed above or to postpone the beginning and completion dates for not more than 30 days later than the dates as listed. These changes in delivery dates, if any, for new schools and additions to older buildings will be applicable to individual projects as specified and not to all projects as a whole. The estimated dates on which deliveries may be begun and which time deliveries and installations must be completed have been estimated as carefully as possible; and if any change is required by circumstances beyond the control of the Board of Education, the revised delivery dates as established by the procedures outlined immediately above will become the definite schedule for completion of the contract as if it had been set in the original schedule as outlined.

#### **XXVI. Guarantee**

The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by it for a period of one year from date of acceptance of the items delivered and installed. If, within the guarantee period, any defects or signs of deterioration are noted which in the opinion of The Board of Education are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, at its expense, shall repair or adjust the equipment or parts to correct the condition; or it shall replace the part or entire unit to the complete satisfaction of the Board of Education. These repairs, replacements, or adjustments shall be made only at such times as will be designated by the Board of Education as least detrimental to the instructional programs.

#### **XXVII. Signature To Bids**

Each bid must show the full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including Notice of Award, Copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When required, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of its authority to do so.

#### **XXVIII. Errors In Bids**

Bidders, or its authorized representatives, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and the bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders.

#### **XXIX. Resolution and Disputes**

Bidders who have any concerns regarding the recommended awards of this solicitation should promptly contact the buyer in the Procurement Unit before the scheduled Board action. Any concerns that cannot be resolved informally with the buyer should be addressed to the senior buyer of the Procurement Unit. The senior buyer of the Procurement Unit shall attempt to resolve, informally, all protests or complaints regarding bid award recommendations. Any formal protest must be filed with the senior buyer of the Procurement Unit within seven (7) calendar days of the date of the pre-award notice.

#### **XXX. Inquiries**

Should any bidder have any question as to the intent or meaning of any part of this bid, it must contact the undersigned to receive a written reply before submitting its bid. Inquiries must be submitted in writing no later than four business days prior to bid opening date.



Eugenia S. Dawson  
Acting Director, Department of Materials Management

**Department of Materials Management  
Procurement Unit  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
Rockville, Maryland**

**Request For Quote # 7088.8 (DKA), Grounds Maintenance Service at West Farm Bus Depot**

**GENERAL CONDITIONS AND SPECIFICATIONS**

**I. GENERAL CONDITIONS**

**A. Intent**

The specifications contained herein are intended to provide grounds maintenance services at Montgomery County Public Schools (MCPS), Department of Transportation, West Farm Bus Depot located at 11920 Bournefield Way, Silver Spring, MD 20904. The successful vendor shall be regularly engaged in the grounds maintenance service; and shall provide all labor, tools, supplies and supervision necessary. Services shall include, but not be limited to mowing, hedging; as well as clean up of any debris prior to and after mowing, pruning, etc. Upon award, the successful vendor shall meet with the Project Coordinator assigned by the Depot Manager on location to set up a schedule for all services as specified in the scope of work.

**B. Awards**

It is the intention to award this contract to one vendor submitting the most favorable unit prices. Consideration will be given to any previous performance for the Board of Education as to quality of service, acceptable merchandise, and with regard to the vendor's ability to perform should it be awarded the contract. However, the Board reserves the right to make awards according to the best interests of the Board of Education of Montgomery County, Maryland. Awards are contingent upon availability of funds.

**C. Contract Term**

The term of contract shall be for one year as stipulated on the Request For Quote. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to three additional one year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful vendor(s) 90 days prior to the expiration of the original contract. The vendor(s) will have ten days from the date of notification to return the notice acknowledging its intent to accept or reject the extension. Once all responses are evaluated, MCPS staff may make a recommendation to the Board of Education to extend the contract or decide to rebid. If the contract is extended by the Board of Education a contract amendment will be issued.

**D. Interpretation of Specifications**

The services listed are specified to meet our minimum requirements. Therefore, vendors are informed that they must provide the services in conformance to quality standards as specified in item specifications.

**E. Provision for Price Adjustment**

Price increases will not be considered for the first 90 days of the contract. Thereafter the successful vendor must submit a written request for price relief. MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. Any services received prior to a request for a price increase shall be honored at the original contract price. If the request for a price increase is approved, a contract amendment will be issued.

**F. Deviations**

All quotes meeting the intent of the invitation will be considered for award. Vendors offering and quoting on substitutions or who are deviating from the terms, conditions, and/or specifications shall list such and explain in full on a separate sheet to be submitted with the quote. The absence of such a sheet shall indicate that the vendor has taken no exception and shall be held responsible for performing in accordance with the terms, conditions and specifications as stated herein.

