



Solicitation Number: IFB24000296

MOWING AND TRIMMING SERVICE FOR LANDFILLS

Invitation for Bid (IFB)

Anne Arundel County

April 03, 2024 - May 14, 2024

General Header Information

No. IFB24000296
Title: MOWING AND TRIMMING SERVICE FOR LANDFILLS
Start Date: April 03, 2024 at 4:00:00 PM EDT
End Date: May 14, 2024 at 1:30:00 PM EDT
Vendor Q&A Start Date: April 03, 2024 at 4:15:00 PM EDT
Vendor Q&A End Date: May 01, 2024 at 9:00:00 AM EDT
Estimated Total Value:
Who can respond to this bid? : All Vendors
Description: These Specifications are intended to cover the mowing and trimming service for closed landfills for the Anne Arundel County, Maryland Department of Public Works, as listed in this Solicitation.
Delivery Terms: Free On Board Destination
Payment Terms: Net 30 Days
Contact Information: Anne Arundel County
Stacey Sells
2660 Riva Road Annapolis MD, 21401 United States
Tel: 410-222-7646
phsell77@aacounty.org
Contact Details: If you have any questions, please contact:
Stacey Sells
2660 Riva Road Annapolis MD, 21401 United States
Tel: 410-222-7646
phsell77@aacounty.org
Selected Categories:

Solicitation Requirements: SOLICITATION DOCUMENTS - OFFICIAL VERSION

NOTICE

THE OFFICIAL VERSION OF THIS SOLICITATION IS POSTED THROUGH THE COUNTY'S PROCUREMENT PORTAL, P.O.R.T. IF YOU RECEIVED THIS SOLICITATION FROM ANY OTHER SOURCE, THE SOLICITATION YOU RECEIVED MAY NOT BE COMPLETE OR ACCURATE. BEFORE SUBMITTING A RESPONSE TO THE SOLICITATION, YOU MUST OBTAIN THE SOLICITATION THROUGH P.O.R.T. THE COUNTY RESERVES THE RIGHT TO REJECT ANY RESPONSES TO THE SOLICITATION IF THE VERSION OF THE SOLICITATION THAT IS BEING RESPONDED TO WAS NOT OBTAINED THROUGH P.O.R.T. OR IS OTHERWISE NOT COMPLETE OR ACCURATE.

SOLICITATION CHECKLIST

SOLICITATION CHECK LIST

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Did you visit our website at (<http://www.aacounty.org/CentServ/Purchasing/index.cfm>) for any addenda?

_____ **Effective August 1, 2022, the County will only accept formal bids and proposals through the PORT System. To register, please visit our website at:**

<https://www.aacounty.org/departments/central-services/purchasing/P.O.R.T./registration/index.html>

For assistance in registering, please contact: Diana Cox, Procurement Strategy Manager, Anne Arundel County, Purchasing Division, 410-222-7668, phcox001@aacounty.org

For technical assistance, please contact WebProcure Assistance, 866-889-8533, webprocure-support@proactis.com

If you have questions or concerns with submitting an electronic bid, please send an email to purchasing@aacounty.org or call (410) 222-7620.

_____ Did an authorized company representative sign the Affidavit form(s)?

_____ If you are an entity (limited liability partnerships, corporations, limited partnerships, limited liability companies, limited liability limited partnerships, business trusts, real estate investment trust and trade name filings), is the legal name of your company listed with the State of Maryland Department of Assessments and Taxation and in good standing? You may check by going to www.sdat.org.

_____ If this Solicitation requires a Bid/Proposal bond, vendors should include in their digital submission a scanned copy of the Bid Bond as an attachment to the electronic solicitation response. If the responding vendor is awarded a purchase order or contract, the vendor will submit the original version of the Bid Bond that was scanned and submitted online to the County's Purchasing Division, Office of the Purchasing Agent, within ten (10) calendar days of the request.

_____ Did you provide a scanned copy of your signed Affidavit?

SOLICITATION GENERAL INSTRUCTIONS

INSTRUCTIONS

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NOTICE: The vendor is solely responsible for ensuring timely submission of their solicitation response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.

PORT: To download a copy of the Solicitation specifications, go to the County's website at <https://www.aacounty.org/PORT> and click on "Print/Download Solicitation Summary" icon at the top of the page.

Effective August 1, 2022, the County will only accept formal bids and proposals through the PORT System. To register, please visit our website at:

<https://www.aacounty.org/departments/central-services/purchasing/P.O.R.T./registration/index.html>

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If you have questions or concerns with submitting an electronic bid, please send an email to purchasing@aacounty.org or call (410) 222-7620.

ELECTRONIC RESPONSES: To respond electronically to a solicitation, the vendor must first register with the County's eProcurement system (P.O.R.T.) by going to the <https://www.aacounty.org/PORT> clicking the "Registration" button at the top of the page, and completing the Vendor Registration. Detailed instructions for using the P.O.R.T. system are available by scrolling down on the P.O.R.T. home page.

Once registered, the Bidder or Offeror should log back into P.O.R.T. and edit their profile by selecting the organizational contact(s) that should receive an automated confirmation of the vendor's electronic bid or proposal responses successfully submitted to the County.

When responding electronically to a specific solicitation, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including Affidavit, exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. A scanned copy of the Affidavit may be submitted if responding to the solicitation online. If the responding vendor is awarded a purchase order or contract, the vendor will submit the original version of the Affidavit that was scanned and submitted online to the County's Purchasing Division, Office of the Purchasing Agent, within ten (10) calendar days of request.

Bid openings will be held remotely via Zoom.com. You may join the Zoom meeting for the date and time set on the solicitation. However, the reading of bids will begin approximately 15 minutes after the deadline for submitting them to give staff enough time to assemble the bid responses. Please join the bid opening using the credentials listed below:

Join Zoom Meeting

Join URL: <https://zoom.us/j/172858269>

Meeting ID: 172 858 269

Password: 0

Dial by your location

- +1 312 626 6799 US
- +1 301 715 8592 US
- +1 669 219 2599 US
- +1 669 900 6833 US
- 888 475 4499 US Toll-free
- 877 853 5257 US Toll-free

The deadline for submitting a request for clarification of requirements is noted in the Collaboration Section of this solicitation. The County Purchasing Agent will respond by notifying Bidders or Offerors by written addendum.

Any Bidder or Offeror finding any discrepancy in or omission from the Specifications resulting in doubt as to their meaning, or feeling that the Specifications are discriminatory, will notify the County Purchasing Agent in writing no later than the deadline noted in the Collaboration Section of this Solicitation. These exceptions in no way obligate the County to change its specifications. The County Purchasing Agent will respond by notifying Offerors by written addendum of any interpretations made of the Specifications.

The County shall assume no responsibility for oral communications. All official correspondence in regard to the Specifications will be directed to and will be issued by the County Purchasing Agent in writing. To better ensure fair competition and to permit a determination of the Successful Bidder or Offeror, a Bid or Proposal Response may be rejected if they show any omission, irregularity, alteration of form, addition, condition, unresponsiveness, or unbalance.

Specifications provided are based on County needs and uses, estimated costs of operation and maintenance, and other significant or limiting factors to meet County requirements and consistent with County policies. Minimum and maximum specifications, where included, are not established arbitrarily to limit competition or to exclude competitive Bidders or Offerors. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

Contact with any County representative concerning this solicitation, other than as stated herein, is prohibited. "County representative" will include, but not be limited to, all elected and appointed officials, County employees, and members of the Evaluation Committee.

IFB TERMS AND CONDITIONS

TAXES: RESPONSIBILITY FOR PAYMENT, EXEMPTIONS, FORMS TO BE FILED, ETC.

The Successful Bidder is responsible for paying and, by submitting a Bid, agrees to pay all retail sales, income, real estate, sales and use, transportation, special, and any other taxes applicable to and assessable against any goods, processes, and operations incident to or related to this Invitation for Bid. The Successful Bidder is responsible for ascertaining applicable taxes and making all necessary arrangements to pay same. All prices quoted shall be exclusive of any State, Federal, or other applicable taxes, including Federal Excise Tax on trucks or any other goods or accessories.

RESERVATIONS

The Purchasing Agent may reject all Bids and cancel the IFB, may reject parts of all Bids, or may reject all Bids for any one or more Goods or Services if, in the Purchasing Agent's judgment, it is in the County's best interest and the public interest will be served thereby. A written record explaining the reasons for such rejection shall be maintained with the records related to the Procurement.

The County Purchasing Agent reserves the right to waive formalities or technicalities in Bids as the interest of the County may require.

