

**Office of Finance
Division of Procurement
MONTGOMERY COUNTY PUBLIC SCHOOLS
Rockville, Maryland**

Request For Quote # 7088.9, 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 will be regularly engaged in the grounds maintenance service; and will 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. 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 (240) 740-1851 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.

L. Award Criteria

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

M. 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 & Address</u>	<u>Contact Person</u>	<u>Phone Number</u>	<u>Contract Number</u>
1. _____			

Email Address: _____

2. _____

Email Address: _____

3. _____

Email Address: _____

N. Addenda/Errata

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the sole responsibility of the bidder to check the “Event Calendar” on the MCPS website <http://www.montgomeryschoolsmd.org/departments/procurement/> or contact Rebecca Williams, Buyer in the Division of Procurement at [Rebecca V Williams@mcpsmd.org](mailto:Rebecca.V.Williams@mcpsmd.org), to verify whether addenda/errata have been issued. Failure to provide the signed acknowledgement of the addenda/errata may result in the bid being deemed non-responsive.

O. Inquiries

Inquiries regarding this solicitation must be submitted in writing, to Rebecca Williams, Buyer, Montgomery County Public Schools, Division of Procurement, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, [Rebecca V Williams@mcpsmd.org](mailto:Rebecca.V.Williams@mcpsmd.org), or Procurement@mcpsmd.org. Questions must be received no later than four business days prior to bid opening in order for the bidder to receive a reply prior to submitting its bid. The Board of Education will not be responsible for any oral or telephone explanation or interpretation. Bidder contact with any other MCPS employee regarding this solicitation until the contract is awarded by the Board of Education will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid. The MCPS Procurement website address is: <http://www.montgomeryschoolsmd.org/departments/procurement/>

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 Division of Procurement. 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 Division of Procurement.
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 Division of Procurement;
4. The MCPS Project Coordinator is not authorized to make any determination that alter, modify, terminate or cancel the contract, affect the Division of Procurement, 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 will 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.