

City of Takoma Park



7500 Maple Avenue
Takoma Park, MD 20912

REQUEST FOR PROPOSALS ("RFP") FOR MAINTENANCE OF CERTAIN LANDSCAPED AREAS

PURPOSE

The City of Takoma Park ("City") invites qualified firms to submit proposals to provide maintenance of certain landscaped areas within the city of Takoma Park. These landscaped areas include bio-retention facilities as well as planted areas along streets. A contract will be awarded to a highly qualified and experienced contractor with a record of experience in maintenance of such facilities.

BACKGROUND INFORMATION

The City of Takoma Park is located in the southern part of Montgomery County, Maryland, and borders Washington, D.C. The City, which is about 2.2 square miles in size, is primarily residential in character and has a population of approximately 17,000.

The City has over 40 stormwater management retention and filtration facilities. These structures are located along streets within the City. Currently maintenance of these facilities is performed by City staff in the Public Works Department. The City is looking to supplement and enhance the existing maintenance services through a qualified contractor.

The size of each stormwater facility range from 80 SF to 2,000 SF. Most facilities are surfaced with 4 inches of shredded wood mulch, underlain by a bio-soil mix to depths of 3 to 4 feet. Below the bio-soil mix, the structures contain free draining granular media (i.e. #57 and #7 crusher run) ranging in thickness of 12 to 24 inches. In those facilities that have a direct tie-in to the stormwater pipe system, there are perforated 6 inch PVC pipes with clean out facilities located at the base of the structure. For those facilities that do not have a direct connection to the stormwater system, the collected water is expected to slowly disperse through the surrounding soil.

The bio-retention facilities typically have a curb cut opening to allow run-off from the street to enter into the facility. Some of the structures also contain 2 ft square forebays or inlet boxes to assist with the deposition of sand and sediment carried in the run-off as it flows into the facility. Slope and surface protection of depressed ponding areas are provided by river jack rocks, rip rap and ornamental stones.



City of Takoma Park

QUALIFICATIONS

The Respondent Contractor ("Contractor") must have a minimum of five (5) years professional experience in grounds or garden maintenance, as well as bio retention, filtration and other stormwater facilities inspection and maintenance. In addition the contractors must be certified as Landscape Professionals through Montgomery Counties Rainscapes Program.

SCOPE OF SERVICES

The City seeks lump sum price proposals from qualified Contractors to include maintenance services outlined below. The requested services are to be performed at the facilities listed on Attachment 1 and include Type 1 Bio-retention Facilities, Type 2 Garden and Bio-retention facilities and Type 3 Small Tree Box and Planted Bed Facilities.

SERVICES TO BE PROVIDED:

1. Weed within the garden or planted area
2. Remove litter in and around the facility (including along the street curb up to 50 feet in either direction from the curb cut.
3. Remove fallen leaves within the planted area.
4. Remove sediment collected in the curb openings, in the sediment box or within the surface of the facility. Also remove sediment collected in the street gutter adjacent to the facility
5. Stabilize or refresh shredded hardwood mulch as needed to maintain a 4 inch depth over all exposed soil surfaces
6. Adjust river rock as needed to remove sediment and provide for clear intake of street water flow (for Type 1 and 2 Facilities only)
7. Remove dead blooms, leaves or stalks of perennial plants and grasses
8. Services are not to include dead plant removal or replacement planting or pruning of woody shrubs or trees
9. After completion of services, notify City of any issues associated with damage to facility, erosion or plant death.

In addition to the services listed above, the City requests pricing by hourly rate to perform maintenance services on a call-in basis, outside the frequency identified below. When providing the hourly rate, please identify the crew size.

FREQUENCY OF SERVICE

The City is requesting pricing for provision of the services listed above at the following frequencies:

Two times a year,
Four times a year and
Six times a year.

The Proposal Response Form is provided and identifies the areas and frequency of maintenance for pricing purposes. Responding contractors must use the Proposal Response Form when submitting a proposal.

TERM OF THE CONTRACT

The City requests services for a two year period, with possibility of extension for two (2) additional one (1) year periods.

