

INVITATION FOR BIDS



TREE MANAGEMENT SPECIALIST

BID NO. 16-249

DATE BIDS DUE, MAY 4, 2016 AT 1:00 P.M.

NOTE: QUESTIONS CONCERNING THIS SOLICITATION MUST BE E-MAILED NO LATER THAN 5:00 P.M. EASTERN STANDARD TIME ON APRIL 20, 2016.

BIDS RECEIVED AFTER 1:00 PM WILL BE RETURNED UNOPENED

SUBMIT ORIGINAL AND ONE DUPLICATE SET OF BID FORMS TO:

**HARFORD COUNTY, MARYLAND
DEPARTMENT OF PROCUREMENT
220 SOUTH MAIN STREET
BEL AIR, MARYLAND 21014-3865**

Aaron E. Hall

Procurement Agent II

Phone: 410-638-3550

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MARYLAND'S NEW CENTER OF OPPORTUNITY



INVITATION FOR BIDS

BID NO. 16-249

TREE MANAGEMENT SPECIALIST

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**HARFORD COUNTY, MARYLAND
DEPARTMENT OF PROCUREMENT
220 SOUTH MAIN STREET
BEL AIR, MARYLAND 21014**

GENERAL INSTRUCTIONS

**INVITATION FOR BIDS
BID NO. 16-249**

An original and one (1) duplicate set of bid forms shall be sealed, addressed and clearly marked with the bid number and due date to the Department of Procurement for furnishing and delivering:

TREE MANAGEMENT SPECIALIST

will be received in the Department of Procurement, Harford County, until 1:00 p.m. Local Time on the due date. All bids submitted will be publicly opened at 1:30 p.m. Local Time on that date in Main Conference Room located on the first floor, 220 S. Main Street, Bel Air, Maryland 21014. Verification of all bids and pre-qualifications; if applicable, will occur after bid opening.

BONDS ARE/ARE NOT A REQUIREMENT OF THIS BID

PREQUALIFICATION IS NOT A REQUIREMENT OF THIS BID; HOWEVER, CONTRACTOR MUST POSSESS A CURRENT MARYLAND TREE EXPERT LICENSE AND BE CERTIFIED IN RIGHT-OF-WAY PESTICIDE APPLICATION. CONTRACTOR SHALL ALSO BE QUALIFIED AND TRAINED IN ANSI STANDARDS. CERTIFICATIONS MUST BE SUBMITTED WITH CONTRACTOR'S BID.

FAILURE TO SUBMIT BID DEPOSIT CHECK OR BID BOND WHEN REQUIRED WILL NULLIFY BID. BIDS MUST BE ACCOMPANIED BY A BID BOND OR CERTIFIED CHECK IN THE AMOUNT OF 5% OF BID PRICE TOTAL.

(PLEASE READ THOROUGHLY)

THESE ARE GENERAL INSTRUCTIONS FOR ALL PROJECTS; SHOULD THERE BE A DISCREPANCY BETWEEN THESE GENERAL INSTRUCTIONS AND THE PROJECT REQUIREMENTS AND/OR GENERAL REQUIREMENTS, THE PROJECT REQUIREMENTS AND/OR GENERAL REQUIREMENTS WILL PREVAIL.

1. **INSTRUCTIONS, FORMS AND SPECIFICATIONS:**
Instructions, forms and specifications may be obtained by going to our website at www.harfordcountymd.gov/158/procurement.
 - a) All bids are to be submitted in duplicate on and in accordance with forms for this purpose, which are available on our website.
 - b) All bids are to be submitted in a sealed envelope with the bid number and name of the bid noted utilizing the attached label.
 - c) Bids received after the specified time will be returned to the bidder unopened.
 - d) Additional information or clarification of any of the instructions or information contained herein must be obtained from the Department of Procurement.

- e) Should any bidder find discrepancy in the plans or specifications or should the bidder be in doubt as to their meaning or intent of any part thereof, the bidder must prior to bid submission, request clarification from the assigned Procurement Agent, who will issue an addendum or otherwise clarify the matter. Every request for such interpretation should be sent via email to the assigned Procurement Agent and marked "Request for Clarification". The request must be received on or before the due date for questions. Failure to request such clarification is a waiver to any claim by the bidder for expense made necessary by reason of later interpretation of the Contract Documents. All addenda issued during the time for bidding shall form a part of the Contract requirements and shall be considered by the bidders in preparing their bids. Failure of any bidder to receive any addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted.
- f) The County will assume no responsibility for oral communications. All official correspondence in regard to the specifications shall be directed to and will be issued by the assigned Procurement Agent in writing.
- g) Oral bids or modifications of bids will not be acceptable.
- h) Bids must be completed in ink or typewritten by the Bidder with the signature in full. When an unincorporated business is a bidder, the agent who signs the business name to the bids shall state, in addition, the names and addresses of the individuals composing the firm. When a corporation is a bidder, the person signing shall state under the laws of the State the corporation is chartered and the names and titles of the officer having the authority under the bylaws to sign contract. Any one signing the bid as agent must file with it legal evidence of his authority to do so. Post office address, County and State, and telephone number must be given after the signature of the person signing the bid.
- i) Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after this time and date specified shall not be considered. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the County and the bidder.

