

**TOWN OF OCEAN CITY**  
**Ocean City, Maryland**



**PROCUREMENT DEPARTMENT**

**BID DOCUMENTS**  
**FOR**

**TREE MAINTENANCE SERVICES**

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<b>THIS SPACE FOR DEPARTMENT USE</b>
<b>Date of Award:</b>
<b>Awarded To:</b>
<b>Chargeable to Account :</b>
<b>Pre-Bid Conference:</b> Wednesday, August 26, 2015 at 1:30 p.m. at the Procurement Department, located at 204 65 <sup>th</sup> Street, Bldg. A, Ocean City, MD 21842
<b>Last Day for Questions:</b> Noon on Thursday, August 27, 2015
<b>Bid Opening and Due Date:</b> 1:00 p.m., Friday, September 4, 2015
<b>Bid Opening Location:</b> 204 65 <sup>th</sup> Street, Bldg. A, Ocean City, MD 21842
<b>Ad Run:</b> N/A

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## SECTION I: INTRODUCTION

### 1. PURPOSE

- 1.1. The purpose of this Invitation to Bid Document is for the Town of Ocean City ("Town") to contract for Tree Maintenance Services to include tree trimming, tree removal, and stump grinding in conformity with the requirements contained herein ("Bid Document(s)").

### 2. CLARIFICATION OF TERMS

- 2.1. Professional firms or individuals that submit a bid for award of a contract ("Contract") are referred to as vendors ("Vendors") in this Bid Document. The Vendor that is awarded the Contract is herein referred to as the ("Successful Vendor").
- 2.2. Tree Maintenance Services are herein referred to as ("Work").

### 3. QUESTIONS AND INQUIRIES

- 3.1. For information regarding Bid Documents and bidding requirements, please contact Nicholas Rice at nrice@oceancitymd.gov or call 410-723-6643.
- 3.2. Copies of the Bid Documents are available on the Town's [website](#) or by calling (410) 723-6643 during normal business hours.

### 4. FILLING OUT BID DOCUMENTS

- 4.1. Use only forms supplied by the Town.
- 4.2. Submit two (2) unbound originals.**
- 4.3. Bids should be complied as follows: (1) Cover letter, (2) Form of Bid, (3) References, (4) Exceptions Document, Signed addenda, if necessary (5) Individual Principal Document, (6) Vendor's Affidavit of Qualification to Bid, and (7) Non-Collusive Affidavit.
- 4.4. All blanks on the Bid Documents will need to be filled in electronically or manually in ink.
- 4.5. Where so indicated by the make-up of the Bid Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
- 4.6. Any interlineation, alteration, or erasure will be initialed by the signer of the Bid Documents.
- 4.7. Each copy of the Bid Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Bid Documents submitted by an agent will have a current Power of Attorney attached certifying the agent's authority to bind the Vendor.
- 4.8. Vendor will supply all information and submittals required by the Bid Documents to constitute a proper and responsible completed Bid Document package.
- 4.9. Any ambiguity in the Bid Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the Town.

### 5. SUBMISSION OF BID

- 5.1. All copies of the Bid Documents and any other documents required to be submitted with the Bid Documents will be enclosed in a sealed envelope. The envelope will be addressed to the Town of Ocean City, Maryland and will be identified with the project name: **TREE MAINTENANCE SERVICES** and the Vendor's name and address. Bid Documents sent by mail will be enclosed in a separate mailing envelope with the notation "**SEALED BID DOCUMENTS ENCLOSED**" on the face thereof.

**5.1.1. Bid Documents should be addressed to: Town of Ocean City, Attn: Procurement Department, 204 65<sup>th</sup> Street, Bldg. A, Ocean City, MD 21842**