PROPOSAL SUBMITTAL INSTRUCTIONS

Contractors must submit the following items when responding:

1. A Letter of Transmittal on the company's business stationery. The purpose of the letter is to provide a record of transmittal of the proposal in addition to the acknowledgements of amendments, addendums, and changes issued (if any). The letter should be signed by an individual who is authorized to commit the Contractor to the services and requirements stated within the Request for Proposals.
2. Qualification and Certification Statement (attached).
3. A company profile, including the number of years in business, type of operation, and number of employees.
4. A list of key staff of the company who will be directly or indirectly involved in working with the City's Department of Public Works during the contract term, specifying the role each will play. For each key staff member, provide a brief resume, including years employed by the company.
5. A reference list of current and past clients for which landscape maintenance has been performed. This list should include the organization name, contact person's title, and contact information (telephone and e-mail addresses) for at least five (5) clients for whom landscape maintenance has been performed (Reference Form attached).
6. A completed Living Wage Requirements Certification (attached).
7. A completed Certification of Non-Involvement in the Nuclear Weapons Industry (attached).
8. Completed Proposal Response Form (attached)

BASIS OF AWARD/EVALUATION CRITERIA

Proposals will be evaluated and ranked based on the following criteria:

1. Experience and qualifications of the Firm.
2. Prior experience in conducting landscape maintenance and stormwater facility maintenance.
3. Qualifications and experience of personnel to be assigned to the program
4. Client references

5. Cost

SUBMISSION

1. Each Respondent Contractor must submit the information listed above to:

Ian Chamberlain, Construction Manager
City of Takoma Park
31 Oswego Avenue
Silver Spring , MD 20910
2. Inquiries may be made to Mr. Chamberlain at (301) 891-7611 or via email to IanC@TakomaParkMD.gov
3. Due Date: Proposals are due no later than 4:00 p.m. EST on Friday, May 29, 2015. Requests for extensions of the date and time will not be granted and no late proposal or late request for modifications will be considered.
4. Confidentiality: Proposals will be available for public inspection after the award announcement, except as to the extent that a Respondent Firm designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the non-confidential portion of the proposal. A Firm's designation of material as confidential will not necessarily be conclusive, and the Firm may be required to provide justification why such material should not be disclosed, on request, under the Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628 of the *Annotated Code of Maryland*.
5. Proposal Expenses: The City is not responsible for expenses incurred by Contractor in preparing and submitting proposals.
6. Rejection of Proposals: The City reserves the right to reject any and all proposals, in part or as a whole, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.
7. Duration of Prices: The price proposal submitted by the Contractor is irrevocable for a period of 90 days from the proposal due date.
8. Acceptance of Terms and Conditions: By submitting a proposal, a Contractor accepts the terms and conditions set forth in this RFP.
9. Procurement Law: This RFP and any contract entered into as a result of this RFP are governed by Takoma Park Code, Title 7, Division 1 (Purchasing).

CITY OF TAKOMA PARK GENERAL CONDITIONS

The General Conditions set out below shall apply to all formal solicitations for the City of Takoma Park, Maryland. Proposers are responsible for informing themselves of these requirements prior to submission of proposals. The term "bid" and "bidder" as used in these General Conditions shall include the term "proposal" and "offeror" or "respondent."

1. Receipt of Proposals

Proposals or amendments received after the date and time specified as the proposal due date will not be considered.

2. Proposal Due Date

- a. Friday, May 29, 2015 at 4:00 p.m. EST
- b. Unless otherwise specified by the City, all proposals submitted may not be withdrawn after bid opening and shall be binding for City acceptance for ninety (90) days from the proposal due date.