2. AWARD OF CONTRACT:

- a) Award may be made to the lowest responsive and responsible bidder. In addition to price, consideration will be given to the following when determining the lowest responsive and responsible bidder; what is in the best interest of Harford County, Maryland; the quality and performance of the goods and services to be supplied; conformity to specifications; delivery time; previous performance, vendor location, references, and other unique requirements outlined in the request.
- b) Cash discount will be considered in determining award.
- c) Any other considerations for the award will be stated on the bid form or specifications.

3. TAXES:

The Contractor will be required to pay the Maryland State Tax on all materials and supplies used on the project in accordance with Maryland State Law.

4. INSURANCE:

- a) During the progress of the work, the Contractor shall provide and maintain the insurance set forth below. The Contractor will furnish certificates evidencing that such insurance is in force and will make every reasonable effort to provide that ten (10) days prior notice be given to the County in the event of material change or cancellation.

<u>Type of Coverage</u>	<u>Limits</u>
Workers' Compensation	Statutory Limits
Employer's Liability	\$100,000/accident \$100,000/employee disease \$500,000/disease aggregate
Bodily and Personal Injury	\$1,000,000 per person \$1,000,000 per occurrence
General Liability (including Contractual but excluding Completed Operations)	\$2,000,000 general policy aggregate per project.
Business Automobile Liability Insurance	\$1,000,000 combined single limit for bodily Injury and/or property Damage
Umbrella Excess Liability Insurance	\$1,000,000/occurrence \$1,000,000/aggregate limit
Fire and Extended Coverage (including Vandalism and Malicious Mischief) covering all material and Equipment at the job site furnished Under contract; but excluding Contractor's, subcontractor's Or Owner's tools and equipment And property owned by Employees.	Actual cash value
Special perils as Described in the latest Insurances Services Office form approved in Maryland	Amount of contract sum per loss for all work at the job site.

The County and its elected or appointed officials and employees is to be additional insured in the Contractor's commercial general liability and umbrella excess insurance.

Contractor shall obtain the above-referenced insurance for the County, himself and his subcontractor in connection with providing goods and services under this contract.

- b) The Contractor shall comply with and qualify under current Workers' Compensation laws and at all times cause every subcontractor who shall be engaged in the work, to comply with and qualify under such laws.
- c) The Contractor shall save the County harmless against loss or damage arising from the Contractor's failure to comply with and qualify under such laws.

- d) The Contractor agrees that if, by any reason of its failure, or failure of any such subcontractor to comply with and qualify under said laws the County shall be required at any time to pay any sum because any employee of Contractor or its subcontractor is or shall be considered as the employee of the County as provided in such Workers' Compensation laws, the Contractor shall repay to the County such sums paid by the County.
- e) Evidence satisfactory to the County that the Contractor and each of its subcontractors have qualified under the Workers' Compensation laws shall be submitted prior to the commencement of the work contemplated.
- f) Policies for commercial general liability insurance must be written to protect the Contractor against claims arising from operations of subcontractors.
- g) In all cases, Certificates of Insurance shall be forwarded to the County. The County shall be listed for notification in event of cancellation. Certificates must be submitted along with the signed contract.
- h) It is understood and agreed that the Contractor has bonded or will bond each of his employees engaged on the Project who have fiduciary responsibility. It is further agreed that the Contractor shall pay to the County any sum or sums recovered from the Bonding Company arising out of acts of said employees involving funds of the County or property of the County. The bonds shall provide that coverage shall extend to and include the property of the County utilized in this project.
- i) Any and all return premiums and dividends for insurance directly charged to the County by the Contractor in connection with this Contract shall belong to and be payable to the County.
- j) The contractor and his subcontractors shall maintain and make available for audit by the insurance company their representative payrolls and other records relating to the work reasonably necessary for the purpose of computing insurance premiums. The Contractor shall assure that such information and records shall also be made available by his subcontractors.
- k) The Contractor and subcontractor shall provide, at their own expense, automobile bodily injury and property damage liability insurance covering all automobiles whether owned, hired, or non-owned operated by or on behalf of the Contractor or subcontractors, with not less than the following limits:

