



# The Maryland-National Capital Park & Planning Commission

Department of Finance – Corporate Procurement Division

6611 Kenilworth Avenue, Suite 300 • Riverdale, Maryland 20737 • 301-454-1600 Fax: 301-454-1606

**INVITATION FOR BID  
IFB NUMBER: B40-121**

## Montgomery County Department of Parks Tree Moving Services

The Montgomery County Department of Parks (Parks) part of the Maryland-National Capital Park and Planning Commission (M-NCPPC or Commission), is soliciting bids for tree moving services from Pope Farm to various Parks within Montgomery County, Maryland.

**BID DUE DATE/TIME: January 24, 2020 Before 2:00 P.M.**

**NOTE:** A Pre-Bid Meeting is not schedule for this solicitation.

**Solicitation Release Date: January 06, 2020**

### COMMISSION TEAM:

**Cindy Martinez, Principal Procurement Specialist, Department of Finance**

**THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION**  
**INVITATION FOR BID (IFB) SUMMARY**

<b>IFB Number:</b>	<b>B40-121</b>
<b>Bid Name:</b>	<b>Montgomery County Department of Parks Tree Moving Services</b>
<b>Pre-Bid Meeting:</b>	<b>Not Applicable</b>
<b>Deadline for Technical Questions:</b>	<b>January 13, 2020 at 3:00 p.m.</b> <b>Questions must be submitted in writing via e-mail to:</b> <a href="mailto:Cindy.Martinez@mncppc.org">Cindy.Martinez@mncppc.org</a>
<b>Deadline for Bid:</b>	<b>JANUARY 24, 2020 BEFORE 2:00 P.M.</b>
<b>Submit Bid to:</b>	<p><b>Maryland National Capital Park and Planning Commission  Department of Finance, Corporate Procurement Division  Executive Building Office (EOB)  6611 Kenilworth Ave  Riverdale, MD 20737  Attn: Cindy Martinez</b></p> <p>Bids delivered to any location other than the office listed above will not be considered. Oral, telephonic, telegraphic and facsimile Proposals will not be accepted. If a proposal is sent by mail or courier service, the Offeror assumes full responsibility for its timely delivery to the designated location. Bids received after the date and time specified for receipt of Proposals will be rejected and returned unopened. Bidders are to conform to the procurement conditions herein.</p>
<b>Bid Submittal Instructions:</b>	<p>The bid package must include all required information as outline in this solicitation and include one (1) original and one USB Drive with a single PDF file of the bid package.</p> <p><b><u>The bid submittal should indicate the Invitation to Bid Number on the outside of the package.</u></b></p> <p>The sealed bid package must be received at the address shown above by Deadline for Bids shown above.</p> <p>Delivery of Proposals may only be made during Commission business hours, 8:30 AM to 5:00 PM, Monday through Friday.</p> <p>THE COMMISSION IS NOW REQUIRING ALL VENDORS TO REGISTER ON THE COMMISSION'S ONLINE VENDOR REGISTRATION (EZ PROCUREMENT).</p> <p>Prospective Bidders should <a href="#">register as a vendor</a> to be included in the Commission's bidders list.</p>

<b>Inquiries:</b>	All inquiries regarding this solicitation are to be made to:  Cindy Martinez, Principal Procurement Specialist Department of Finance, Corporate Procurement Division 6611 Kenilworth Ave Riverdale, MD 20737 Email: <a href="mailto:Cindy.Martinez@mncppc.org">Cindy.Martinez@mncppc.org</a> Office: (301) 454-1603  MARYLAND RELAY SERVICE: 1 (800) 735-2258 [for the hearing impaired]
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**PART I**  
**GENERAL INSTRUCTIONS**

## **PRESUBMISSION INFORMATION**

### **Examination of Proposal Documents**

Offerors must examine all the bidding documents very carefully and must make their proposal after examination of the proposed work. The submission of a proposal indicates that the offeror thoroughly understands all the terms and conditions, instructions, and specifications of the solicitation.

### **Commission Assistance in Bid Preparation**

Commission staff will not assist any offeror or offeror's agent in the actual preparation of the Bid. Bidders or their agents will not be permitted to use Commission telephones or other facilities in the preparation of the bid unless the Commission representative specified in the Invitation for Sealed Proposals has given specific authorization.

