

**TOWN OF RIVERDALE PARK**

**Request for Proposals (RFP)**

for

Tree Planting and Maintenance Services

RFP No. DPW 2024 – 004

**Release Date: February 28, 2024**

**Due Date: March 22, 2024, 12:00 PM**

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## **Proposal Identification Cover Page**

Use this page as the Cover Page of your proposal:

TITLE: Tree Planting and Maintenance Services

PROPOSAL NO.: RFP DPW 2024 – 004

FROM: Company Business Name  
President Name  
Company Address

DATE SUBMITTED: [Date Submitted]

SUBMITTED TO: [RFP-PROPOSALQuestions@RiverdaleParkMD.Gov](mailto:RFP-PROPOSALQuestions@RiverdaleParkMD.Gov)  
Attention: **Nouman Haider, Special Projects  
Coordinator**

## 1. Request for Proposals (RFP)

The Town of Riverdale Park, Maryland (hereinafter “Town”) is requesting proposals from companies qualified to conduct business in the State of Maryland and Prince George’s County to plant approximately 150 trees in the public right-of-way in 2024 and maintain them for one year; provide ongoing Tree Maintenance Services for trees on Town-owned property and within the right-of-way, utilizing a tree management plan, and provide on-call services for emergency tree pruning and removal, for five years. The successful Company shall be required to enter into an agreement with the Town for tree planting and maintenance services, based on the specifications outlined in this document.

The information and instructions provided in this RFP are designed to solicit responses that demonstrate the Contractor’s ability to satisfy the Town’s requirements. Contractors submitting proposals shall be capable, and able to demonstrate experience in the type of work described in the RFP and have available resources in the form of trained and licensed personnel, support services, specialized subcontractors as needed, and financial resources to carry out the work required by individual projects. Additionally, the Contractor must be able to respond to an emergency call out within 24 to 48 hours to remove a dead tree that’s in danger of falling, or dead branches threatening to fall.

Proposals must adhere to the format and content of this solicitation and will not be evaluated unless all parts requested are submitted in a complete package, and by the due date.

## 2. Solicitation Schedule

This schedule is an estimate of the time to complete this RFP process. The Town reserves the right to modify this schedule as needed to accommodate the completion of the process.

RFP Issue Date:	February 28 <sup>th</sup> , 2024
<b>Pre-Proposal Zoom Meeting</b> <b>Link to be inserted</b>	<b>March 6, 2024, 10:00 AM</b>
<b>Last Date for Questions:</b>	<b>March 15<sup>th</sup>, 2024, 5:00 PM</b>
Last Date for Responses to Questions:	March 19 <sup>th</sup> , 2024
<b>Proposal Due Date</b>	<b>March 22<sup>nd</sup>, 2024, 12:00 Noon</b>
Contractor Selection	April 1 <sup>st</sup> , 2024

## 3. Pre-Proposal Meeting

The pre-proposal meeting will be held virtually on **Monday, March 6<sup>th</sup>, at 10:00 am**, at the link provided above. The pre-proposal meeting is not mandatory. While not mandatory, the information presented will be informative, and the meeting is an opportunity to ask questions. All interested Contractors are encouraged to attend to be able to better prepare acceptable proposals.

#### 4. Questions and Clarifications of RFP Requirements

Following the Pre-Proposal Meeting, all questions concerning this RFP shall be submitted in writing; questions may be submitted until **5:00 pm on March 15<sup>th</sup>** to [RFP-BIDQuestions@RiverdaleParkMD.Gov](mailto:RFP-BIDQuestions@RiverdaleParkMD.Gov) and include the company's name, point of contact, e-mail and business addresses, and telephone number. Reference the specific section of the RFP in question. Questions submitted after March 15<sup>th</sup> will not be addressed. A written response to all questions will be posted on the Town's Website ([WWW.RiverdaleParkMD.Gov](http://WWW.RiverdaleParkMD.Gov)). Final written responses will be provided on **March 19<sup>th</sup>**.

