

1 City Council of the City of Glenarden, Maryland
2 2023 Legislation

3 **Resolution Number:** R-11-2023
4 **Sponsor:** Derek Curtis, II Council President
5 **Co-Sponsor:** At the request of the Administration
6 **Date of Introduction:** November 7, 2022
7 **Public Hearing:** November 15, 2022
8 **Regular Session:** November 21, 2022
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10 **A Resolution to Draft and Award a Contract to Canray Construction, Inc. for Snow**
11 **and Ice Control Services**

12 **WHEREAS**, the City wishes to hire an independent contractor to provide snow removal and
13 ice control for the City of Glenarden; and

14 **WHEREAS**, a Request for Proposals for snow removal has been put out to bid pursuant to
15 Section 818 (c) of the Charter; and

16 **WHEREAS**, The Council has recognized and determined a basis to approve a Snow and
17 Ice Control Contract with the winter season ahead; and

18 **WHEREAS**, In accordance with Charter Section 819 and Section 823 the City
19 Administration recommends engaging in a Snow removal and Ice control contract with
20 Canray Construction, Inc who has demonstrated to be the most responsible bidder
21 responding. A copy of the bid sheet is attached hereto as Exhibit A; and

22 **WHEREAS**, City Administration recommends entering into a one-year contract period
23 beginning in December 2022 with Canray Construction, Inc. As well as assess the
24 feasibility of the City of Glenarden's resources to commit to performing Snow and Ice
25 Control duties within city limits, following a public hearing held in accordance with the
26 Charter Section 308

27 **Now, Therefore, Be It Resolved**, by the City Council of Glenarden, Maryland
28 sitting in Regular Session on

29 1. That a Contract for snow and ice control services be immediately drafted by the
30 Administration and awarded to Canray Construction, Inc

31 1. That the Mayor or Council President be and is hereby authorized to sign a contract
32 for snow removal and ice control services with Canray Construction, Inc.

33 2. That the contract services shall be paid from the Public Works budget, Snow
34 Removal and Landscaping line item 10.60.60.7240

35 **Exhibit A – Canray Construction, Inc**

36 **Exhibit B – RH Hilarios Lanscaping, Inc**

37 **Exhibit C – No Bid (Brightview)**

38 **Exhibit D – Newspaper Ad**

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40 **The City Council of Glenarden, by and through the City Council**

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42 ATTEST:

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Regis Bryant, Acting City Manager

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Derek D. Curtis, II, Council President

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Angela D. Ferguson, Vice-President

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Erika L. Fareed, Councilwoman

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Kathleen J. Guillaume, Councilwoman

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Maurice A. Hairston, Councilman

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James A. Herring, Councilman

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Robin Jones, Councilwoman

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CERTIFICATION

I HEREBY CERTIFY, that on the 21st day of November 21, 2022 with ___ Yes
___ No and ___ Abstention(s) that the Resolution was Approved.

Robin Bailey-Walls, Acting Council Clerk

CITY OF GLENARDEN

A COUNTY

The City of Glenarden, Maryland is requesting proposal from qualified contractors for snow removal. The cost proposal is to be prepared in accordance with the provisions of the Invitation for Bid on the City website. www.cityofglenarden.org.

AUG 11 2022

RECEIVED THE [E] [G]

Proposals must be received no later than 4:00 PM on Friday, September 2, 2022 at the following address: City of Glenarden, Attn: Jordan McClung, 8 Glenarden Parkway, Glenarden, MD, 20706. Faxed and emailed copies will not be accepted.

(301) 627-0900
(301) 627-6260 Fax

142511

(8-1)

CITY OF GLENARDEN
8600 GLENARDEN PARKWAY
GLENARDEN MD 20706

301 773 2100

INVOICE 0142511

DATE 8/11/22

CERTIFICATE OF PUBLICATION

THIS IS TO CERTIFY that the annexed legal advertisement has been published in THE PRINCE GEORGE'S POST for the number of insertions indicated in the invoice below.