**5.1.2. Bids are due and will be opened at 1:00 p.m. on Friday, September 4<sup>th</sup>, 2015.**

- 5.2. Bid Documents will be deposited at the designated location prior to the time and date for receipt of Bid Documents as indicated in the Advertisement or Request for Bid, or any extension made by Addendum. Bid Documents received after the time and date for receipt will be returned unopened.
  - 5.3. Vendor will assume full responsibility for taking whatever measures necessary to ensure that the Bid Documents reach the Procurement Department's office prior to the local time and date specified for receipt of Bid Documents. The Town will NOT BE RESPONSIBLE for any Bid Document delayed in the postal or other delivery service nor any late Bid Document, amendment, or request for withdrawal of Bid Document, received after the Bid Document submission date.
  - 5.4. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bid Documents; failure to do so will be at the Vendor's own risk.
  - 5.5. A fully executed Affidavit of Qualification to Bid will be attached to each Bid Document.
  - 5.6. MINORITY VENDORS ARE ENCOURAGED TO PARTICIPATE.
  - 5.7. All Vendor submitted Bid Documents will be valid for a minimum of sixty (60) days from the date of Bid Document opening.
6. OPENING OF BIDS
- 6.1. Bid Documents received on time will be opened publicly and vendor's names and total costs will be read aloud for the record.
  - 6.2. The Contract will be awarded or all Bid Documents will be rejected within one hundred twenty (120) days from the date of the Bid Document opening.
7. ACCEPTANCE OR REJECTION OF BIDS
- 7.1. Unless otherwise specified, the Contract will be awarded to the most RESPONSIBLE and RESPONSIVE Vendor complying with the provisions of the Bid Documents, provided the Bid price is reasonable, does not exceed the funds available, and it is in the best interest of the Town to accept it. The Town reserves the right to reject the Bid Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Bid Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Bid Documents from any person, firm, or corporation which is in arrears or in default to the Town for any debt or contract.
  - 7.2. In determining a Vendor's RESPONSIBILITY, the Town may consider the following qualifications, in addition to price:
    - 7.2.1. Ability, capacity, and skill to provide the commodities or Services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
    - 7.2.2. Character, integrity, reputation, experience and efficiency.
    - 7.2.3. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
    - 7.2.4. Previous and existing compliance with laws and ordinances relating to contracts with the Town and to the Vendor's employment practices.
    - 7.2.5. Evidence of adequate insurance to comply with Contract terms and conditions.
    - 7.2.6. Statement of current work load and capacity to perform/provide the Goods and/or Services.
    - 7.2.7. Explanation of methods to be used in fulfilling the Contract.
    - 7.2.8. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the Town.

- 7.3. In determining a Vendor's RESPONSIVENESS, the Town will consider whether the Bid Document conforms in all material respects to the Bid Documents. The Town reserves the right to waive any irregularities that may be in its best interest to do so.
  - 7.4. The Town will have the right to reject any and all Bid Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Bid Document received, to reject a Bid Document not accompanied by required Bid security or other data required by the Bid Documents, and to accept or reject any Bid Document which deviates from specifications when in the best interest of the Town. Irrespective of any of the foregoing, the Town will have the right to award the Contract in its own best interests.
8. NOTICE TO VENDORS
- 8.1. Before a Vendor submits the Bid Documents it will need to become fully informed as to the extent and character of the Goods and/or Services required and are expected to completely familiarize themselves with the requirements of this Bid Document's specifications. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or the Services to be performed, it being understood that the submission of a Bid Document is an agreement with all of the items and conditions referred to herein.

**END OF SECTION**

## **SECTION II: GENERAL INFORMATION**

### **1. ECONOMY OF BID**

- 1.1. Bid Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Bid Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Bid Document are neither required nor desired.

### **2. RESPONSIBILITIES OF THE VENDOR**

- 2.1. The Vendor will be responsible for the professional quality and technical accuracy of their advice and other Goods and/or Services furnished in the Bid Documents. The Vendor will provide/perform the Goods and/or Services with the degree of skill that is normally exercised by recognized professionals as the Standard of Care with respect to Goods and/or Services of a similar nature.
- 2.2. Neither the Town's review, approval or acceptance of, nor payment for, any of the Goods and/or Services required under the awarded Contract will be construed to operate as a waiver of any rights under the Contract or any cause of action arising out of the performance of the Contract, and the Vendor will be liable to the Town in accordance with applicable law for all damages to the Town caused by the Vendor's negligent performance of any of the Goods and/or Services furnished under the Contract.
- 2.3. The rights of the Town provided for under the awarded Contract are in addition to any rights and remedies provided by law.

### **3. PROPRIETARY INFORMATION OR TRADE SECRETS**

- 3.1. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) provide a written statement detailing the reasons why protection is necessary. The Town reserves the right to ask for additional clarification prior to establishing protection.

### **4. OWNERSHIP OF MATERIALS**

- 4.1. Ownership of all material and documentation originated and prepared pursuant to the Bid Documents will belong exclusively to the Town and is subject to public inspection in accordance with the Freedom of Information Act. Trade secrets or proprietary information submitted by a Vendor in connection with a procurement transaction will not be subject to disclosure under the Freedom of Information Act. However, the Vendor must invoke the protections of this section and be in accordance with Section 3.1.

### **5. CONTRACT AWARD**

- 5.1. A written award by the Town to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract without further action by either party. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the Town will have the right to award to the next responsible and responsive Vendor. Contract will be executed by the Successful Vendor within fifteen (15) working days of receipt of the Contract.
- 5.2. Bid Documents and Contracts issued by the Town will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Bid Documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.

5.3. Town personal property taxes (“Taxes”) must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.

5.4. The Town reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable and professionally competent to provide the required Goods and/or Services should the project size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise. Proprietary information from competing Vendors will not be disclosed to the public or to competitors.

#### 6. AUDIT

6.1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five (5) years after final payment, or until audited. The Town, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

#### 7. NONPERFORMANCE

7.1. The Town reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Bid Document. Errors, omissions or mistakes in performance will be corrected at no cost to the Town. Failure to do so will be cause for withholding of payment for that Goods and/or Services. In addition, if deficiencies are not corrected in a timely manner, the Town may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

#### 8. ASSIGNMENT

8.1. Successful Vendor will not assign, transfer or subject the Contract, or its rights, title interests or obligations therein without Town’s prior written approval.

