

**SPECIFICATIONS  
FOR  
PROPERTY MAINTENANCE BIDS  
FOR  
THE TOWN OF EASTON  
MARYLAND 21601**

**TOWN OF EASTON BUILDING DEPARTMENT  
14 S. HANSON ST.  
EASTON, MARYLAND 21601**

**May 6, 2008**



**TOWN OF EASTON PUBLIC NOTICE**

## INVITATION TO BIDDERS

**TITLE:       PROPERTY MAINTENANCE**

**DATE:        May 6, 2008**

**Sealed Bids** for this work shall be accepted by the Town of Easton, 14 S. Harrison St. Easton, Maryland, 21601 until **10:00 a.m.** local time on **Tuesday 27th, of May, 2008**, at which time they shall be opened and read aloud.

**The Scope of Work** consists of cutting lawns and fields. Grass, hedge, and tree trimming. Removing of trash and debris. Property to be cut will be those belonging to citizens of the Town of Easton who after receiving a notice of correction have failed to comply and the properties continue to have tall grasses and weeds. Minor trash and debris shall be removed prior to any cutting activity. Lawns with excessive trash and debris may be cleaned up on a per ton basis. Work is to be completed within 48 hours from notice to proceed on a given property.

**Specifications and Other Contract Documents** may be obtained at the Town of Easton Building Inspection Department located at 14 S. Harrison St. Easton, Md. 21601

**The Town of Easton** reserves the right to reject any or all bids or to accept any bid, or portions thereof, when in their judgment, the public will be better served.

TOWN OF EASTON BID FORM

Town of Easton
14 S. Harrison St.
Easton, Maryland 21601

TITLE: Property Maintenance

OPENING: Tuesday May 27, 2008 @ 10:00 P.M. LOCAL TIME

Proposal of \_\_\_\_\_ (hereinafter called "Bidder",
organized and existing under the laws of the State of \_\_\_\_\_ doing business as
\_\_\_\_\_)>(\*Insert "a corporation," "a partnership," "a joint
venture," or "an individual," as applicable)

Bidder hereby submits proposal for the above titled work. Having carefully examined the specifications for the
work and have received clarification on all items of conflict or upon which any doubt arose, the undersigned
hereby agree(s) to furnish all labor, material and equipment required to complete work in strict accordance with
the contract documents. Bidder also understands that the Town of Easton has the right to delete any portion of
the work herein described and Bidder shall perform other approved items of the contract accordingly.

Bidder acknowledges receipt of the following addenda:

Bidder hereby agrees to perform all the work described in the specifications for the stipulated sum of:

Bushhog and trimming per 1/4 acre
\_\_\_\_\_ Dollars (\$\_\_\_\_\_) Min. Charge \$\_\_\_\_\_
Written Figures

Lawn mowing and trimming per 1/4 acre
\_\_\_\_\_ Dollars (\$\_\_\_\_\_) Min. Charge \$\_\_\_\_\_
Written Figures

Hedge and tree trimming per hour
\_\_\_\_\_ Dollars (\$\_\_\_\_\_) Min. Charge \$\_\_\_\_\_
Written Figures

Precutting examination & flagging per 1/4 acre
\_\_\_\_\_ Dollars (\$\_\_\_\_\_) Min. Charge \$\_\_\_\_\_
Written Figures

Brush removal per ton
\_\_\_\_\_ Dollars (\$\_\_\_\_\_) Min. Charge \$\_\_\_\_\_
Written Figures

Debris removal per ton
\_\_\_\_\_ Dollars (\$\_\_\_\_\_) Min. Charge \$\_\_\_\_\_
Written Figures

If at the time this Contract is to be awarded, the lowest bid(s) submitted by a responsible bidder(s) does not exceed the amount of funds estimated by the Town as available to finance the Contract, the Contract shall be awarded. If such bid(s) exceeds such amount, the Town may elect to reject all bids. The Town of Easton reserves the right to select the proposal, which will, in its judgement, best serve the public interest. It is understood that the bid price will be firm for a time period of ninety (90) calendar days from the bid opening date. If the undersigned is notified of the acceptance of this proposal within this time period, he agrees to execute a contract for the above stated compensation and supply all required bonds, insurance forms, workmen's compensation and related documents within (10) calendar days of the notification, and to guarantee the completion of this work in \_\_\_\_\_ calendar days of notice to proceed on any given property address.