Notices of changes, additions and/or deletions to the specifications in this RFP will be provided as addenda and posted on the Town's Website. It shall be the responsibility of all respondents to this RFP **to frequently visit the Town's Website at [www.RiverdaleParkMD.Gov](http://www.RiverdaleParkMD.Gov) (click Business and OPEN RFP/RFPS) to check for revisions and responses to questions.**

#### 5. Explanation to Prospective Proposers

Each Proposers shall carefully examine this RFP and any and all amendments, addenda, or other revisions, and thoroughly familiarize themselves with all requirements prior to submitting a proposal. Should a Proposer find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda, or revisions, or otherwise desire an explanation or interpretation of the RFP, amendments, addenda, or revisions, it must submit a request for an interpretation or correction in writing and convey it through the email address provided, no later than **5:00 pm on March 15<sup>th</sup>**. After the Pre-Proposal Meeting, any new or revised information will be provided via addendum to this RFP if in the sole discretion of the Town it is necessary in proffering a proposal or if the lack of it would be prejudicial to any other prospective Proposers.

#### 6. Proposal Submission, Security, and Irrevocability

- a. All proposals must be submitted **by email** no later than **noon on March 22<sup>th</sup>, 2024**. Any proposal received after this date and time will not be considered. Notwithstanding any other provisions of this RFP to the contrary, a late modification of an otherwise successful proposal that makes its terms more favorable to the Town may be considered at any time it is received and may be accepted. Email proposals to: [RFP-BIDQuestions@RiverdaleParkMD.Gov](mailto:RFP-BIDQuestions@RiverdaleParkMD.Gov); Subject Line: Proposal NO. RFP DPW 2024- 004.
- b. All price proposals must remain in effect for at least ninety (90) days from submittal. No Proposers may withdraw its proposal within sixty (60) days after the actual date of the opening. The Town reserves the right to accept proposals individually or collectively, to accept or reject any or all proposals, waive any informality, cancel the solicitation prior to opening proposals, or take whatever action is in the best interest of the Town. There is no guarantee, either expressed or implied, that an award of a contract will be made to any company.
- d. The Town may request additional information, samples, or presentations in support of proposals. Additionally, the Town may perform an interview with Contractors under

consideration to clarify any information provided, or to gather more evidence of managerial, financial, and technical abilities.

- e. A Proposer may submit only one proposal in response to this RFP. More than one proposal from an individual, firm or partnership, corporation, or association under the same or different names will not be considered and will be considered grounds for disqualification and/or rejection of the proposals involved unless prior approval has been given by the Town.
- f. The submission of a proposal will constitute a representation by the Proposer that they have complied with every requirement of this RFP.
- g. All submissions will be retained by the Town, except for proprietary or confidential financial information, and will become the property of the Town, and the Town has the right to distribute or use such information as it determines. **A Proposer must identify any part of a proposal submission that the Proposer deems to be proprietary or confidential.**
- h. The Town shall not bear or assume any financial obligations or liabilities regarding the preparation of any proposals submitted in response to the RFP.

## 7. Definition of Terms

- a. Change Order: A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of this RFP, or authorizing an adjustment in the Contract Price or Project schedule, after execution of the Contract.
- b. Contract Administrator: The Director of Public Projects and Services for the Town of Riverdale Park, or designee.
- c. Contractor: Company contracted for tree maintenance services.
- d. Notice to Proceed: Written communication issued by the Town to the Contractor authorizing them to proceed with the Work and establishing the date of commencement of the Work.
- e. Town: The Town of Riverdale Park.
- f. Town Manager: The Town Manager of the Town of Riverdale Park, or the Town Manager's designee.
- g. Work: All labor necessary to produce the Tree maintenance required by this RFP and all materials and equipment incorporated in the Work.

## 8. Town Tree Population

The Town of Riverdale Park is just under two square miles with a population of about 7,300, situated between the cities of Hyattsville and College Park. A recent tree inventory and condition survey of 2,371 Town trees conducted by a consultant determined that 55 percent of the tree population is healthy; 36 percent, fair; eight percent, poor; and less than one percent dead. Sixty-two percent of the young tree population, those eight years or less, is healthy. The Town's tree population is diverse, with Willow Oak (11%), Callery Pear (10%), Red Maple and Leyland Cypress (8% each), and Eastern Redbud (6%) being the prominent species. Genus composition includes Quercus (17%), Acer (14%), Pyrus (10%), xCupressocyparis (8%), and Prunus (6%). Family-wise, Fagaceae leads with 27%, followed by Rosaceae (20.5%), Sapindaceae (19%), Ulmaceae (10%), and Cupressaceae (3%), contributing to the biodiversity and resilience.