**G. Quotations**

No vendor will be allowed to offer more than one price on each service. If said vendor submits more than one price per service all prices will be rejected. However, this stipulation does not preclude the offering of new services which do not meet specifications in every respect from being offered as a separate item for consideration. Such services should be identified as a new service and a brief explanation written as part of the offer detailing the advantages which can normally be expected of this service over the service specified. Any quote in which the vendor names a total price for all items without quoting a price on each and every separate item may be considered informal. If there is a discrepancy between the unit cost and total cost, the unit cost shall prevail.

**H. Inspection**

Prior to award and any time during the contract, MCPS reserves the right to inspect the successful vendor's equipment during normal working hours. MCPS also reserves the right to inspect the services in progress at any time during the contract. Any discrepancies found during or after required service shall be immediately corrected by the vendor to the satisfaction of MCPS, at no charge to MCPS.

**I. Invoices**

The successful vendor shall provide an invoice in duplicate on a monthly basis for the services performed. The invoices should be sent to: MCPS Transportation Central Office, 16651 Crabbs Branch Way, Rockville, MD 20855. The invoice shall include a description of the service, the date(s) performed and the cost for each service.

**J. Protection of MCPS Property**

The successful vendor shall take all necessary precautions during the period of service to protect MCPS property from damage. Any property that is damaged shall be the responsibility of the successful vendor. The successful vendor shall make the repair(s) or replace property, if MCPS deems it is damaged beyond repair, at no cost to MCPS. The Project Coordinator shall approve or disapprove of the repair(s).

Any major damage or loss of property by the successful vendor shall be cause for replacement by the vendor at no cost to MCPS. If replacement of property is necessary, the successful vendor shall have five business days, after notifications, to provide MCPS with replacement money. The payment shall be in the form of a cashier's or certified check, made payable to Montgomery County Public Schools.

**K. Evidence of Capability to Perform**

Vendors may be required to provide a list of equipment to be used, length of experience performing these services, and a current financial statement showing they have the financial resources necessary to fully carryout the provisions of the contract.

**L. Inspection of Site**

Services are required at and around the West Farm Facility, 11920 Bournefield Way, Silver Spring, Maryland 20904, and can be inspected prior to quote submission Monday through Friday from 8:00 a.m. to 2:00 p.m. Please contact the Depot Manager at (301) 879-1065 to make arrangements for inspection of the property. It is the vendor's responsibility to become fully informed as to the nature and extent of the work required. It is recommended that vendors visually inspect the sites before submitting a quote.

The vendor is responsible for its own measurements and its own familiarization with the work required, prior to submitting a quote. Vendors are expected to have become familiar with, and have taken into consideration, site conditions that may affect the work. A plea of ignorance to the conditions that exist, or may hereafter exist on the site of the work; or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations will not be accepted as an excuse for any failure, or omission on the part of the successful vendor to fulfill all requirements of the contract documents and complete the work for the consideration set forth herein, or a basis for any claim whatsoever.

**M. Award Criteria**

1. Conformance to specifications
2. Ability to perform
3. Price
4. Past performance

**N. eMaryland Marketplace**

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace. Registration with eMaryland Marketplace is free. It is recommended that any interested supplier register at <https://emaryland.buyspeed.com.bso/>, regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

**O. Customer References**

Vendors are required to provide three references. The references shall have company name, contact person, address and phone number of three current customers for which a contract for similar size



and services have been provided. If the reference information is not accurate and MCPS cannot contact the person(s) named then the quote may not be considered.

<u>Company Name &amp; Address</u>	<u>Contact Person</u>	<u>Phone Number</u>	<u>Contract Number</u>
1. _____			
Email Address: _____			
2. _____			
Email Address: _____			
3. _____			
Email Address: _____			

**P. Addenda/Errata**

Changes and addenda to a solicitation may occur prior to the solicitation due date and time. It is the sole responsibility of the vendor to check the "Event Calendar" on the MCPS website <https://www.montgomeryschoolsmd.org/departments/procurement/> or contact Deborah Ashcom, Buyer I, in the Procurement Unit at 301-279-3123, to verify whether addenda/errata have been issued. Failure to provide the signed acknowledgement of the addenda/errata may result in the quote being deemed non-responsive.