### **Interpretation of Proposal Documents and Correction of Bid Documents**

Should a Bidder, upon examination of the IFB and Contract Documents, or after conducting an investigation of local and site conditions and performing a review of any information related thereto provided by the Commission, require an interpretation or clarification of any provision of such documents or information, or believe there to be any ambiguity or error in or inconsistency or discrepancy between, or otherwise be in doubt as to the meaning or intent of, any part or portion of those documents or that information, the Offeror shall notify the Commission in writing at least five (5) working days prior to the date set for receipt of Proposals.

Address all questions to: Cindy Martinez  
Principal Procurement Specialist  
Department of Finance, Corporate Procurement Division  
6611 Kenilworth Ave  
Riverdale, MD 20737  
Email: [Cindy.Martinez@mncppc.org](mailto:Cindy.Martinez@mncppc.org)  
Office: (301) 454-1603

A Bidder who fails to request any such interpretation or clarification waives any claim for additional cost or time for any ambiguity or error in or inconsistency or discrepancy between any such documents and/or information which is found to have been apparent at the time of receipt of Proposals.

All interpretations, clarifications, corrections, changes or other directions related to these requests of Offerors will be provided in writing by the Commission and posted on [www.mncppc.org](http://www.mncppc.org) and <https://emma.maryland.gov>.

Responses to Bidder notifications and inquiries made in any other manner, and especially any oral explanations, instructions or comments provided by any representative of the Commission or its Staff, will not be binding on the Commission.

## **Extension of Bid Opening**

The Commission may extend the deadline for receipt of Bids at its option. If the date is extended, the Commission will provide written notification posted on [www.mncppc.org](http://www.mncppc.org) and <https://emma.maryland.gov>. It is incumbent upon the Bidder to check for addenda and/or any extension of the deadline.

## **Response to Solicitations**

In the event a firm does not submit a bid on this solicitation, the firm should provide the Commission an explanation as to why the firm is unable to do so. Because of the large number of firms listed on the Commission's bidders list, it may be necessary to delete from this list the names of those firms that repeatedly fail to respond to Commission solicitations for proposals. The return of the Bid Form page with a "No Bid" is not considered a failure to respond.

## **Preparation and Submission of Bids**

The Offeror shall submit an original plus one (1) USB drive, of the bid as indicated in the IFB. The bid must be:

- a. Initialed by the Offeror where there are erasures or other changes in the proposal.
- b. Signed in ink by authorized principals with the Offeror's legal name fully stated. Corporations must give the state in which incorporated, using the phrase "A Corporation organized under the laws of the State of \_\_\_\_\_". Partnerships must give names of partners, using the phrase "Co-partners, doing business under the firm name of \_\_\_\_\_". Individuals using a trade name must give the individual name, using the phrase "An individual doing business under the trade name of \_\_\_\_\_" (see Form B – Proposal Declaration – in Section VI).
- c. Submitted in accordance with the format as specified in Section V. Proposals may be submitted as the Offeror may determine, but the proposals must follow the prescribed format as to the requirements of content and order of content.
- d. Fully completed by the Offeror, including all information requested and any attachments that may be required.

## **Receipt and Opening of Bids**

Bids received prior to the date and time specified for the receipt of bids will be securely kept, unopened. The Commission representative whose duty it is to open the proposals will decide when the specified opening time has arrived.

If the Bidder to whom an award is made should fail to execute a contract or deliver any insurance certificates within the time specified:

The award may be annulled, and the project awarded to the second lowest responsive and responsible Bidder, who shall be required to fulfill all stipulations as if such Bidder were the original Bidder to whom the award was made, or

The Commission may reject all remaining Bids.

Unless otherwise stated in the IFB, the Commission reserves the right to award in the aggregate or to make separate awards. The Commission reserves the right, when reviewing bids for award, to waive minor informalities or irregularities in the bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Commission reserves the right to reject any or all bids, and to reject any or all optional items included in the proposal. In the event that the Commission offices are closed due to weather or other contingencies, the bids will be accepted until 10:00 A.M. on the first full Commission business day following the last designated closing date.

### **Irrevocability of Bid**

Unless otherwise provided for by the IFB documents, all bids shall be irrevocable for a minimum period of one hundred twenty (120) calendar days following the date and time set for receipt of proposals.

