

LAWN MAINTENANCE BID INFORMATION

NOTICE TO INTERESTED BIDDERS

Attached are the descriptions of those locations that require grass-cutting and miscellaneous maintenance. Each description includes an anticipated work schedule that only serves as a guide in helping you prepare the bid. The actual work schedule will most likely vary due to the uncertainty of the weather conditions. The Town does not require grass clippings to be bagged unless specified, but the successful bidder shall take care to remove large clumps of grass and sweep walkways in order to maintain a neat appearance. The use of mulching mowers is acceptable.

Over the life of the contract, various areas may be landscaped or lawns may be reseeded separately from this contract. If that occurs, the contract payments will be renegotiated for the particular parcel due to the lawn or landscaped areas being enlarged or reduced or due to the mowing schedule being suspended while new grass is established. Therefore, it is required that bids be submitted by parcel in order to establish a basis for these negotiations.

Please use the attached bid form when submitting your bid. The bid should be prepared on a yearly job basis by parcel, not an hourly basis. The successful bidder shall be awarded a 36-month contract beginning July 1, 2025, and ending June 30, 2028, with two one-year options. The option years will be negotiated by March 31, 2028, and March 31, 2029.

Bidders must submit a list of references.

The Contractor shall maintain and keep in force during the term of this Contract and throughout any extension thereof the following types of insurance in at least the limits specified below. All insurance policies must be from insurers authorized to conduct business within the State of Maryland. The insurance companies must also have a Best's Rating of at least "A-" and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports. All insurance policies shall be endorsed to provide at least forty-five (45) days prior written notice of cancellation and non-renewal to The Commissioners of Leonardtown. All required certificates of insurance shall eliminate the wording "endeavor to" and "but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents, or representatives" from the cancellation provision. Certificates of insurance shall be delivered to the Town within ten (10) business days after the written notice of award and shall be approved by the Town's Attorney prior to the execution of the contract.

- Workers Compensation and Employers Liability Insurance

The Contractor shall keep in force during the life of the Contract the statutory Workers Compensation and Employer's Liability Insurance of \$1,000,000 per accident for all of his employees to be engaged in work on the project under the Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

- Commercial General Liability Insurance

This insurance must be written on an "occurrence" basis, responding to claims arising out of occurrences that take place during the policy period. The Commissioners of Leonardtown are to be included as an additional insured. The commercial general liability form should provide limits of at least the following:

\$1,000,000 for each occurrence of bodily injury and property damage,
\$2,000,000 annual aggregate.

- Automobile Liability Insurance

This insurance should apply to any auto, including all owned, hired, and non-owned vehicles, to a combined single limit of at least \$1,000,000 for each accident. Any statutorily required "No-Fault" benefits and uninsured/underinsured motorist coverage should be included.

A pre-bid conference is scheduled for 9:00 a.m., April 15, 2025, at the Town Hall, 22670 Washington Street. You should familiarize yourself with the sites by using the attached map prior to the pre-bid conference.

Sealed bids, addressed to the Procurement Manager, will be received at the Town Hall until 10:00 a.m., May 1, 2025, and then the bids will be publicly opened and read. It is anticipated that the contract will be awarded on May 12, 2025, at the monthly Town Council meeting. Though price is the primary consideration, the Town is not obligated to accept the lowest bid.

LAWN MAINTENANCE CONTRACT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2025 by and between the COMMISSIONERS OF LEONARDTOWN, a municipal corporation, having offices at 22670 Washington Street, Leonardtown, Maryland (TOWN) and _____ (CONTRACTOR).

WHEREAS, the TOWN desires to engage the CONTRACTOR and the CONTRACTOR is willing to provide such services,

NOW, THEREFORE, and in consideration of the mutual covenants and conditions contained herein, the parties hereto hereby agree as follows:

1. The CONTRACTOR shall perform all work as defined in the attached "Scope of Services."
2. The TOWN shall pay the CONTRACTOR annually an amount not to exceed:

The CONTRACTOR shall be paid 36 monthly payments for the period July 1, 2025, through June 30, 2028. In the event the contractor fails to provide the maintenance as directed in the parcel descriptions and scope of services for lawn maintenance bids description, the Town may adjust the payments accordingly.
3. The CONTRACTOR shall maintain and keep in force during the term of this Contract and throughout the extension thereof the types and amounts of insurance in at least the limits as specified in the Notice to Interested Bidders.
4. The CONTRACTOR agrees to make itself available for progress or planning meetings with the TOWN or its representative during the contract term, especially at budget preparation time.
5. Records shall be maintained by the CONTRACTOR for a period of three years. The TOWN may audit the records, as necessary.
6. In providing the services the CONTRACTOR shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments.
7. The CONTRACTOR agrees not to discriminate against any employee or applicant for employment to be employed in the performance of such contract, with respect to their hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of their race, color, religion, national origin, age, sex, height, weight, or marital status.
8. The CONTRACTOR agrees to take affirmative action in hiring, training, and promoting minority group persons and women to bring about reasonably representative integration of their employees.
9. The CONTRACTOR shall not assign any interest in this Contract and shall not transfer any interest in this Contract without the prior written consent of the TOWN.
10. The TOWN may terminate the Contract at any time by giving written notice to the CONTRACTOR, and in that event, the CONTRACTOR shall be paid only a portion of its contract compensation as has actually been incurred as of the date that such written notice is delivered to the CONTRACTOR.

11. The CONTRACTOR may terminate the Contract by giving 60 days written notice to the TOWN. In that event, the CONTRACTOR shall be paid only a portion of its contract compensation as has actually been incurred as of the effective date of such written notice.
12. The CONTRACTOR, at all times, shall observe and comply with all Federal, State, Local, and/or Municipal laws, ordinances, rules, and regulations in any manner affecting the work, and all such orders or decrees as may exist at present and those which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work when required by law to secure any permits or licenses to carry on any operation or operations in connection with the performance of this contract and/or to act under the direction or supervision of the Town Council, its agents and employees in connection with any such operation or operations.
13. The CONTRACTOR shall be held solely responsible for any and all damages of any kind whatsoever suffered by any of the residents of the Town of Leonardtown or anyone else by reason of any actions or omission of the CONTRACTOR, its officers, director, employees or agents. The CONTRACTOR hereby agrees to defend, indemnify, and save harmless the Town of Leonardtown from and against any liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including attorneys' fees, incurred by, or asserted or imposed against. By March 31st of each year of the contract, the CONTRACTOR shall provide evidence to the TOWN that he has obtained general liability, vehicle, and workman's compensation insurance covering the above for the upcoming fiscal year.

CONTRACTOR

Corporation Name: _____

Address: _____

City, State, Zip: _____

By: _____

Title: _____

Signature: _____

TOWN OF LEONARDTOWN

By: _____
Laschelle E. McKay, Town Administrator

Attest: _____