Bodily Injury	\$1,000,000 per person
	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence
- l) Prior to providing goods or services, the Contractor and subcontractor shall furnish to the County, Certificates of Insurance as evidence of the existence of such automobile liability insurance. Such certificates shall contain a ten (10) day prior written notice of cancellation or material change to the County.
- m) Contractors or subcontractors may at their own cost and expense obtain insurance additional to that required by the County under this Contract.
- n) The Contractor agrees to indemnify and save harmless Harford County, Maryland, from any and

all losses, liabilities, damages, costs and expenses (including cost of defense, settlement, and reasonable attorney's fees), which the County may hereafter incur or be responsible for or pay for (to the extent that the same arises out of or are in connection with providing goods or services) as a result of bodily injuries (including death) to any one person or damage (including loss of use) to any property caused by the sole negligence or wrongful acts of the Contractor (or any of his employees) or any person, firm or corporation (or any employees thereof) directly or indirectly employed or engaged by the Contractor.

5. RESERVATIONS:

- a) The County reserves the right to reject any or all bids or parts of bids when, in its judgment, the public interest will be served thereby.
- b) The County, with the approval of the County Attorney, may waive informalities and irregularities in bids (Sec. 41-24 Procurement Law) as the interest of the County may require.
- c) The County may reject a bid as non-responsive if the unit prices bid are mathematically or materially unbalanced.
- d) Interpretation of Quantities in Bid Schedule: The quantities appearing in the prepared bid schedule are approximate only and are prepared for the canvassing of bids. Payment to the Bidder will be made only for the actual quantities of items furnished in accordance with the Contract and it is understood that the scheduled quantities of items to be furnished may be increased, diminished or omitted without in any way invalidating bid prices.
- e) The County may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased nor increase estimated maintenance and repair cost to the County.

6. DELIVERY:

- a) Bidders shall guarantee delivery of materials in accordance with such delivery schedule as may be provided in the specifications and bid forms.
- b) All items shall be delivered F.O.B. destination and delivery costs and charges are included in the bid unless otherwise stated in the bid package.
- c) Delivery time may be a factor in award of bid.

7. COMPETITION, LITERATURE, SAMPLES:

- a) To better insure fair competition and to permit a determination of the award, bids may be rejected if they show any omission, irregularities, alteration of forms, additions not called for, conditional or unconditional unresponsive bids, or bids obviously unbalanced.
- b) The name of any manufacturer, trade name, or manufacturer or vendor catalog number mentioned in specifications is for the purpose of designating a standard of quality and type and for no other reason. Even though a particular manufacturer's name or brand is specified, bids will be considered on other brands or on the product of other manufacturers. Bidders must follow the guidelines as stated in Number 8. Deviation from Specifications below.
- c) No bidder will be allowed to offer more than one price on each item even though he may believe that he has two or more types or styles that will

meet the specifications. Bidders must determine for themselves which item to offer. If the bidders should submit more than one price on any item, all prices for that item may be rejected at the discretion of the Contract Awarding Authority.

- d) A statement of the origin, composition and manufacturer of any or all materials to be used in the work shall be supplied, if requested, on the Bid Form.
- e) Specifications provided are based on County needs and uses, estimated costs of operation and maintenance, and other significant and/or limiting factors to meet County requirements and consistent with County policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

8. DEVIATION FROM SPECIFICATIONS:

In addition to the above requirements, all deviations from the specifications must be submitted in detail by the bidder in writing, on or before the due date for questions as noted on the cover page of this bid. The bidder shall indicate clearly the product on which he is bidding and shall supply a sample or sufficient data to enable an intelligent comparison to be made with the particular brand or manufacturer specified. Catalog cuts and descriptive data shall be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of bids. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to Harford County for furnishing material, equipment or services in full accordance with the specifications as written. Items not meeting the specifications may be rejected upon delivery to the County, and returned to Vendor at Vendor's cost.

9. INSPECTION:

All materials, supplies, and/or services delivered or performed for Harford County shall be subject to final inspection by Harford County and/or other independent testing laboratories as may be designated by the Director of Procurement. If the result of one or more of such tests indicates that any part of the materials or supplies are deficient in any respects, the County may reject all or any part of the materials and supplies to be provided under the contract. The Director of Procurement may waive variances in materials, supplies, and/or service upon written recommendation by the County Agency involved in the purchase.

10. ERRORS IN EXTENSION:

Where the unit price and the extension price are at variance, the unit price will prevail.

11. BID DEPOSIT (if applicable):

- a.) Bids must be accompanied by a Bid Bond or Certified Check in the amount of 5% Bid Price Total.
- b.) Bid deposit of all but the three (3) lowest bidders will usually be returned immediately after determination of the order of bids. The Bid Deposits of the second and third bidders will be returned immediately following the execution of a contract by the determined low bidder.