The quantities appearing in this IFB are approximate only and are prepared for the canvassing of bids. Payment to the Successful Bidder will be made only for the actual quantities of goods or services provided in accordance with the resulting Contract, and it is understood that the scheduled quantities of goods or services to be furnished may be increased, decreased, or omitted without invalidating the Bid.

The County Purchasing Agent reserves the right to award contracts or place orders on a lump sum or individual item basis, or in such combination as shall, in his or her judgment, be in the best interest of the County. The County Purchasing Agent may waive minor differences in Specifications provided these differences neither violate the Specification intent nor materially affect the operation for which goods or services are being purchased and do not increase estimated maintenance and repair costs to the County.

SUBSTITUTES

When an item is designated as "no substitutes", only that brand/manufacturer and stock number shall be accepted, except goods manufactured by the same manufacturer and sold under a competitive brand name.

For all items not designated "no substitutes", the County will consider a "County-approved equivalent." Equivalent items will be considered provided descriptive literature and specifications accompany the Bid. Each Bidder shall indicate on the Bid Response Form "As Specified", or the equivalent manufacturer and model number. The County, in its sole discretion, will evaluate and award each item. The Bidder shall indicate clearly the goods on which it is bidding, and shall supply a sample or sufficient data enabling a meaningful comparison to be made with the particular brand or manufacturer specified. Catalog cuts and descriptive data shall be included with the Bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of the Bid.

No Bidder shall be allowed to offer more than one price on each item even though the Bidder may believe that two or more types or styles will meet specifications. Bidders shall determine for themselves which to offer. If a Bidder submits more than one price on any item, all prices for that item may be rejected at the discretion of the Purchasing Agent.

SAFETY DATA SHEETS

If goods or services provided to the County, including any chemicals or products to be used, contain any ingredients that could be hazardous or injurious to a person's health, a Safety Data Sheet ("SDS") shall be provided to the Purchasing Agent by the Successful Bidder. This requirement also applies to any goods or services used by the Successful Bidder when providing a service to the County.

INSPECTION

All goods delivered to and services performed for the County shall be subject to final inspection by the County and tests by the testing facilities of the County and other independent testing laboratories as may be designated by the Purchasing Agent. If the result of tests indicates that any part of the goods or services are deficient in any respect, the Purchasing Agent, in his or her absolute discretion, may reject all or any part of the goods or services provided to the County. Variances in goods and services may be waived upon approval by the Purchasing Agent, in his or her absolute discretion.

DISPUTES

In cases of disputes as to whether the goods or services quoted or delivered meet Specifications, the decision of the County Purchasing Agent shall be final and binding on both parties. The County Purchasing Agent may request the recommendation in writing of the head of the County Agency using the goods or service, the Standards and Specifications Committee, or other sources.

LAWS AND REGULATIONS

The Successful Bidder shall comply with all applicable Federal, State, and local laws and ordinances. The Successful Bidder shall protect and indemnify Anne Arundel County, Maryland, and its agents or employees against any claim or liability arising from or based on the violation of any laws, ordinances, or regulations by the Successful Bidder and by any subcontractors, agents, or employees.

EQUAL OPPORTUNITY

The Contractor assures the County that it shall not discriminate against any person in any of its activities with regard to membership policies, employment practices, or in the provision of services on the basis of gender identity, race, color, national origin, religion, ancestry, sex, age, or disability. The Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U. S. Department of Labor Regulations 41CFR Part 60. The Contractor must bind its subcontractors to the provisions of this section.

INDEMNIFICATION

If a contract is awarded, the Successful Bidder shall be required to indemnify, defend, and hold the County, its employees, and agents harmless from and against any and all claims, loss, liability, cost, and expenses, including attorney fees, howsoever arising or incurred, alleging personal injury, bodily injury, including death, or property damage arising out of or attributable to the Successful Bidder's performance of the Contract awarded.

TERMINATION PROCESS

Termination for Convenience: Notwithstanding anything contained herein, the County may terminate this Agreement anytime, in whole or in part, without showing cause by providing thirty (30) days written notice to the Successful Bidder. The County shall pay all reasonable costs incurred by the Successful Bidder up to the date of termination. The Successful Bidder shall not be reimbursed for any anticipatory profits, which have not been earned to the date of termination.

The Successful Bidder shall be provided 30 days' notice of any termination not for cause and shall only perform such work during the 30-day notice period that is authorized in writing by the County's Purchasing Agent.

This Agreement may be terminated by the County upon at least seven (7) days' notice to the Successful Bidder in the event that: (1) the Work is permanently abandoned by the County; (2) continued Work is deemed by the County, in its sole discretion, not to be in the best interests of the County; or (3) monies are no longer available or are not appropriated to fund the Work being performed or to be performed under this Agreement.

Termination for Cause: Notwithstanding anything contained herein, if the Successful Bidder fails to fulfill its obligation under this Agreement properly and on time or otherwise violates any provision of this Agreement, the County may terminate this Agreement by written notice to the Successful Bidder. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished goods or services provided by the Successful Bidder shall, at the County's option, become the County's property. The County shall pay the Successful Bidder fair and equitable compensation for satisfactory performance prior to receipt of notice of termination less the amount of damages caused by the Successful Bidder's breach. If the damages are more than the compensation payable to the Successful Bidder, the Successful Bidder shall remain liable after termination, and the County may take all steps necessary to collect damages.

OPTIONAL USE OF CONTRACT

The Successful Bidder reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this IFB to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities, including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The Successful Bidder agrees to notify the issuing body of those entities that wish to use any contract resulting from this IFB and shall also provide usage information, which may be requested.

The County assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this IFB. All purchases and payment transactions shall be made directly between the Successful Bidder and the requesting entity. Any exceptions to this requirement shall be specifically noted in the Bid Response.

CORPORATION REGISTRATION

Whenever required by law, business entities not organized under the laws of the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 W. Preston Street, Baltimore, Maryland, 21201 ("SDAT") before doing any business in this State.

All Bidders that are business entities shall be and present evidence prior to award that they are in good standing with SDAT.

REFERENCES TO ALTERNATE TERMS

Any reference which may appear on any price list or literature to any terms and conditions, such as F.O.B. Shipping Point or Prices Subject to Change shall not be part of any Contract with a Successful Bidder and shall be disregarded by the County.

PAYMENT TERMS

Anne Arundel County is accepting electronic invoices. All invoices should be emailed to: invoices@aacounty.org. Please use the following format on the email subject line: Vendor Name_PO Number_Invoice Number. Invoices shall be submitted per PO number. Multiple invoices for different Purchase Order numbers sent in one email will not be accepted. Invoice(s) shall contain the following information: Purchase Order Number, Item Number, description of goods or services, quantities, unit prices, and extended totals. Payment terms, unless otherwise noted, shall be net thirty (30) days. The County is not subject to retail sales, income, real estate, sales, use, transportation, or special taxes. The final payment shall be based upon acceptance of goods or services from the Successful Bidder and a final invoice submitted by the Successful Bidder and approved by the County. Optional method of payment: Payment can be made electronically via ACH Transfer. The County reserves the right to deduct the total amount of any debts owed to the County from any payments issued pursuant to any resulting agreement for this IFB. To enroll for ACH payments, please enroll at www.paymode.com/annearundelcounty.

ASSIGNMENT

Except for assignment of an antitrust claim, a party to any contract resulting from this Solicitation may neither assign nor delegate any portion of the Contract without the prior written consent of the other party.

AVAILABILITY OF FUNDS

The obligations of the County under any Contract awarded pursuant to this IFB are subject to the availability of funds appropriated by the County Council of Anne Arundel County, Maryland, and to receipt and availability of appropriated funds.

INTERPRETATION

The Contract resulting from this Solicitation shall be construed under the laws of the State of Maryland.

INTEGRATION

The IFB, the Successful Bidder's Bid, and the County's Purchase Order contain the entire understanding between the parties, and any additions or modifications hereto may only be made in writing executed by both parties hereon.

FAIR LABOR STANDARDS

The Successful Bidder shall comply with all applicable provisions of the Federal Labor Standard Act (FLSA) and shall indemnify, defend, and hold harmless the County, its officers, employees, and agents from any and all liability, including but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hours law, including but not limited to, FLSA for work performed by the Successful Bidder's employees for which the County may be found jointly or solely liable.

CHANGES

The County reserves the right to add items to this Contract at the County's sole discretion if the items meet the following criteria:

- (a) The items added are, in the County's sole opinion, within the general scope of work established for this Contract and/or are ancillary to the successful completion of Work under the resulting Contract.
- (b) The price for each item as offered by the Successful Bidder is, in the County's sole opinion, fair and reasonable and consistent with the pricing for the balance of the resulting Contract.
- (c) The items added are relatively insignificant to the overall value and services under the agreement.