At any time prior to the specified Bid opening time and date, proposals may be modified or withdrawn in person by the Bidder, or by his or her authorized representative if proper identification acceptable to the Purchasing Manager is provided and the person withdrawing the bid signs a receipt for the withdrawn bid. This can also be accomplished by mail with the approval of the Purchasing Manager.

### **Late Bids, Modifications and Withdrawals**

If a Bidder submits a bid or request for withdrawal after the time set for receipt of bids, the following applies.

- A late bid, late modification or late request for withdrawal will not be considered. Any bid, proposal or modification to a bid or proposal received at the place designated in the solicitation after the time set for receipt of bids is late and will not be considered for award.
- Any request for withdrawal or request for modification received at the place designated for proposal opening after the time set for opening of bids is late.
- A late proposal shall not be opened and shall be returned to the bidder (unless it must be opened to determine the identity of the bidder).

- Exceptions to these rules may be made when a late bid, modification, or withdrawal would have been timely but for the action or inaction of procurement personnel directing the procurement activity.

### **Mistakes in Bids**

After the opening of bids, Commission staff shall examine all bids for mistakes. In cases of apparent mistakes, other than those involving extension of unit prices or other arithmetic errors, when Commission staff has reason to believe that a mistake may have been made, staff shall request from the bidder a verification of the bid. If the bidder alleges a mistake, the matter shall be brought to the attention of the Purchasing Manager. Such actions shall be taken prior to award.

The Purchasing Manager is required to make the administrative determinations necessary in cases of alleged proposal mistakes. The authority permitting correction of proposals is limited to proposals which are responsive as submitted and shall not be used to permit correction of bids to make them responsive.

If the Purchasing Manager knows or has reason to conclude that a mistake in a proposal may have been made, the Purchasing Manager shall require that the bidder confirm the proposal. Confirmation by the offeror of the proposal will be requested when the bid reflects either an obvious, apparent error on its face or the bid's amount is unreasonably lower than those of either the other bids submitted or the Commission's estimate.

If the offeror fails to respond to a request for confirmation of an apparent mistake within the time allotted to the Purchasing Manager, the proposal may be considered as originally submitted or may be rejected as non-responsive at the discretion of the Purchasing Manager. If the offeror confirms his proposal, the Purchasing Manager shall consider it as originally submitted.

If the offeror alleges a mistake, the Purchasing Manager shall advise him to support the allegation by statements concerning the alleged mistake and by all pertinent evidence, such as the bidder's file copy of the bid, original worksheets and other data used in preparing the bid, such as subcontractor's and supplier's quotations, if any, published price lists, and any other evidence which will serve to establish the mistake, the manner in which it occurred, and the bid actually intended.

Additionally:

- A determination may be made permitting the bidder to correct his bid if the bidder requests permission to do so and clear and convincing evidence establishes both the existence of a mistake and the bid actually intended. In lieu of bid correction, the Commission may permit a low bidder alleging a material mistake of fact to withdraw his bid if there is reasonable proof that a mistake was made and the intended bid cannot be ascertained.

- A determination may be made permitting the bidder to withdraw his bid if the bidder requests permission to do so and clear and convincing evidence establishes the existence of a mistake. However, if the evidence is clear and convincing both as to the existence of a mistake and as to the bid actually intended, and if the bid, both uncorrected and corrected, is the lowest bid received, a determination may be made to correct the bid and not permit withdrawal.
- If the evidence does not warrant a determination under the two paragraphs above, a determination may be made by the Purchasing Manager that a bidder may neither withdraw nor correct his bid.
- Any clerical mistake, apparent on the face of a bid, may be corrected by the Commission prior to award, if the staff member has first obtained from the bidder verification of what was actually intended. Examples of such apparent mistakes are obvious misplacement of a decimal point, typographical errors, and mistakes in the designation of the unit of measure. Correction shall be reflected in the award document.
- After bid opening an otherwise low bidder shall not be permitted to delete exceptions to the bid conditions or specifications which affect price or substantive obligations.
- Nothing in this Section is intended to prohibit the Commission from accepting a bid correction resulting in a reduction in price from the low bidder after bid opening, provided that such reduction is not conditioned on or does not result in, the modification or deletion of any condition contained in the Invitation for Bids.