## 9. Scope of Services

This Scope of Work outlines the Tree Planting and Maintenance Services to be provided by the Contractor for the Town of Riverdale Park. The Contractor is required to adhere to the highest standards of tree care, following the State of Maryland guidelines and permitting requirements, and the ANSI A-300 Pruning Standards. The goal is to ensure the Town's trees are maintained using sustainable tree maintenance practices.

- A. Tree Planting and Maintenance - The Town of Riverdale Park is a recipient of a State Urban Tree Grant to install 150 trees. The Town has made tremendous efforts to grow its tree canopy. Another grant is supporting a tree inventory and management plan, soon to be completed. The Contractor will be expected to select appropriate trees for each site identified by the Town. Sites include locations within tree boxes of various widths and Town-owned properties.
1. The contractor shall provide all personnel, equipment, tools, tree stock, materials, and supervision necessary to ensure that trees are procured and installed professionally.
  2. The Contractor will procure and install trees on public streets, parks, and other Town-owned properties from April to November.
  3. Select native, high-quality trees for planting at the 150 locations identified by the Town; select trees from the State's list of trees native to Maryland.
  4. Follow the right tree in the right place strategy, in identifying a tree for each location considering form, shape, size at maturity, and the role or function in the landscape, to avoid unintended negative consequences especially conflicts with power lines and other obstructions or impacts on Town curbs and sidewalks, and adjacent properties.
  5. Prepare a list of trees for each location for review and approval by Town staff.
  6. Submit a Miss Utility location request ticket for every tree planting location with enough lead time to ensure that markings have been made before planting day.
  7. Acquire and plant trees per the tree planting and location list, conforming to ANSI Z60.1 standards, including but not limited to appropriate planting hole width and depth, appropriate backfilling, accurate root flare height relative to site grade,

adequate trunk straightness, adequate watering at installation, and appropriate mulch installation.

8. Haul away soil when needed to achieve the appropriate root flare level relative to the site grade. Apply at least 3 cubic feet of shredded hardwood mulch and install a mesh deer guard (tree guard) to protect the trunk. The type of deer guard and method for securing it are subject to approval by the Town. Trees will receive stakes when necessary to maintain trunk straightness. Stakes must be 2" x 2" hardwood and tie material should be soft and durable woven polypropylene or similar material that will not girdle the trunk and approved by the Town.
9. The Contractor shall provide watering services for trees planted in public spaces for the first growing season following planting; replacing all dead and distressed trees in the next appropriate season. The watering will be conducted such that a tree never goes more than two weeks without receiving either 1.25" of rain or a watering visit. The Contractor will provide all equipment needed for watering and will procure the water. Trees will be provided with a minimum of 10 gallons of water per inch of trunk caliper during each watering visit. Care will be taken to ensure that all water soaks into the root zone of the tree. A watering bag may be used if desired but is not required. If a watering bag is used, it shall be set to release all water to the soil within 24 hours.
10. The Contractor will report back to the Town on tree plantings after planting is completed. The report shall be provided within a week of planting being completed for the season and must include verification that all plantings went according to plan, the date each tree was planted, and any details on required adjustments to species or location approved by the Town that may have been necessary.

b. Tree Maintenance and On-Call Tree Removal Services and Pruning

1. Implement the Town's five-year tree maintenance plan which may be amended from time to time, including the following:
  - Crown Cleaning: including the removal of dead, diseased, obstructing, split, and/or broken branches that are 2 inches in diameter or greater, and limbs that are susceptible to failure should be thinned.
  - Crown Raising: including the removal of lower tree branches to allow for the safe movement of vehicles and pedestrians under the tree canopy and that obscure clear vision of traffic signs, limbs above the sidewalk that are lower than 8 feet, and limbs above the road that are lower than 18 feet.
  - Crown Reduction: including reducing the overall mass by thinning out the top and sides or just removing individual limbs of the tree from buildings, structures, and overhead utility wires.
  - Removal of dead, split, and broken branches.
  - Tree and stump removal as identified in the maintenance plan.
2. On-call tree removal, removal of dead branches, and pruning to avoid a hazard, as might be necessary.
3. Ground down of tree stumps below grade to remove all wood under the stump and any surface roots over 2" diameter, remove debris, and fill any remaining voids with