MOST FAVORED PUBLIC ENTITY

The Successful Bidder agrees that the prices charged the County under this Contract do not exceed existing selling prices to its other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

The Successful Bidder shall repair, or cause to be repaired, at its own cost any and all damage to County facilities, buildings, grounds, equipment, vehicles, or property caused by the Successful Bidder or employees, subcontractors, or agents of the Successful Bidder. Such repairs shall be made immediately after awareness of damage, or notice by County, but in no event more than thirty (30) days after the occurrence.

CONDITIONS FOR PURCHASING ELSEWHERE

Time is of the essence. Should the Successful Bidder fail to perform as specified, in accordance with the terms and conditions specified herein, the Purchasing Agent shall then have the right to procure goods and services in the open market or by contract, in which event the additional costs of such goods or services above the Contract price shall be charged against the Successful Bidder, and may be deducted from any funds payable or which may become payable to the Successful Bidder.

The Purchasing Agent may reject, at his or her sole discretion, any goods or services ordered from the Successful Bidder if they are delivered or performed subsequent to the placement of orders elsewhere.

SIGNATURES REQUIRED FOR LEGAL ENTITIES (FOR CONTRACTS EXCEEDING \$150,000)

The chart below indicates which persons are authorized by law to sign documents. If documents submitted in response to this Solicitation are signed by other persons, then the Interested Party shall provide documents establishing that the persons have the legal authority to sign on behalf of and bind the Interested Party.

TYPE OF LEGAL ENTITY:

<p>Company/Corporation or Professional Service Corporation <i>("Inc.," "Co.," "Corp.," "Ltd.," "P.C.," "Chartered," "Chtd.," "Professional Association," "P.A.")</i></p>	<p>NO PROOF NEEDED IF SIGNED BY: President, Vice President, Chief Executive Officer or Chief Operating Officer</p>	<p>IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE: By-Laws, Articles of Incorporation, or a Corporate Resolution</p>
<p>Partnerships</p>	<p>NO PROOF NEEDED IF SIGNED BY: Partner</p>	<p>IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE: Statement of Partnership Authority</p>
<p>Limited Partnerships <i>("L.P.")</i></p>	<p>NO PROOF NEEDED IF SIGNED BY: General Partner</p>	<p>IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE: Certificate of Limited Partnership</p>
<p>Limited Liability Company / Corporation <i>("LLC" or "LC")</i></p>	<p>NO PROOF NEEDED IF SIGNED BY: Member</p>	<p>IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE: Operating Agreement or Articles of Organization of the LLC</p>
<p>Religious Corporations and Churches</p>	<p>PROOF ALWAYS NEEDED</p>	<p>ENTITY SHALL PROVIDE: By-Laws, Articles of Incorporation, or Corporate Resolution</p>
<p>Limited Liability Partnerships and Limited Liability Limited Partnerships <i>("L.L.P." or "LLLP")</i></p>	<p>PROOF ALWAYS NEEDED</p>	<p>ENTITY SHALL PROVIDE: Certificate of Limited Liability Partnership and Partnership Agreement or Statement of Partnership Authority</p>

CHANGES/ERASURES TO BID RESPONSE

To be considered, all erasures, interpolations and other changes in a Bid Response shall be signed or initialed by the Bidder.

BIDDER'S UNDERSTANDING OF THE SCOPE OF IFB AND DUE DILIGENCE

By submitting a Bid in response to this IFB, the Bidder represents that it has read and understands this IFB, including any Addenda, and has familiarized itself with Federal, State, and local laws, ordinances, rules, and regulations that may affect the cost or performance under this IFB or any resulting Contract. The failure or omission of any Bidder to receive or examine any form, instrument, addenda, or other document or to acquaint itself with conditions existing at any site shall in no way relieve that Bidder from any obligations with respect to its Bid Response or to any resulting Contract.

BID RESPONSE MODIFICATIONS OR WITHDRAWAL

A Bid Response may be modified or withdrawn by the Bidder anytime before the time and date set for the receipt of Bid Responses. Modified and withdrawn Bids, clearly marked and dated, may be resubmitted to the Purchasing Division up to the time and date set for the receipt of Bid Responses. No Bid Response may be unilaterally modified or withdrawn after the time set for the receipt of Bid Response and for one hundred twenty (120) calendar days thereafter. **Bid Extension:** If an award cannot be made prior to the expiration of the pricing submitted in response to this IFB, the Purchasing Agent may request that pricing be extended. The extension of pricing should be a reasonable amount of time for the contract to be fully executed between both parties.

ADDENDA TO IFB - CHANGE IN ISSUING ADDENDA

The Purchasing Division no longer provides written notification of addenda to solicitations. The Purchasing Agent will notify Bidders of any changes, additions, or deletions to the Specifications by addenda posted on P.O.R.T. and the County's website at www.aacounty.org/PORT.

CONTENT

The contents of the Bid Response of the Successful Bidder may become contractual obligations. Failure of the Successful Bidder to accept these obligations in a Contract may result in cancellation of the award, and the Successful Bidder may not be eligible for future solicitations.

CONFLICT OF INTEREST

By submission of a Bid Response, Bidder agrees that it has no direct or indirect interest that would conflict in any manner or degree with performance by this IFB or any resulting contract of its services. The Bidder shall further covenant that, in the performance of any contract, the Bidder shall not employ any person or entity having any such known conflict. Failure of the Bidder to provide any information requested in the IFB may result in disqualification of the Bid Response.

HEADINGS

The words and phrases used in the heading of various sections and parts of this IFB are for convenience only and shall not affect the interpretation of any of the terms, conditions and requirements contained anywhere in the IFB.

IFB TEXT EMPHASIS

Throughout this IFB, there may be occasional use of underlining, bolding, outsized characters or other methods of text emphasis. No remarkable difference in emphasis or relative importance of text content is intended by the use of any one method in place of another.

PARENT COMPANY

If a Bidder is owned or controlled by a parent company, the name, main office address, and tax identification number of the parent company shall be provided in the Bid Response.

ASSIGNMENT AND DELEGATION

Except for assignment of antitrust claim, a party to any Contract resulting from this IFB may neither assign nor delegate any portion of the Contract without the prior written consent of the other party.

ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a Bid Response to this IFB, the Successful Bidder accepts the terms and conditions set forth herein.

CONFIDENTIAL AND PROPRIETARY INFORMATION

All information contained in the Bid is subject to production under the Maryland Public Information Act. Each Bidder shall be responsible for identifying all information in its Bid that it considers confidential and proprietary and not subject to release to the general public for any reason by including with its Bid a separate list entitled "Confidential and Proprietary Information". The list shall identify all such information and shall include the location of such information in the Bid, including page numbers, as well as an explanation as to why each piece of information is considered to be confidential and proprietary. All information not included on the list, even if marked as confidential or "proprietary, shall be considered public information and is subject to release on request under the Maryland Public Information Act.

Reasons given for considering information within a Bid Response confidential or proprietary shall be legally justifiable, which is within the sole discretion of the County. Indicating that a Bid Response in its entirety is confidential and proprietary is not legally justifiable, is not acceptable, and may be grounds for the County rejecting the Bid Response on the grounds that the Bid Response is not responsive.

Limitations to Liability: Anne Arundel County assumes no responsibility and no liability for costs incurred by Successful Bidder in responding to the IFB, including requests for additional information. The County assumes no responsibility and shall not be liable in any way for the release to the public of information that is contained in the Bid Response.

Contractor agrees to promptly provide any non-confidential information or materials required by the County to respond to such requests, to the extent required by law.

INDEPENDENT CONTRACTOR

In the performance of this Agreement, the Contractor, including its employees, agents, and subcontractors, shall act solely as an independent contractor, and nothing contained in or implied by this Agreement shall be construed at any time to create any other relationship between the County and the Contractor, including employer and employee, partnership, principal and agent, or joint venturer.

AUDIT OF THE SUCCESSFUL BIDDER

The Successful Bidder shall retain in original form, format, and medium all books, records, and documents from the date of their inception. This shall include, but not be limited to, cost or pricing data relating to the Contract and the Successful Bidder operations, including perpetual inventory records of equipment for a period of at least three (3) years following the date of final payment by the County. The Successful Bidder shall make these records available for inspection and audit by the authorized representative of the County during normal business hours. The Successful Bidder shall receive the County's written authorization for any request to change the form, format, or medium of any record, or for earlier destruction of any record. The Successful Bidder shall comply with County notification that a record shall be retained for a longer period.

