

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

**Invitation For Bid #9028.6
Tree Maintenance, Removal and New Tree Planting Services**

GENERAL CONDITIONS AND SPECIFICATIONS

I. GENERAL CONDITIONS

A. Intent

Montgomery County Public Schools (MCPS) is requesting bids to prequalify bona fide, licensed contractors who have the ability to perform tree maintenance, removal and planting services as needed in various MCPS locations. Responses to this solicitation will be used to evaluate and prequalify contractors to perform the services described for MCPS upcoming projects. Contractors who wish to be considered for award shall provide detailed information describing fully their company's capabilities, equipment owned/lease and time and material costs to illustrate the ability to perform the scope of work that will be required.

B. Scope of Work

Work to be performed under this contract will include but is not limited to; the removal of dead, dying or diseased trees, the correction of structural defects, crown cleaning, crown raising and crown thinning and new tree planting as required. List of MCPS approved trees are attached.

C. Awards

The solicitation does not commit MCPS to award any contract or to pay any costs incurred in the preparation of a response. It is the intention of this solicitation to pre-qualify contractors and establish a contract based on time and material as detailed in the Item Specifications.

Pre-qualified Contractors will be contacted as needs arise throughout the contract term. Each job will vary in size and scope of work. Services will be required on an on-call basis.

Consideration will be given to any previous performance for the Board of Education as to quality of service and with regard to the bidder(s) ability to perform should it be awarded the contract. Awards will be made to multiple bidders. However, the Board reserves the right to make awards according to the best interests of the Board of Education of Montgomery County, Maryland. In addition, the Board reserves the right to remove or add additional items to the specifications as our requirements change, as well as, add suppliers throughout the contract term should a need arise that cannot be facilitated by any of the awarded suppliers.

All bidders must possess a Maryland Tree Expert license and be a Certified Arborist to be considered for award. Bidder's response should include copies of these licenses.

D. Contract Term

The term of contract shall be one year as stipulated on the Invitation for Bid. However, the contract may not begin until one day after approval by the Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to four additional one-year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful bidder(s) 90 days prior to the expiration of the original contract. The bidder(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.

E. Provision for Price Adjustment

The unit price quoted herein is subject to price adjustment downward in accordance with decreases in prices announced by the manufacturer of the subject item any time prior to award. Recommendations for award, however, shall be made based on the original bid submission only.

Subsequent to award, the unit price on equipment quoted herein is subject to price adjustment upward or downward in accordance with increases or decreases announced by the manufacturer after the contract award. The successful bidder must notify Rebecca Williams, Buyer, of any announced manufacturer's price reductions and give immediate benefit to MCPS in a proportionate amount.

Price increases on both service labor rate and on materials will not be considered for the 90 days of the contract. Thereafter, the successful vendor must submit a written request for price relief. The request for a price increase on the materials shall include documentation to verify the basis for such request. Adjustments for price increases on service labor rate will be based upon Consumer Price Index (CPI), specifically, the All Consumers Index, published by the U.S. Department of labor, Bureau of Labor Statistics, for the Washington, D.C., Metropolitan Area. The request shall not exceed 75% of the percentage change of January 1 CPI's, rounded to the nearest tenth of a percentage.

MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. Any orders received prior to a request for a price increase shall be honored at the original contract price. If the price increase is approved, a contract amendment will be issued authorizing the increase.

F. Deviations

All bids meeting the intent of the invitation will be considered for award. Bidders who are deviating from the terms, conditions, and/or specifications shall list such and explain fully on a separate sheet to be submitted with its bid. The absence of such a sheet shall indicate that the bidder 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 bidder will be allowed to offer more than one price on each item. Bidders must determine for themselves which to offer. If said bidder should submit more than one price on any item, all prices for that item will be rejected.

Bidders shall provide a unit price on each item bid upon. Any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item may be considered informal. If there is any discrepancy between the unit cost and total cost, the unit cost shall prevail.

H. Multi-Agency Participation

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at time of contracting.

The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted “directly” to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid MCPS pricing is based on the specifications provided in this solicitation. A negative reply will not adversely affect consideration of your bid/proposal.

I. Addenda/Errata

Changes and addenda to a solicitation may occur prior to the bid 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 Procurement Unit at 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.

J. References

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

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

Email _____

2. _____

Email _____

3. _____

Email _____

K. eMaryland Marketplace Advantage

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage. Registration with eMaryland Marketplace Advantage is free. It is recommended that any interested supplier register at <https://emma.maryland.gov/page.aspx> regardless of the award outcome for this solicitation as it is a valuable resource for upcoming bid notifications for municipalities throughout the State of Maryland.