8.2. Violation of the terms of this paragraph will constitute a breach of Contract. All rights, title, interest and obligations of the Successful Vendor will thereupon cease and terminate.

#### 9. MODIFICATION OR WITHDRAWAL OF BID

9.1. A Bid Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Bid Documents, and each Vendor so agrees in submitting Bid Documents.

#### 10. DEFAULT

10.1. The Contract may be cancelled or annulled by the Town in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (or his surety) will be liable to the Town for cost to the Town in excess of the defaulted Contract price.

10.2. If a representative or warranty of either Party to the Contract is false or misleading in any material respect, or if either Party breaches a material provision of the Contract (“Cause”), the non-breaching Party will give the other Party written notice of such cause. If such Cause is not remedied within seven (7) days after receipt of such notice, (unless, with respect to those Causes which cannot be reasonably corrected or remedied within such seven (7) day period, the breaching Party will have commenced to correct or remedy the same within such seven (7) day period and thereafter will proceed with all due diligence to correct or remedy the same), the Party giving notice will have the right to terminate this Contract upon the expiration of such seven (7) day period.

#### 11. COLLUSION/FINANCIAL BENEFIT

- 11.1. The Vendor certifies that his/her Bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 11.2. Upon signing the Bid Document, Vendor certifies that no member of the governing body of the Town, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the Town, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Mayor or Council has received or has been promised, directly or indirectly, any financial benefit, related to this Bid Document and subsequent Contract.

## 12. TAX EXEMPTION

- 12.1. The Town is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and Transportation Taxes. This exemption cannot be used by Vendors doing business with the Town. Vendors are responsible for State Sales Tax of real property furnished and installed or constructed for the Town.

## 13. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

- 13.1. All Vendors are subject to, and must comply with, the provisions of all applicable state and federal anti-discrimination laws. The Town encourages equal employment opportunity to businesses owned and controlled by minorities and women.
- 13.2. The successful Vendor will not discriminate against any employee or applicant for employment or any member of the public because of race, color, creed, religion, national origin, sex, sexual preference, disability, marital status, age; or otherwise commit an unfair employment practice. Vendor further agrees that this nondiscriminatory agreement will be incorporated by the Vendor in all contracts entered into with suppliers of commodities and Services, contractors and subcontractors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or Services in connection with this Contract.

## 14. INDEMNITY

- 14.1. The Successful Vendor agrees to indemnify, defend, and hold harmless the Town and its officers, employees, and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Vendor's operations under the Contract, whether such operations be by the Vendor or by any subcontractor or by anyone directly or indirectly employed by either the Vendor or subcontractor.
- 14.2. Vendor further agrees to furnish adequate protection against damage(s) as a result of the Vendor's and Vendor's subcontractors' negligence in providing the Goods under this Bid Document and subsequent Contract.

## 15. STATUS OF VENDOR

- 15.1. The Vendor will be responsible to the Town for acts and omissions of their employees, subcontractors, and their agents and employees, and other persons performing portions of the Goods and/or Services under the Contract or other arrangement with the Vendor.
- 15.2. It is understood that the relationship of Vendor to the Town will be that of an "Independent Contractor." Nothing contained herein will be deemed or construed to (1) make the Vendor the agent, servant, or employee of the Town, or (2) create any partnership, joint venture, or other association between the Town and the Vendor.

## 16. APPLICABLE LAWS

- 16.1. Vendor will observe and comply with all applicable federal, state, and local laws and regulations in the performance of the Contract. The Contract will be construed and interpreted

in accordance with the laws of the State of Maryland and all questions of performance hereunder will be determined in accordance with such laws.

#### 17. SUSPENSION OR TERMINATION FOR CONVENIENCE

- 17.1. The Town will have the right, at any time by written notice, for its convenience, to suspend the Goods and/or Services under the Contract for such time as may be determined by the Town to be necessary or desirable up to ninety (90) days, unless a longer time is agreed upon in writing by both parties; and thereafter, to require resumption of the whole or any part of the Goods and/or Services without invalidating the provisions of the Contract.
- 17.2. The Town will have the right, at any time by written notice, for its convenience, to terminate the Goods and/or Services in whole or in part.
- 17.3. Any notice issued pursuant to Sections 18.1 and/or 18.2 will state the extent and effective date of such notice, except as otherwise directed, the Vendor will stop Goods and/or Services on the date of receipt of the Notice of Termination or other date specified in the notice; place no further orders or subcontracts for materials, Services, or facilities, except as necessary for the completion of such portion of the Goods and/or Services not terminated.
- 17.4. The Vendor, within thirty (30) days of the Notice of Termination, will submit a final invoice reflecting Goods and/or Services actually furnished pursuant to the Contract to the satisfaction of the Town and for which no previous invoice was submitted to the Town.
- 17.5. In the event of a termination, pursuant to Section 18.2, the Town will pay the Vendor's expenses verified by final invoice as set forth in Section 18.4 for the following:
  - 17.5.1. Completed and acceptable Goods and/or Services executed in accordance with the Contract prior to the effective date of termination, including fair and reasonable sums for overhead and profit for such Goods and/or Services;
  - 17.5.2. Expenses sustained prior to the effective date of termination in providing/performing Goods and/or Services and furnishing labor, materials, or equipment as required by the Contract in connection with uncompleted Goods and/or Services, plus fair and reasonable sums for overhead and profit.
- 17.6. The Vendor will not be paid on account of loss of anticipated profits or revenues or for Goods and/or Services not completed prior to the date of termination of the Contract.