- topsoil, within 30 days of tree removal. The Contractor shall be responsible for requesting and marking all underground utilities before grinding stumps.
4. Add mulch to protect surface roots, excavating root collar from excess mulch or soil.
  5. Haul away and dispose of all tree debris including chips and logs. The Town, at its discretion, may request wood chips and logs to be disposed of at the Town Public Works yard or other Town property near the tree work.
  6. Clean-up of work areas shall be performed by the end of each day. The Contractor shall dispose of all resulting brush or chips. All brush or chips shall be taken to a designated and approved area outside of the Town's corporate limits, unless otherwise specifically requested by the Town as described above.
  7. Provide tree maintenance and removal services to Town residents upon request at the same unit prices reflected in the Town's agreement with the Contractor. This service to Town residents constitutes a private agreement between residents and the Contractor. The Town is not a party to the agreement or otherwise has any obligations to the resident or the Contractor.

#### **10. Other General Conditions**

- a. The Town shall only pay for work on Town trees.
- b. Specification of all work and materials is required to conform to the tree care operation standard approved by the Maryland Forest Service and follow the roadside tree care standards outlined in these regulations, as well as in conformance with the National Arborist Association's adoption of the ANSI A300 standards. Any proposed changes from these specifications shall be noted in the proposals.
- c. All overhead and underground electrical conductors and all communication wires and cables shall be considered energized with potentially fatal voltages. Only a qualified (certified) line-clearance tree trimmer or qualified line-clearance tree trimmer trainee shall be assigned to the work if it is found that an electrical hazard exists. A trainee shall be under the direct supervision of a qualified line-clearance tree trimmer. All work shall conform at the provisions and directives of the following portions of ANSI Z133-2017– General; and 5.2 - Working in proximity to electrical hazards.
- d. The Contractor is responsible for notifying all public agencies and utilities affected by their work, as prescribed by said agencies, including but not limited to Washington Gas, PEPCO, Verizon, Comcast, and WSSC.
- e. Credentials shall include a valid MD Tree Expert License and at least one ISA Certified Arborist on staff.
- f. All applicable federal, state, and local traffic control laws and regulations must be followed, and appropriate personnel trained and certified when required. Appropriate control of traffic is also required.
- g. The Town anticipates that some of this work to require the use of bucket trucks and tree-climbing personnel.
- h. Hours of operations for neighborhood work will be limited to 9:00 am to 5:00 pm, Monday through Friday, except Town holidays. Weekend work within these hours may be approved if cost-effective and beneficial to the Town. Bidders should specify in their bids whether they will seek weekend work and how that will be beneficial to the Town.

- i. Contractors should note that the Town will post areas with “No Parking” signs. The Contractor must notify the Town at least three (3) weekdays (excluding Town holidays) in advance, five (5) weekdays will be preferred, and must specify the required area for “No Parking” signs to be posted and the date that the tree work will occur. It is understood that weather may affect tree work operations.

## **11. Key Tree Standards:**

- a. Branch Removal: All branches designated for removal must be cut back to a live side branch that is at least one-third the diameter of the severed branch.
- b. Pruning Technique: Cuts must be made close to the trunk or parent limb without damaging the branch collar or leaving a protruding stub.
- c. Pruning Cuts: All pruning cuts are to be left unpainted to facilitate natural healing.
- d. Dead Wood Removal: Dangerous dead wood and broken limbs within the work area must be removed to ensure public safety.
- e. Climbing Restrictions: The use of climbing hooks or spurs is strictly prohibited to prevent tree damage.
- f. Aesthetic Maintenance: Care must be taken to maintain the trees in a visually pleasing shape.
- g. Repair of Damage: Previously improper cuts and broken branches should be corrected.
- h. Tool Use: Pruning cuts must be made with appropriate tools, based on limb size.
- i. Sucker Growth: Remove all sucker growth unless directed otherwise by the Contract Administrator.
- j. Clearance from Structures: Ensure a minimum 10-foot clearance around the perimeter of any nearby structures.
- k. Co-dominant Leader Management: Removal or reduction decisions will be based on tree species, size, and overall health.
- l. Condition Assessment: Trees in poor condition must be reported for a determination on pruning or removal.
- m. The Contractor is expected to execute all tasks with the utmost professionalism, ensuring each aspect of tree maintenance meets the specified standards and contributes positively to the community's environment. This SOW serves as a guideline for maintaining the urban tree canopy in a healthy, safe, and aesthetically pleasing manner.