- c.) If no contract has been awarded within ninety (90) days of the bid opening, bid security will be returned upon the demand of the bidder.
- d.) Where the specifications or instructions provide bond requirements, the check of the successful bidder will be returned upon execution of contract and receipt of Performance Payment and Maintenance Bonds, as required under Section 12 below.

12. BONDING INFORMATION (if applicable):

Performance, Payment and Maintenance bonds MUST be submitted on a Harford County Bond Form. Sample Bond Forms are enclosed herewith for your review. The successful bidder will be provided with the proper bond forms upon award of contract. Harford County Government will only accept Bonds from Companies holding certificates of authority as acceptable sureties as published annually in the Federal Register, Department of the Treasurer, Fiscal Service, Department of Circular 570.

13. PERFORMANCE BOND (if applicable):

The successful bidder shall be required to furnish a Performance Bond in the amount of 95% of the contract, with the condition that he shall comply in all respects with the terms, conditions and agreements of the contract.

14. PAYMENT BOND (if applicable):

The successful bidder shall be required to furnish a Payment Bond in the amount of 95% of the contract for the protection of all subcontractors and material suppliers in accordance with Section 17-130 State Finance and Procurement of the Annotated Code of Maryland.

15. MAINTENANCE BOND (if applicable):

The successful bidder shall be required to furnish, a Maintenance Bond in the amount of 10% of the final contract price.

- a) The Contractor shall furnish a maintenance bond in favor of the County in a form and with a surety approved by the Owner, binding the Contractor as principal and the surety to promptly and properly replace any improper work or materials that may become apparent within a period of twelve (12) months following Harford County Acceptance of the Work.
- b) The maintenance bond will be submitted to the Department of Public Works prior to payment of final work estimate.
- c) Upon acceptance by the County of the maintenance bond the sum retained by the County will be paid to the Contractor.
- d) The maintenance bond shall consist of a surety bond in the amount of ten (10) percent of the total construction contract.
- e) The maintenance bond remains in effect for twelve (12) months unless otherwise directed from date of issuance.
- f) A punch list of items of work needing attention or correction will be maintained by the Department of Public Works.
- g) Sixty (60) days prior to expiration of maintenance bond, the Contractor will be notified of items on the punch list with a request for the schedule of completion.
- h) If the Contractor fails to comply with the notification within thirty (30) days, the Department

of Public Works will notify the Contractor and send a copy to the bonding company stating that failure to comply with re-notification in two (2) weeks will result in the County completing the items on the punch list and charging the bonding company.

- i) Upon completion of maintenance bond requirements, the Department of Public Works will notify the Contractor of fulfillment of obligations of the bond.

16. LAW AND REGULATIONS:

In all operation related to the subject item, all laws and regulations of Harford County and all United States, State of Maryland Laws which are applicable to the Contract must be strictly complied with. The Contractor shall protect and indemnify Harford County and its agents or employees against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations, whether by him or his employees.

17. SITE VISIT: (if applicable)

Prior to preparing the bid, the Bidder shall visit the site. He shall be familiar with all existing conditions, making all necessary investigations as to locations of pipe lines and services and all other mater which can affect the work proposed. Bidder shall be familiar with the plans and specifications. The failure or omission of any Bidder to examine any form instrument or document shall in no way relieve any Bidder from any obligation in respect to his bid.

18. QUALIFICATION AND LICENSE:

The County may make such investigations as deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

19. FORM OF CONTRACT:

An appropriate Harford County Contract will be executed in accordance with Section 41-26 of the Harford County Code.

20. PREQUALIFICATION REQUIREMENTS (if applicable):

In order to qualify to bid on this project, the Contractor MUST have completed Harford County Contractor's Prequalification Application. All applications are due in the Department of Procurement ten (10) working days prior to the original bid opening date.

21. COOPERATIVE PURCHASING

Harford County reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and it's territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services.

This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the Awarded bidder(s) and these contract(s) shall be binding only upon the principals signing such document. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. Harford County does not assume any responsibility other than to obtain pricing for the specifications provided.

22. RECIPROCAL PREFERENCE FOR LOCAL BIDDERS:

- a) When supplies or contractual services are purchased through the bid process established by Chapter 41 of the Harford County Code, the County may give a preference to the local bidder who is the lowest responsible local bidder if:
 - (1) All bids received are for the total amount of unit price, quality and service being equal, the contract shall be awarded to a local bidder;
 - (2) The other county or state gives a preference to its local bidders; and
 - (3) A preference does not conflict with a federal law or grant affecting the purchase of the supplies or contractual services.
- b) A preference given under this section shall be identical to the preference that the other county or state gives to its local bidders.

23. ELIGIBILITY OF CANDIDATES FOR EMPLOYMENT:

- a) The E-Verify program is an internet-based employment verification system that allows employers to verify employee status against Federal Social Security and immigration databases.
- b) Harford County encourages employers to utilize the E-Verify program, or an equivalent system, as a means to help employers determine the eligibility of new hires.