Brenda J. Boice

Legal Advertising Manager

- INVOICE -

DESCRIPTION

TOTAL AMOUNT

REQUESTING PROPORSALS
FOR SNOW REMOVAL

90⁰⁰-

Date or dates of publication

8/11/22

THIS IS AN INVOICE — PAYMENT DUE IMMEDIATELY

NOTICE: If receipted bill is required for verification of payment, return duplicate with remittance. Duplicate certification of publication has been mailed to the Register of Wills, Upper Marlboro, Md., if Notice to Creditors is involved.

PLEASE SHOW INVOICE NUMBER ON REMITTANCE

BID NO.: 2022-01

INVITATION FOR BID
ADMINISTRATIVE OFFICES
8600 GLENARDEN PARKWAY
GLENARDEN, MARYLAND 20706
(301) 773-2100

BID NO.: BID TITLE: Snow and Ice Control Services for Roads in the City of Glenarden -

DATE ISSUED: August 12, 2022

BID OPENING DATE & TIME: September 2, 2022 @ 4:00 PM

ADDENDUM #: PRE-BID CONF. DATE & TIME: N/A

BUYER: City of Glenarden TELEPHONE NUMBER: (301) 773-2100

THIS BID IS: FORMAL X REQUEST FOR QUOTE: CONSTRUCTION GOODS SERVICES X

TERM OF CONTRACT: The initial term of this contract will begin November 1st, 2022. The City will have the option to extend the contract for two additional one year periods.

F.O.B. POINT: Glenarden, Maryland

BID DEPOSIT: N/A BONDS: PERFORMANCE N/A PAYMENT N/A

SUBMIT FOLLOWING MATERIAL WITH BID: As stated in bid

IMPORTANT: Bidders must complete, sign and return the bid response copy in a SEALED ENVELOPE. Those bids, which are not delivered and received by the ADMINISTRATIVE OFFICE of the City of Glenarden prior to the Bid Opening Time and Date, shall be considered late. Those late submittals will be returned to the bidder unopened.

The undersigned agrees to furnish all supplies, services, or construction identified herein in accordance with the terms, conditions, plans and specifications set forth herein, at the prices established in the bid. Delivery or performance shall be accomplished within 5 days from receipt of PURCHASE ORDER or NOTICE TO PROCEED as applicable.

BIDDER'S NAME: Canray Construction Inc

BIDDER'S ADDRESS: 2818 Georgia Avenue NW Washington DC 20020

AUTHORIZED SIGNATURE:  TELEPHONE NO.: 301-310-6187

PRINTED NAME AND TITLE: Horatio L. Cannon

TAX IDENTIFICATION NUMBER: 46-3710212

The CITY OF GLENARDEN, MARYLAND GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS ARE INCORPORATED HEREIN.

CURRENT INFORMATION ON OTHER BID/PROPOSAL OPPORTUNITIES MAYBE OBTAINED BY CALLING
THE CITY OF GLENARDEN (301) 773-2100

dotloop signature verification:

BID NO.: 2022-01

**INVITATION FOR BID
OPEN ENDED
SNOW AND ICE CONTROL SERVICES
FOR CITY OF GLENARDEN
THE DEPARTMENT OF PUBLIC**

WORKS BID NO.: 2022-01

THIS PACKAGE CONSISTS OF:

General Conditions and Instructions to Bidders Specific
Bid Conditions
Specifications Price
Bid Sheet
Equipment List
Reference Sheet
Appendix A - Form 1-1A – Bid/Proposal Affidavit
Attachment 2 - NON COLLUSION AFFIDAVIT
Attachment 3 - NON-CONVICTION AFFIDAVIT
Attachment 4 - FALSE PRETENSES AFFIDAVIT
Attachment 5 - VENDORS CERTIFICATION

PRE-BID CONFERENCES

LOCATION: The City of Glenarden
James R. Cousins Municipal Center 8600
Glenarden Parkway
Glenarden, Maryland 20706