The County may audit at any time during the term of the Contract and for a period of at least three (3) years after the date of final payment by the County the Successful Bidder's books and records relating to any work performed under this IFB and any resulting contract, including, but not limited to:

- Cost or pricing data submitted by the Successful Bidder;
- The determination of Successful Bidder's costs or estimated costs in connection with any change order or contractual modification or proposed change order or contractual modification;
- The Successful Bidder's financial condition; and/or
- Claims by one party against any other.

OWNERSHIP AND RETENTION OF RECORDS

All reports, drawings, and other data prepared in connection with the work contemplated by this IFB shall become the property of the County. The Successful Bidder shall retain all records and documents related to work performed under any Contract awarded pursuant to this IFB for at least three (3) years after final Contract payment by the County, and shall make them available for inspection and audit by authorized representatives of the County at all reasonable times.

WORKPLACE FREE OF DRUG AND ALCOHOL ABUSE

Successful Bidder shall maintain a workplace free of drug and alcohol abuse during the term of the Contract; shall prohibit employees from working under the influence of drugs or alcohol; and shall refuse to hire or assign to work under the Contract anyone whom the Successful Bidder knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engage in a bona fide drug or alcohol abuse assistance or rehabilitation program.

PROCUREMENT CARD

The County retains the option to use the County procurement card for the purchase of supplies or services listed in the Contract in lieu of issuing a purchase order. No procurement card transaction shall take place without the authorization of the cardholder and shall not exceed the limit placed on the cardholder's procurement card. The Successful Bidder may receive orders by phone, facsimile, or other forms of notification from authorized County employees. The Successful Bidder may process a payment in the credit card network ONLY upon shipment of supplies or performance of the services ordered by the County agency. For partial shipments or performance, the Successful Bidder may process a payment only for the amount shipped or completed and NOT for the entire amount ordered by the County agency. Upon shipment or completion of the remaining order, the Successful Bidder may process a payment request to the credit card network for the remainder of the order. The Successful Bidder may not charge the County for any fees related to the use of a procurement card.

For all transactions, the Successful Bidder shall have a valid W-9 form on file with the Anne Arundel County, Maryland, Office of Finance.

REGULAR DEALER

Quotes shall be considered only from Bidders that qualify as a "regular dealer." A "regular dealer" means a person or entity that owns, operates, or maintains a store, warehouse, or other establishment in which the goods or services required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the Bidder shall engage in, as its principal business and in its own name, the purchase and sale of the goods or services that are the subject of this IFB.

UNBALANCED BIDS

A Bid shall be mathematically unbalanced if the Bid contains unit pricing that does not reflect reasonable costs (including actual labor and material cost, overhead and profit) for the performance of the bid item(s) in question. A Bid shall be materially unbalanced if there is a reasonable doubt that award of the mathematically unbalanced Bid will result in the lowest ultimate cost to the County. A Bid that is, in the sole discretion of the County Purchasing Agent both mathematically and materially unbalanced, may be rejected as non-responsive.

(An example would be bidding overhead labor rates below regular time rates, or bidding laborer rates above Supervisor or Foreman rates. Another example is bidding a 1-gallon container of a product higher than a 5-gallon container of the same product.)

ADDENDA

Addenda to solicitations often occur, sometimes within as little as 48 hours, prior to bid opening. It is the potential Bidder's responsibility to frequently visit the Purchasing Division's website to obtain Addenda once they have received a copy or downloaded a solicitation. No other notification will occur. A Bid may be rejected if any addendum is not acknowledged in P.O.R.T. or County's website at www.aacounty.org/PORT

IFB GENERAL SPECIFICATIONS

SCOPE

These Specifications are intended to cover the mowing and trimming service for closed landfills for the Anne Arundel County, Maryland Department of Public Works, as listed in this Solicitation.

SITE VISITS AND PRE-BID CONFERENCE

SITE VISITS

The County will be holding Site Visits at 9:00 a.m., local time, on April 17, 2024, starting the visits at the Millersville Landfill, 389 Burns Crossing Road, Severn, MD 21144,

Glen Burnie Landfill, 100 Dover Road, Glen Burnie, MD 21061, and Sudley Landfill, 5400 Nutwell Sudley Road, Deale, MD 20751

Bidders should register for the Site Visits at least 48 hours in advance of the meeting date and time by contacting the buyer Stacey Sells at phsell77@aacounty.org. If no Bidders register, the site visits may be canceled without further notice to the Bidders. No recording of any kind by the public will be allowed at any site visit.

PRE-BID CONFERENCE

The County will be holding a virtual Pre-Bid Conference Meeting Via Zoom (See Below). A Pre-Bid Conference for all those interested in submitting a Bid will be held at **9:00 a.m., local time, on April 25, 2024,** via a Zoom Conference Line. While every effort will be made to answer any questions concerning this IFB raised by potential Bidders at the Pre-Bid Conference, such answers shall be considered unofficial until affirmed in writing by the Purchasing Agent in the form of an addendum. Offerors are strongly encouraged to bring any issues regarding this IFB or the goods/services to be provided to the Pre-Bid Conference or to the attention of the County Buyer prior to the deadline as detailed in this IFB. Any modifications, additions, or deletions to the Specifications that result from this meeting shall be in the form of an addendum to be posted on P.O.R.T. Bidders should register for the Pre-Bid Meeting at least 48-hours in advance of the meeting date and time by contacting the buyer Stacey Sells at phsell77@aacounty.org. If no Bidders register, the meeting may be canceled without further notice to the Bidders. No recording of any kind by the public will be allowed at any pre-bid conference. For ADA Accessibility Assistance Only: Anyone needing special ADA accommodations must contact Catrice Parsons, Purchasing Agent, at 410-222-7672, or by email to phpars22@aacounty.org. TTY users call through Maryland Relay 7-1-1 at least seven (7) days in advance of the event. All materials are available in alternative formats upon request. Otherwise, contact the Buyer as noted on the front page for everything else. Do not contact Mrs. Parsons for anything other than ADA accessibility assistance.

Join Zoom Meeting

<https://aacounty.zoom.us/j/86418560364?pwd=MWQvTjlsNmhPWtluTHpWcWNxdkFHdz09>

Meeting ID: 864 1856 0364

Passcode: kXKw+2wb

One tap mobile

+13017158592,,86418560364#,,,,*46330038# US (Washington DC)

+14702509358,,86418560364#,,,,*46330038# US (Atlanta)

Dial by your location

• +1 301 715 8592 US (Washington DC)

• +1 470 250 9358 US (Atlanta)

• +1 470 381 2552 US (Atlanta)

• +1 669 219 2599 US (San Jose)

• +1 669 900 6833 US (San Jose)

• 833 548 0276 US Toll-free

• 888 475 4499 US Toll-free

Meeting ID: 864 1856 0364

Passcode: 46330038

DELIVERY/INSTALLATION OF GOODS OR SERVICES

Successful Bidder shall guarantee services to the Anne Arundel County, Maryland Landfills, between the hours of 8:00 a.m. and 4:00 p.m., local time, Monday through Friday, excluding County holidays, and weekends.

Successful Bidder shall state the number of calendar days required to deliver each item to the County following notification of an award. If submitting a Paper Bid Response, this information shall be submitted with the Paper Bid Response.

Successful Bidder shall provide a delivery ticket for each item delivered, marked clearly with the purchase order number issued by the County for the goods purchased and, if applicable, the name, model, and serial number.

All items shall be delivered F.O.B. destination and delivery costs and charges shall be included in the Bid Response. Unit prices quoted shall include delivery, all charges prepaid, and shall be exclusive of all taxes. No transportation, shipping, or handling charges shall be added to the invoice.

The County Purchasing Agent reserves the right to charge the Successful Bidder fifty dollars (\$50.00) per working day for each day the goods or services are not delivered in accordance with the delivery schedule. The per-diem charge may be invoked at the discretion of the County Purchasing Agent, shall be considered liquidated damages, and shall be deducted from the Bid Deposit or final payment, or charged back to the Successful Bidder.

TERM OF CONTRACT

The term of this Contract shall be in effect for one (1) year on or about July 1, 2024. This Contract may be renewed up to an additional nine (9) one-year period(s) with the same terms and conditions at the **sole** discretion of Anne Arundel County, Maryland. This Contract will be subject annually to the availability and appropriation of County funds.

AWARD OF CONTRACT

The County Purchasing Agent shall award all Contracts to the lowest responsible, responsive Bidder, as determined by the County Purchasing Agent. The decision of the Purchasing Agent is final.