L. Award Criteria

- 1. Conformance to specifications
- 2. Ability to perform
- 3. Price
- 4. Past performance
- 5. Licenses and certifications

M. Submission of Bids

Bid must be submitted in a sealed envelope to Procurement Unit, 45 West Gude Drive, Room 3100, Montgomery County Public Schools, Rockville, MD 20850 no later than the date and time specified on the Bid Document. Bidders shall identify their bid envelope with the bidder's name and clearly marked with bid number and description. Bidders may wish to reproduce and retain an additional copy for their files.

This solicitation shall be valid for acceptance during a period of no less than 90 days from date of opening. Once the contract is approved, terms and conditions of the solicitation shall prevail throughout the contract period

N. Inquiries

Inquiries regarding this solicitation must be submitted in writing, to Rebecca Williams, Buyer, Montgomery County Public Schools, Procurement Unit, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, Rebecca_V_Williams@mcpsmd.org, or Procurement@mcpsmd.org. Questions shall 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. CONTRACT ADMINISTRATION**A. Contractor Responsibilities**

1. The Contractor shall furnish all equipment, fuel and qualified tree personnel necessary to perform all required tree maintenance operations within the time frames specified on each proposal.
2. The Contractor shall be responsible for traffic control associated with all tree services provided.
3. The Contractor is responsible for all damages to public or private property resulting from any tree removal, planting or maintenance of tree operation.
4. It shall be the Contractor's responsibility to arrange for the moving of vehicles that impede the performance of assigned work and it is the Contractor's responsibility if said vehicles are damaged during the performance of scheduled work. If the Contractor cannot complete work due to the failure of a vehicle owner to move his/her vehicle within 24 hours, the Contractor must report such impediment to the MCPS Project Coordinator.

B. Additional Submissions

1. The apparent low bidder(s) may be required to supply **within 48 hours** after MCPS requests, applicable business and Contractor's licenses, master licenses appropriate for work to be performed, and/or company financial statements, etc., as required to allow MCPS time for Contractor evaluation.
2. Sub-Contractors
 - a. MCPS shall approve all sub-contracting work in advance; the Prime Contractor shall provide MCPS with the rationale for requesting sub-contracting. **It is MCPS' intent that the successful bidder has the in-house resources to perform the primary task and only sub-contract secondary task(s) which they do not specialize in, appropriately.** The successful Contractor(s) shall supply a complete list of all Sub-Contractors for evaluation by MCPS prior to performing work. **Failure to do so will be grounds for termination.** The successful Contractor(s) shall be responsible for assuring that all proposed Sub-Contractors are in good standing with MCPS and have been in business for and have a minimum of three years' experience performing the type of work they will be performing under this contract and possess appropriate licensing.
 - b. MCPS shall notify the Contractor, **in writing**, if, after due investigation, there is reasonable objection to any of the proposed Sub-Contractors. Failure of MCPS to make objection to any proposed Sub-Contractor shall constitute notice of no objection. Each Sub-Contractor may be required to furnish to MCPS, in duplicate, proof of their financial stability and experience to perform the particular work for which they will be engaged. All contractual agreements between the Contractor and their Sub-Contractors shall be written, unamended, on the Standard Form of Agreement between Contractor and Sub-Contractor, AIA Document A401 (most recent Edition). Upon request the Contractor shall supply copies of this contract to MCPS **within five workdays.**
 - c. MCPS acceptance of Sub-Contractors in no way relieves the Contractor of being responsible for the total and complete performance of the work for the project: i.e., failures of the Sub-

Contractors to satisfactorily perform the work in timely fashion is the Contractor's responsibility and not that of MCPS.

3. Minority Business Enterprise in Public Schools

Minority Business Enterprises are strongly encouraged to participate in this solicitation.

4. Submit Evidence of Insurance

a. Insurance

See Article XXI of the General Stipulations and Instructions to Bidders. The successful Contractor(s) shall submit an actual certificate of insurance made in favor of MCPS within five workdays after an award of contract.

b. Additional Insurance

The Montgomery County Board of Education shall be named as an additional insured on all liability policies.

c. Policy Cancellation/Certificate Holder

- 1) Sixty days written notice of cancellation or material change in any of the policies is required.
- 2) The Procurement Unit, Montgomery County of Board of Education shall be the insurance certificate holder.