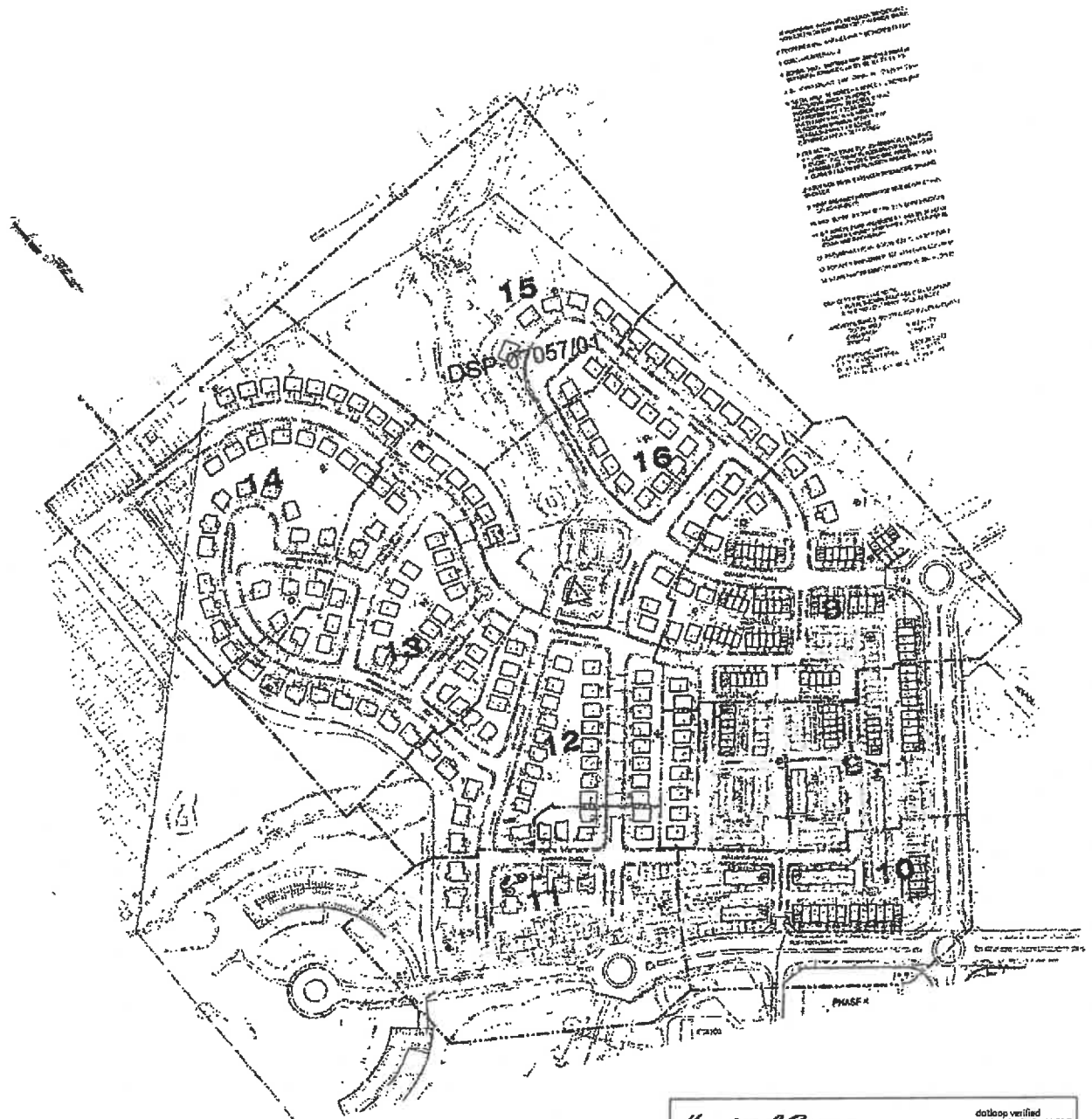
BID OPENING

BIDS SHALL BE SUBMITTED PRIOR TO BID OPENING.
ON: **SEPTEMBER 2, 2022 @ 4:00 pm EST**

ALL BIDS WILL BE ACCEPTED AT THE ADDRESS BELOW:

The City of Glenarden
James R. Cousins Municipal Center 8600
Glenarden Parkway
Glenarden Maryland 20706

Exhibit A-1 Woodmore Town Centre- Residential)



1. This plan shall be subject to the provisions of the Zoning Ordinance of the City of Woodmore, Maryland, and any amendments thereto.