3. Award or Rejection of Proposals

- a. A contract shall be awarded to a responsive and responsible bidder. The City reserves the right, in its sole discretion, to: 1) accept a proposal in part or as a whole; 2) reject any or all proposals; 3) re-advertise the Request for Proposals; 4) waive any required information set forth in the Request for Proposals; 5) select a proposal and make a contract award which best serves the most effective and efficient performance of the contract services and the interests of the City; and/or 6) reject any and all proposals that comply with the Request for Proposals specifications, or to accept a higher proposal that complies, provided that, in the judgment of the City, the services or items offered under the higher proposal have additional values or functions justifying the difference in price.
- b. The City reserves the right to personally interview bidders and to inspect the bidder's place of business, inventory, supplies and equipment prior to making a contract award.
- c. The City also reserves the right, in its sole discretion, to reject the proposal of a bidder who has previously failed to satisfactorily perform or to timely complete a contract of a similar nature (whether for the City or for a different jurisdiction or entity) or a proposal of a bidder who, upon investigation, is not in position to perform the contract.
- d. A written notice of the contract award (or acceptance of the bid) will be provided to the successful bidder within the specified acceptance period. The successful bidder will be expected to sign a City contract.
- e. Specific requirements as to bid bonds shall be incorporated in individual proposal specifications, if required. Although performance and/or payment bonds may be directly addressed in the specifications, the City reserves the

right to require a performance bond if the City deems it to be in the City's best interests to require a performance and/or payment bond at the time of award.

4. Payment

Invoices for payment for contract services must be submitted in duplicate. An original invoice and one copy shall be forwarded to the City. Payment will be made upon the City's acceptance of the services or items represented by the invoice. Payment terms are net 30 unless special arrangements have been established.

5. Subcontractors

Bidders may not assign or sublet the contract services or any part thereof without the prior written consent of the City Manager, or his or her duly appointed representative. Bidders must request approval in writing for any such assignment or subcontracting, including the name of such assignee or subcontractor(s) he or she intends to use, the specific services or materials to be furnished by such assignee or subcontractor, the assignee or subcontractor's place of business, and other information as the City Manager may require.

Bidders shall not legally or equitably assign any of the monies payable under the contract, or its claim thereto, unless by and with the prior written consent of the City Manager.

6. Compliance with Specifications

Bidders shall abide by and comply with the true intent of the specifications of this Request for Proposals and not take advantage of any unintentional error or omission.

7. Bidder's Certification of Noninvolvement in the Nuclear Weapons Industry

In order to comply with the provisions of Takoma Park Code Chapter 14.04, Nuclear-Free Zone, section 14.04.060.C, bidders must certify, by a notarized statement, that the bidder is not knowingly or intentionally a nuclear weapons producer.

8. Living Wage Requirement

This Request for Proposals is subject to the City of Takoma Park's living wage requirement for service contracts. The "Living Wage Requirements Certification" must be completed and submitted with your proposal. If you fail to submit and complete the required material information on the Living Wage Requirements Certification, then your proposal is unacceptable under City of Takoma Park law and will be rejected.

The current mandatory living wage rate, payable by a contractor to employees under the City's living wage law, is \$13.95 per hour through June 30, 2014. The living wage rate is adjusted as of July 1 of each year to reflect the most current Montgomery County living wage rate and shall be applicable to any contract awarded thereafter until the date of the next adjustment. Notice of adjustments to the living wage rate can be found on the City's website (www.takomaparkmd.gov). Also, the City's living wage law—Takoma Park Code § 7.08.180 et. seq. is available at the same website (click on Code).

9. Conflict of Interest

No employee or officer of the City, or his or her immediate family member, shall be permitted to any share or part of this contract or to any benefit that may arise from this contract.

10. Indemnification and Insurance

- a. The bidder is responsible for any loss, personal injury, death, property damages, and any other damages of every name and description that may be done or suffered by reason of bidder's negligence or failure to perform any contractual obligations. The bidder shall indemnify and save harmless the City of Takoma Park, its employees, officials, and agents, from and against all losses, liabilities, claims, demands, damages, suits, costs and expenses of any kind, including attorney's fees and litigation expenses, suffered or incurred due to the bidder's negligence, tortuous act or omission, or failure to perform any of its contractual obligations.
- b. The bidder must obtain at its own cost and expense, and keep in force and effect during the term of the contract with the City for the contract work, including all extensions and renewals, the insurance specified below, with an insurance company licensed or qualified to do business in the state of Maryland. A certificate of insurance must be submitted to the City prior to the commencement of any work under the contract and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The City of Takoma Park must be named as an additional insured on all liability policies. A minimum of thirty (30) days written notice to the City of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown below, unless the requirements of this section are waived, in whole or in part, in writing by the City Manager.