## 12. Submission Specifications

All submissions shall include the following information:

1. Description of the Proposer's ability to satisfactorily perform the required work including:
  - A brief profile of the Proposer, including the types of services offered; years in business (a minimum of seven years is required); form of the organization (corporation, partnership, or sole proprietorship); number and location of offices; and total number of employees;
  - A description of specialized training, experience and professional competence in the areas directly related to the services being offered; and
2. Proposal Identification Cover Page
3. Attachment A: Receipt of Addenda. All Proposers are required to complete and submit Attachment A, acknowledging that it has received all addenda provided as part of the submission.
4. Attachment B: List of Subcontractors.
5. Attachment C: Proposal Form: signed by the Proposer's official who is authorized to bind the offeror to the terms of the proposal and who will have contractual responsibility with the Town. Include the legal name of company, corporate address, telephone number and email address of the official, and the office to which this project will be assigned (if the Proposer operates from more than one location); and an overview of the history of the company, years in business, the disciplines that the proposer is offering to provide and a brief description of the specialties of subcontractors the Proposer anticipates using.
6. Attachment C1: Proposal Form Price Authorization attesting that all required information has been submitted.
7. Attachment D1: Price Proposal Form – Tree Planting, Watering and Maintenance.
8. Attachment D2: Price Proposal Form – Tree Maintenance and On-Call Services
9. Attachment E: References for completed work similar to the Scope of Services, completed within the last five (5) years.
10. Attachments F: Non-Collusion Affidavit; G: False Pretenses Affidavit; H: Affidavit of Non-Conviction; and, I: Certification of Non-Suspension.

## 13. Additional RFP Provisions

1. The Contractor shall pay all sales, consumer, use and other similar taxes required by applicable law to be paid with respect to the work performed or the materials or equipment furnished. The Town is exempt from the State of Maryland Sales Tax with respect to items purchased directly.
2. List any lawsuits or arbitration proceedings that have been initiated by or against your Company in the past five years. Briefly state the nature of the action and the outcome.
3. The Town may request additional information, samples, or presentations in support of this RFP. Additionally, the Town may interview the Company's representatives under

consideration to clarify any information provided, or to gather more evidence of managerial, financial, and technical abilities.

4. A Company shall submit only one proposal in response to this RFP. More than one proposal from an individual, Company or partnership, corporation, or association under the same or different names will not be considered and will be grounds for disqualification and/or rejection of the companies involved, unless prior approval has been given by the Town. All submissions will be retained by the Town except for proprietary financial information. The submissions will become the property of the Town and the Town has the right to distribute or use such information as it determines.
5. The Town shall not bear or assume any financial obligations or liabilities regarding the preparation of any proposals submitted in response to this RFP.
6. Each Contractor shall carefully examine this RFP and any and all amendments, addenda, or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a proposal. Should a Company find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, amendments, addenda, or revisions, it must submit a request for an interpretation or correction in writing and convey it through email. Any information given to a Company concerning the solicitation will be posted as an addendum on the Town's Website if in the sole discretion of the Town it is necessary in proffering proposals or if the lack of it would be prejudicial to any other prospective Company.

## **14. Insurance Requirements**

- A. The Company shall provide proof of compliance with State law as to workers' compensation and unemployment insurance, and of adequate comprehensive general liability insurance (bodily injury of \$1,000,000.00 for each occurrence/aggregate; property damage of \$500,000.00 for each occurrence/aggregate) and automobile fleet coverage (\$1,000,000.00 for each occurrence/aggregate; property damage of \$500,000.00 for each occurrence/aggregate). The Company shall indemnify and save harmless the Town, its officers, agents, servants, and employees, from all suits, actions, and damages or cost of every kind and description arising directly or indirectly out of the performance of the Contract, including attorneys' fees, whether caused by actions or omissions on the part of the Company, its agents, servants and employees, or other causes.
- B. The Town shall be named as an additional Insured on the Comprehensive General Liability Insurance, the Automobile Fleet Insurance, and the Property Damage Insurance.
- C. A Certificate of Insurance shall be provided to the Town by the Company within five business days after the award of the contract and in any event prior to commencing work under the contract. The Certificate shall demonstrate that the

Company has complied with the requirements of this section and be in a form acceptable to the Town.