#### 18. CONTRACT CHANGES

- 18.1. NO CLAIMS may be made by anyone that the scope of the project or that the Vendor's Goods and/or Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) UNLESS such changes or adjustments have been made by an approved WRITTEN AMENDMENT (Change Order) to the Contract signed by the Procurement Manager (and the Town Council, if required), prior to additional Goods and/or Services being initiated. Extra Goods and/or Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor. Payment will not be made by the Town.
- 18.2. NO ORAL conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any Town employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Procurement Manager (with Town Council approval, if required) will be honored or valid.
- 18.3. If any Change Order in the Goods and/or Services results in a reduction in the Goods and/or Services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on Goods and/or Services that are eliminated.

#### 19. ADDENDUM

- 19.1. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to the Town of Ocean City's Procurement Manager and to be given consideration, must be received at the above address at least seven (7) days prior to the date fixed for the opening of Bid Documents.
- 19.2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Manager to all holders of Bid Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any Town employee that materially change any portion of the Bid Documents will not be relied upon unless subsequently ratified by a formal written amendment to the Bid Document.
- 19.3. All addenda will be issued so as to be received at least five (5) days prior to the time set for receipt of Bid Documents, and will become part of the Contract and will be acknowledged in the Bid Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Bid Document as submitted.
- 19.4. Vendors are cautioned to refrain from including in their Bid Document any substitutions which are not confirmed by written addenda. To find out whether the Town intends to issue an amendment reflecting an oral statement made by any employee, contact the Town of Ocean City's Procurement Manager during normal business hours.
- 19.5. The Town of Ocean City's Procurement Manager reserves the right to postpone the Bid Document opening for any major changes occurring in the 5-day interim which would otherwise necessitate an Addendum.

## 20. INSURANCE REQUIREMENTS

- 20.1. Unless otherwise required by Special Conditions for this Agreement the Vendor will be required to purchase and maintain during the life of the Agreement the following types and amounts of insurance (minimum).
  - 20.1.1. Commercial General Liability: \$1,000,000 (One million dollars) per occurrence \$2,000,000 (Two million dollars) aggregate for bodily injury and property damage.
  - 20.1.2. Professional Liability: \$1,000,000 (One million dollars) per claim.
  - 20.1.3. Commercial Automobile: \$1,000,000 (One million dollars) combined single limit per accident for bodily injury and property damage. Including hired, non-ownership coverage and owned vehicle coverage if company owns a vehicle.
  - 20.1.4. As mandated by the Code of the State of Maryland and Employer's Liability the Vendor will be required to provide Worker's Compensation Insurance.
- 20.2. The Vendor will provide the Town with certificates of insurance evidencing the coverage required above. Such certificates will provide that the Town be given at least thirty (30) days prior written notice of cancellation of, intention to not renew, or material change in such coverage. Vendor will provide certificates of insurance before commencing Work in conjunction with this Agreement.
- 20.3. Failure to provide and continue in force such insurance as required above, will be deemed a material breach of the Agreement, will cause the Vendor to be in DEFAULT, and will operate as an immediate termination thereof. The Town reserves the right to require higher limits on any Agreement. A thirty (30) day notice in writing of cancellation or non-renewal will be furnished by certified mail to the Procurement Manager at the address listed in solicitation. The Vendor agrees to be responsible for, indemnify, defend and hold harmless the Town, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen in connection with the Goods and/or Services performed under this Agreement including, but not limited to, claims under the Worker's Compensation Act.

20.3.1. ON THE COMMERCIAL GENERAL LIABILITY POLICY THE TOWN MUST BE NAMED AS ADDITIONAL INSURED AND THE INSURANCE CERTIFICATE FURNISHED TO THE TOWN WILL INDICATE SUCH COVERAGE.

20.3.2. THE PROVIDING OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE VENDOR OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE CONSULTANT IN THIS AGREEMENT, OR FOR WHICH THE VENDOR MAY BE LIABLE BY LAW OR OTHERWISE.

**END OF SECTION**

## SECTION III: BID SPECIFICATIONS

### 1. SCOPE

- 1.1. The Town is seeking bids from qualified Vendors for the provision of on-call tree trimming and maintenance, tree removal, and stump grinding in accordance with the terms and conditions and specifications set forth in this solicitation.
- 1.2. Work to be performed under the terms of the Contract includes, but is not limited to; the removal of dead, dying, or diseased trees; the correction of structural defects; crown cleaning; crown raising; crown thinning; stump removal; brush removal and removal of damaged limbs or trees.