**Q. Inquiries**

Inquiries regarding this solicitation must be submitted in writing, to Deborah Ashcom, Buyer I, Montgomery County Public Schools, Procurement Unit, 45 West Gude Drive, Rockville, Maryland 20850, fax number (301) 279-3173. Questions must be received no later than four business days prior to opening in order for the vendor to receive a reply prior to submitting the quote. The Board of Education will not be responsible for any oral or telephone explanation or interpretation. Vendor contact with any other MCPS employee regarding this solicitation will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of the quote. The MCPS Procurement website address is <https://www.montgomeryschoolsmd.org/departments/procurement/>

**Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities** (Not Applicable)

Beginning July 1, 2015, all MCPS contracts must include the following provisions:

**I. Prohibition against assigning registered sex offenders and individuals convicted of sexual offenses, child sexual abuse, and other crimes of violence to MCPS contracts:**

Maryland Law requires that any person who enters into a contract with a county board of education "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. Under § 11-722 of the Criminal Procedure Article of the Maryland Code, an employer who violates this

requirement is guilty of a misdemeanor and, if convicted, may be subject to up to five years imprisonment and/or a \$5000 fine.

Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:

- a) A sexual offense in the third or fourth degree under § 3-307 or § 3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under § 3-307 or § 3-308 of the Criminal Law Article if committed in Maryland;
- b) Child sexual abuse under § 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in Maryland; or
- c) A crime of violence as defined in § 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under § 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

Each contractor is required to submit, following award of a contract, documentation confirming that its direct employees and those of any subcontractors and/or independent contractors assigned to perform work in a MCPS school facility under the contract meet this obligation. Additionally, the contractor must confirm that it continues to meet this obligation on an annual basis and/or when there are changes in the work-force that the contractor and/or its subcontractors use to perform the work required by the contract.

Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.

## **II. Required criminal background check process for certain individuals in the contractor's workforce:**

Under recent amendments to § 5-551 of the Family Law Article of the Maryland Code, each contractor and subcontractor shall require that any individuals in its work-force must undergo a criminal background check, including fingerprinting, if the individuals will work in a MCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children. The term "work-force" in this and the preceding section refers to all of the contractor's direct employees, subcontractors and their employees, and/or independent contractors and their employees that the contractor uses to perform the work required by the contract.

Fingerprinting for the criminal background check may be performed by the MCPS Office of Human Resources and Development, 45 W. Gude Drive, Rockville, MD 20850, or through another service approved by MCPS. Individuals fingerprinted by MCPS will be required to provide written consent, and MCPS will maintain copies of all records for criminal background checks performed by MCPS. If the contractor uses another service approved by MCPS, the results of the criminal background check must be provided to MCPS for record keeping. A list of MCPS approved fingerprinting agencies can be found on the Procurement Unit website at <http://www.montgomeryschoolsmd.org/departments/procurement>.

The contractor must take appropriate steps to promptly follow up on information identified in the criminal background check related to the sexual offenses, child sexual abuse offenses, and crimes of violence enumerated above, as well as any information regarding offenses involving distribution of drugs or other controlled substances, or any other criminal information identified by MCPS as warranting further explanation insofar as it may significantly affect the safety and security of MCPS students. If, after following up, the contractor believes that the individual is qualified and should be assigned to work (or continue to work) in a MCPS school facility, then the contractor will provide a written summary to MCPS justifying its recommendation. MCPS will rely on the contractor's summary to determine whether to accept the contractor's recommendation, and the contractor will be responsible for any consequences of a material misrepresentation in its written summary.

Once the contract is awarded, the contractor is responsible for implementing the background check process. An individual in the contractor's work-force may not begin work in a MCPS school facility on an assignment where the individual will have direct, unsupervised, and uncontrolled access to children, until: (a) the background check results for that individual have been received by MCPS; (b) the contractor certifies to MCPS that the individual has received training and/or reviewed informational materials, as appropriate, regarding recognizing, reporting, and preventing child abuse and neglect, consistent with the content provided in training for MCPS employees; and (c) the individual obtains a MCPS identification badge. The badge will be issued by the MCPS Department of Safety and Security, 850 Hungerford Drive, Room 131, Rockville, MD 20850. Appointments are made by calling 301-279-3066. The contractor will be required to return all badges at the conclusion of the contract.

The criminal background check and badging process will be at the contractor's expense.

Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.

## II. SCOPE OF WORK

### A. Intent

The successful vendor is expected to provide a variety of grounds maintenance services at the Department of Transportation's West Farm Bus Depot, which consists of 3.048 acres. MCPS reserves the right to add and/or delete other sites if the need arises.

Services include but are not limited to mowing; trimming; edging; mulching; pruning; weeding; leaf removal; removal of undergrowth around trees; dead plants and shrubs and removal of debris created by pruning and trimming.