Affidavits I and II are to be submitted by all bidders with the Bid Form. All submittals called for in the contract documents must be attached hereto.

(Construction Firm License Number)	(Date Issued)	(Place of Issue)
Federal Employer I.D. Number	_____ - ____ - _____	
Or if not an employer,		
Social Security Number	_____ - ____ - _____	

***SUBCONTRACTOR/SUPPLIER LISTING***

The following Subcontractors/suppliers will be employed by this contract:

No.	Type of Work	Subcontractors Address/Phone	Percent of Work
_____	_____	_____ _____ _____	_____
_____	_____	_____ _____ _____	_____
_____	_____	_____ _____ _____	_____
_____	_____	_____ _____ _____	_____

List all subcontractors/suppliers whose percent of work is 2% or greater. Types of work not listed indicate that the Contractor intends to perform the work with his own force. The Contractor shall not award work to subcontractor(s) in excess of fifty (50%) percent of the total contract price, without written approval from the Town of Easton.

**AFFIDAVIT I**

**TITLE:           Property Maintenance**

**NON-COLLUSION CERTIFICATE**

---

---

**COUNTY OF:** \_\_\_\_\_

**STATE OF:** \_\_\_\_\_

Before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared \_\_\_\_\_ and made oath in due form of law that the Respondent herein, his Agents, servants and/or employees, to the best of his knowledge and belief, have not in any way colluded with anyone for and on behalf of the Respondent, or themselves, to obtain information that would give the Respondent an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Respondent, or themselves, to gain any favoritism in the aware of the Contract herein.

\_\_\_\_\_  
(NOTARY PUBLIC)

**AFFIDAVIT II**

**TITLE:                   Property Maintenance**

**DISCLOSURE OF INTEREST BY PERSONS DOING BUSINESS WITH TOWN OF EASTON**

---

---

The undersigned does hereby declare that no officer or employee of the Town of Easton, whether elected or appointed has in any manner whatsoever any interest in or has received prior to hereto or will receive subsequent hereto any benefit, monetary or material consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the Town in connection with the contract, job, work, or service for the Town, excepting, however, the receipt of dividend or corporation stock.

I, we, do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavit are true and correct to the best of my knowledge, information and belief.

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINTED NAME AND TITLE**

**FIRM NAME AND ADDRESS** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TELEPHONE NUMBER** \_\_\_\_\_

**FAX NUMBER** \_\_\_\_\_

**GENERAL CONDITIONS FOR ALL SEALED PROPOSALS  
INVITATION FOR PROPOSALS**

Sealed Proposals addressed to the Town of Easton for furnishing and delivering:

**TITLE:           PROPERTY MAINTENANCE**

Proposals will be received at the Town of Easton, 14 S. Harrison St., Easton, Maryland 21601 until **10:00 am** Local Time on **Tuesday, May 27, 2008**, at which time and place they will be opened and read aloud.