C. Performance

1. Contractor shall have, on the job site, a leader who is fluent in English and able to communicate with school staff regarding any issues while on the job and relate to any non-English speaking employee on the crew.
2. The Contractor must provide the MCPS Project Coordinator with cellular telephone numbers of project managers to allow for day-to-day direct communications.
3. Work to be completed in a timely workmanlike manner; fumes, odors, materials and work procedures will be controlled to protect occupants and property from harm and damage.
4. The Contractor shall furnish the services of an experience supervisor, who shall be constantly in charge of the work and to provide direction to the crew.
5. Contractors and employees:
 - a. Will be required to check in daily at the MCPS facilities main office.
 - b. Use of any form of tobacco product, liquor or illegal drugs is not permitted in MCPS buildings and on the grounds.
 - c. Are not to routinely use facility equipment and buildings, i.e. telephone lounges, toilet room, parking lots, etc. The MCPS coordinator will designate such facilities authorized for Contractor use.

6. All work shall be scheduled to the mutual satisfaction of the MCPS Project Coordinator to avoid conflicts with school activities.
7. The Contractor shall provide and maintain such temporary barricades as are necessary to prevent unauthorized personnel from entering the areas of where work is being performed by the Contractor at each school. Such barricades shall be completely removed upon completion of the work.

D. Project Coordinator

1. Name of Project Coordinators that will be representing MCPS in the execution of this contract will be provided to the awarded contractor. No changes in contract conditions or specifications will be made without the approval of the project coordinator and authorization of the director of the Department of Materials Management or his designee.
2. Day-to-day operation and scheduling work on site must be made through the MCPS Project Coordinator.
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. Serve as records custodian for this contract;
 - e. Accept or reject the Contractor's performance;
 - f. Furnish timely written notice of the Contractor's performance failure to the MCPS Contract Officer, copy to the Procurement Unit;
 - g. Prepare required reports;
 - h. Approve or reject invoices for payment and submitted construction schedules;
 - i. Recommend contract modifications or terminations to the MCPS Procurement Unit;
 - j. Issue notices to the Contractor to proceed with the project after receiving signed Change Order as required.
4. The MCPS Project Coordinator is not authorized to make any determination that alter, modify terminate or cancel the contract, affect procurement, interpret ambiguities in the contract language, or waive MCPS contractual rights.

E. Quality Assurance

The Contractor shall perform all work in accordance and in compliance with Federal, State and County, Laws, standards and specifications instructions, procedures and MCPS specifications herein. All

Contractor(s) responding to this solicitation shall have been in business and be regularly engaged in the type of work, which is specified herein, a minimum of five years. Work performed under this contract shall be performed with bona fide, full-time employees of the successful Contractor whenever possible. If part-time Sub-Contractors are used, they must be pre-approved by the MCPS Project Coordinator. Appropriately trained persons shall perform all work.

F. Tree Work Schedule

Tree work shall be scheduled to occur during the MCPS normal workweek of Monday through Friday, 7:00 a.m. – 4:00 p.m. unless written approval is granted by the appropriate MCPS coordinator. No work will be performed on holidays observed by MCPS unless otherwise instructed by an authorized MCPS representative.

G. Noise Reduction Requirement

Except in emergencies, no power equipment is to be operated between the hours of 7:00 p.m. to 7:00 a.m., Monday through Friday or between 7:00 p.m. to 9:00 a.m. on Saturday. No work is to be done on Sundays except during emergency situations.

All work shall be accomplished in strict compliance with current Town, City and County regulations regarding noise.

H. Insurance

The Contractor shall maintain Comprehensive Business insurance for protection from claims under the Workmen's Compensation Act, claims for damages 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 \$500,000 for Bodily Injury and \$100,000 for Property Damage.

Prior to the execution of the contract by Montgomery County Public Schools (MCPS), the proposed awardee must obtain at its own cost and expense and keep in force and effect until termination of the contractual relationship with MCPS the following insurance with 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. Contractor's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of two million dollars (\$2,000,000) combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

Contractual Liability
Premises and Operations
Independent Contractors
Products and Completed Operations

Automobile Liability Coverage

A minimum limit of liability of 2,000,000 combined single limit, for bodily injury and property damage coverage per occurrence including the following:

Owned automobiles Non-owned automobiles Hired automobiles

Worker's Compensation/Employer's Liability

Meeting all requirements of Maryland Law and with the following minimum limits:

Bodily Injury by Accident - \$500,000 each accident

Bodily Injury by Disease - \$1,000,000 policy limits

Bodily Injury by Disease - \$500,000 each employee

Additional Insured

Montgomery County Public Schools must be named as an additional insured on all liability policies.

Policy Cancellation

45 days written notice of cancellation or material change of any of the policies is required.