The successful vendor shall provide all materials, labor and equipment necessary for the execution of this contract. Vendors must certify that their own staff will perform all services. Use of subcontractors is not permitted unless approved in advance in writing by the Director of the

Department of Materials Management. All work performed shall be by qualified experienced personnel using the appropriate materials and equipment acceptable in the trade. The successful vendor shall provide qualified English speaking supervision to direct all personnel and maintenance operations at all times. When the work is completed, the successful vendor shall remove any debris and/or waste materials and clean the area. All disposal of waste shall be in accordance with County, State and Federal laws and regulations. The vendor shall defend and indemnify MCPS harmless for any and all actions of the vendor relating to waste disposal.

#### **B. Safety**

The contractor shall enforce the use of and provide safety protective clothing, footwear, earwear and eyewear and any and all other safety materials needed to perform the job in a safe and orderly manner.

#### **C. MCPS Project Coordinator**

1. The MCPS Depot Manager or his designee will represent MCPS in the execution of this contract. No changes in contract conditions, specifications or scope will be made without their approval and authorization by the Director of the Department of Materials Management.
2. After award, the MCPS Depot Manager may assign a project coordinator to handle day-to-day operation and scheduling work on site.
3. The MCPS Project Coordinator is authorized to:
  - a. Serve as liaison between MCPS and the Contractor;
  - b. Give direction to the Contractor to ensure satisfactory and complete performance;
  - c. Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
  - d. Furnish timely written notice of the Contractor's performance failure to MCPS, Director of the Department of Materials Management;
4. The MCPS Project Coordinator is not authorized to make any determination that alter, modify, terminate or cancel the contract, affect the Procurement Unit, interpret ambiguities in the contract language, or waive MCPS contractual rights.

#### **D. Insurance, Licenses and Permits**

It shall be the responsibility of the successful vendor to obtain, at no additional cost to MCPS, any and all Workman's Compensation and employer's liability insurance required; Commercial General Liability or similar form for personal injury, bodily injury and property damage; and licenses and permits required to complete this contractual service. A copy of these licenses, insurance and permits shall be submitted prior to commencement of work.

#### **E. Damage**

The successful vendor shall be responsible for repairs, repair costs and replacement of all plant materials, equipment and property damaged by their employees during performance of grounds

maintenance duties. The Project Coordinator will determine the degree of damage and notify the vendor of their responsibility. All repairs shall be completed within three calendar days. All repairs not corrected in the time provided shall be performed by MCPS who shall deduct the cost from payments due the successful vendor.

#### **F. Lawn Maintenance Service**

Prior to mowing, the successful vendor shall be responsible for the removal of trash, litter and debris in areas to be mowed. The trash and litter removed shall be disposed of by the successful vendor to an offsite location, procured by the successful vendor at their sole cost and expense.

Any papers, cans or bottles cut or broken during maintenance operations as well as any leaves, tree droppings and debris shall be completely removed from the site at the successful vendor's expense immediately following mowing.

#### **G. Mowing**

Grass height shall be maintained at three inches. The successful vendor shall mow and trim all turf areas weekly during March 1, through June 1, and biweekly in the months of July 1, through October 15. Grass clippings or debris caused by mowing shall be removed from adjacent walks, drives, gutters and curbs or surfaces on the same day as mowed. Mowing shall not be done when weather conditions will result in damaged turf. Upon completion, a mowed area shall be free of clumped grass cuttings and tire tracks or ruts from mowing equipment. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of uncut grass.

Care shall be taken to prevent discharge of grass clippings onto any paved surface such as streets, curbs and gutters, parking lots, sidewalks, and/or onto adjacent properties. Any material so discharged shall be removed immediately, prior to proceeding with mowing of other areas.

#### **H. Trimming**

Grass shall be trimmed during or immediately following mowing. Trimming may be accomplished by hand power shears or rotary nylon, "fish line" cutting machines. Trimming can be reduced by use of environmentally friendly chemical edging with prior approval of the Project Coordinator. Grass shall be trimmed at the same height as adjacent turf is mowed. Areas requiring trimming include, but are not limited to, fences, walls, poles, electrical boxes, tree rings, sprinklers, asphalt edges, plant bends and all other objects as required by the designated representative of the Department of Transportation.

The base around all structures, trees, poles, signs and fences shall be trimmed. Special care shall be given to trimming around small trees and shrub beds so as not to inflict damage to the bark of the trees and shrubs. Trees and plants damaged by trimming shall be replaced at the expense of the successful vendor. The Project Coordinator must approve selection of replacement plants prior to planting.