<u>Coverage</u>	<u>Amount or Limits</u>
Workers Compensation (for bidders with employees)	
Bodily injury by	
Accident (each)	\$100,000.00
Disease (policy limits)	\$500,000.00
Disease (each employee)	\$100,000.00
Commercial General Liability	\$1,000,000.00
(Minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors.)	
Minimum Automobile Liability	
(Including owned, hired and non-owned automobiles.)	
Bodily injury, each person	\$500,000.00
Bodily injury, each occurrence	\$1,000,000.00
Property damage, each occurrence	\$300,000.00
Professional Liability (for professional services contracts)	

For errors, omissions, and negligent acts, per claim and
Aggregate, with one year discovery period and maximum
Deductible of \$25,000.00 \$1,000,000.00

11. Bidder's List

In an attempt to keep the prospective bidders' list current, bidders are asked to respond to all bid solicitations. If the response is a "No Bid," the bidder is requested to explain his reasons for not bidding. Failure to respond to three consecutive invitations may result in deletion from the City's bidder's list.

12. Changes

The City may, at any time, by written order, make changes to the Scope of Services as set forth in this RFP. If such changes cause an increase or decrease in the bidder's cost or time required for performance of any project service, an equitable adjustment, if applicable, may be made and the parties' contract modified in writing accordingly.

Any claim of the bidder for adjustment under this clause must be asserted in writing within fourteen (14) days from the date of receipt, by the bidder, of the notification of the change order, unless the City grants a further period of time.

No service for which additional compensation will be charged by the bidder shall be furnished without the written authorization of the City.

13. Covenant Against Contingency Fees

The bidder warrants that no member of the bidder's firm has employed or retained any representative, individual, or firm other than a bona fide employee working solely for the bidder firm to solicit or secure any contracts hereunder and further warrants that there has not been any payment or promise or agreement to pay anyone a fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award of a contract under this proposal.

QUALIFICATION AND CERTIFICATION STATEMENT

1. QUALIFICATION. The Respondent to the Request for Proposals is:

X a. 1) A corporation incorporated under the laws of the State of Maryland, and in good standing to do business in the State of Maryland.

2) A corporation incorporated under the laws of (insert jurisdiction)
NEW JERSEY, and registered or qualified and in good standing to do business in the State of Maryland.

3) List corporate name and the names and titles of the corporation's directors and officers:

BILL & WALTERS DOWN TO EARTH LANDSCAPING INC
William Merkle, President - Walter Bostian - Vice

_____ b. A sole proprietor doing business under his/her individual name.

Individual name:

_____ c. A sole proprietor doing business under a trade or business name (for example, John Doe t/a Doe Masonry). List individual name and trade or business name:

_____ d. A partnership. List type of partnership and the names of all general partners:

_____ e. A limited liability company organized under the laws of the State of _____, and authorized to do business in the State of Maryland

List the limited liability company name and the names of all members:

_____ f. Other (explain):

2. CERTIFICATION.

The undersigned proposes to furnish and deliver all labor, supplies, material, equipment, or services in accordance with specifications and stipulations contained in the Request for Proposals for the price(s) and upon the terms and conditions set forth in the proposal.

The undersigned certifies that this proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation submitting a bid/proposal for the same labor, supplies, material, equipment, or services and is, in all respects fair and without collusion or fraud. The undersigned further certifies that he/she is authorized to sign for the bidder.

Bidder Name (print): BILL & WALTERS Down To Earth Landscaping, Inc

By: [Signature]

(Signature)

(Date)

Print Name: Walter Boston

May 28, 2015

Title: Vice President

Business Address: 1650 Tysons Boulevard Suite 1580
TYSONS CORNER, VA 22102

Telephone Number: 571-550-1799

Fax: _____

E-Mail: DCalloway@DownToEarthLandscaping.com

Web Site: www.DownToEarthLandscaping.com

**CITY OF TAKOMA PARK, MARYLAND
LIVING WAGE REQUIREMENTS CERTIFICATION
(Takoma Park Code, section 7.08.200.B)**

Business Name: BILL + WALTIS DOWN TO EARTH LANDSCAPING, INC
Address: 1650 TYSONS BOULEVARD SUITE 1580
City, State, Zip Code: TYSONS CORNER, VA 22102
Phone Number: 571-550-1799
Fax Number:
E-Mail: SCALLOWAY@DOWNTOEARTHLANDSCAPING.COM