### **Award of Contract**

The award will be made under the Competitive Sealed Bidding. Under the Competitive Sealed Bidding, the award will be made to the lowest responsive and responsible Bidder.

Failure to enclose and submit requested data or comply with the requests as stated herein may be cause for rejection of the bid as non-responsive.

Changes in the phraseology of the bid, additions, unauthorized substitutions, and limiting or conditional provisions may be cause for rejection of the bid as non-responsive. A bid may be rejected as non-responsive if the bidder fails to comply with the Commission's Anti-Discrimination Program.

A bid from a debarred or suspended Bidder will be rejected as non-responsive.

"Responsive bid" mean a bid that conforms in all materials respects to the requirements contained in the solicitation. These requirements include specifications of goods and services to be provided, the delivery of performance schedule, warranty, and any other materials aspects required in the IFB.

“Responsible” means the Offeror is capable to fully perform the contract requirements and has demonstrated integrity and reliability that assure good faith performance.

## **Protests**

Any actual or prospective offeror who is aggrieved in connection with the solicitation of proposals or award of a purchase may protest to the Commission’s Purchasing Manager. Protesters are urged to seek resolution of their complaints initially with the purchasing agent. A protest related to an invitation for bids shall be submitted in writing prior to the opening of bids, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening. The protest shall be submitted in writing and received within 10 calendar days after such aggrieved person knows or should have known of the facts giving rise to the protest.

The protest must include:

- the name and address of the protester;
- identification of the solicitation or purchase;
- statement of reasons for the protest;
- any supporting documentation to substantiate the claim made, unless the documentation is not available within the protest delivery time, in which instance the expected date the material will be available is to be stated; and
- the remedy sought.

The purchasing agent shall, upon written request, make available to the protester information submitted that bears on the substance of the protest except where information is proprietary or otherwise confidential. The protester shall submit any additional information requested by the Purchasing Manager within five calendar days after receipt of the request for such information. Failure of the protester to respond to a request for information may result in the resolution of the protest on the basis of available information.

The decision of the Purchasing Manager shall be final and conclusive; unless fraudulent, or:

- within 10 calendar days from receipt of the written decision, the protester mails or otherwise furnishes a written appeal to the Executive Director, or
- any person adversely affected by the decision commences an action in court.

The decision of the Executive Director shall be final and binding.

**PART II**  
**GENERAL CONDITIONS**

## **Ethics in Procurement**

By submitting a Bid, the offeror agrees to adhere to the Commission's policy on ethics in purchasing. This policy prohibits any person from offering, giving, or agreeing to give any Commission employee or former Commission employee a gratuity or an offer of employment in connection with any aspect of a Commission procurement. Further, payment or offers to pay contingent fees related to procurement of Commission purchases are prohibited except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Potential offerors are urged to review the ethics policy in detail. Copies may be requested from the Purchasing Division (phone: 301-454-1600).

## **Taxes**

The Commission is exempt from (a) State of Maryland Sales Tax, (b) District of Columbia Sales Tax, and (c) Federal Excise Tax. Prices, except for the construction of realty, shall not include Sales Tax or Federal Excise Tax.

## **Payment**

The Commission within 30 days after acceptance of the work and submission by the Contractor of a suitable invoice will make payment. If the vendor offered a prompt payment discount, such discount time shall be computed from the date of inspection and acceptance of the commodities or services or the date a correct invoice is received from the Contractor, whichever is later. If adjustments on deliveries cause a delay in payment, and the fault lies with the vendor, the discount privileges are preserved.

## **Completion of Work**

Upon award of the proposal, Bidder must be prepared to complete/deliver the work within the period provided in the bid and, after Award, as amended and approved by the M-NCPPC Project Manager.

## **Anti-Discrimination Program**

By submitting a proposal, an offeror shall understand and agree to:  
Not discriminate against minority, female and disabled-owned firms (MFDs) in the selection of subcontractors on Commission projects. For contracts with subcontracting opportunities, offerors are required to provide MFDs the opportunity to submit Proposals as subcontractors and to award those MFDs submitting low Proposals the subcontracts unless there are legitimate reasons not to do so. On certain contracts, the Commission will require offerors to submit standardized forms with their Proposals that indicate how they have complied with the subcontracting non-discrimination requirements. The Special Conditions section of the Proposal documents specifies whether these forms must be submitted.