2. The applicant shall be responsible for obtaining all necessary permits from the appropriate agencies.

3. The applicant shall be responsible for obtaining all necessary easements and rights-of-way from the appropriate owners.

4. The applicant shall be responsible for obtaining all necessary approvals from the appropriate agencies.

5. The applicant shall be responsible for obtaining all necessary approvals from the appropriate agencies.

6. The applicant shall be responsible for obtaining all necessary approvals from the appropriate agencies.

7. The applicant shall be responsible for obtaining all necessary approvals from the appropriate agencies.

8. The applicant shall be responsible for obtaining all necessary approvals from the appropriate agencies.

9. The applicant shall be responsible for obtaining all necessary approvals from the appropriate agencies.

10. The applicant shall be responsible for obtaining all necessary approvals from the appropriate agencies.

EXHIBIT B

SNOW AND ICE REMOVAL PRIORITIES:

- 1.) SNOW EMERGENCY ROUTES
- 2.) HAZARDOUS LOCATIONS
- 3.) PUBLIC FACILITIES
- 4.) SIDE STREETS
- 5.) DRAINAGE SYSTEMS
- 6.) CLEANUP & EQUIPMENT MAINTENANCE

PRIORITY 1- SNOW EMERGENCY ROUTE:

Glenarden Parkway
Barlowe Road Off MLK Highway
Three City Hall parking lots - Glenarden Parkway
Campus Way North

PRIORITY 2 HILL/HAZARDOUS LOCATIONS:

First Street	Johnson Avenue
Second Street	Johnson Court
Third Street	Piedmont Avenue
Fourth Street	Polk Street
Fifth Street	Tyler Street
ih Street	Dellwood Avenue
8 th Street	Echols Avenue
9 th Street	Lavan Court
10 th Street	Barcroft Drive
Hayes Street	Hubbard Road
Cawker Street	**Oak Knolls Drive
Church Street	**Smoketree Drive
Cousins Drive	Reed Street
	Leslie Avenue

PRIORITY 3 WOODMORE TOWNE CENTRE (RESIDENTIAL)

Ruby Lockhart Boulevard	Brownelee Court
Geaton Park Place	Sir Michael Place
Smithview Place	Swann Wing Court
Tower Place	Rice Avenue
Eason Street	Nicholas Way
Campus Way North	Glenarden Parkway
Trotter Park Lane	Standifer Place

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TKYP-NVFN-WH2F-4EED

PRIORITY 4 SIDE STREET:

Beth Drive
East Glenreed Court
Evarts Street
Fulton Avenue
Fiske Avenue
Gary Court
Gary Lane
Grant Drive
Hamlin Street (Stop Block-I Block)

Irvin Avenue
Jeff Road
Lavall Drive (one half/2)
McLain Avenue
Reed Street
Tyrol Drive
West Glenreed Court
Wesley Avenue
11th Street

PRIORITY 5 CITY HALL PARKING LOT

PRIORITY 6 WOODMORE TOWNE CENTRE (RETAIL)

Woodmore Centre Drive
Petrie Lane
Taj Lane
Ruby Lockhart Boulevard

McHugh Drive
Five Lees Lane
Campus Way North

NON-MAINTAINED ROADS:

*Ardmore/Ardwick Road (County)
*Brightseat Road
**Martin Luther King Jr. Hwy (State Road)
**Burkthorn Court
**Hobblebush Court
**Hornbeam Court

**Mueserbush Avenue
**Musclewood Court
**Pin Oak Lane
**Red Oak Lane
**White Oak Lane
**Dellwood Court

* County Road
** Homeowner Associates Street/Road
*** State Road

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10/04/22 10:45 AM EDT
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GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The general rules and conditions that follow apply to all purchases and become a part of each invitation for bid, purchase order or other award issued by the City, unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.

Subject to City laws and all rules, regulations and limitations imposed by legislation, bids on all advertisements and invitations issued by the City of Glenarden will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the Invitation for Bid.