Please specify the contact name and information of the individual designated by your business to monitor your compliance with the City's living wage requirements, unless exempt under Section 7.08.190 (see item B below):

Contact Name: Kate Bostian Title: Human Resources
Phone Number: 732-833-7702 Fax: 732-833-7709 E-Mail: KBOSTIAN@DOWNTOEARTHLANDSCAPING.COM

CHECK ALL APPROPRIATE LINES BELOW THAT APPLY IN THE EVENT THAT YOU ARE AWARDED THE CONTRACT AND BECOME A "CONTRACTOR."

A. Living Wage Requirements Compliance



This Contractor as a "covered employer" will comply with the requirements of the City of Takoma Park Living Wage Law (*Takoma Park Code, Section 7.08.180 et. seq. - Ordinance No. 2007-55*). Contractor and its subcontractors will pay all employees who are not exempt from the wage requirements and who perform measurable work for the City related to any contract for services with the City, the living wage requirements in effect at the time of the City contract. The bid price submitted under this procurement solicitation includes sufficient funds to meet the living wage requirements.

B. Exemption Status (if applicable)

This Contractor is exempt from the living wage requirements because it is:

_____ The total value of the contract for services (based on the bid or proposal being submitted under this procurement solicitation) is less than \$20,000.00.

_____ A public entity.

Failure to complete this Certification
will cause your proposal to be considered non-responsive.

(ATTACHMENT A)
REFERENCES

The Respondent Contractor shall have performed landscape maintenance services for a minimum period of five (5) years. The Contractor shall furnish a representative list of three (3) references involving work as specified herein. Failure to submit the required information with the Proposal may be cause for rejection of the Proposal.

Local Government/Organization Name: Neptune Township Schools
Address: 60 Neptune Blvd Neptune, NJ 07753
Contact Person: Lou Lobosco - Nektan Engineers
Phone: 732-922-9229 E-Mail: _____
Contract Value: \$182,998.50
Project Description: Bio-Swale

Local Government/Organization Name: Community Medical Center
Address: 99 Route 37 TOMS RIVER, NJ 08755
Contact Person: Dr Steve Sousa - Princeton-Hydro engineers
Phone: 908-237-5660 E-Mail: _____
Contract Value: \$145,000.00
Project Description: Basin - Retrofit

Local Government/Organization Name: Township of Howell
Address: 251 Preventorium Rd
Contact Person: AL YODAKIS Tm Associates
Phone: 732-473-3400 E-Mail: _____
Contract Value: _____
Project Description: Independence Basin - Bio-Swale and Retrofit

LIST OF LANDSCAPED AREAS FOR MAINTENANCE CONTRACT

TYPE 1	BMP NAME	Type	Maintenance Category	Underdrain Connection	Sediment Capture Box	Area (Sq. Ft)
1	Anne & Kennewick 1	Bioretention	Type 1	No		920
2	Anne & Kennewick 2	Bioretention	Type 1	No		520
3	Anne & Wildwood 1	Bioretention	Type 1	Yes		1050
4	Anne & Wildwood 2	Bioretention	Type 1	Yes	Yes	128
5	Boyd & Jackson	Bioretention	Type 1	Yes		600
6	Columbia & Poplar	Bioretention	Type 1	Yes	Yes	500
7	Com Center Parking Lot - Philadelphia	Bioretention	Type 1	Yes		320
8	Elm & Lincoln	Bioretention	Type 1	Yes		750
9	Holly & Grant	Bioretention	Type 1	Yes		300
10	Holton Lane	Bioretention	Type 1	No		500
11	Hudson 1	Bio-retention	Type 1	Yes		500
12	Hudson 2	Bioretention	Type 1	Yes		125
13	Hudson 3	Bioretention	Type 1	Yes	Yes	640
14	Jackson & Lincoln 1	Bioretention	Type 1	Yes		240
15	Jackson & Lincoln 2	Bioretention	Type 1	Yes	Yes	350
16	Jackson & Lincoln 3	Bioretention	Type 1	Yes		650
17	Kennewick & Kirklynn	Traffic-Circle	Type 1	No	Yes	1257
18	Kirklynn & Lockney	Bioretention	Type 1	No		600
19	Linden Avenue	Modular Wetland	Type 1	Yes	Yes	60
20	Manor Circle triangle	Bio-retention	Type 1	No		750
21	Maple 8000	Modular Wetland	Type 1	Yes		96
22	Old Carroll	Bio-retention	Type 1	Yes		640
23	Prince Georges & Belford Pl	Bioretention	Type 1	Yes		480
24	Ritchie 1	Bioretention	Type 1	Yes		300
25	Ritchie 2	Bioretention	Type 1	Yes		300
26	Ritchie 3	Bioretention	Type 1	Yes		500
27	Ritchie 4	Bioretention	Type 1	Yes		90
28	Ritchie Circle	Bioretention	Type 1	yes		380
29	Roanoke 8312	Filtration Basin	Type 1	Yes		800
30	Wabash 3	Bioretention	Type 1	Yes		100
31	Wildwood & Haverford	Bioretention	Type 1	No		560