Any other considerations for the award shall be stated in the Specifications and Bid Response.

Anne Arundel County, Maryland, reserves the right to accept or reject any bid and to procure no or any quantity of goods or services that are the subject of this IFB, as deemed in its best interest of the County by the Purchasing Agent. After all other proper evaluation, an award shall be made on an individual item basis, or may be awarded on an aggregate item basis if an additional discount is offered for an aggregate award to the lowest responsive, responsible Bidder meeting or exceeding the requirements of this IFB.

LITERATURE AND SAMPLES

If requested, the Bidder shall provide three (3) copies of complete, current, and up-to-date manufacturer-published descriptive literature and specifications for the proposed goods or services within five (5) days of the request, giving full details as to type of goods or services to be furnished under a Contract.

Samples, when requested by the County, shall be delivered to the Purchasing Division, Heritage Office Complex, 2660 Riva Road, 3rd Floor, Annapolis, Maryland, 21401, within five (5) days of the request, unless otherwise specified. All packages shall be marked "SAMPLES FOR BID NO. IFB24000296 - MOWING AND TRIMMING SERVICE FOR LANDFILLS". Each sample shall bear the name of Bidder and item number, and shall be carefully tagged or marked in a clear and conspicuous manner. Failure of the Bidder to deliver required samples or to clearly identify samples may be considered sufficient reason for rejection of the Bid. All deliveries under a resulting Contract shall conform in all respects with samples as submitted and accepted as a basis for the award.

The Purchasing Agent reserves the right to retain or destroy samples and will be free from any redress or claim on the part of a Bidder if any samples are lost or destroyed. Upon notification by the Purchasing Agent that a sample is available for return, it shall be removed by the Bidder within thirty (30) days, or the Purchasing Agent may dispose of it at the Purchasing Agent's discretion.

INSURANCE REQUIREMENTS

Unless otherwise required by Special Conditions of this Invitation for Bids, if a Contract is awarded, the Successful Bidder shall be required to purchase and maintain during the life of the Contract Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers' Compensation Insurance with limits of not less than set forth below

COMMERCIAL GENERAL LIABILITY INSURANCE: At least \$1,000,000 combined single limit coverage on an occurrence basis covering all premises and operations and including Personal Injury, Independent Contractor, Contractual Liability and Products, and Completed Operations.

The general aggregate limit is to apply per project.

BUSINESS AUTOMOBILE LIABILITY INSURANCE: At least \$1,000,000 Combined Single Limit to include owned, non-owned, and hired vehicles.

WORKERS' COMPENSATION INSURANCE: Statutory benefits as required by Maryland law and, when required, the U. S. Longshoremen's and Harbor Workers' Compensation Act, including standard Other States coverage; Employers' Liability coverage with limits of at least \$100,000 each accident/\$100,000 each employee disease/\$500,000 disease policy limit.

On all Commercial General Liability Insurance policies, Anne Arundel County, Maryland, its agents, servants, and employees shall be named as an additional insureds, which shall be shown on the insurance certificates furnished to the County under this Section.

The Successful Bidder shall provide the County with Certificates of Insurance evidencing the coverage required above. The Successful Bidder shall provide certificates of insurance before commencing work in connection with the Contract.

Providing any insurance required herein does not relieve the Successful Bidder of any of the responsibilities or obligations assumed by the Successful Bidder in any resulting Contract or for which the Successful Bidder may be liable by law or otherwise.

Failure to provide and continue in force insurance as required herein shall be deemed a material breach of any resulting Contract and shall operate as an immediate termination thereof.

Contractor shall advise the County via email at purchasing@aacounty.org and by first-class, certified mail within two (2) business days of any cancellation, non-renewal, or other termination of, or any substantive change to any insurance policy providing or represented as providing the coverages mandated herein. Failure to do so shall be construed as a material breach of this Agreement.

RETURN GOODS POLICY

The County shall apply the following policy to returned goods throughout the term of the Contract. By its signature on the Bid, the Bidder acknowledges it has read, understood, and agreed with the following policy.

Returns generated by the Successful Bidder's error, over shipment, defective merchandise, unacceptable substitution, or otherwise through no fault of the County shall be returned to the Successful Bidder with no restocking charge to the County. At the option of the County, replacement merchandise shall be shipped within fourteen (14) days of notification. The Successful Bidder shall bear all freight and delivery charges.

Returns of catalog stock merchandise generated by ordering error, over purchase, discontinued use, inventory reduction, or other fault of the County shall be accepted by the Successful Bidder. All catalog stock merchandise shall be unused, in the original container, and in suitable condition for resale. The Successful Bidder may assess a restocking charge of not more than twenty-five (25%) percent of the purchase price or the restocking charge noted in the Successful Bidder's published restocking charge, whichever is less. The County shall reimburse the Successful Bidder for original freight charges, if applicable, and shall bear the freight cost of returned goods.

Return of catalog stock merchandise more than six (6) months after receipt by the County shall be at the option of the Successful Bidder. Restocking charges cannot exceed the Successful Bidder's published catalog restocking fee for such returns. The County shall reimburse the Successful Bidder for original freight charges, if applicable, and shall bear the freight cost for return of the goods.

PRICE ADJUSTMENTS

All prices offered herein shall be firm against any adjustment for one (1) year from the effective date of the Contract. Annually the vendor may by written request, and the County will consider an annual request for a price adjustment, up to the Consumer Price Index, in place on the date of the written request. Price adjustments will not occur more than once in a twelve (12) month period. The Successful Bidder shall request all price adjustments in writing at least sixty (60) days and no more than ninety (90) days prior to the contract anniversary date.

For purposes of this Section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-Baltimore, Baltimore-Columbia-Towson-All Items, Not Seasonally Adjusted (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.

The County reserves the right to accept, reject, or modify the request for a price adjustment. If the County approves a price adjustment, the price shall remain firm for no less than twelve (12) months for which it was requested.

AGREEMENT

Successful Bidder shall review the attached sample agreement and note any issues it may have with the agreement. Upon notifications of intent to award, the Successful Bidder shall have an authorized person sign a similar agreement tailored to meet this IFB as part of the Contract.

BID RESPONSE

The Bidder certifies that the Bid Response has been duly authorized and approved by all required organizational action of the Bidder.

The person executing the Bid Response on behalf of the Bidder certifies that he or she has the legal and organizational authority to do so.

COLLABORATION

Additional information or clarification of any of the instructions or information contained herein may be obtained from the Office of the Purchasing Agent. The deadline for submitting a written request for clarification of requirements is May 1, 2024, at 9:00 a.m., local time. The County Purchasing Agent will respond by notifying all Bidders by written addendum.

Any Bidder finding any discrepancy in or omission from the Specifications resulting in doubt as to their meaning, or feeling that the Specifications are discriminatory, shall notify the County Purchasing Agent in writing no later than May 1, 2024, at 9:00 a.m., local time. These exceptions in no way obligate the County to change its Specifications. The County Purchasing Agent will respond by notifying all Bidders by written addendum of any interpretations made of the Specifications.

IFB TECHNICAL SPECIFICATIONS

GENERAL REQUIREMENTS

GENERAL REQUIREMENTS

GENERAL

1.0 QUALIFICATION OF BIDDERS

1.1 The County shall evaluate all Bidders on a basis as to the Bidder's responsibility and capacity to perform. Previous performance on County contracts as well as other jurisdictions and private industry contracts may be considered.

1.2 Bidders shall provide the following information with the Bid Response for use in determining responsibility:

1.2.1 An Organization and Work Plan for each group of mowing sites bid, listing the key personnel and equipment assigned to that group of mowing sites.

1.2.2 An Organization and Work Plan for the entire list of mowing sites bid, showing the chain of command, listing Supervisors by name for each group of mowing sites and their responsibilities.

1.2.3 Complete Equipment List showing equipment owned and that to be purchased if awarded, organized by a group of mowing sites.

1.2.4 List of References (minimum of three (3) over the past three (3) years) for similar-sized contracts with similar service requirements. The name and phone number of contact persons for each Reference shall be provided.

1.2.5 Complete list of current employees, including Crew Chiefs and all higher levels of responsibility, including short resumes and copies of all applicable licenses of each. Include a list of employees to be hired at each level of responsibility and their qualification requirements.

1.3 Bid Response

1.3.1 Each Group (Facility) listed on the Bid Response will be awarded individually. To be considered for award, the Bidder shall provide a per-unit price entry to all Items listed within the Group and include a subtotal entry for each Group the Bidder elects to bid.