Certificate Holder

Montgomery County Public Schools
Department of Materials Management
Procurement Unit
45 West Gude Dr., Suite 3100
Rockville, Maryland 20850

I. Invoicing/Payments

The Contractor shall be paid within 30 days. Invoices shall be in duplicate. One copy shall be submitted to the Division of Maintenance and Operations, 8301 Turkey Thicket Drive, Bldg A, 1st Floor, Gaithersburg MD 20879 attention Project Coordinator and one copy to DMOaccounting@mcpsmd.org. All invoices shall identify pertinent information such as purchase order number and building name where work was performed.

J. Indemnification

The bidder shall indemnify and hold harmless the Board of Education, its members, and MCPS employees from and against all claims, demands, losses, penalties, fines, charges, liabilities, lawsuits, damages, and judgments, including legal costs and attorneys' fees, arising out of the performance of this contract, regardless of when such claim, losses, lawsuits, liabilities, damages, or judgments shall arise. This provision shall survive the termination of this contract. (Refer to Paragraph XX Indemnity under the General Stipulations and Instructions to Bidders).

K. Protection of Existing Facilities

The Contractor shall take all necessary precautions during the period of service to protect existing MCPS facilities from damage by workmen and shall repair or replace, at the Contractor's own expense, any damaged property caused by the Contractor's employees or subcontractors.

L. Estimates

Estimates for non-emergency work will be required. The MCPS coordinator will contact the awarded bidder(s) for proposals which shall include the following information:

1. Brief description of the work to be performed and location.
2. Number of labor hours and types of labor.
3. Material cost estimate.
4. Estimated completion date.

All estimates shall reference the contract number, date, contractor representative name and signature. The MCPS Project Coordinator shall approve the proposal in writing except for emergency situations.

M. Emergency Service Work

Emergency work is defined as work scheduled outside the normal work period of 7:00 a.m. to 4:00 p.m., Monday to Friday. Emergency work is also defined as work required during a “declared Emergency” except for crews already scheduled to work during the normal workweek. The Contractor shall provide MCPS, within two hours of notice by the MCPS coordinator, or designee, at least one crew (minimum three qualified people) of workers and appropriate equipment. The crew will be directed where to report and receive work assignments. The crew may be required to work hours other than those associated with the normal eight-hour workday. MCPS will pay the Contractor only the emergency hourly rate during the duration of the declared emergency. In a declared emergency situation the contractor shall respond within two hours.

In an emergency situation, an MCPS authorized designated representative may place a call, day or night, against this contract and the Contractor shall respond within eight hours to complete repairs as required. MCPS will have a representative on the project that will be responsible for advising the Contractor of the problem and signing off on the Contractor’s record for time and materials. The Contractor shall provide a phone number for emergency use outside normal business hours.

A list of MCPS approved personnel will be provided to the successful Contractor.

III. DETAILED SPECIFICATIONS

A. General

All pruning, trimming, tree removal, and disposal of waste from tree work performed under this contract shall be accomplished in strict compliance with current applicable City, County, State and Federal regulations. The disposal of waste (wood, wood chips) under this contract is the Contractor’s responsibility and costs of such disposal, if any must be included in the hourly and daily rate bid. The Contractor shall be responsible for obtaining and maintaining all necessary permits, licenses, etc.

B. Crew Sizes : Each climbing crew shall be equipped with the following minimum equipment.

- a. A power chipper with minimum blade size of 12 inches.
- b. A chip disposal truck of minimum ten cubic yard chip capacity.
- c. Power saws and all tools and equipment necessary to perform work.

1. Four persons crew shall consist of four persons (supervisor included). Three climbers and one ground person.
2. Three man climbing crew consisting of three persons (supervisor included). Two climbers and one ground person.
3. Three man bucket crew, one of which must be a ground person, with any one of the three being the supervisor. It is requested that the Contractor have available a three man bucket crew certified for line clearance.
4. Two men bucket crew, one of which must be a ground person, the other one may be the supervisor.
5. Each Contractor's bucket crew shall be equipped with the following minimum equipment:
 - a. Hydraulic lift bucket capable of reaching a height of 55' as measured from the ground for the two and three man bucket crews, or, hydraulic lift bucket capably of a height of 75' as measured from the ground for the two-man bucket crew.
 - b. A power chipper with minimum blade size of 12 inches.
 - c. A chip disposal truck of minimum 10 cubic yard chip capacity.
 - d. Power saws and all tools and equipment necessary to perform work.
6. The price per crew hours shall pertain to time actually spent on tree work. No compensation will be paid for:
 - a. Travel to and from the job site
 - b. Lunch periods
 - c. Inclement weather
 - d. Holidays or weekends on an overtime basis unless authorized by the MCPS coordinator.