### 2. ESTIMATED QUANTITIES

- 2.1. Current needs include but are not limited to; approximately one hundred and sixty-five (165) locations with at least one (1) tree conflicting with the right of way located on private property throughout the Town.
- 2.2. Any contract resultant from this solicitation is intended to be utilized on an as needed and on-call basis. The Town makes no guarantee of any minimum or maximum purchase.

### 3. VENDOR QUALIFICATIONS

- 3.1. Vendors must be engaged in tree trimming and maintenance, tree removal, and stump grinding as their core business/specialization and must have been actively engaged in this field for a minimum of three (3) years.
- 3.2. The Successful Vendor must be licensed to perform work in the state of Maryland as well as the Town.
- 3.3. The Successful Vendor must provide their own fuel, equipment, supplies and maintenance necessary to fulfill the requirements of the Contract.
- 3.4. The Successful Vendor must provide a copy of their insurance policy covering the requested products and Work as described in these Bid Documents.

### 4. HOURS OF WORK

- 4.1. All Work exclusive of emergency needs will be performed Monday through Friday, 7:00 AM to 5:00 PM or as agreed upon by the parties, unless otherwise specified by the Town.

### 5. PERSONNEL

- 5.1. All teams dispatched to the Town must consist of no less than three (3) workers. The Successful Vendor must employ and provide onsite, as needed, at least one Tree Care Expert licensed in the State of Maryland as well as one employee with the ability to climb. One (1) of the crewmembers must act as the working foreman and must be fully conversant in English.
- 5.2. A copy of the Successful Vendor's Maryland Tree Care Expert license must be provided with the bid submittal. The Successful Vendor must maintain this license throughout the duration of the contract.
- 5.3. Equipment: Successful Vendor must own or have ready and immediate access to all tools and equipment necessary for the performance of the Work described herein. Anticipated needs include, but are not limited to:
  - Aerial bucket truck with minimum 70' reach (separate hourly rate assessed as needed)
  - Brush chipper, 12" capacity or greater
  - Pickup truck with dump bed
  - Safety Equipment such as cones, caution tape, barricades

### 6. SAFETY

- 6.1. Tree maintenance operations required under the Contract must only be performed by qualified tree care workers who, through related training, on the job experience, or

both, are familiar with the practices and hazards of arboriculture and the equipment used in such practices. The standards contained herein will not take precedence over arboricultural safe work best practices. All operations must comply with applicable Occupational Safety and Health Administration Standards (<https://www.osha.gov>), ANSI Z133.1, as well as state and local regulations.

- 6.2. Any crew member deemed to be operating in an unsafe or unprofessional manner may be removed or replaced from the crew at the discretion of the Town.
- 6.3. The Successful Vendor must provide regular safety training to all field employees on an on-going basis and be prepared to document such training upon request by the Town.

#### 7. EGRESS AND PROTECTION OF PROPERTY

- 7.1. The Work performed under the Contract must be done with the least inconvenience to the Town and the general public as possible. Vehicles must have egress capabilities at all times. The amount of time that normal operations are interrupted must be kept to an absolute minimum and must be coordinated with the Town on each job and at each location.
- 7.2. The Successful Vendor is responsible for protecting all existing and newly installed work, materials, equipment, improvements, utilities, structures and vegetation at all times during the course of the Contract and any damage must be remediated to the satisfaction of the Town.

#### 8. GENERAL GUIDELINES

- 8.1. Work deemed high priority or emergency must commence within twenty-four (24) hours of notification or as determined by the Town. All non-emergency Work must commence within five (5) business days of notification or as determined by the Town.
  - 8.1.1. If the Successful Vendor is unable to commence Work within the timeframe listed in Section III, Subsection 8.1 the Town will have the right to seek Work from other Vendors.
- 8.2. All wood and brush identified as diseased by the Town must be removed from the site by the Successful Vendor and must not be left for firewood or chips.
- 8.3. The Successful Vendor must not solicit for work from private property owners during the hours in which the Successful Vendor is performing Work for the Town.
- 8.4. The Town will not pay compensation for travel to the site to begin work in the morning or return travel at the conclusion of the work day.
- 8.5. Any questions as to pruning practices as well as contract productivity will be resolved by the Town and the decision will be final.
- 8.6. During performance of Work assigned under the terms of the Contract, the Successful Vendor may be required to perform the appropriate pruning/trimming/removal activity to branches that are in proximity to or interfering with utility wires providing service to individual residences (house drops). The Successful Vendor 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 – [www.dllr.maryland.gov/labor/mosh/electricallines.shtml](http://www.dllr.maryland.gov/labor/mosh/electricallines.shtml).
- 8.7. No surcharges for fuel or any other items will be charged to the Town.

#### 9. MAINTENANCE TRIMMING/PRUNING

- 9.1. Routine trimming and pruning will be paid in accordance with the Bid Form. The rates on the Bid Form must be fully inclusive of all equipment, labor, personnel, travel, tools, fuel and overhead associated with the provision of a three (3) man crew for maintenance trimming/pruning of trees and brush.