24. FUNDING OUT

Contractor understands that any Contract, that results from this bid, is subject to the availability of funds and that the unavailability of funds shall automatically terminate this Contract and render it void without liability to the County, except Contractor will be paid for work performed up to the date of termination. The County shall notify Contractor in writing of such event of termination.

25. NO SMOKING POLICY:

Harford County has a policy whereby the use of tobacco products, including cigarettes, cigars, pipes, chewing tobacco and snuff is strictly prohibited on County property. The Contractor shall adhere to this policy.

SUBMIT ORIGINAL AND ONE DUPLICATE SET OF BID FORMS

BID FORM

BID NO. 16-249

TREE MANAGEMENT SPECIALIST

TO: Director of Procurement
Harford County, Maryland
220 South Main Street
Bel Air, Maryland 21014

FROM: _____

Basis of Award:

1. Award may be made to the lowest responsive and responsible bidder(s).

In addition to price, consideration may be given to the following items when determining the lowest, responsive and responsible bidder: the best interest of Harford County, Maryland; the quality and performance of the goods and services to be supplied; conformity to specifications; delivery time; and other unique requirements outlined in the request.

2. All bidders **must be** prequalified in all areas specified if applicable.

BF-1

3. All bidders **must be** registered to do business in the State of Maryland in accordance with the Annotated Code of Maryland Corporations and Associations Sec. 2-102 Formation generally, Sec. 7-202 Registration to do interstate and foreign* business, and/or Sec. 7-203 Qualification to do intrastate. For information on registering or qualifying a corporation, LLC, LLP or LP call the Maryland Department of Assessments and Taxation (SDAT) at (410) 767-1340. Sole Proprietors and General Partnerships may call (410) 767-4991 or you may download the SDAT forms at: www.dat.state.md.us/sdatweb/sdatforms.html - entity or by calling at (410) 767-1340 or Toll Free (888) 246-5941.

**"a corporation, association, or joint-stock company organized under the laws of the United States, another state of the United States, a territory, possession, or district of the United States, or a foreign country." Sec. 1-101 Annotated Code of Maryland Corporations and Associations.

4. All bidders **must be** in good standing with Harford County, Maryland. Bidders must resolve any outstanding taxes, fees or accounts with Harford County.

5. **Award will only be made to the lowest responsive and responsible bidder who meets all requirements as specified in Numbers 1-4 above at time of award.**

6. Bid Checklist: Failure to meet requirements A-C below, will result in your bid being rejected as non-responsive.

- A. We are in good standing with State and Local Governments. Yes__ No__
Dept. ID as recorded by Maryland Dept. of Assessments and Taxation: _____
- B. We are pre-qualified with Harford County in all stated areas (if applicable). Yes__ No__ N/A__
Date of Certificate Expiration: _____
- C. We are submitting the Bid Bond (If Applicable). Yes__ No__ N/A__
- D. We acknowledge all addenda (If Applicable). Yes__ No__ N/A__
- E. We are submitting one Original & one Duplicate Copy of the Bid Forms. Yes__ No__

BID FORM

16-249 TREE MANAGEMENT SPECIALIST

Tree Management Specialist (straight time)

\$ _____ / hour for 16 hours/week X 52 weeks = \$ _____

Tree Management Specialist Vehicle

\$ _____ / hour for 16 hours/week X 52 weeks = \$ _____

TOTAL BID: \$ _____

***24/7 EMERGENCY CONTACT INFORMATION:**

NAME: _____
TELEPHONE NUMBER: _____
CELL PHONE NUMBER: _____
EMAIL ADDRESS: _____

Discount of Terms of Payment may be considered in determining the award at the sole discretion of the County. Any other considerations for the award will be stated on the specifications and proposal.

Payment Terms: The payment terms shall be considered net 30 days unless otherwise indicated below by the bidder.

Payment Terms: _____ % net _____

(Example, 2% net 15 days. A 2% discount if Harford County pays in 15 days).

If a discounted payment is not applicable to your bid, please initial here to confirm that a discount does not apply. _____

This bidder, in compliance with the above-captioned Invitation for Bids has examined the plans, specifications and related documents, and the site of the proposed work (as applicable), is familiar with all the conditions surrounding the proposed project including materials, supplies and services to complete the project in accordance with the contract documents.

Bidder agrees to perform all work described in this Invitation for Bids, for the prices set forth on the Bid Form.

Within 10 days after receiving notice of acceptance of this bid, Bidder will execute the formal contract and deliver it to the Harford County Department of Procurement, with the bonds (if applicable) as required by the General Instructions.