C. Additional Crews

The Contractor shall provide up to two additional crews within ten days of request to do so by MCPS at the same rate per crew set forth in the contract. Each additional crew shall be a separate unit and be fully equipped to operate independently.

Contractors are strongly encouraged to have available a crew certified to perform tree maintenance operations in proximity to energized lines.

D. Safety

1. Tree maintenance operations required by this contract shall only be performed by qualified tree workers, who through demonstrated related training and/or on-the-job experience, or both, are familiar with the practices and hazards of arboricultural, and the equipment used in such operations.
2. The above standard shall not take precedence over arboricultural safe work practices. Operations shall comply with applicable Occupational Safety and Health Administrations (OSHA) standards, ANSI Z133.1, as well as state and local regulations.

E. Forestry Permit

Where applicable, the Contractor shall be responsible for obtaining a tree-trimming permit from the Maryland State Forester's Office and/or special permits from local cities or township prior to commencement of work. Any cost for obtaining this permit shall be the responsibility of the Contractor.

F. Specifications**a. General Guidelines**

1. All terminology used and standards referred to under the terms of this contract are used and will be performed in accordance with the most recent version of; American National Standards Institute.
2. No brush or debris shall be left on the right-of-way overnight. The work site is to be left clean at the conclusion of the workday.
3. No work or solicitation of work on or for private property owners by the Contractor's crew(s) shall be performed during the hours in which the Contractor crew is performing services for MCPS.
4. Any question to pruning practices or procedures, shall be addressed to the Project Coordinator.
5. During the performance of work assigned under the terms of this contract, the Contractor will be required to perform the appropriate pruning/removal activity to branches that are in proximity to or interfering with utility wires. The Contractor will not be required to work within the area adjacent to the utility line distribution system (between utility poles) as defined in the Maryland High Voltage Act, unless so certified. However, all tree trimmers must have received and passed Electrical Hazard Awareness Training. Contractor may be required to submit a list of employees working under this contract who have passed such training.

b. Tree Removal shall consist of the removal of all the above ground portions of a tree.

1. Climbing spurs or hooks are allowed during tree removal operations.
2. MCPS will contact the appropriate electric utility to remove all portions of a tree which are likely to come into contact with their distribution system prior to approval of the removal by the contractor. The Contractor may be required to remove the debris left by the utility company.
3. The trunk of trees being removed is to be cut as flush to the surrounding ground level as is practical so as to minimize potential tripping hazards and facilitate the grinding of the resulting tree stump. Where practical, stumps shall be left no higher than 4" above the surrounding ground level.

c. Maintenance Pruning shall consist of the removal of dead, dying, diseased, decaying, interfering, objectionable, obstructing and weak branches as well as selective thinning to lesson wind resistance. The removal of such described branches is to include those both on the main trunk and within the crown.

Maintenance pruning shall follow the guidelines for National Arborist Association Class II pruning and include the following:

1. All cuts shall be made as close as possible to the trunk or parent branch, without cutting into the branch collar or leaving a protruding stub. Bark at the end of all pruning cuts should remain firmly attached.
2. All branches that are too large to support with one hand shall be precut to avoid splitting or tearing of the bark. Where necessary, ropes or other equipment should be used to lower large branch or stubs to the ground.
3. Treatment of cuts and wounds with wound dressing or paints has not been shown to be effective in preventing or reducing decay, and is not generally recommended. If wounds are painted for cosmetic or other reasons, then materials non-toxic to the cambium layer must be used. Care must be taken to apply only a thin coating of the material and used only on the exposed wood.
4. Old injuries and pruning cuts are to be inspected. Those not closing properly and where callous growth is not already completely established should be barked traced if the bark appears loose or damaged. Such tracing shall not penetrate the xylem (sapwood) and margins shall be kept rounded.
5. Sharp tools shall be used so that clean cuts will be made at all times.
6. Equipment that will damage the bark and cambium layer shall not be used; for example, climbing hooks or spurs.
7. Unless directed otherwise by the MCPS coordinator, or designee, trees susceptible to serious infectious diseases should not be pruned at the time of year during which the pathogens causing disease or the insect vector are active. Similarly if pruning wounds may attract harmful insects, pruning should be timed so as to not aid insect infestation. Where the danger of transmitting disease between trees is possible, tools are to be disinfected with alcohol before starting work on a new tree.
8. Remove the weaker or less desirable of crossed or rubbing branches. Such removal, if possible, should not leave large open spaces in the general outline of the tree.
9. Where practical, all visible girdling roots shall be treated by one of the following means:
 - Cut root at either visible end.
 - Sever the root in the center with a chisel and allow the growing tree to push the root away.
 - Remove section of root.