D. Liability insurance on all major divisions of coverage for each and every Company and subcontractor shall be required for the length of the contract. The Company and all subcontractors must supply evidence of insurance upon request. Each Company agrees to assist in every manner possible in the reporting and investigation of any accident, and upon request, agrees to cooperate with all interested insurance carriers in the handling of any claim or suit. The Company shall be prepared to show evidence of insurance as required by the Town included herein, prior to the to the execution of any contract. The Company shall provide the Certificate of Insurance to the Finance Department. Failure to provide an acceptable Certificate of Insurance with the timeframe stated above shall be cause to terminate the contract. The Certificate shall state that such insurance is in full force and cannot be cancelled or released except upon thirty (30) days after written notice to the Town. If any of the stated coverages expire during the term of this contract, the Company shall deliver renewal certificates to the Town at least ten (10) calendar days prior to the expiration.

## **15. Protest**

Any Proposer with a concern about the final award may submit a protest to the Town Manager. Bid protests must be submitted in writing within five (5) working days following the official public announcement of the contract award.

## **16. Performance Bond**

A Performance Bond will be required in the amount of One Hundred (100) percent of the contract price covering faithful performance of the contract, made out to the Town of Riverdale Park within ten (10) calendar days following the issuance of the executed Task Order Contract. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Maryland.

## **17. Evaluation Criteria**

Companies must submit a proposal on the entire project. In determining which proposal best meets the Town's expectations, a Review Committee comprising Town staff will take into consideration the specifics of the proposal, proposal prices, and the experience, qualifications, capacity, references and past performance, responsibility, and financial resources of the Company to perform the work. The Town reserves the right to reject any or all proposals, and to exercise its sole discretion to best serve the interests of the Town. The Town reserves the right to cancel the Award of the Contract at any time prior to the execution of the contract without liability on the part of the Town.

## **18. Liquidated Damages**

The Town will include a liquidated damages provision in the Contract. If the Work is not completed as provided, the Town will assess, and the Contractor shall pay liquidated damage in the amount of \$250.00 for each calendar day until final completion and shall be deducted from any money due the Contractor. The Town and Contractor agree that actual damage due to delay in completion would be difficult or

impossible to ascertain at the time the Task Order is executed and that the amount of liquidated damages herein provided for is adequate as a measure thereof and not as a penalty or forfeiture.

## **19. Execution of the Contract**

The Contractor selected will be expected to sign an Agreement within ten (10) business days after receipt of the Agreement and submit such other documents as required by the contract including required insurance certificates. Failure to execute an Agreement and submit such other documents as required shall be just cause for annulment of the Award. If the awardee fails to execute the Agreement as herein provided, the award may be annulled and the contract awarded, at the discretion of the Town, to another Contractor, and such Contractor shall fulfill every stipulation embraced herein, as if he/she were the original party to whom the award was made, or the Town may reject all of the proposals, as its interest may require.

## **20. Diversity and Inclusion**

The successful Contractor is expected to comply with the Town's Diversity and Inclusion Statement (**Exhibit B**).

**ATTACHMENT A: Acknowledgement of Addendum**

THE VENDOR HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING  
ADDENDUM.

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

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

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

**ATTACHMENT B: List of Subcontractors**

<b>Company Name</b>	<b>Expertise</b>	<b>Role on Project</b>



## ATTACHEMENT C: Proposal Form

In order to qualify for this project, the Company must submit this form affixed to the front of the Transmittal Letter.

Company Name:

---

President/CEO Name:

---

Address:

---

City, State and Zip:

---

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Years in Business: \_\_\_\_\_

Business Structure: ( ) Partnership ( ) Corporation ( ) Sole Proprietor

Types of services provided and technical details that qualify the Company to perform the work (add pages as needed):

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## **ATTACHMENT C 1: Proposal Form Price Authorization**

By signing this proposal form, such action certifies that the Company has personal knowledge of the following:

1. That said Company has examined this RFP and specifications, carefully prepared the proposal form, and has checked the same in detail before submitting said proposal; and that said Company, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in connection with this proposal.
2. That all of said work will be performed at the Company's own proper cost and expense. The Company will furnish all necessary materials, labor, tools, machinery, apparatus and other means of Tree Maintenance in the manner provided in the applicable specifications, and at the time stated in the contract.
3. The undersigned, being a reputable company hereby submits in good faith and in full accordance with all specifications, attached or integral, their Proposal:

Authorized Signature:

---

Printed Name and Title of Signatory:

---

Date: \_\_\_\_\_

SEAL: (If corporation)

**ATTACHMENT D1: Price Proposal – Tree Planting, Watering and Maintenance**

Item	Unit Price
Tree Purchasing (1”5 - 2”5 caliber native trees)	
Tree Planting (150 trees)	
Tree Watering	
Structural Pruning	
<b>Total</b>	

**ATTACHMENT D2: Price Proposal – Tree Maintenance and On-Call Services**

<b>CATEGORY 1 – TREE AND STUMP REMOVAL</b>		<b>Unit of Measure</b>	<b>Unit Price</b>
<b>DBH (Diameter at Breast Height)</b>			
<b>*EA = Removal of One Tree &amp; Stump</b>			
<b>1</b>	<b>0-5 inches</b>	<b>EA</b>	<b>\$</b>
<b>2</b>	<b>6-11 inches</b>	<b>EA</b>	<b>\$</b>
<b>3</b>	<b>12-17 inches</b>	<b>EA</b>	<b>\$</b>
<b>4</b>	<b>18-23 inches</b>	<b>EA</b>	<b>\$</b>
<b>5</b>	<b>24-35 inches</b>	<b>EA</b>	<b>\$</b>
<b>6</b>	<b>36-49 inches</b>	<b>EA</b>	<b>\$</b>
<b>7</b>	<b>50-59 inches</b>	<b>EA</b>	<b>\$</b>
<b>8</b>	<b>60 + inches</b>	<b>EA</b>	<b>\$</b>
<b>CATEGORY 2 – TREE REMOVAL ONLY</b>		<b>Unit of Measure</b>	<b>Unit Price</b>
<b>DBH (Diameter at Breast Height)</b>			
<b>*EA = Removal of One Tree</b>			
<b>9</b>	<b>0-5 inches</b>	<b>EA</b>	<b>\$</b>
<b>10</b>	<b>6-11 inches</b>	<b>EA</b>	<b>\$</b>
<b>11</b>	<b>12-17 inches</b>	<b>EA</b>	<b>\$</b>
<b>12</b>	<b>18-23 inches</b>	<b>EA</b>	<b>\$</b>
<b>13</b>	<b>24-35 inches</b>	<b>EA</b>	<b>\$</b>
<b>14</b>	<b>36-49 inches</b>	<b>EA</b>	<b>\$</b>
<b>15</b>	<b>50-59 inches</b>	<b>EA</b>	<b>\$</b>
<b>16</b>	<b>60 + inches</b>	<b>EA</b>	<b>\$</b>

<b>CATEGORY 3 – STUMP REMOVAL ONLY</b>		<b>Unit of Measure</b>	<b>Unit Price</b>
<b>17</b>	<b>Cost per inch (average stump size 20”)</b>	<b>IN</b>	<b>\$</b>
<b>CATEGORY 4 – TREE TRIMMING</b>		<b>Unit of Measure</b>	<b>Unit Price</b>
<b>*EA = One Tree Trimmed</b>			
<b>18</b>	<b>0-6 inches</b>	<b>EA</b>	<b>\$</b>
<b>19</b>	<b>7-12 inches</b>	<b>EA</b>	<b>\$</b>
<b>20</b>	<b>13-18 inches</b>	<b>EA</b>	<b>\$</b>
<b>21</b>	<b>19-24 inches</b>	<b>EA</b>	<b>\$</b>
<b>22</b>	<b>25-30 inches</b>	<b>EA</b>	<b>\$</b>
<b>23</b>	<b>31-36 inches</b>	<b>EA</b>	<b>\$</b>
<b>24</b>	<b>37-42 inches</b>	<b>EA</b>	<b>\$</b>
<b>25</b>	<b>43 + inches</b>	<b>EA</b>	<b>\$</b>
<b>Total (USD)</b>			<b>\$</b>

**ATTACHMENT E: References:**

List three (3) references with whom you have had similar contracts during the past five (5) years. These references must be included with the proposal.