NO	BMP NAME	Type	Maintenance Category	Underdrain Connection	Sediment Capture Box	Area (Sq. Ft)
1	Com Center behind CLC	Bioretention	Type 2	Yes		750
2	Grant deadend	Bioretention	Type 2	Yes	Yes	4500
3	Prince George & Circle	Bioretention	Type 2	Yes		1800
4	Tulip	Bio-retention	Type 2	No		690
5	Wabash 1	Bioretention	Type 2	Yes		220
6	Wabash 2	Bioretention	Type 2	Yes		880

ADDITIONAL PLANTED SITES FOR CONTRACT MAINTENANCE

NO.	BMP NAME	Type	Maintenance Category	Underdrain Connection	Sediment Capture Box	Area (Sq. Ft)
1	Ritchie Ave - 4 areas	bump outs	Type 3	No	No	500
2	Walnut Avenue - 4 areas	bump outs	Type 3	No	No	120
3	Piney Branch Rd - 14 areas	bump outs	Type 3	No	No	3360
4	Tree Boxes in Old Town	tree box	Type 3	No	No	1500
5	Tree Boxes in Takoma Junction	tree box	Type 3	No	No	900
6	B. Y. Morrison Circle	landscape bed	Type 3	No	No	314

**CITY OF TAKOMA PARK, MARYLAND
CERTIFICATION OF NON-INVOLVEMENT
IN THE NUCLEAR WEAPONS INDUSTRY**

KNOW ALL PERSONS BY THESE PRESENTS:

Pursuant to the requirements of Chapter 14.04 of the Takoma Park Code, the Takoma Park Nuclear Free Zone Act, the undersigned person, firm, corporation or entity hereby certifies that he/she/it is not knowingly or intentionally a nuclear weapons producer.

Note: The following definitions apply to this certification per section 14.04.090:

A "nuclear weapons producer" is any person, firm, corporation, facility, parent or subsidiary thereof or agency of the federal government engaged in the production of nuclear weapons or its components.

"Production of nuclear weapons" includes the knowing or intentional research, design, development, testing, manufacture, evaluation, maintenance, storage, transportation or disposal of nuclear weapons or their components.

"Nuclear weapon" is any device the sole purpose of which is the destruction of human life and property by an explosion resulting from the energy released by a fission or fusion reaction involving atomic nuclei.

"Component of a nuclear weapon" is any device, radioactive substance or nonradioactive substance designed knowingly and intentionally to contribute to the operation, launch, guidance, delivery or detonation of a nuclear weapon.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this 28 day of MAY, 2014. 2015

Firm Name: BILL & Walt's Down To Earth Landscaping, Inc.

By: [Signature]

Signature

Walter Bostian, Vice President

Print Name & Title

State of New Jersey, County of OCEAN:

Subscribed and sworn to before me this 28th day of May, 2014. 2015

KAREN SCARBOROUGH

ID # 55812

NOTARY PUBLIC

STATE OF NEW JERSEY

My commission expires Jan. 05, 2016

[Signature]
Notary Public

Failure to complete this Certification
will cause your Proposal to be considered non-responsive.