1.3.2 Bidder is not required to provide a price for all Groups (Facilities) listed on the Bid Response. Bidder shall put "NO BID" in place of dollars for all blanks within each Item listed within the Group and shall put "NO BID" for the subtotal entry for each Group the Bidder elects not to bid.

2.0 SITE VISITS / SITE PLANS

2.1 There shall be one (1) scheduled site visit for each of the work locations to be included in this Solicitation on April 17, 2024, at 9:00 a.m. starting at the following location:

•**Millersville Landfill and Resource Recovery Facility, 389 Burns Crossing Road, Severn, MD 21144**

•**Glen Burnie Landfill, 100 Dover Road, Glen Burnie, MD 21061**

•**Sudley Landfill, 5400 Nutwell Sudley Road, Deale, MD 20751**

2.2 Bidders are urged to visit each site prior to bidding, and as many sites as possible prior to the Pre-Bid Conference scheduled on April 25, 2024, at 9:00 a.m., and direct any questions regarding the scope of work to the Buyer, no later than the Collaboration due date. Clarifications shall be distributed to all registered Bidders by Addenda.

2.3 The current fence lines at some facilities do not reflect actual property lines/areas to be cut. No consideration shall be granted for any alleged misunderstanding of the scope of work at each work site.

2.4 The Site Plans, as drawn by BAI Group, Inc., are attached and shall be included as part of these Specifications and part of any resulting Contract. The Plans are as follows:

- EXHIBIT 1 - Millersville Landfill Site
- EXHIBIT 2 - Sudley Landfill Site
- EXHIBIT 3 - Glen Burnie Landfill Site

3.0 EQUIPMENT: CONDITION AND CONTINGENCIES

3.1 The Successful Bidder warrants that equipment furnished to perform this Contract shall be in good working condition. Regular maintenance on the equipment shall be in keeping with the manufacturer's suggested maintenance schedules. Any equipment failure due to abuse or poor maintenance shall be replaced immediately to ensure the work is completed as scheduled.

3.2 The Successful Bidder shall have provisions in place for the rental of equipment and vehicles in situations where the Successful Bidder's owned or leased equipment becomes inoperative.

3.3 Failure of equipment shall not be just cause for non-performance of this Contract as specified.

3.4 A minimum of two (2) flail mowers with four (4) wheel drive shall be required with rear and side mount flails and other special equipment may be required for trimming around vents, gas lines, wellheads, and ponds on the landfill sites.

3.5 Flail blades shall be kept sharp at all times to ensure clean-cut grass and a good, final appearance.

3.6 The Successful Bidder shall assess the condition of areas prior to mowing. Damage to the areas due to wet conditions (i.e., tire rutting) shall be minimized. The County reserves the right to discontinue the use of mowing machinery at any time and shall be the sole judge as to whether the mowers are performing satisfactorily and are appropriate for site conditions.

4.0 WORKPLACE APPEARANCE AND CONDUCT, COMPLAINT RESOLUTION PROCEDURES

4.1 The Successful Bidder's personnel shall, at all times, present a neat appearance, and all work shall be performed and all complaints handled with due regard to the County public relations.

4.2 The Successful Bidder shall utilize competent employees in performing the work specified in this Contract. At the request of the County, the Successful Bidder shall replace any incompetent, abusive, or disorderly employee.

4.3 All Successful Bidder employees at the level of Crew Chief and above shall be fluent in English as a requirement for interactions with County personnel.

4.4 The County and the Successful Bidder shall each be promptly notified by the other of any complaints received from the public or adjacent property owners. The Successful Bidder shall initiate corrective action and advise said Complainant within twenty-four (24) hours when remedial action shall be completed. Documentation describing the complaint, resolution, and completion of all actions shall be sent to the appropriate County Site Coordinator for each complaint.

4.5 The Successful Bidder shall provide written receipts for all cuts to the designated County Site Coordinator.

4.6 Failure to comply with these provisions shall be grounds to withhold payments and/or termination of the Contract.

4.7 Smoking is prohibited on all landfill facility areas.

5.0 OBSERVANCE OF LAWS AND ORDINANCES

The Successful Bidder shall secure all permits and licenses imposed by law and ordinance, pay all charges and fees, and give notice necessary and incidental to the due and lawful protection of the work regarding the obstruction of streets and driveways, maintaining signals and open passageways, and protecting the same where exposed.

6.0 OBSTRUCTION OF STREETS AND RIGHT-OF-WAYS

6.1 The Successful Bidder shall arrange to keep all sidewalks open for traffic wherever possible and shall block portions of streets only when deemed necessary to protect private property. Warning signs and barricades shall be furnished and erected by the Successful Bidder when warranted. It shall be the Successful Bidder's responsibility to remove all surplus material and debris from streets as work progresses in order that the public shall have adequate use of the affected streets.

6.2 The Successful Bidder shall provide maintenance of traffic and use of traffic control as required by Anne Arundel County's Standard Specifications and Details for Construction, Section VIII, Traffic Control.

7.0 ACCIDENT PREVENTION

The Successful Bidder shall exercise precaution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed. The County may require the Successful Bidder to discontinue hazardous work practices upon verbal notice. The Successful Bidder shall use the necessary safeguards and protective devices to prevent injury to the public or damage to public or private property.

8.0 CONTACTS

8.1 The Successful Bidder shall coordinate all mowing with Bureau of Waste Management Services County Contract Manager, Michael Porath, and Site Coordinator, Michael Gravatt, at the following numbers: Michael Porath, 410-222-6108, and Michael Gravatt, 443-623-0604.

8.2 One (1) representative of the Successful Bidder shall be identified and designated as sole contact to the County Contract Manager. The representative (or an alternate) shall be available for phone calls or electronic mail (email) and is required to respond to County calls or emails within forty-eight (48) hours of receiving the County's call or email during regular work hours.

9.0 MOWING SEASON AND SCHEDULING

9.1 The mowing season shall be April 1 through November 1. Each mowing shall be started only after explicit instructions from the County Site Coordinator to begin work.

9.2 The Successful Bidder shall begin landfill mowing operations at each site within two (2) weeks of notification. Once started, mowing shall be continuous until completion. Discontinuation due to weather shall be approved by the County Site Coordinator.

9.3 Mowing of the landfill areas shall be completed within three (3) weeks at each site after mowing operations have begun. Successful Bidder shall contact the County Contract Manager for inspection prior to leaving the site.

9.4 The County Contract Manager retains the authority to increase or decrease the frequency of mowing, and each mowing shall be pre-approved by the County Contract Manager prior to starting work. All mowing requested by the County shall be paid at the unit rate as bid by the Successful Bidder.

10.0 AREAS TO BE MOWED

10.1 On the drawings, the entire area inside the colored boundaries shall be mowed. Mowing in areas shown on the drawings is intended to extend to wood lines, water lines in ponds, or edges of roads as may be applicable for each area. The center of roadways are included in the mowing area. Single Pass shall mean the cut is at least one hundred forty-four inches (144") wide where permissible.

10.2 The Successful Bidder shall be responsible for all areas, regardless of ditches or obstructions that may make access difficult.

11.0 LITTER AND DEBRIS REMOVAL

The Successful Bidder shall perform litter and debris removal to prevent roadside litter from being "mulched" or scattered by mowing or trimming operations. The Successful Bidder shall remove the litter and debris from the mowing site the day it is collected and disposed of or recycled at each of the facilities.

12.0 MOWING REQUIREMENTS

12.1 The Successful Bidder shall perform mowing with appropriate equipment to ensure that grass and vegetation in all areas, including roadsides, medians, traffic islands, around guardrails and other traffic control devices, around rip-rap ditches, monitoring wells, vaults and other obstacles is cut to between three (3) and six (6) inches in height during the mowing season subject to section of 3.10 above. In conjunction with each mowing event, the Successful Bidder shall perform trimming with appropriate equipment to ensure that all areas are uniformly cut to the required height.

12.2 Due to the nature of landfill sites, the ground has a tendency to shift from cut to cut due to settlement. The Successful Bidder shall avoid causing ruts, tracks, and gouging of the landfill surface and shall repair, seed, and mulch all disturbed areas prior to leaving the site.

12.3 Millersville and Sudley landfills shall include trimming around all gas wells, vents, pipes, cleanouts, ditch lines, etc., and groundwater monitoring wells within the limits of work.

12.4 Sudley Landfill; Prior to mowing the landfill, the Successful Bidder shall trim around all exposed gas pipes and flares. Any damage to the gas pipes or flares SHALL be reported to the County Contract Manager IMMEDIATELY.