9.2. Maintenance trimming/pruning must include but not be limited to the removal of dead, dying, diseased, decaying, interfering, objectionable, obstructing, and weak branches. The removal of such described branches must include those both on the main trunk and within the crown. Maintenance trimming/pruning/removal must include the following:

- All cuts must 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.
- All branches too large to support with one (1) hand must be pre-cut to avoid splitting or tearing of the bark. Where necessary, ropes or other equipment should be used to lower large branches or stubs to the ground.
- Sharp tools must be used so that clean cuts are made at all times. Equipment must be sterilized as often as determined by industry best practices.
- Climbing hooks or spurs must not be used so as to avoid damage to the bark or cambium layer of the plant.
- When crossing or rubbing of branches occurs, Successful Vendor must remove the weaker or less desirable branch where possible. Such removal should not leave large open spaces in the general outline of the tree.
- Where practical, all girdling root sections will be removed.
- The presence of any disease condition, fungus fruit bodies, decayed trunks or branches, split crotches or branches, severe bark inclusions, cracks or other structural weakness must be reported to the Town who will recommend proper corrective measures. All diseased wood or chips will be removed from the site by the Successful Vendor.
- To preserve symmetry and the aesthetic appearance of the tree when trimming, the Successful Vendor must endeavor to under-prune where practical, rather than remove entire branches back to the trunk or parent branch. If, however, the limb cannot be cut back to a proper branch union that is at least one third (1/3) the diameter of the limb being removed, the entire limb must be removed. Also, no limb will be cut back to another limb that is at a 90 degree angle from the limb being removed.
- All trees and shrubs whose branches block the view of oncoming traffic must be trimmed back far enough to allow the clear view of oncoming traffic.
- All branches obstructing the view of traffic control devices (i.e. signs) must be trimmed/removed as needed to create a clear line of sight.
- Trimming for obstruction clearance must be cut back behind the right-of-way. The Town defines the right-of-way as the back of the sidewalk or curb where a sidewalk is not located.
- 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 means of removal of the leader or longest portion of a limb to a lateral no less than one third (1/3) of the total diameter of the original limb.
- 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.

- Minimally sufficient limbs will be removed to achieve the desired effect without admitting too much sunlight to the trunk or the top side of large branches.

#### 10. TREE REMOVAL

- 10.1. Tree removal will be paid on a per tree basis according to trunk diameter measured at breast height (DBH). The per tree removal rate must be fully inclusive of all equipment, labor, personnel, travel, tools, fuel and overhead associated with the removal of all of the above ground portions of the tree. No additional hourly rate will be paid for tree removal, however a premium per tree charge may be applied in the event of tree felling during emergency/off-hours. Additionally, tree felling prices are requested in two ways: one, for situations where a tree can be simply felled and two, where conditions require a tree to be topped and felled, necessitating additional time, labor and equipment. Successful Vendor and Town must be in agreement regarding the necessary method of removal in advance of performance.
- 10.2. The Town will obtain consent or permission for the necessary Work from the property owner or public authorities having ownership or control over each tree to be removed, pruned, and/or maintained.
- 10.3. All trees that cannot be safely felled without danger to traffic or potential injury to other plants or property must be cut in sections from the top down (topped). Successful Vendor must adhere to all best practices and take every precaution to avoid damage and/or injury to any persons and property.
- 10.4. No tree will be felled without prior approval granted by the Town.
- 10.5. Tree removal must be performed by or be directly supervised by a Maryland Licensed Tree Expert. It is preferred, though not required, that the Successful Vendor maintains on staff, an ISA certified Arborist.

#### 11. STUMP GRINDING

- 11.1. Stump grinding/removal may be required at the time of tree removal and will be paid as a separate fee. The fee must be fully inclusive of all equipment, labor, personnel, travel, tools, fuel and overhead associated with the removal of all of the above ground portions of the tree. No additional hourly rate will be paid for stump grinding. Stump grinding Work will only be performed during normal business hours, there is no anticipated instance by which stump grinding would be required on an emergency basis after hours.
- 11.2. The Successful Vendor will be responsible for contacting Miss Utility to ensure utilities are marked prior to the start of Work.
- 11.3. Stumps are to be ground out to a minimum depth of six (6") inches below the finish grade of turf. Full depth grinding may be required by the Town where replacement trees are to be planted at the site.
- 11.4. All exposed surface roots extending from the stump are to be ground until no longer visible. Stumps which, in the opinion of the Town, have excessive surface roots which require grinding to restore finish grade may be invoiced at the unit price for the next larger size class. The determination of excessive surface roots is made solely by the Town and that decision will be final.
- 11.5. The Successful Vendor will leave a sufficient supply of chips to backfill the hole at three (3") inches above finish grade to allow for settlement. All excess chips will be removed and disposed by the Successful Vendor unless otherwise permitted by the Town.
- 11.6. Any potential conflicts with utilities either above or below ground are the responsibility of the Successful Vendor to identify prior to excavation. Any utility

damage and associated costs resulting from stump grinding are the responsibility of the Successful Vendor.