#### **I. Edging**

Mechanical edging (vertical trimming of all turf edges abutting sidewalks, flush paved surfaces, curbs, and drives) shall be completed during each mowing. Edging shall be performed to result in

neat vertical uniform lines and uniform depths. Depths, line boundaries and areas that require edging shall be determined by the Project Coordinator.

**J. Plant growth**

All plant growth on paved surfaces, curbs, sidewalks, driveways, cracks, seams, joints, etc., shall be removed during each service visit. Environmentally friendly herbicides may be used to reduce undesired weeds.

An appropriate vegetative-free circle to include any undergrowth shall be maintained around every tree. The Project Coordinator shall determine the size.

**K. Pruning/Trimming of Trees, Shrubs, Plants, Hedges and Ground Covers**

The successful vendor shall remove dead tree limbs on each maintenance visit. Successful vendor shall also prune shrubs, hedges and ground cover plants at least once every 30 days in the months of March through June and every 60 days in the months of July through October to maintain the desired form and shape as specified by the Project Coordinator. Pruned and trimmed material shall be removed as generated at the successful vendor's expense. This schedule may be adjusted by Project Coordinator.

**L. Weeding**

For the purposes of this specification, a weed will be considered as any undesirable or misplaced growth. The successful vendor may control chemically with environmentally friendly products or remove by hand all weeds and grass growing in shrubs, ground cover, plant beds, etc. each service visit.

**M. Mulching**

The successful vendor shall keep shrubs, ground cover and plant beds covered with at least three inches of mulch. Mulch to be melaleuca, eucalyptus or mulch approved by Project Coordinator. Mulch rings shall be reshaped at the time of occurrence when dislodged by mowing equipment. The successful vendor shall remove any mulch existing from previous years that is in excess of two inches deep before new mulch is applied.

**N. Removal of Plant Material**

The successful vendor shall remove all dead plant material as a result of inclement weather, fungus or insect infestation from the site. The successful vendor shall notify the Project Coordinator of all dead plant material removed.

**O. Leaf Removal**

In autumn, the awarded vendor shall rake and remove leaves by November 15. Leaf removal shall include removal of leaves from all turf areas including parking lot curb areas.

**P. Maintenance Schedule**

Maintenance shall be performed Monday through Friday between 7:00 a.m. and 6:00 p.m. Deviations from this schedule must be approved in advance by the Project Coordinator.

**Q. Identification Requirements**

The successful vendor's staff shall wear identification on their shirts and the supervisor of the staff shall identify themselves upon arrival at the West Farm Bus Depot. Successful vendor's vehicles and equipment shall remain out of main roadways and designated bus/vehicle parking areas at all times. Successful vendor's vehicles and equipment shall not be left with engine running and unattended at any time. Successful vendor and their employees shall conduct themselves in a professional manner at all times while on-site.

**Company Name:**

Group/ Seq No	Item/ W/ise/ Old	Description	Quantity to Bid	Bid Unit	Unit Price	Brand	Model	Specification Deviations
30517		Weekly mowing, trimming, edging, pruning, removal of plant growth, weeding and removal of debris on grassy areas of 3.048 acres between March 1 through June 30 (18 times).	18	Each				
		Price per site visit.						
30518		Bi-weekly mowing, trimming, edging, pruning, removal of plant growth, weeding and removal of debris on grassy area of 3.048 acres obetween July 1 through October 15 (8 times).	15	Each				
		Price per visit.						
30519		Spring mulching of all 3.048 acres of grassy areas (3 times per year)	3	Each				
		Price per visit						
38514		Weekly mowing and removal of undergrowth around trees, removal of debris on grassy area of 3.048 acres between March 1 through June 30	9	Each				
		Price per site visit						
38515		Weekly mowing and removal of undergrowth around trees, removal of debris on grassy area of 3.048 acres between July 1 and October 30	7	Each				
		Price per site visit						



# Item Specification

Grounds Maintenance Service

Quote No: 7088

From: 02/14/2019

To: 02/13/2020

Page 2 of 2

Cycle No: 8

98836

**Company Name:** \_\_\_\_\_

Group/ Seq No	Item/ Whse/ Old	Description	Quantity to Bid	Bid Unit	Unit Price	Brand	Model	Specification Deviations
	38516	Leaf Removal - autumn leaf removal, rake and remove leaves between November 1st and November 30th. Shall include removal of leaves from all turf areas including parking lot curb areas. Additional leaf removal when requested by depot	2	Each				

6 Items    Sort Seq. item number sequence within Group Number