The presence of any disease condition, fungus fruit bodies, decayed trunk or branches, split crotches or branches, cracks or other structural weakness shall be reported to MCPS coordinator and corrective measures recommended.

10. Trimming for obstruction clearance shall allow for two year's normal growth for the species.
11. Suckers (water sprouts) shall be removed from the main tree trunk.

12. Branches hanging over or near a structure shall be cut back or removed entirely to allow for a minimum of six feet clearance between any part of the remaining branch and the structure.
- d. Crown Reduction Pruning may be necessary where there has been significant crown dieback, prior incorrect pruning or severe storm damage. Crown reduction pruning is the reduction of top, sides, or individual limbs by the means of removal of the leader or longest portion of a limb to a lateral no less than one third of the total diameter of the original limb. In addition to the specifications listed under Maintenance Pruning the following apply:
 1. Before a branch is cut back, the ratio of live wood in the branch to leaf surface area in the remaining branch should be carefully considered. The leaves must supply sufficient foot to maintain the remaining branch as well as to supply the needs of other parts of the tree. Generally, not more than one-third the total leaf area should be removed at any one time.
 2. All attempts should be made to prune the tree to a shape typical of the species. Remove branches in such a manner as to leave the foliage pattern evenly distributed. In general, the top of the crown is to be higher than the sides to maintain a tree like form.
 3. To prevent sunburn on thin-bark trees, just enough limbs shall be removed to achieve the desired effect without admitting too much sunlight to the trunk of the tree or the top side of large branches. Care should be taken with the following trees; lindens, maples, beeches, apples and oaks.
- e. Young Tree Pruning may be necessary for trees less than six inches in diameter.
 1. A central trunk or leader or well-spaced multiple trunk or leaders (as appropriate for the species and specimen) should be developed by removing competing leaders and removing, heading, or thinning laterals on vigorously growing branches that compete with the selected leader(s).
 2. A strong scaffold branch structure should be developed by selecting the primary scaffold branches. To improve the scaffold structure, branches that are crossing, have included bark, or interfere with the scaffold branches should be removed. Scaffold branches should be properly spaced.
 3. Large-growing branches with narrow angles of attachment shall be removed from the trunk.
 4. Lower branches shall be pruned so as not to interfere with human activities where needed.

SPECIFICATIONS FOR NEW TREE PLANTINGS:

Services must be completed following the MCPS Facilities Guide, Division 2 – Site work & site design guidelines and must be in compliance with the Maryland Forest Conservation Act and any other applicable county and/or state laws.

1. Contractor Requirements: For tree planting and maintenance the contractor must meet the following requirements:

- A. Experience: Landscaping Contractor shall have been in related work for a minimum of three years.
 - B. Subcontracted landscape work to a single firm specializing in landscape work and with a record of satisfactory performance on similar projects.
 - C. Installer is required to maintain an experienced full-time supervisor on project site while work is in progress.
 - D. Installer shall be a member in good standing with Professional Land care Network or American Nursery and Landscape Association.
 - E. Quality Control:
 - a. Comply with sizing and grading standards of latest edition of "American Standard for Nursery Stock". A plant shall be dimensioned as it stands in its natural position.
 - b. Plants shall be nursery grown under climatic conditions similar to those in locality of project for a Project for a minimum of two years.
 - c. Stock furnished shall be at least the minimum size indicated. Provide plants indicated with a measurement range so that only a maximum of 50 percent are of the minimum size indicated and 50 percent are of the maximum size indicated.
 - d. Plants will be inspected and approved at place of installation, for compliance with specification requirements for quality, size and type of specimen.
2. Trees:
- A. Trees planted should be from the recommended tree list included as part of this solicitation.
 - B. Trees listed on the not recommended list should not be used.
 - C. Trees shall be drought-tolerant and well-adapted to the project location.
 - D. Plants shall be true to species and variety specified and nursery-grown in accordance with good horticultural practice under climatic conditions similar to those in locality of Project for at least two years. Plants shall have been root-pruned within last two years and freshly dug. No heeled-in plants or plants from cold storage will be accepted. Unless specifically noted otherwise, plants shall be symmetrical or equal specimen quality, sound, healthy, vigorous, well-branched and densely foliated when in leaf, free of disease, insects, eggs, or larvae, and have healthy, well developed root systems. Plants shall be free from physical damage or conditions that will prevent thriving growth. Plant materials shall be classified as per "American Standard for Nursery Stock", as adopted by American Association of Nurserymen. Plant materials not meeting this standard shall be rejected.
 - 1. Conform to requirements of plant list.
 - 2. Plant materials shall be nursery growth stock.
 - 3. Trees shall be well branched, with full crown.
 - 4. Each plant shall be free from disease, insect infestation, and dead branches.
 - 5. Each plant shall be balled and burlapped (B&B), with rootball fully intact.
 - 6. Substitutions may be made only after submission of evidence substantiating