Not discriminate against MFDs in their performance of work as subcontractors on Commission contracts.

Submit forms verifying payment to subcontractors throughout the course of a contract. Not discriminate against any employee or applicant for employment because of age, sex, race, creed, disability or national origin. If a firm is determined by a final order of an administrative agency or a court to be in violation of federal, state or county non-discrimination laws, any agreement entered into by the Commission with a firm may be terminated or suspended in whole or in part by the Commission, and the firm may be debarred from bidding on future contracts with the Commission.

The subcontracting non-discrimination program shall apply not only to the initial contract award, but also to certain major change orders and amendments that serve to increase the dollar value of the initial contract.

Any violation of the Commission's Anti-Discrimination Program may result in suspension or debarment of the violator as well as other civil or administrative remedies.

A minority-owned business is any entity that engages in commercial transactions and is at least 51 percent owned and controlled by one or more individuals from the following groups: African Americans (all persons having origins in and of the black racial groups of Africa), Hispanics (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race), Asians or Pacific Islanders (all persons having origins in any of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands), and Native Americans (all persons of American Indian, Aleut, Eskimo or Native Hawaiian background). A female-owned business is any entity that engages in commercial transactions and is at least 51 percent owned and controlled by one or more women. A disabled-owned business is any entity that engages in commercial transactions and is at least 51 percent owned and controlled by persons with physical or mental impairment that substantially limits one or more of the major life activities of the individual, as defined in the Americans with Disabilities Act of 1990.

**PART III**  
**SPECIAL CONDITIONS**

## **Insurance Requirements**

The Contractor shall be required, prior to the execution of the Contract, to furnish the Contract Administrator satisfactory proof of all insurance required by the Insurance Checklist (Part V. Forms).

## **Verification of Registration and Tax Payment**

Before a business entity can do business in the State of Maryland, it must be registered and in good standing with the State Department of Assessments and Taxation (SDAT). It is strongly recommended that any potential Bidder complete registration prior to Deadline for Bids. A Bidder's failure to complete registration with SDAT may be deemed not responsible.

## **Basis of Award**

It is the intent of the Commission to make one award to the lowest responsive and responsible bidder in aggregate on the base term of two (2) years. The Commission reserves the right not to make an award and re-bid if necessary or cancel if deemed in the best interest of the Commission. In the event, the primary awardee cannot provide services to the Commission, the second lowest and responsive bidder may be requested to provide said services utilizing bid rates submit on Form A. No work is guaranteed.

## **Contract Term**

The initial terms of this contract resulting from this solicitation shall be for base term of two (2) years. The Commission reserves the right to renew the contract for three (3) additional terms of one (1) year each, contingent upon the Contractor's performance at its sole discretion.

## **Specifications**

All work must be furnished in accordance with the IFB.

## **Estimates made by the Commission**

Any quantities or dollar values given by the Commission as estimates or approximates, or as needs requirements, are given as a general guide for preparing the Bid but are not guaranteed amounts. They represent the best estimate of the Commission but are subject to increase or decrease. Any such variance will not change the unit prices to be paid for the product or services. No work is guaranteed to the contractor.

## **Proprietary Information**

Material submitted in response to this IFB will become public record and will be subject to inspection after Bid Opening. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the Bid. Such request must include a justification. The request will be reviewed and either approved or denied by the Purchasing Manager. If denied, the bidder will have the opportunity to withdraw its entire bid, or to remove the proprietary restrictions.

### **Safety Standards**

The vehicles and equipment, to include components, furnished under these specifications shall comply with all applicable Federal and Maryland Standards. The Contractor will be expected to follow all OSHA regulations. M-NCPPC Project Manager and/or Senior Safety Inspectors from Risk Management and Safety will inspect the Contractor periodically.

If a determination is made that there is a public safety issue or a violation of federal or state regulations, the inspectors are empowered to shut the job site down, until such time that the corrections are made. Furthermore, the Contractor shall have no right to delay claims during such occurrence(s) or for stop work notices as delivered by the Commission.

### **Failure to Perform/Deliver**

In the event of a Contractor's failure to comply with the established cleaning schedule, the Commission reserves the right to make an open market purchase of the required materials and/or services and to charge as damages, the difference between the established price and the actual cost incurred by the Commission and to collect such charges from the Contractor, from any money due under this contract, or any other contract with the Commission.