11.7. Any damage to sidewalks or any other improvements on either private or Town property will be the Successful Vendor's responsibility to repair or replace to the owner's satisfaction.

11.8. Payments will be based upon the diameter of the stump at the final cut. The diameter is determined by the Town to be the average of the longest diameter distance across the stump and the diameter taken along the right angle at the mid-point of the longest measurement.

## 12. MAINTENANCE OF TRAFFIC

12.1. The safety of the travelling public is paramount. The Successful Vendor will perform all maintenance of traffic as described in Part 6 of the Manual on Uniform Traffic Control Devices (MUTCD) [www.mutcd.fhwa.dot.gov](http://www.mutcd.fhwa.dot.gov) and in accordance with Town standards.

12.2. The Successful Vendor must provide all required signs, stands, cones, and/or traffic drums.

## 13. CLEANUP

13.1. The Successful Vendor must remove and be responsible for the disposal of all brush and debris resulting from tree removal and other maintenance operations. No additional payment will be made for this service.

13.2. Disposal method for brush/debris is at the discretion of the Successful Vendor, but, must adhere to all pertinent local, state and federal rules, regulations and laws. Where feasible, it is preferred that debris is repurposed in a 'green' way, i.e. mulched or composted.

13.3. The Successful Vendor must not leave brush or debris in the right-of-way. The Successful Vendor must keep the work area clean at all times. All residual debris generated from the tree maintenance must be removed by the Successful Vendor anytime the work area is left unattended.

13.4. All work areas must be remediated to their existing state prior to the performance of Work. This includes, but is not limited to; sweeping the roadway of debris, removing debris and raking lawn areas.

13.5. At the end of each workday, the Successful Vendor will remove all equipment, vehicles, tools and other associated items belonging to the Successful Vendor.

## 14. AFTER HOURS/EMERGENCY RESPONSE

14.1. After-hours Work is defined as Work scheduled outside the hours provided in Section 4.1 of this Bid Document. After-hours Work may occur in response to storm damage or for Work required during a "Declared Emergency" except for crews already scheduled to work during the normal work week. The Successful Vendor must provide to the Town, within three (3) hours of notice by the Town, at least one crew (minimum three people) of qualified tree 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 (8) hour workday. For the duration of the afterhours Work, the Successful Vendor will be compensated at the after-hours emergency response hourly rate on the Bid Form.

## 15. CONTRACT PRICING

15.1. Contract pricing will be valid from July 1<sup>st</sup>, 2015 through June 30<sup>th</sup>, 2016 ("Contract Period").

15.2. Pricing will not change during the Contract Period.

15.3. Contract will be cancelled by the Town for convenience if funds are not approved for this Work during any fiscal budget year.

16. CONTRACT PERIOD RENEWAL OPTION

16.1. The Town reserves the right to extend the Contract Period for two additional one-year terms, provided the Successful Vendor agrees there will be no increase in price for the additional Contract Period(s). The Successful Vendor will notify the Town's Procurement Department in writing by April 30<sup>th</sup> of each subsequent year regarding the Successful Vendor's decision to hold prices firm for an additional year. The Town will then have the option to either extend the Contract Period or re-bid.

17. BILLING AND PAYMENT

17.1. Invoices are to be submitted after the performance of Work to, [APFINANCE@OCEANCITYMD.GOV](mailto:APFINANCE@OCEANCITYMD.GOV).

17.2. Payment will be made only after performance of Work and upon receipt of proper invoice from Successful Vendor and acceptance by the Town.

18. QUESTIONS

18.1. The last date to submit questions for clarification will be noon on Thursday, August 27<sup>th</sup>, 2015.

19. AWARD

19.1. The Town intends to award to the lowest Responsive and Responsible Vendor meeting the specifications.

**END OF SECTION**

**THIS AND PREVIOUS SECTIONS DO NOT NEED TO BE RETURNED WITH SUBMITTAL.**

## FORM OF BID TREE MAINTENANCE SERVICES

To whom it may concern:

We hereby submit our Bid Documents for "TREE MAINTENANCE SERVICES" as indicated in the Bid Documents. Having carefully examined the Bid Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Bid.

ITEM	HOURLY RATE	UNIT PRICE
1A	Maintenance trimming and pruning, regular hourly rate <b>per 3 man crew</b>	\$ _____
1B	Emergency service "off-hours" hourly rate <b>per 3 man crew</b>	\$ _____
1C	Provision of aerial bucket truck with operator, hourly rate	\$ _____
1D	Traffic Control Manager certified by ATSSA or other acceptable certifying agency, hourly rate	\$ _____
1E	Flagger certified by ATSSA or other acceptable certifying agency, hourly rate	\$ _____
1F	Tree Climber, hourly rate	\$ _____
1G	General Laborer, hourly rate	\$ _____
ITEM	TREE REMOVAL	UNIT PRICE
2A	Tree Removal, <6" DBH, felling only, each	\$ _____
2B	Tree Removal, <6" DBH, felling by topping, each	\$ _____
2C	Tree Removal, 6.01"- 12"DBH, felling only, each	\$ _____
2D	Tree Removal, 6.01"- 12" DBH, felling by topping, each	\$ _____
2E	Tree Removal, 12.01"- 18" DBH, felling only, each	\$ _____
2F	Tree Removal, 12.01"- 18" DBH, felling by topping, each	\$ _____
2G	Tree Removal, 18.01"- 24" DBH, felling only, each	\$ _____
2H	Tree Removal, 18.01"- 24" DBH, felling by topping, each	\$ _____
2I	Tree Removal, 24.01"-36" DBH, felling only, each	\$ _____
2J	Tree Removal, 24.01"-36" DBH, felling by topping, each	\$ _____