The Bid Deposit attached (if applicable) in the sum of five percent (5%) of the total bid amount becomes the property of the County in the event the contract and bonds are not executed and delivered within the time set forth above, as liquidated damages for the delay and additional expense to the County caused thereby.

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (name of business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder or proposer hereby certifies and agrees that the following information is correct:

In preparing its bid or proposal on this project, the bidder or proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier's or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid or proposal submitted by the bidder or proposer on this project, and terminate any contract awarded based on the bid or proposal. As part of its bid or proposal, the bidder or proposer herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder or proposer discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder or Proposer agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described in the State Finance and Procurement Article of the Annotated Code of Maryland.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to the Annotated Code of Maryland, or has pleaded *nolo contendere* to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows:

(Indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows:

(List each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension)

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The above business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to the State Finance and Procurement Article of the Annotated Code of Maryland; and
 - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: (Indicate the reasons why the affirmation cannot be given without qualification):
-
-

F. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

- Neither I, nor to the best of my knowledge, information, and belief, the agents, servants and/or employees of the above business have:
- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or proposal that is being submitted;

(2) In any manner, directly or indirectly, entered into any contract of any kind to fix the bid price or proposal price of the bidder or proposer or contractor or of any competitor, or otherwise taken any action in restraint of free competition in connection with the contract for which the accompanying bid or proposal is submitted.

G. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other contracts with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other contracts reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

H. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with the provisions of Article 33, Sections 30-1 through 30-4 *et seq.* of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$100,000 or more shall, on or before February 1, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

I. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

- (1) The business named above is a
(Check one) Maryland (domestic) corporation
 foreign (non-Maryland) corporation

registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name:

Address:

(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Contract.

K. TROPICAL HARDWOOD AND TROPICAL HARDWOOD PRODUCTS

Acknowledging §41-19.1 of the Harford County Code, which prohibits the County from making or renewing a contract that requires the use of the tropical hardwoods and tropical hardwood products except in cases where the Director of Procurement determines (1) that there is no acceptable non-tropical hardwood equivalent; or (2) tropical hardwood is required for restoration of a structure designated as historic under federal, state or county law, and requires that any bid or proposal that does not contain this certification be rejected,

I FURTHER AFFIRM THAT:

No tropical hardwoods or tropical hardwood products (Acapu, Afrormosia, Almon, Amaranth, Amazaque, Anigeria Apitong, Blasa, Banak, Bella Rosa, Benge, Boire, Bubinga, Cativor, Chenchen, Concobolo, Cordia, Ebony, Gaboon, Iroko, Koa, Koto, Red Lauan, White Lauan, Tanguile, Limba, Louro, Africa Mahogany, American Mahogany, Makore, Movingui, African Padauk, Angola Padauk, Peroba, Purpleheart, Ramin, Rosewood, Sapele, Sonora, Teak, Tigerwood, Wenge, or Zebrawood) shall be supplied to the County or used in connection with the Contract, except as specifically approved by the Director of Procurement.

L. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is furnished to the Purchasing Agent and that nothing in this Affidavit or in any contract arising from this bid or proposal shall be construed to supersede, amend, modify or waive the exercise of any statutory right or remedy with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By _____
(Authorized Representative and Affiant)

Federal Employer Identification Number (FEIN): _____

The undersigned acknowledges they have read the Invitation for Bids and all addenda including those posted on the County's website and hereby submits the above Bid.

BID SUBMITTED BY:

_____ ENTITY NAME (Must be entity name as registered with Maryland State Department of Assessments & Taxation)	_____ TELEPHONE NUMBER
_____ REPRESENTATIVE & TITLE (TYPE OR PRINT)	_____ FAX NUMBER
_____ REPRESENTATIVE & TITLE (SIGNATURE)	_____ E-MAIL ADDRESS
_____ ADDRESS	_____ MD. CONTRACTOR'S LICENSE NO.
_____ DATE	_____ DATE AND PLACE OF ISSUE

Per Section 1(h) of the General Instructions, if company is unincorporated, list below the names and addresses of individuals composing the firm.

Name _____ Address _____

Name _____ Address _____

**CUT AND ATTACH THE BELOW LABEL TO THE OUTSIDE
OF YOUR RESPONSE ENVELOPE OR CARTON**

Return Address:

BID ENCLOSED

BID NO.: _____

DUE DATE: _____

**TO: HARFORD COUNTY, MARYLAND
DEPARTMENT OF PROCUREMENT
220 SOUTH MAIN STREET
BEL AIR, MARYLAND 21014**

BF-12

1/5/16

BID NO. 16-249

TREE MANAGEMENT SPECIALIST

SPECIAL PROVISIONS

1. REQUIREMENTS:

Provide consultant services to oversee all aspects of Harford County's tree management program and possessing a Maryland Tree Expert license for Harford County Government. Consultant is expected to present a professional appearance and conduct.