12.5 Grass clippings shall be mulched and evenly dispersed by the Successful Bidder so that grass clippings are not left in windrows or clumps. Grass clippings shall not be blown into roadways or onto sidewalks or private properties by the Successful Bidder.

12.6 The Successful Bidder shall be responsible for general worksite cleanup and removal of all incidentals necessary to prosecute the work.

13.0 WORK HOURS

The Successful Bidder shall only perform mowing and related work during hours of 8:00 a.m. to 4:00 p.m., local time, Monday through Friday except for County holidays. Work shall not be permitted on Saturdays, Sundays, or County holidays without written permission from the County. Daily working hours may be increased with prior approval from the County.

14.0 EXISTING VEGETATION

Much of the vegetation on the landfill sites is a warm-season, perennial legume with herbaceous to somewhat woody stems, official name *Sericea Lespedeza*. This is a very thick and tough grass that does not respond to rotating blade mowers and string trimmers. A minimum of two (2) flail mowers with rear and side mount flails are required and other special equipment may be required for trimming around vents, gas lines, vaults, wellheads, and ponds on the landfill sites.

15.0 INVOICING

15.1 Shall be submitted monthly, during the first full week of the month, and shall include only those sites completed during the previous month. Sites that are not completed shall not be invoiced. It shall be the Successful Bidders' responsibility to ensure that work shall not be billed that has not been completed.

15.2 Invoices that are not submitted in a timely manner as detailed in 2.25.1 above and that result in the County being unable to verify that the work was completed as billed shall not be paid and the Successful Bidder shall rescind all such invoices.

15.3 In addition to the invoicing requirements above, the Successful Bidder may be required to certify the completion of work on a form provided by Anne Arundel County. The County Contract Manager reserves the right to inspect all work performed by the Successful Bidder for completeness prior to authorizing payment.

16.0 AWARD

Award shall be made by subtotal as detailed on the following Bid Response. The three (3) landfill areas shall be awarded individually.

BASIS OF AWARD

The basis of award shall be by Group Subtotal.

SOLICITATION HEADER - INTRODUCTION

P.O.R.T. Notice

The Division of Purchasing is now posting solicitations on the new Purchasing Operations Resource Technology ("P.O.R.T.") Bid Board <https://www.aacounty.org/departments/central-services/purchasing/index.html> P.O.R.T. is the County's web-based eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

Effective August 1, 2022, the County will only accept formal bids and proposals through the PORT System. To register, please visit our website at:

<https://www.aacounty.org/departments/central-services/purchasing/P.O.R.T./registration/index.html>

For assistance in registering, please contact: Diana Cox, Procurement Strategy Manager, Anne Arundel County, Purchasing Division, 410-222-7668, phcox001@aacounty.org

For technical assistance, please contact WebProcure Assistance, 866-889-8533, webprocure-support@proactis.com

If you have questions or concerns with submitting an electronic bid, please send an email to purchasing@aacounty.org or call (410) 222-7620.

IMPORTANT NOTICE: Addenda to solicitations often occur, sometimes within as little as 48 hours, prior to bid opening or deadline for submitting a proposal. It is the potential Bidder's or Offeror's responsibility to frequently visit the P.O.R.T. website at <https://www.aacounty.org/departments/central-services/purchasing/index.html> to obtain Addenda once they have received a copy or downloaded a solicitation.

NOTE: ALTHOUGH THE SYSTEM ALLOWS FOR MULTIPLE BID OR PROPOSALS RESPONSES, THE COUNTY DOES NOT ACCEPT THEM. THEREFORE, ANY BIDDER OR OFFEROR WHO SUBMITS MORE THAN ONE BID OR PROPOSAL RESPONSE MAY BE DEEMED NON-RESPONSIVE AND HAVE ALL RESPONSES REJECTED.

Questionnaire:

PUBLIC INFORMATION ACT NOTICE

Description: PUBLIC INFORMATION ACT NOTICE

I acknowledge and accept the following: If awarded a contract, the contract, including the Successful Bidder's response, will be made public. The Bidder shall provide a separate copy of its bid that contains redactions of content that the bidder contends is confidential financial information or a trade secret. If a bidder, however, fails to provide a redacted copy, the final contract without the bid documents could be posted and if someone makes a Maryland Public Information Act request for the bid, then once the request comes in, Purchasing can advise the submitter that the County intends to publicly produce the bid unless the submitter provides a redacted version with its bid response.

Type YES/NO
Is Required Y

Please provide a redacted version of your bid response if any or all parts of your Bid Response are deemed confidential. ONLY a REDACTED version of your proposal should be uploaded here. All other documents, such as Affidavits, drawings, etc. should be uploaded to the Attach Documents tab, which will display once the required fields in the Requirements and Questionnaire sections are complete.

Type ATTACHMENT
Is Required N

AFFIDAVIT SUBMITTAL

Description: Bidder/Offeror to submit scanned, signed Affidavit(s).

Upload a scanned copy of your signed and notarized Affidavit

Type ATTACHMENT
Is Required Y

VENDOR INFORMATION FORM

Description: Bidder/Offeror to submit scanned, signed Vendor Information Form.

Upload a scanned copy of the completed Vendor Information Form

Type
Is Required

ATTACHMENT
Y

Documents:

Vendor-Contractor Information Sheet.pdf

Affidavit_2024.pdf

W9 032024.pdf

EXHIBIT 1 - Millersville Lawn Mowing Areas.pdf

EXHIBIT 2 - Sudley Lawn Mowing Areas.pdf

EXHIBIT 3 - Glen Burnie Lawn Mowing Areas.pdf

Item Specifications

GROUP A - GLEN BURNIE LANDFILL

No.	Item	Alternative	Supplier Part No	Mfr. Name	Mfr. No	Del Date	Unit	Unit Bid	Qty.	Total
1	Glen Burnie Landfill North Mound Area, per cut, mowing & trimming services, per Specifications						each		1.00	
<p>Item Specification for Glen Burnie Landfill North Mound Area, per cut, mowing & trimming services, per Specifications Description: Manufacturer Name: No Manufacturer Specified Delivery Address: Anne Arundel County See Solicitation Desired Delivery Date: Mar 14, 2024 Allow Vendor to Enter Negative Value : No Exclude Line Item from Bid Total : No</p>										
2	Glen Burnie Landfill South Mound Area, per cut, mowing & trimming services, per Specifications						each		1.00	
<p>Item Specification for Glen Burnie Landfill South Mound Area, per cut, mowing & trimming services, per Specifications Description: Manufacturer Name: No Manufacturer Specified Delivery Address: Anne Arundel County See Solicitation Desired Delivery Date: Mar 14, 2024 Allow Vendor to Enter Negative Value : No Exclude Line Item from Bid Total : No</p>										
3	Glen Burnie Landfill misc mowing services, flail mower, per hour per Specifications						hour		80.00	
<p>Item Specification for Glen Burnie Landfill misc mowing services, flail mower, per hour per Specifications Description: Manufacturer Name: No Manufacturer Specified Delivery Address: Anne Arundel County See Solicitation Desired Delivery Date: Mar 14, 2024 Allow Vendor to Enter Negative Value : No Exclude Line Item from Bid Total : No</p>										
4	Glen Burnie Landfill, misc trimming services, per hour per Specifications						hour		120.00	
<p>Item Specification for Glen Burnie Landfill, misc trimming services, per hour per Specifications Description: Manufacturer Name: No Manufacturer Specified Delivery Address: Anne Arundel County See Solicitation Desired Delivery Date: Mar 14, 2024 Allow Vendor to Enter Negative Value : No Exclude Line Item from Bid Total : No</p>										