CONDITIONS OF BIDDING

1. **Proposal Forms:** Bids shall be submitted only on the forms provided by the City. The bidder shall retain one copy for its files and submit one copy signed and sealed, in the envelope provided by the City.
2. **Late Bids:** Bids or proposals or amendments thereto must be received at the Administrative Offices in the City of Glenarden during business hours and not later than the scheduled time and date for bid opening, or closing date and time for receipt of proposals. Bids or proposals received (and time stamped) after the scheduled time will be considered late and returned to the sender unopened. Postal delays or misrouting shall not constitute a basis for acceptance of late bids or proposals.
3. **Withdrawal or Modification of Bids or Proposals:** A written request for the withdrawal of a bid or proposal, or modification of a bid, may be granted if the request and the envelope containing the request is identified with the Bid or Proposal number, title, time and date of bid opening, or closing date for receipt of proposals, and is received in the Administration office prior to the scheduled bid opening time or closing time and date for receipt of proposals.
4. **Mailing of Bids:** Bids, which are to be publicly opened, may have attached a special mailing envelope which must be used by bidders in presenting such bids. In the event that the bid contains bulky subject material, the special mailing envelopes must be firmly affixed to any other wrapper being used.
5. **Completeness:** All information required by Invitation to Bid must be supplied to constitute a proper bid.
6. **Bids Binding 60 Days:** Unless otherwise specified all formal bids submitted shall be binding for 60 calendar days following bid opening date, unless the bidder(s), upon request of the City Manager, agrees to an extension.
7. **Conditional Bids:** Qualified bids are subject to rejection in whole or in part.
8. **Bids for All or Part:** Unless otherwise specified by the City or by the bidder, the City Manager reserves the right to make an award on all items, or on any of the items according to the best interests of the City. Bidder may restrict a bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder names a total price for all the articles without quoting a price on each separate item, may be rejected at the option of the City.
9. **Errors in Bids:** When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder. Erasures or changes in bids must be initialed.
10. **Questions Re: Specifications:** Any information relative to interpretation of specifications and drawings shall be requested of the City Manager, in writing, and in ample time before the opening of bids. Inquiries received within five (5) days of the date set for the opening of bids will not be given consideration. Any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be sent to all prospective bidders no later than three (3) days before the date set for opening of bids. Oral answers will not be binding on the City.
11. **Multiple Bids:** No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM ALL PRICES FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE CITY MANAGER.
12. **Taxes:** The City of Glenarden is tax exempt.
13. **Catalogs:** Each bidder shall submit in duplicate where necessary or when requested by the City Manager, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the material or work the bidder proposes to furnish.
14. **Competency of Bidders:** The City reserves the right to reject any bid or proposal from any person, firm or corporation that is in arrears or in default to City of Glenarden upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City, or had failed to perform faithfully any previous contract with the City. The bidder, if requested, must present within 48 hours evidence satisfactory to the City Manager of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.
15. **Access to Information About Hazardous and Toxic Substances Act:** In accordance with Subtitle 4 of the Maryland Occupational Safety and Health Law: If any product or substance being offered herein is classified as either a "Hazardous Chemical" or a "Health Hazard" as defined therein, then bidder shall submit with the bid a material safety data sheet for each product or substance being offered. Failure to comply with this requirement may result in bid being declared non-responsive.

Additionally, bidder agrees (by virtue of bid submittal) to comply with all provisions of Subtitle 4.
16. **Bid Bond, Certified or Cashier's Check:** When required, each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in the State of Maryland. An annual bid bond on file with the City with an uncommitted balance equal to the bid shall be acceptable as surety. The City will also accept a cashier's check, certified check, U.S. Postal Money Order, or Treasurer's check drawn on a responsible bank doing business in the United States which is made payable to the City of Glenarden, Maryland. When computing amount of Bid for certified check purposes, do NOT deduct for trade-ins.

BID DEPOSIT

17. Annual Bid Bonds: Bidders who regularly do business with the City shall be permitted to file with the City an annual bid bond in the amount specified herein. Such annual bonds shall be acceptable as Surety in lieu of the furnishing of surety with each individual transaction.