### **Indemnity**

The Contractor shall indemnify and save harmless the Commission from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the Commission of which the Commission must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from its negligent performance of or failure to perform any of its obligations under the terms of this contract.

### **Restoration of Damages**

The restoration of any damage(s) to Commission property, or to any adjoining/adjacent private or public property, resulting from the Contractor's performance on this Contract shall be the sole responsibility of the Contractor. The Contractor will, within two (2) weeks from written notification from the Commission, contact the claimant and attempt to resolve the claim. All valid claims must be resolved within thirty (30) days of notification.

**PART IV**  
**SCOPE OF SERVICES**

## **1. BACKGROUND AND PURPOSE**

The Maryland-National Capital Park and Planning Commission (M-NCPPC or Commission) is requesting bids from qualified vendors for Tree Moving Services for Montgomery Parks. throughout Montgomery County, MD. Trees will be moved from Pope Farm Nursery in Gaithersburg, MD which is a 70-acre plant production facility that grows plant material for Montgomery Parks owned properties to various M-NCPPC Parks.

## **2. MINIMUM QUALIFICATIONS**

The Prime Contractor, either directly or through its subcontractor(s), must be able to provide all services and meet all requirements described herein, and the successful Bidder shall remain responsible for Contract performance, regardless of subcontractor participation, to complete the services to the satisfaction of the Commission.

1. The Bidder shall have experience at a minimum of five (5) consecutive years in landscape installation, maintenance and regularly engaged in the performance of the specified work. As proof of meeting this requirement, the Bidder shall provide with its Bid a list of three (3) customer references where it has provided landscape or tree moving services on a year-round basis (See Form B- REFERENCE FORM).
2. The Bidder shall be registered with the Maryland Department of Assessments and Taxation (SDAT and in good standing.

## **3. GENERAL REQUIREMENTS**

- 3.1 The Contractor shall perform all specified work using properly trained, skilled individuals supervised and directly employed by the contractor. Contractor shall maintain a fully qualified work force and shall make available throughout the period of the contract enough employees to perform all required services.
- 3.2 The Contractor shall furnish all labor, equipment and supplies to provide tree moving service in accordance with the terms, conditions and specifications.
- 3.3 The Contractor must own or acquire, prior to the Notice to Proceed of the Contract, all necessary commercially rated equipment for the proper performance of the Contract. Said equipment must be at the fully operational upon the start date of the contract.
- 3.4 It is the Contractor's responsibility to protect existing conditions (paving, drainage system, turf, trees, existing tree root zones, playground, etc.) from damage.
- 3.5 The Contractor is responsible for the coordination of Miss Utility. The contractor will provide ticket number to the Commission Staff to facilitate the markings of in-house utilities.

- 3.5.1 Montgomery County Parks has utilities that will not be shown by Miss Utility. Those utilities will be marked at the transplant site after receipt of Miss Utility's ticket number by the Contractor.

#### **4. SPECIFICATION**

- 4.1. The Contractor is responsible to call and coordinate with Miss Utility and provide the ticket number to the commission representative for facilitating the marking of in-house utilities. Montgomery Park's has utilities that will be located by in-house surveyors and will not show up by Miss Utility marking. In-house utility marking at transplant sites will be coordinated by the Commission after receipt of the Miss Utility ticket number from the Contractor.
- 4.2. Trees shall be moved with an appropriate size tree spade (65" or 90") based on caliper inch, nursery industry standards and type of tree. Prior to trees being moved to designated sites, a Pope Farm representative will coordinate and provide to the vendor a copy of the work order and a map with appropriate information to transplant trees.
- 4.3. The Contractor shall appropriately compact the soil around the ball of the transplanted trees and apply a soil "saucer" around each tree root ball. The root flare of each tree shall be planted even with grade. The Contractor shall apply shredded hardwood bark mulch or wood chips (available at Pope Farm) to each tree root ball at 3-4" inch thickness immediately following planting; with no mulch touching the trunk flare. Diameter of mulch ring will be dictated by the size of the tree spade used. Final mulch saucer shall be wider than the size of the dug hole. The mulch shall be approved by the Commission representative. Any limbs damaged in transport shall be pruned by the Contractor under the direction of the Commission Representative. The Contractor shall use the gravel roadways within Pope Farm Nursery, as directed. Trees must be backfilled and mulched on the same day of installation unless prior consent is approved by Commission Representative. Trees not backfilled and mulched on the same day without pre-authorization are subject to deduction of payment for services not completed. not be paid for by the Commission.
- 4.4. All work at Pope Farm Nursery shall be done between the hours of 6:30 AM and 3:15 PM, Monday through Friday. Work at designated M-NCPPC Montgomery Parks cannot commence til 7:00 AM and must be completed by 4:00 PM. No weekend or holiday work is permitted without prior written notice from the Commission Representative.
- 4.5. Tree transplanting will be on a per tree price and based on radial mileage from Pope Farm Nursery (7400 Airpark Road, Gaithersburg, MD 20879). This per tree price will include travel to designated M-NCPPC site to dig receiving hole, safety zone set up (see below 4.8), travel to Pope Farm to place soil plug at soil station (nursery staff will fill holes), dig designated tree, tarp tree, travel back to site to place tree in receiving hole, mulching, watering and site clean-up as appropriate and mentioned above.
- 4.6. All trees must be tarped before leaving Pope Farm Nursery.