PROPOSAL RESPONSE FORM

Company Name: BILL & WALTERS DOWN TO EARTH LANDSCAPING

Address: 1650 TYSONS BOULEVARD

TYSONS CORNER, VA 22102

Email: DCALLOWAY@DOWNTOEARTH LANDSCAPING.COM

Phone Number: 571-550-1799

Price Proposal for the services identified in the Request For Proposals "RFP" for landscape maintenance services are as follows:

1. Twice a year maintenance

Type 1 facilities	\$ <u>10,800.00</u>
Type 2 facilities	\$ <u>4,560.00</u>
Type 3 facilities	\$ <u>4,750.00</u>

2. Four times a year maintenance

Type 1 facilities	\$ <u>16,000.00</u>
Type 2 facilities	\$ <u>7,600.00</u>
Type 3 facilities	\$ <u>7,800.00</u>

3. Six times a year maintenance

Type 1 facilities	\$ <u>21,900.00</u>
Type 2 facilities	\$ <u>10,700.00</u>
Type 3 facilities	\$ <u>10,900.00</u>

4. Additional Services on an hourly basis for call in

\$ 36.00 per hour

Crew size for additional call in service

3 member crew

RETURN THIS FORM WITH PROPOSAL.

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members a designated by the bidder to purchase at contract prices in accordance with contract terms
- B. Any members utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the Contract(s).
- C. A negative reply will not adversely affect consideration of you bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardees'. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not imitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required comprehensive General Liability Policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardees', the award may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another Jurisdiction as a result of any award extended to that jurisdiction by the awardees.

BIDDERS AUTHORIZATION TO EXTEND CONTRACT:

YES	NO	JURISDICTION	YES	NO	JURISDICTION
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alexandria, Virginia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Maryland National Park & Planning Com.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alexandria Public Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Metropolitan Washington Airports Authority
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Arlington County, Virginia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Metropolitan Washington Council of Gov.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Arlington County Public Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Montgomery College
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bowie, Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Montgomery County, Maryland
<input checked="" type="checkbox"/>	<input type="checkbox"/>	College Park, Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Montgomery County Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Culpeper County, Virginia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prince George's County, Maryland
<input checked="" type="checkbox"/>	<input type="checkbox"/>	District of Columbia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prince George's County Public Schools
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<input checked="" type="checkbox"/>	<input type="checkbox"/>	D of C Water & Sewer Authority	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prince William County Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fairfax County, Virginia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prince William County Service Authority
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<input checked="" type="checkbox"/>	<input type="checkbox"/>	Falls Church, Virginia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Stafford County, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fauquier Co Schools & Government, VA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Takoma Park, Maryland
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Frederick, Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Vienna, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Frederick County, Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Washington Metropolitan Area Transit Authority
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Frederick County Public Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Washington Suburban sanitary commission
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Gaithersburg, Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Greenbelt, Maryland
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Herndon, Virginia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Loudoun County, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Manassas, Virginia			

CITY OF TAKOMA PARK, MARYLAND

ORDINANCE NO. 2015-25

**AUTHORIZING A CONTRACT FOR LANDSCAPE MAINTENANCE
FOR BIO-RETENTION AND OTHER PLANTED AREAS**

WHEREAS, in accordance with the City procurement procedures, the Public Works Department solicited price proposals for maintenance of certain landscaped areas, including bio-retention facilities and streetscape areas; and

WHEREAS, Bill and Walt's Down To Earth Landscaping, Inc. submitted the lowest bid, which has been determined to be responsive and responsible; and

WHEREAS, the Public Works Department requests permission to award a contract to said firm to provide landscape maintenance services to certain areas at a rate of six times per year.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TAKOMA PARK, MARYLAND, THAT:

Section 1. The City Manager or her designee is authorized to enter into a contract with Bill and Walt's Down To Earth Landscaping, Inc. for maintenance of certain landscaped areas in Takoma Park.

Section 2. This contract is anticipated to total \$32,800 for a one-year period

Section 2. This ordinance shall become effective upon adoption.

Adopted this 8th day of June, 2015.

AYE: Williams, Grimes, Male, Stewart, Seamens, Smith, Schultz

NAY: None

ABSTAIN: None

ABSENT: None