2. TYPE OF CONTRACT:

A. This is a requirements type contract under which Harford County is obligated during the term of the contract to purchase its normal requirements for a professional Maryland Licensed Tree Expert from the Contractor and the Contractor is obligated to provide such consulting services which Harford County requires in its operation.

B. Should the Contractor fail to provide the required services, the County reserves the right to procure consultant services from other sources to meet said requirements.

3. QUANTITIES:

Quantities stated herein are given as a general guide for bidding and are not a guaranteed amount. Actual requirements may be more or less than the quantities estimated herein.

4. SCOPE OF WORK:

Contractor shall provide, but not be limited to, the following responsibilities:

A. Supervise and inspect tree pruning and removal operations to assure compliance with all aspects of the Maryland Roadside Tree Law and the Maryland Tree Expert requirements.

B. Inspect and schedule work orders.

C. Investigate and resolve complaints.

D. Perform all required regulatory reports and meet with all regulatory personnel to assure a positive working relationship.

- E. Assist in logistics and scheduling during storm emergency events.
- F. Perform tree worker training to assure competence and compliance in safety and in proper arboricultural standards.
- G. Act as a liaison between Harford County Government and regulatory agencies.
- H. Provide a weekly status report on all tree management operations to designated Harford County personnel.
- I. Availability for 24/7 emergency call out.

5. EQUIPMENT:

The Contractor supplied equipment shall include:

- A. Vehicle to include all fuel and maintenance.
- B. Cellular phone - The Contractor's hourly rate shall include their cellular phone cost.

6. QUALIFICATIONS:

Contractor must possess a current Maryland Tree Expert License and be certified in Right of Way pesticide application. Contractor shall also be qualified and trained in ANSI standards. **CERTIFICATIONS MUST BE SUBMITTED WITH CONTRACTOR'S BID.** Failure to submit the required documents, may deem Contractor's bid as non-responsive, and disqualified.

7. WORK SCHEDULE:

Contractor will be required to work sixteen (16) hours per week, beginning at 7:00 a.m. and working thru to 3:00 p.m. as scheduled. Overtime rate at 1 ½ would apply for any hours worked in excess of 8 hours per day or hours worked outside the normal work week schedule.

8. TERM OF CONTRACT:

The term of the contract shall be one year from date of contract execution. Further, contract may be renewed, expanded, and extended at the option of Harford County for additional one (1) year increments for a period of two (2) years, provided that the funds for subject contract are awarded and approved by the County, and that the Contractor has established a satisfactory record of performance.

9. PAYMENT:

Payment shall be made within thirty (30) days upon receipt and approval of invoice and verification by the County.

10. TAXES:

The Contractor will be required to pay the Maryland State Tax on all materials and supplies used on this project in accordance with Maryland State Law; however, Harford County is exempt from Maryland Sales Tax.

11. INDEMNIFICATION:

The Contractor shall indemnify and save harmless the County from all suits, actions, damages or costs of every nature and description, to which the County may be subjected or put by reason of injury to persons or property as a result of the work performed hereunder by the Contractor, his servants or agency or to any other causes; and so much of the monies due by the County shall be retained until such suits or claims for damages shall have been settled or otherwise disposed of and satisfactory evidence to that affect furnished to the County.

12. BASIS OF AWARD:

Award may be made to the lowest responsive and responsible bidder(s).

In addition to price, consideration may be given to the following items when determining the lowest, responsive and responsible bidder: the best interest of Harford County, Maryland; the quality and performance of the goods and services to be supplied; conformity to specifications; delivery time; and other unique requirements outlined in the request.

13. CONTRACT TERMINATIONS

If the Contractor fails to perform or does not satisfactorily perform the contract, the County may terminate the contract for default. Failure on the part of a Contractor to fulfill the contractual obligations shall be considered just cause for termination of the contract.

SAMPLE CONTRACT

HARFORD COUNTY PRICE AGREEMENT

INSERT TITLE

AGREEMENT NO.

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between **HARFORD COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland, hereinafter referred to as "County" and **INSERT CONTRACT NAME AND ADDRESS**, hereinafter referred to as "Contractor".

WITNESSETH:

SECTION I: SCOPE

That, in and for the consideration hereinafter stated, the Contractor hereby agrees to provide **INSERT** on an as-required basis during the term of this Agreement in accordance with the provisions of Harford County Invitation for Bid No. **INSERT** and the Contractor's bid dated **INSERT** ("Bid"), both of which are incorporated herein as if set forth in full.