- 4.7. Initial watering will be done by the contractor at the time of planting at a rate of 10 gallons per caliper inch if transplanting occurs between April 1<sup>st</sup> and October 31<sup>st</sup>
- 4.8. Tree holes are never to be left unattended when open. All unattended holes need to be covered with 4 sheets of ¾" plywood (2 overlapping in one direction with 2 on top overlapping in opposite direction). Regardless of day of week or time of day, unattended holes also need to have 4 orange cones on outside corners of laid plywood that are minimum 36" tall and have reflective stripping marking hole; and a high visibility 48" tall snow fence, properly erected with stakes and encompassing the plywood covering the hole to prevent people from entering work zone. Parks will supply 4 warning signs pertaining to open hole that need to be placed at each side of the erected fence. Failure to not secure a hole properly may result in
- 4.9. Trees that have been transplanted to a designated Park and not finished as outlined in 4.3 above will result in non-payment for services not completed.

**PART V**  
**FORMS**

**ALL BIDDERS MUST SUBMIT THE FOLLOWING REQUIRED FORMS WITH YOUR BID SUBMITTAL:**

1. **BID FORM – FORM A.** The Bidder shall submit the bid form for the total cost of the entire services and signed by an authorized company representative. All Bid prices entered on the bid form are to be fully loaded prices that include all costs/expenses associated with the scope of services outlined in this solicitation. No reimbursable amounts will be paid to the Contractor.

All unit cost and extend costs must be clearly entered in dollars and cents. Make decimal Points clear and distinct. Any line items offered at no cost to the Commission must be clearly identified as such in the space for unit cost if appropriate, with \$0.00 entered of the extended cost.

**NOTE:** All quantities noted on the Bid Form are estimated quantities only for the purpose of obtaining a bid price. The quantities for those items may be increased or decreased without any adjustment to the contract unit price. The Contractor must not submit a claim against the Commission for any adjustment to the contract unit price should item(s) be increased or decreased or eliminated.

2. **REFERENCE FORM- FORM B –** The Bidder shall submit three (3) references where it has provided janitorial services on a year-round basis.
3. **SUBCONTRACTOR UTILIZATION REPORT – FORM C.** This report documents Subcontractors to be utilized for this IFB, and includes the subcontractor’s firm name, type of contract (services provided), total sub-contract amount, percentage of total contract amount, and MFD status.
4. **INSURANCE CHECKLIST – FORM D.** The Insurance Checklist must be signed by the authorized member of the firm and the firm’s insurance agent. ***Failure to complete and submit this form may result in your firm being deemed non-responsive.*** The Offeror shall be required, prior to the execution of the Contract, to furnish a Certificate of Insurance with satisfactory proof of all insurance required by the Insurance Checklist.