Annual bid bonds shall be in an amount as determined by the bidder, of no less than \$1,000.00. If at any time, the requirements of a specific bid invitation exceeds the amount of the annual bid bond, or should the aggregate amount of the bid security requirements on all unresolved bids submitted by your firm exceed the amount of the annual bid bond, additional surety will be required in the appropriate sum.

18. Samples: The samples submitted by bidders on items which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Samples on which bidders are unsuccessful must be removed as soon as possible after award has been made on the item or items for which the samples had been submitted. The City will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made.

Bidders shall make all arrangements for delivery of samples to the place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.

All samples packages shall be marked "Samples for Purchasing Division" and each sample shall bear the name of the bidder, item number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

19. Trade Names: In cases where an item is identified by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the bidder.

The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of its proposal exactly what he proposes to furnish, and forwards with its bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by its bid.

The City Manager hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith.

If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, the successful contractor after award and before manufacture or shipment may be required to submit working drawings or detailed descriptive data sufficient to enable the City Manager to judge if each requirement of the specifications is being complied with.

SPECIFICATIONS

20. Formal Specifications: The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications, and drawings. Whenever herein mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. standards, or similar expressions, the requirements of these laws, standards, etc., shall be construed as to the minimum requirement of these specifications.

All deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the City to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

AWARD

21. Award or Rejection of Bids: The contract will be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation, provided the bid price is reasonable and it is to the interest of the City to accept it. The City Manager reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the City. The City Manager also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder whose investigation shows is not in a position to perform the contract.

In determining responsibility, the following qualifications, in addition to price, will be considered by the City Manager.

- a. The ability, capacity and skill of the bidder to perform the service required within the specified time.
- b. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- c. The quality of performance of previous contracts or services.
- d. The previous and existing compliance by the bidder with laws and ordinances relating to previous contracts with the City and to the bidder's employment practices.
- e. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services.
- f. The quality, availability and adaptability of the supplies, contractual services, to the particular use required.
- g. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- h. Whether the bidder is in arrears to the City, in debt on contract or is a defaulter on surety to the City or whether the bidder's tax and assessments are delinquent.
- i. The resale value and life cycle costs of the subject of the contract.
- j. Such other information as may be secured by the City Manager.

In determining a bidder's responsibility the City Manager shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the bidder's liability.

22. Indemnity: The Contractor shall indemnify, keep and save harmless the City, its agents, officials and employees, against all injuries, death, loss damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the City in consequence of the granting of this contract of which may in anyway result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or its employees, of the subcontractor or its employees, if any, and the contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the City in any such action, the Contractor shall at its own expense, satisfy and discharge the same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.

23. Collusive Bidding: The bidder certifies that its bid is made without any previous understanding, agreement of connection with any person, firm, or corporation making a bid for the same project without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

24. Identical Bidding – may be deemed suspicious.

25. Specific Bid Quantities: Where quantities are specifically stated, acceptance will bind the City to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the City will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless contractor furnishes the City Manager with a statement of unordered balances not less than ten days after the termination date of the contract.

26. Requirements Bid Quantities: On "Requirements" bids, acceptance will bind the City to pay for, at unit bid prices, only quantities ordered and delivered.

27. Protests: Any bidder which alleges that it has been or will be improperly denied the award of bid may protest the decision or potential decision of the City after the receipt and opening of bids. Any protest shall be in writing and filed in duplicate with the City and addressed to the City Manager in an envelope marked "PROTEST." The protest shall set forth the identity of the protestor, the identity of the procurement activity, the basis for the protest, including supporting exhibits and documents which substantiate the protestor's allegations. All protests shall be delivered not later than seven (7) days after the protestor knew or should have known of the facts and circumstances upon which the protest is based. Based upon the information contained in the protest, the City Manager may schedule a hearing or issue a decision based upon the record. If a hearing is granted, it shall be scheduled promptly and a written decision shall be issued as expeditiously as possible.

Protests based upon alleged improprieties in any type of solicitation which are apparent before bid opening or the closing date for receipt of proposals shall be delivered before bid opening or closing date for receipt of proposals. Protests not delivered within the time periods specified above shall be untimely.

CONTRACT PROVISIONS

28. Availability of Funds: A contract shall be deemed executory only to the extent of appropriations for the purchase of the services or articles. The City's extended obligation on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year.