A) **SECTION II: TERM**

B)

C) *The term of this Agreement ("Term") shall be for one (1) year from date of execution of this Agreement, with the County having the exclusive option of extending the Agreement for two (2) additional one (1) year periods under the same terms, conditions and prices. The option to extend shall be exercised in writing no more than 30 days prior to the expiration of the current Term.*

D)

SECTION III: TYPE OF AGREEMENT

A. This is a Price Agreement under which the County is obligated during the term of the Agreement to obtain its normal requirements for **INSERT** from the Contractor and the Contractor is obligated to provide **INSERT** which the County requires in its operation.

B. Should an emergency arise for **INSERT** which the Contractor cannot supply, the County reserves the right to contract said services from other sources to meet these emergency needs without prejudice to the Agreement.

SECTION IV: QUANTITIES

Actual requirements may be more or less than the quantities estimated in the Invitation for Bid. Additional quantities may be ordered during the Term at unit prices

set forth in the Agreement. The County also reserves the right to not order any quantities if it is found that such services/goods are not required during the Term. Quantities stated in the Invitation for Bid are estimates and are not guaranteed amounts.

SECTION V: CONTRACT SUM

The amount to be paid for the performance of all services required under this Agreement shall not exceed the total contract sum of (\$).

SECTION VI: PAYMENTS

The County agrees to pay the Contractor, as consideration for the full and faithful performance of this Agreement, at unit prices set forth in the Bid for services ordered and received by the County. Contractor shall invoice the County monthly for quantities provided. Payment to the Contractor shall be within thirty (30) days after receipt and acceptance of invoices covering services provided during the month.

E) SECTION VII: WARRANTIES

- A. Title of goods conveyed to the County shall be good and its transfer rightful.
- B. The goods shall be delivered free from any security interest or other lien or encumbrance.
- C. All warranties provided by the Uniform Commercial Code, as amended, are a part of this Agreement.

F) SECTION VIII: NON-COLLUSION

The Contractor, his agents, servants and/or employees, to the best of their knowledge and belief, have not in any way colluded with anyone for or on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over other suppliers, nor have they colluded with anyone for or on behalf of the Contractor, or themselves, to gain any favoritism in the award of this Agreement.

G)

H) SECTION IX: NON-DISCRIMINATION

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to

employees and applicants for employment, notices setting forth the substance of this clause.

I)

J) **SECTION X: TERMINATIONS**

A. Termination for Convenience:

The performance of work under this Agreement may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County. The County will pay all reasonable costs associated with this Agreement that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Agreement. However, the Contractor shall not be reimbursed for any profits that have not been earned up to the date of termination.

B. Termination for Cause:

If the Contractor is adjudged as bankrupt, or if it makes a general assignment for the benefit of the creditors, or if a receiver is appointed on account of its insolvency, or if it persistently refuses or fails to perform the work indicated in this Agreement or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of this Agreement, then the County Director of Procurement or his/her designee, after certifying that sufficient cause exists to justify such action, may without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) calendar days' written notice, terminate the employment of the Contractor. All monies due the Contractor or becoming due hereunder at the time of termination for cause shall be forfeited. Any written notices required by this Agreement shall be deemed sufficiently given, if (A) hand delivered or (B) sent via first class U.S. mail, certified mail, or overnight courier service.

Any notice required by this Agreement is to be sent to the Contractor at:

INSERT

Any notice required by this Agreement is to be sent to the County at:

Harford County Government
Department of Procurement
Attn: Karen D. Myers, CPPB
Bid No.
220 S. Main Street
Bel Air, Maryland 21014

K) SECTION XI: CHANGES

No modification shall be made to this Agreement without the express authorization of the Harford County Director of Procurement and , where necessary, the County Board of Estimates as appropriate. No modification shall be effective unless made in writing and signed by the parties of this Agreement.

SECTION XII: LAWS

The Contractor hereby warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified; and it is not in arrears with respect to the payment of monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement; and it further agrees to comply with all federal, state and local laws, regulations and ordinances applicable to its activities and obligations under this Agreement.

SECTION XIII: EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts and shall be deemed valid if delivered electronically (e.g., facsimile, PDF, ink or digital stamp, etc.), each of which will be considered an original instrument, but all of which will be considered one and the same Agreement and will become binding when one or more counterparts have been signed by each of the Parties hereto and delivered to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

WITNESS/ATTEST:

INSERT CONTRACT NAME

By:

Signature

Print Name and Title

WITNESS/ATTEST:

HARFORD COUNTY, MARYLAND

By:

Karen D. Myers
Director of Procurement

Approved for form and legal sufficiency.

Approved for financial sufficiency.

Margaret Hartka
Senior Assistant County Attorney

Robert F. Sandlass, Jr.
Treasurer

Reviewed and Concur.

Timothy F. Whittie
Director, Department of Public Works

This agreement was fully executed on the _____ day of _____, _____.