- to MCPS coordinator's satisfaction, non-availability of specified plant items and only if approved by MCPS coordinator.
7. Substitutions may be made only with MCPS coordinator's approval, at same price as unavailable contract item or at lower, approved price with a credit provided.
- E. Plants shall conform to measurements indicated, except plants larger may be used if approved by MCPS coordinator. Larger plants shall not increase the Contract price. If larger plants are approved, the root ball shall be increased in proportion to the size of the plant. Plants that meet measurements, but do not possess a normal balance between height and spread, will be rejected.
- F. Trees shall be measured when branches are in their normal position. Height and spread dimensions specified refer to main body of plant and not from branch tip to top. Caliper measurement shall be taken at a point on trunk six inches above natural ground line for trees up to four inches in caliper and at a point twelve inches above natural ground line for trees over four inches in caliper.
- G. No part of the trunk shall be conspicuously crooked as compared with normal trees of same variety. Trunk shall be free from sun-scald, frost cracks, or wounds resulting from abrasions, fire or other cause. No pruning wounds shall be present having a diameter exceeding two inches, and such wounds must show vigorous bark on edges.
- H. Trees shall be measured when branches are in their normal position. Height and spread dimensions specified refer to main body of plant and not from branch tip to top. Caliper measurement shall be taken at a point on trunk six inches above natural ground line for trees up to four inches in caliper and at a point twelve inches above natural ground line for trees over four inches in caliper.
- I. Standards:
- A. American Joint Committee on Horticultural Nomenclature- 1942 Edition of Standardized Plant Names (SPN).
 - B. American Association of Nurserymen- American Standard for Nursery Stock, latest edition
 - C. MDOT-SHA Standards and Specifications Manual, current edition
 - D. MDE Erosion and Sediment Control Handbook
- J. General requirements:
- 1. Delivery Storage and Handling
 - A. Packaged Materials: Deliver materials in original packaging showing weight, analysis and name of Manufacturer. Protect materials from deterioration during delivery and storage on Site.
 - B. Trees: Provide freshly dug trees. Do not prune prior to delivery. Do not bend or bind-tie trees in manner to damage bark break branches or destroy natural shape. Provide protective covering during delivery.
 - C. Deliver trees after preparation for planting have been completed, and plant

immediately. If planting is delayed more than 6 hours after delivery, set trees in shade, protect from weather extremes and mechanical damage, and keep root ball moist.

2. Miscellaneous Materials

- A. Planting Soil Mix: Planting soil mix shall be composed of 60 percent topsoil, 30 percent organic matter and 10 percent sand. Make adjustments based on soils report and recommendations.
- B. Anti-desiccant: "Wiltpruf", Manufactured by Nursery Specialty Products, Inc., Greenwich, Connecticut, or approved
- C. Fertilizer shall be uniform in composition, dry and free flowing, delivered to site in original, unopened containers, bearing Manufacturer's guaranteed analysis. Fertilizer, which becomes caked or otherwise damaged, making it unsuitable for use, will not be accepted. Composition shall be nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.
- D. Stakes for supporting trees: Hardwood stakes two by two inches, structurally sound rough sawn stakes are acceptable if free from long slivers, bark, or other defects.
- E. Wires for guying trees: No. 12 gauge pliable galvanized steel. Webbing shall be UV resistant polypropylene or nylon webbing with brass grommets. Guy cables shall be five strand, 3/16 inch diameter, galvanized steel cable, with zinc coated turnbuckles, a minimum of 3 inches long with two 3/8 inch galvanized eyebolts.
- F. Mulch: Shall consist of sound, non-decomposed double shredded hardwood bark, free of branches, twigs, leaves, chunks of bark, soil or injurious materials.

3. Digging and Handling of Plant Materials:

Apply anti-desiccant to plant materials in full leaf immediately before digging, providing an adequate film over trunks, branches, twigs and foliage. Dig balled and burlapped (B and B) plants with firm, natural balls of earth, of diameter not less than that recommended by American Standard for Nursery Stock, and of sufficient depth to include fibrous and feeding roots. Plants moved with a ball will not be accepted if ball is cracked or broken before or during planting operations.