1. Name of Client: \_\_\_\_\_

Name and Title of Client's Primary Contact:

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

Contact's Telephone Number: \_\_\_\_\_

Contact's Email: \_\_\_\_\_

Brief description of the types of services provided, the location where the services were provided, and dates of service:

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

2. Name of Client: \_\_\_\_\_

Name and Title of Client's Primary Contact:

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

Contact's Telephone Number: \_\_\_\_\_

Contact's Email: \_\_\_\_\_

Brief description of the types of services provided, the location where the services were provided, and dates of service:

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

3. Name of Client: \_\_\_\_\_

Name and Title of Client's Primary Contact:

\_\_\_\_\_

\_\_\_\_\_

Contact's Telephone Number: \_\_\_\_\_

Contact's Email: \_\_\_\_\_

Brief description of the types of services provided, the location where the services were provided, and dates of service:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**ATTACHMENT F: Non-Collusion Affidavit**

I, \_\_\_\_\_, being duly sworn on oath, deposes and says:

That they are the \_\_\_\_\_ (Owner, Partner, Title if on behalf of a Corporation) of \_\_\_\_\_, (Name of Business, Corporation or Partnership)

the party submitting the foregoing Proposal; that (he has not) (no officer of the said Corporation has) (no partner of the said Partnership has) nor has any person, Company or corporation acting on (their) (its) behalf; agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Proposal being submitted herewith; and that {he/she} (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Proposal Price of the Contractor herein or any competitor, or otherwise taken any action in restraint of free competitive proposal in connection with the contract for which the within Proposal is submitted; that in making this Affidavit, the affiant represents that he/she has personal knowledge of the matters and facts herein stated. The Affiant hereby declares and affirms under the penalties of perjury that the foregoing is true to the best of their knowledge and information.

To be signed by Contractor, if the Contractor is an Individual; or by a Partner, if the Contractor is a Partnership; or by a duly authorized Officer, if the Contractor is a Corporation.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

(SEAL if a Corporation)

**ATTACHMENT G: False Pretenses Affidavit**

I, \_\_\_\_\_, the undersigned \_\_\_\_\_  
(Office Held)

of \_\_\_\_\_, being first duly sworn on oath, (Name of  
Business Entity)

affirms and says this \_\_\_\_\_ day of \_\_\_\_\_, 2019, that I hold

the aforementioned office in \_\_\_\_\_.  
(Name of Business Entity)

I FURTHER ATTEST, under the penalties of perjury, that neither I, nor to the best of my knowledge, information and belief, the above Business Entity nor any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the Town, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.

To be signed by Contractor, if the Contractor is an Individual; or by a Partner, if the Contractor is a Partnership; or by a duly authorized Officer, if the Contractor is a Corporation.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

(SEAL if a Corporation)

## ATTACHMENT H: Affidavit of Non-Conviction

I hereby affirm company that:

- (1) I am the \_\_\_\_\_ (Title) and duly authorized representative of \_\_\_\_\_ (Name of Business Entity) whose address is \_\_\_\_\_ and that I possess the legal authority to make this affidavit on behalf of myself and the Company for which I am acting.
- (2) Except as described in Paragraph 6 below, neither I nor the above Company nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and
- (3) Except as described in Paragraph 6 below, neither I nor the above Company nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted under a State or federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; and
- (4) Except as described in Paragraph 6 below, neither I nor the above Company nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.
- (5) Except as described in Paragraph 6 below, neither I nor the above Company nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services, Tree maintenance related services, leases of real property, or Tree maintenance have debarred or suspended under this subtitle.
- (6) State "none" or, as appropriate, list any conviction, plea or admission described in Paragraphs 2 through 5 above, with the date, court, official or administrative body, the individuals involved and their position with the Company, and the sentence or disposition, if any.

**I acknowledge that this affidavit is to be furnished, where appropriate, to the Town of RIVERDALE PARK, Maryland, under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and**

**correct, the Town of RIVERDALE PARK may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the Town.**

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

Signature\_\_\_\_\_ Date\_\_\_\_\_

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

## **ATTACHMENT I: Certificate of Non-Suspension**

I, \_\_\_\_\_, do hereby  
certify that \_\_\_\_\_  
has not been suspended or \_\_\_\_\_ (Name of Contractor )  
barred from participation in contract activities with any government.

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_