GROUP B - MILLERSVILLE LANDFILL

No.	Item	Alternative	Supplier Part No	Mfr. Name	Mfr. No	Del Date	Unit	Unit Bid	Qty.	Total
5	Millersville Landfill Cell 1 area, mowing & trimming services, per cut, per Specifications						each		1.00	
<p>Item Specification for Millersville Landfill Cell 1 area, mowing & trimming services, per cut, per Specifications</p> <p>Description: Manufacturer Name: No Manufacturer Specified Delivery Address: Anne Arundel County See Solicitation Desired Delivery Date: Mar 14, 2024 Allow Vendor to Enter Negative Value : No Exclude Line Item from Bid Total : No</p>										
6	Millersville Landfill Cell 2 area, mowing & trimming services, per cut, per Specifications						each		1.00	
<p>Item Specification for Millersville Landfill Cell 2 area, mowing & trimming services, per cut, per Specifications</p> <p>Description: Manufacturer Name: No Manufacturer Specified Delivery Address: Anne Arundel County See Solicitation Desired Delivery Date: Mar 14, 2024 Allow Vendor to Enter Negative Value : No Exclude Line Item from Bid Total : No</p>										
7	Millersville Landfill Cell 4 area, mowing & trimming services, per cut, per Specifications						each		1.00	
<p>Item Specification for Millersville Landfill Cell 4 area, mowing & trimming services, per cut, per Specifications</p> <p>Description: Manufacturer Name: No Manufacturer Specified Delivery Address: Anne Arundel County See Solicitation Desired Delivery Date: Mar 14, 2024 Allow Vendor to Enter Negative Value : No Exclude Line Item from Bid Total : No</p>										
8	Millersville Landfill Cell 567 area, mowing & trimming services, per cut, per Specifications						each		1.00	
<p>Item Specification for Millersville Landfill Cell 567 area, mowing & trimming services, per cut, per Specifications</p> <p>Description: Manufacturer Name: No Manufacturer Specified Delivery Address: Anne Arundel County See Solicitation Desired Delivery Date: Mar 14, 2024 Allow Vendor to Enter Negative Value : No Exclude Line Item from Bid Total : No</p>										
9	Millersville Landfill Cell 8 area, mowing & trimming services, per cut, per Specifications						each		1.00	

GROUP B - MILLERSVILLE LANDFILL

No.	Item	Alternative	Supplier Part No	Mfr. Name	Mfr. No	Del Date	Unit	Unit Bid	Qty.	Total
<p>Item Specification for Millersville Landfill Cell 8 area, mowing & trimming services, per cut, per Specifications Description: Manufacturer Name: No Manufacturer Specified Delivery Address: Anne Arundel County See Solicitation Desired Delivery Date: Mar 14, 2024 Allow Vendor to Enter Negative Value : No Exclude Line Item from Bid Total : No</p>										
10	Millersville Landfill Cell 9 area, mowing & trimming services, per cut, per Specifications						each		1.00	
<p>Item Specification for Millersville Landfill Cell 9 area, mowing & trimming services, per cut, per Specifications Description: Manufacturer Name: No Manufacturer Specified Delivery Address: Anne Arundel County See Solicitation Desired Delivery Date: Mar 14, 2024 Allow Vendor to Enter Negative Value : No Exclude Line Item from Bid Total : No</p>										
11	Millersville Landfill Pond 9.2 area, mowing & trimming services, per cut, per Specifications						each		1.00	
<p>Item Specification for Millersville Landfill Pond 9.2 area, mowing & trimming services, per cut, per Specifications Description: Manufacturer Name: No Manufacturer Specified Delivery Address: Anne Arundel County See Solicitation Desired Delivery Date: Mar 14, 2024 Allow Vendor to Enter Negative Value : No Exclude Line Item from Bid Total : No</p>										
12	Millersville Landfill Pond 1 area, mowing & trimming services, per cut, per Specifications						each		1.00	
<p>Item Specification for Millersville Landfill Pond 1 area, mowing & trimming services, per cut, per Specifications Description: Manufacturer Name: No Manufacturer Specified Delivery Address: Anne Arundel County See Solicitation Desired Delivery Date: Mar 14, 2024 Allow Vendor to Enter Negative Value : No Exclude Line Item from Bid Total : No</p>										
13	Millersville Landfill Pond 3 area, mowing & trimming services, per cut, per Specifications						each		1.00	
<p>Item Specification for Millersville Landfill Pond 3 area, mowing & trimming services, per cut, per Specifications Description: Manufacturer Name: No Manufacturer Specified Delivery Address: Anne Arundel County See Solicitation Desired Delivery Date: Mar 14, 2024 Allow Vendor to Enter Negative Value : No Exclude Line Item from Bid Total : No</p>										
14	Millersville Landfill Pond 4 area, mowing & trimming services, per cut, per Specifications						each		1.00	

GROUP B - MILLERSVILLE LANDFILL

No.	Item	Alternative	Supplier Part No	Mfr. Name	Mfr. No	Del Date	Unit	Unit Bid	Qty.	Total
<p>Item Specification for Millersville Landfill Pond 4 area, mowing & trimming services, per cut, per Specifications Description: Manufacturer Name: No Manufacturer Specified Delivery Address: Anne Arundel County See Solicitation Desired Delivery Date: Mar 14, 2024 Allow Vendor to Enter Negative Value : No Exclude Line Item from Bid Total : No</p>										
15	Millersville Landfill Pond 5 area, mowing & trimming services, per cut, per Specifications						each		1.00	
<p>Item Specification for Millersville Landfill Pond 5 area, mowing & trimming services, per cut, per Specifications Description: Manufacturer Name: No Manufacturer Specified Delivery Address: Anne Arundel County See Solicitation Desired Delivery Date: Mar 14, 2024 Allow Vendor to Enter Negative Value : No Exclude Line Item from Bid Total : No</p>										
16	Millersville Landfill Pond 8.1 area, mowing & trimming services, per cut, per Specifications						each		1.00	
<p>Item Specification for Millersville Landfill Pond 8.1 area, mowing & trimming services, per cut, per Specifications Description: Manufacturer Name: No Manufacturer Specified Delivery Address: Anne Arundel County See Solicitation Desired Delivery Date: Mar 14, 2024 Allow Vendor to Enter Negative Value : No Exclude Line Item from Bid Total : No</p>										
17	Millersville Landfill Pond 2 area, mowing & trimming services, per cut, per Specifications						each		1.00	
<p>Item Specification for Millersville Landfill Pond 2 area, mowing & trimming services, per cut, per Specifications Description: Manufacturer Name: No Manufacturer Specified Delivery Address: Anne Arundel County See Solicitation Desired Delivery Date: Mar 14, 2024 Allow Vendor to Enter Negative Value : No Exclude Line Item from Bid Total : No</p>										
18	Millersville Landfill misc mowing services, flail mower, per hour, per Specifications						hour		80.00	
<p>Item Specification for Millersville Landfill misc mowing services, flail mower, per hour, per Specifications Description: Manufacturer Name: No Manufacturer Specified Delivery Address: Anne Arundel County See Solicitation Desired Delivery Date: Mar 14, 2024 Allow Vendor to Enter Negative Value : No Exclude Line Item from Bid Total : No</p>										
19	Millersville Landfill misc trimming services, per hour per Specifications						hour		120.00	

GROUP B - MILLERSVILLE LANDFILL

<i>No.</i>	<i>Item</i>	<i>Alternative</i>	<i>Supplier Part No</i>	<i>Mfr. Name</i>	<i>Mfr. No</i>	<i>Del Date</i>	<i>Unit</i>	<i>Unit Bid</i>	<i>Qty.</i>	<i>Total</i>
<p>Item Specification for Millersville Landfill misc trimming services, per hour per Specifications Description: Manufacturer Name: No Manufacturer Specified Delivery Address: Anne Arundel County See Solicitation Desired Delivery Date: Mar 14, 2024 Allow Vendor to Enter Negative Value : No Exclude Line Item from Bid Total : No</p>										

GROUP C - SUDLEY LANDFILL

No.	Item	Alternative	Supplier Part No	Mfr. Name	Mfr. No	Del Date	Unit	Unit Bid	Qty.	Total
20	Sudley Landfill areas, mowing & trimming services, per cut, per Specifications						each		1.00	

Item Specification for Sudley Landfill areas, mowing & trimming services, per cut, per Specifications
Description:
Manufacturer Name: No Manufacturer Specified
Delivery Address: Anne Arundel County See Solicitation
Desired Delivery Date: Mar 14, 2024
Allow Vendor to Enter Negative Value : No
Exclude Line Item from Bid Total : No

21	Sudley Landfill areas, misc mowing services, flail mower, per hour, per Specifications						hour		80.00	
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Item Specification for Sudley Landfill areas, misc mowing services, flail mower, per hour, per Specifications
Description:
Manufacturer Name: No Manufacturer Specified
Delivery Address: Anne Arundel County See Solicitation
Desired Delivery Date: Mar 14, 2024
Allow Vendor to Enter Negative Value : No
Exclude Line Item from Bid Total : No

22	Sudley Landfill areas, misc trimming services, per hour, per Specifications						hour		120.00	
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Item Specification for Sudley Landfill areas, misc trimming services, per hour, per Specifications
Description:
Manufacturer Name: No Manufacturer Specified
Delivery Address: Anne Arundel County See Solicitation
Desired Delivery Date: Mar 14, 2024
Allow Vendor to Enter Negative Value : No
Exclude Line Item from Bid Total : No