2K	Tree Removal, >36" DBH, felling only, each	\$ _____
2L	Tree Removal, >36" DBH, felling by topping, each	\$ _____
2M	Emergency tree felling premium charge for "off-hours", per tree, any size	\$ _____
<b>ITEM</b>	<b>STUMP GRINDING</b>	<b>UNIT PRICE</b>
3A	Stump Grinding, <6" DBH, each	\$ _____
3B	Stump Grinding, <6.01"- 12" DBH, each	\$ _____
3C	Stump Grinding, 12.01"- 18" DBH, each	\$ _____
3D	Stump Grinding, 18.01"- 24" DBH, each	\$ _____
3E	Stump Grinding, 24.01"-36" DBH, each	\$ _____
3F	Stump Grinding, >36" DBH, each	\$ _____

Note: DBH = Diameter at Breast Height (approximately 4' 6")

Is your company currently involved in any active litigation? (Yes)\_\_\_\_ (No) \_\_\_\_\_ CHECK One.

Is your company currently involved in any mergers or acquisitions? (Yes)\_\_\_\_ (No) \_\_\_\_\_ CHECK One.

\*If you answered Yes to either of the above questions please attach documentation to your Bid describing further.

NOTE: THIS BID FORM MUST BE SIGNED BY AN OFFICER OF YOUR COMPANY OR AN AUTHORIZED AGENT FOR THIS BID TO BE CONSIDERED VALID BY THE TOWN.

\_\_\_\_\_  
Sign for Identification

\_\_\_\_\_  
Printed Name

## REFERENCES

List three (3) references for which the Vendor has provided Tree Maintenance Services during the last 12-36 months. Include contact name, address, telephone number, email address and services provided.

Company Name:		Company Name:	
Type of Project:		Type of Project:	
Address:		Address:	
Town, State, Zip Code:		Town, State, Zip Code:	
Contact Person:		Contact Person:	
Telephone Number:		Telephone Number:	
Email:		Email:	
Date of Service:		Date of Service:	
Company Name:			
Type of Project:			
Address:			
Town, State, Zip Code:			
Contact Person:			
Telephone Number:			
Email:			
Date of Service:			

\_\_\_\_\_  
Sign for Identification

\_\_\_\_\_  
Printed Name

## EXCEPTIONS

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Bid Document covers all items as specified.

### EXCEPTIONS:

(If none, write NONE) \_\_\_\_\_

THE VENDOR HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
Sign for Identification

\_\_\_\_\_  
Printed Name

**INDIVIDUAL PRINCIPAL**

Vendor Name: \_\_\_\_\_

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_

Address of Vendor: \_\_\_\_\_ Town, State, Zip

\_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax: \_\_\_\_\_

\*\*\*\*\*

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: \_\_\_\_\_

Address: \_\_\_\_\_ Town, State, Zip \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax: \_\_\_\_\_

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_  
Partner Witness

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_  
Partner Witness

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_  
Partner Witness

\*\*\*\*\*

CORPORATE PRINCIPAL

Name of Corporation: \_\_\_\_\_

Address: \_\_\_\_\_ Town, State, Zip

\_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax: \_\_\_\_\_

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_  
President Witness

Attest: \_\_\_\_\_  
Corporate Secretary

Affix Corporate Seal

**VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID**

I HEREBY AFFIRM THAT:

I, \_\_\_\_\_ am the \_\_\_\_\_  
(Printed Name) (title)  
and the duly authorized representative of the Vendor of  
\_\_\_\_\_ whose address is  
(name of corporation)  
\_\_\_\_\_

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

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State "none" or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I acknowledge that this affidavit is to be furnished to the Town, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Town may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

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

\_\_\_\_\_  
Sign for Identification

\_\_\_\_\_  
Printed Name

**NON-COLLUSIVE AFFIDAVIT**

\_\_\_\_\_ being first duly sworn,  
deposes and says that:

1. He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Vendor that has submitted the attached Bid Document;
2. He/she is fully informed respecting the preparation and contents of the attached Bid Document and of all pertinent circumstances respecting such Bid Documents;
3. Such Bid Document is genuine and is not a collusive or sham Bid Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Bid Document in connection with the Goods and/or Services for which the attached Bid Document has been submitted; or to refrain from bidding in connection with such Goods and/or Services; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Bid Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Bid Document price or the Bid Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Goods and/or Services;
5. The price or prices quoted in the attached Bid Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title