4. Planting Operations:

- A. No planting will be permitted while ground surface or prepared backfill is frozen.
- B. It is the Contractor's responsibility to ascertain location of electrical cables, conduits, utility lines and gas supply lines so that proper precautions may be taken not to disturb or damage any sub-surface improvements prior to excavation of planting areas or plant pits. In event sub-surface improvements are uncovered, arrange to relocate plant material. Failure to follow this procedure will require Contractor to make all requisite repairs to damaged utility lines at no increase to approved sum.
- C. Depth of pits shall be enough to accommodate ball or roots when tree is set to finished grade. Bottom of root ball shall rest on firm sub-grade soil.

- D. Protect plants at times from sun or drying winds. Plants that cannot be planted immediately on delivery shall be kept in shade, well protected with soil, mulch or other acceptable material and kept well-watered. Plants shall not remain unplanted for longer than three days after delivery. Plants shall be lifted and handled from bottom of ball only.
- E. Set plants at same relationship to finished grade as they bore to ground from which they were dug. Plants shall be set plumb and braced rigidly in position until prepared planting soil mix has been tamped solidly around all and roots.
- F. Cut and remove ropes, strings, containers and/or wrapping from ball without damaging root ball or plant. Do not use planting stock if root ball is cracked or broken before or during digging operation.
- G. Plant pits shall be backfilled with equal portions of prepared planting soil mix and existing subsoil immediately after placing plants in pits. When plant pits have been backfilled approximately 2/3 full, water thoroughly eliminating air pockets. After watering, install planting soil mix to top of pit and repeat watering.
- H. Form saucer or water basins at least four inches deep with diameter equal to that of plant ball. Mulch shall be placed on all tree pits beds within 24 hours after planting, and shall be applied to a uniform depth appropriate for the tree species. Thoroughly water plants immediately after planting and mulching
- I. Guy with stakes as described in the staking section.
- J. Prune as described in the pruning section.
- K. Plant material beds shall be neatly edged to lines indicated, with a clean line between soil of plant bed and lawn grass surface.
- L. Provide and install portable drip irrigation bags at each new tree. Provide single unit bags (20 gallons) for trees with 1 inch to 4 inch trunks, and combine bags to form a 50 gallon set for trees with 4 inch to 8 inch trunks. Install in accordance with Manufacturer's instructions. Fill bags and begin scheduled maintenance.

5. Staking:

Staking shall be completed immediately after planting. Plants shall stand plumb after staking. Stake trees as indicated. Stakes shall be equally spaced about each tree, and driven vertically into ground to a depth of 2 1/2 to 3 feet in such manner as not to injure ball or roots. Trees shall be fastened to each stake at a height of about five feet by means of two strands of #12 galvanized steel wires. Stakes shall be uniform in height and placed according to diameter of tree trunk as follows:

- 1. 2 inches or less 1 stake
- 2. 2 to 3 inches 2 stakes
- 3. 3 to 6 inches 3 stakes

Stake trees as indicated immediately after planting and maintain stakes and wires until end of warranty period.

6. Cleanup and Protection:

- A. During landscape work, keep adjacent paved areas clean, and work area in an orderly condition.
 - B. Protect landscape work and materials from damage due to landscape operations, operations by other Contractors and trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed.
7. Two Year Warranty and Maintenance:
- A. It shall be the Contractor's responsibility to water, fertilize and otherwise maintain plant materials in healthy condition, free of stress and insect infestation for a period of two years.
 - B. Contractor's maintenance responsibilities shall consist of pruning, watering, fertilizing, cultivating, weeding, mulching, tightening and repairing of staking, sorting plants to proper grades or upright position, restoration of planting saucer, and furnishing and applying sprays or other items as are necessary to keep planting free of insects and disease and in thriving condition. If pesticides are used during the school year, the Contractor is responsible for notifying and supplying a copy of the Material Safety Data Sheet (MSDS) to the Pest Management office at 240-740-2526 a minimum of seven business days in advance of the application.
 - C. Warranty shall commence upon satisfactory final inspection by the Maryland-National Capital Park and Planning Commission (MNCPPC) of the conservation measures required under the forest conservation plan. A staged project may have more than one warranty period.
 - D. Trees shall be guaranteed against defects including death and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others, or unusual phenomena or incidents which are beyond Landscape Installer's control.
 - E. Remove and replace unsatisfactory trees or those found to be dead or in unhealthy condition during warranty period. Replacements must be made during the growth season following end of warranty period. Replace in kind and size specified and plant in accordance with this bid.
 - F. At End of Guarantee period, Contractor shall remove stakes, guy wires and tree wrappings unless otherwise approved.
8. Tree List
- Attached is the updated List of Recommended & Non-Recommended Tree Lists.

Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities

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 § 5-561 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 and shall be completed prior to performing any work.

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.