29. Contract Alterations: No alterations or variables in the terms of a contract shall be valid or binding upon the City unless made in writing and signed by the City Manager or its authorized agent.

30. Expiration of Contracts: Contracts will remain in force for full periods specified and until all articles ordered before date of expiration shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to the expiration date.
- b. Extended upon written authorization of the City Manager to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

31. Subletting of Contract: It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet, or otherwise dispose of its contract or its right, title or interest therein, or its power to execute such contract, to any other person, firm or corporation, without the previous written consent of the City Manager, but in no case shall such consent relieve the contractor from its obligations, or change the terms of the contract.

32. Default Remedies: The contract may be canceled or annulled by the City Manager or its designee in whole or in part by written notice of default to the contractor for any of the following reasons: failure to perform in accordance with contract specifications, failure to make timely delivery of supplies or services as stipulated in the bid or proposal, violation of any contract term, suspension or debarment for reasons of civil or criminal indictment or conviction, failure to prosecute the work or any separable part thereof with such diligence as to insure its completion within the time specified in the contract, or any extension thereof, fraud or misrepresentation on a City contract, or failure to make timely replacement or correction of rejected articles or services.

In the event of partial termination for default, the contractor shall continue the performance of the contract to the extent not terminated.

In the event of default by the contractor, the City may re-procure similar articles or services in such manner as to facilitate the most expeditious delivery or performance.

The Bidder/Offeror agrees by virtue of submitting a bid or proposal in response to this solicitation, that the contractor is obligated to the City for any excess re-procurement costs incurred by the City as a result of the contractor's default. Excess re-procurement costs shall be defined as the difference between the defaulting contractor's contract price and the price paid by the City for similar goods or services, plus any additional costs incidental by accelerating delivery, and any reasonable administrative expenses incurred by the City in making the re-procurement.

The contractor agrees by submitting a bid or proposal that such excess re-procurement costs may be recovered by the City by: 1) deduction of such amount from monies owed the contractor on this or any other contract(s) the contractor may have with the City, 2) by recourse to the contractor's surety, 3) by direct payment by the contractor to the City or 4) Legal action against the contractor.

33. Termination for Convenience: The performance of work under this contract may be terminated by the City within 30 days written notice or such time as mutually agreeable to the parties not to exceed 30 days, in whole or in part whenever the City shall determine that such termination is in the best interest of the City. The City will pay all reasonable costs associated with this contract that the contractor has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor may not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

34. Liability: The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of nature, act of government, act of a terrorist or an enemy state or by any other circumstances which, in the City's

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opinion is beyond the control of the contractor. Under such circumstances, however, the City may in its discretion, cancel the contract.

35. New Goods, Fresh Stock: All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.

36. Non-Discrimination: A contractor who is the recipient of City Funds, or who proposes to perform any work or furnish any goods under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public because of religion, race, sex, age, physical or mental disability, or perceived disability. Discriminatory practices based upon the foregoing are declared to be contrary to the public policy of the City. The Contractor agrees to be in full compliance with the federal mandates of the Americans with Disabilities Act. The Contractor further agrees that this article will be incorporated by contractor in all contracts entered into with suppliers of materials or services; and contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor services in connection with this contract.

37. Guarantee: Unless otherwise specified, the Contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, at its expense, shall repair or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City at least detrimental to the operation of City business.

38. Placing of Orders: Orders against contracts will be placed with the contractor on either a Purchase Order or Blanket Purchase Order executed and released by the City Manager. Telephonic orders placed directly with the contractor by the ordering agency may be authorized by the City Manager, only after execution of a Blanket Purchase Order.

39. Delinquent Tax Setoffs: In the event that the contractor owes money to the City as a result of the entry of judgment, debt arising out of a contract, default as surety to the City, delinquent taxes or assessments or for any other debt or liquidated damages, the City may withhold and set-off such sums owed to the City from payments owed to the contractor by virtue of this or other contracts.

DELIVERY PROVISIONS

40. Responsibility for Materials Shipped: The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure to do so within ten days after date of notification, the City may return the rejected materials or supplies to the contractor at its risk and expense, or dispose of them as its own property.