**FORM A- MONTGOMERY PARK TREE MOVING SERVICES  
BID FORM**

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

Item No.	*Radius and Miscellaneous Information	Estimated Number of Trees	Unit Price	Extended Total Price
1	Radius 0-10 Miles	40	\$	
2	Radius 11-20 Miles	60	\$	
3	Radius 21-30 Miles	20	\$	
4	Cost of Staking per tree with 3-turnbuckle anchoring method (staking will be at the recommendation of the contractor as needed or if deemed necessary by a M-NCPPC representative)	120	\$	
<b>Total Cost of Lines 1 through 4:</b>				\$
*Radius mileage based on shortest road travel distance via commercial truck from Pope Farm Nursery to planting location. All rates shall be all-inclusive including, but not limited, to any cost/expenses.				
<b>Total Cost Written in Words:</b> _____				

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

AUTHORIZED PERSON:(PRINT): \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

DATE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

\_\_\_\_\_ "NO BID". I decline the offer to submit a bid for this Invitation for Bid. However, I request that the M-NCPPC retain my name on their bidders list for future

## FORM B- REFERENCE FORM

1. COMPANY NAME: \_\_\_\_\_  
NAME OF CONTACT PERSON: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
SCOPE OF WORK PERFORMED: \_\_\_\_\_  
CONTRACT PERIOD: FROM \_\_\_\_\_ TO: \_\_\_\_\_
2. COMPANY NAME: \_\_\_\_\_  
NAME OF CONTACT PERSON: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
SCOPE OF WORK PERFORMED: \_\_\_\_\_  
CONTRACT PERIOD: FROM \_\_\_\_\_ TO: \_\_\_\_\_
3. COMPANY NAME: \_\_\_\_\_  
NAME OF CONTACT PERSON: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
SCOPE OF WORK PERFORMED: \_\_\_\_\_  
CONTRACT PERIOD: FROM \_\_\_\_\_ TO: \_\_\_\_\_

**FORM C: SUBCONTRACTOR UTILIZATION REPORT**

**THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION**

TYPE OF CONTRACT	NAME OF SUBCONTRACTOR	DOLLAR AMOUNT OF SUBCONTRACT	PERCENTAGE	MFD	NON-MFD
<b>TOTAL</b>		\$			

**FORM D: INSURANCE CHECKLIST**

<b>COVERAGE REQUIRED</b>	<b>LIMITS (Minimums)</b>
<b>1. Worker's Compensation</b> <ul style="list-style-type: none"> <li>• Accident (Each)</li> <li>• Disease (policy limits)</li> <li>• Disease (each employee)</li> </ul>	Statutory Employer's Liability \$100,000 per person \$500,000 aggregate \$100,000 per disease
<b>2. General Liability</b> <ul style="list-style-type: none"> <li>• Products Liability &amp; Completed Operations</li> <li>• Contractual Liability</li> <li>• Premises &amp; Operations</li> <li>• XCU for explosion and/or cave in</li> <li>• Independent Contractors</li> <li>• Personal Injury and Advertising</li> <li>• Medical Payment any one person</li> </ul>	All items in No. 2: \$2,000,000 Combined Single Limit of Bodily & Property Damage per Occurrence  \$5,000 per occurrence
<b>3. Contractual Indemnity/Hold Harmless Exactly as Specified</b>	
<b>4. Automobile Liability</b> Owned Hired, Non-owned & Leased <ul style="list-style-type: none"> <li>• Bodily Injury                             <ul style="list-style-type: none"> <li>○ Each person</li> <li>○ Each occurrence</li> </ul> </li> <li>• Property Damage                             <ul style="list-style-type: none"> <li>○ Each occurrence Or</li> <li>○ Combined Single Limit</li> </ul> </li> </ul>	\$ 500,000 \$1,000,000  \$ 300,000 \$1,000,000
<b>5. Excess Liability</b> Combined Single Limit	\$1,000,000
<b>6. The Maryland-National Capital Park and Planning</b> Commission named as additional insured on all policies. The coverage is primary to all coverage the Commission may possess.	
<b>7. Other Insurance</b> <ul style="list-style-type: none"> <li>•</li> </ul>	
<b>8. 45 days Cancellation Notice Required</b>	
<b>9. Best's Guide A rating or better/S&amp;P Rating of BBB</b>	
<b>10. The Certificate Must State Bid Number and Bid Name</b>	IFB NO. 40-121

<b>OFFEROR AND INSURANCE AGENT STATEMENT</b>	
<i>We understand the insurance requirements of these specifications and will comply in full if awarded this contract.</i>	
<b>Bidder Signature</b>	<b>Insurance Agency Signature</b>