**GENERAL INSTRUCTIONS**

**1. INSTRUCTIONS, FORMS AND SPECIFICATIONS:**

***Instructions, forms and specifications may be obtained in person or by mail from the Building Department of the Town of Easton, 14 S. Harrison St. Easton, MD. 21601***

- a. All proposals are to be submitted on and in accordance with bid forms for this purpose, which are attached hereto. Proposals shall be addressed to the Building Department Town of Easton, 14 S. Harrison St. Easton, Maryland 21601 and shall be mailed or hand delivered at anytime before the scheduled opening. Hand delivery of proposals, prior to the scheduled opening, shall be made to the Office of the Code Official at the stated address during normal business hours (8:30 a.m. to 4:00 p.m.).
- b. All proposals shall be submitted in sealed, plainly-marked envelopes supplied by respondent. Envelopes shall clearly state Project Title, Bid Date and Time and Name of Respondent.
- c. Each proposal shall be accompanied by a notarized affidavit (Non-Collusion Oath) executed by the respondent, or in case the respondent is a corporation, by a duly authorized representative of said corporation.
- d. Additional information or clarifications of any of the instructions or information contained herein may be obtained from the Building Department.
- e. Any respondent finding any discrepancy in, or omission from the specifications, in doubt as to their meaning, or feeling that the specifications are discriminatory, shall notify the Code Official in writing immediately, but not later than five (5) days prior to the scheduled opening of proposals. Exceptions, as taken, in no way obligate the Town to change the specifications. The Code Official shall notify all respondents in writing by addendum duly issued, or any interpretations made of specifications or instructions.
- f. The Town assumes no responsibility for oral instructions or suggestion. All official correspondence in regard to the specifications shall be directed to and shall be issued by the Code Official or his assignee.

## 2. **TOWN OF EASTON CONTRACTOR EVALUATION AND SELECTION PROCESS**

a. The Town of Easton shall review the qualifications of respondents and shall uniformly evaluate them. An objective process shall evaluate qualifications. Said process may include the appointment of a review committee, which, to the extent practicable, should include persons with appropriate skills. Criteria to be considered in the evaluation of respondents for submission of proposals should include:

- i. Specialized experience and professional competence.
- ii. Past record of performance on contracts with the Town of Easton or with other entities.
- iii. Capacity of the respondent to perform the work.

### ***iv. Avoidance of personal and organizational conflicts of interests prohibited under State and local law.***

b. Information obtained in these evaluations shall be treated as confidential except when Federal, State or local law requires disclosure.

c. At no time during the entire procurement process shall information, which would provide an unfair competitive advantage, be conveyed to any candidate.

d. The Town's evaluation must be made solely on the basis of the technical and other evaluation criteria stated in the solicitation. These evaluating factors should include, as appropriate, the following factors:

- i. The quality of the work (or items) to satisfy minimum project needs;
- ii. Prices quoted, and consideration of other prices for the same or similar items or work;
- iii. The business reputations, capabilities, responsibilities and past performance of the respective persons or firms who submitted proposals;
- iv. Delivery requirements;
- v. Capacity to perform work within required time limits;
- vi. Requirements for the avoidance of personal and organizational conflicts of interest.

## 3. **AWARD OF CONTRACTS**

a. The Town of Easton shall award all contracts in accordance with recommendations of the Town Manager, the Code Official and the review committee (if deemed necessary) pursuant to the review process described above. This contract shall be entered into no earlier than Five (5) days after the public opening of proposals.

b. Any other considerations for the award will be stated on the specifications and proposal.

#### **4. RESERVATIONS**

- a. The Town of Easton reserves the right to reject any or all Proposals or portions thereof, when in their reasoned judgement, the public interest will be served thereby.
- b. The Code Official, with the approval of the Town Manager, may waive formalities or technicalities in proposals as the interest of the Town of Easton may require.
- c. The Code Official may waive differences in specifications, provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased, nor increase maintenance and repair cost to the Town.

#### **5. DISPUTES**

In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Town Manager, Code Official, or authorized representatives, shall be final and binding on both parties.

#### **6. AUTHORITY**

Instructions, specifications, and proposals are issued, and all bids, quotations, orders and purchases are made pursuant and subject to the authority of the Town of Easton.

#### **7. EXCEPTION**

The submission of a proposal shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various proposal documents unless specifically noted otherwise in the proposal.

#### **8. LIABILITY**

Upon awarding contract and prior to starting work the contractor will be asked to sign Liability and Indemnification form.