41. Inspections: Inspection and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the City for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.

42. Time of Delivery: Deliveries will be accepted between 8:30 a.m. and 4:00 p.m. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or City Holidays.

43. Packing Slips or Delivery Tickets: ALL SHIPMENTS or DELIVERIES shall be accompanied by Packing Slips or Delivery

Tickets, and shall contain the following information for each item delivered:

The Purchase Order Number
The Name of the Article and Stock Number (Supplier's)
The Quantity Ordered
The Quantity Shipped
The Quantity Back Ordered
The Name of the Contractor

Bidders are cautioned that failure to comply with these conditions SHALL BE CONSIDERED SUFFICIENT REASON FOR REFUSAL TO ACCEPT THE GOODS.

44. General Guaranty: Contractor agrees to:

- a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the contractor is not the patentee, assignee, licensee or owner.
- b. Protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to its own work or to the work of other contractors, for which he or its workmen is responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the City and State of Maryland.

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THE CITY OF GLENARDEN SERVICES

SPECIFIC BID CONDITIONS

1. **INTENT:** It is the intent of this Invitation for Bids to obtain contract(s) for snow removal and ice control, including trucks (vehicle) with suitable equipment with operators and supervision, to be used in snow and ice control operations throughout the City of Glenarden, Maryland. Bidders shall dedicate the vehicle(s) listed in this bid solely for use on the Department of Public Works (DPW) Snow and Ice Control Services contract and shall not offer a vehicle that is currently committed, dedicated or contracted to any other entity, during the Term as defined in herein.
2. **TERM:** The initial term of this contract will be from date of award through a twelve (12) month period ("the Initial Term"). The City will have the option to extend the contract by mutual agreement of the parties for two (2) additional one year periods (each, a "Renewal Term").
3. **SCOPE:** The Contractors shall provide vehicle(s) with operators and supervision, for the purpose of snow removal and ice control outlined in Exhibit A (City Map) and Exhibit B (Street list). Snow removal and ice control season typically runs, but is not limited to, November 1st through April 15th of each year. During all requested snow removal and ice control actions, the Contractor is to ensure that the assigned route(s) is kept safe and passable to vehicles. The Contractor's personnel shall report with the approved vehicle(s) to the assigned workstation at the designated time and remain in operation until the event clean-up is determined complete and the Contractor's vehicle(s) and personnel have been relieved by the City Manager or appropriate DPW Authorized City Representative.
4. **PRICE:** The contract price shall remain firm/fixed for the Initial Term. The prices will be increased in accordance with increase, if any, in the Consumer Price Index for the Washington Metropolitan Area (CPI-U) using the September Base Index for each Renewal Term
5. **AWARD:** The City intends to award this bid by line item to the lowest responsive, responsible bidder capable of providing the service to the satisfaction of the City. In determining responsibility, the following qualifications, in addition to price, listed in the "General Conditions and Instructions to Bidders," (a) through (j) will be applicable.
 - A. Pick-up 3/4 Ton, 1 Ton Pick-up Truck or SUV
 - B. Single Axle Dump DRW (3-4.4 Cubic Yard Capacity)
 - C. Single Axle Dump (4.5-5.9 Cubic Yard Capacity)

BID NO.: 2022-01

INVITATION FOR BID
SNOW AND ICE CONTROL SERVICES
FOR CITY ROADS

SPECIFIC BID CONDITIONS

5a. AWARD: (continued)

- D. Single Axle Dump (Greater than 8 Cubic Yard Capacity)
- E. Tandem Tri-Axle Dump

Rate Addition for Salt Spreaders

- F. Slide in Spreader (1.8 – 2.5 Cubic Yard Capacity)
- G. Slide in Spreader (Greater than 4 Cubic Yard Capacity)
- H. Under Tailgate Dump Spreader (8ft Width)

Equipment

- 1. Skid Steer/Bobcat
- 2. Backhoe with 4 wheel Drive (1.4 Cubic Yard minimum)
- 3. Medium Grader (125 – 150 HP)
- 4. Large Grader (125 – 150 HP)
- 5. Medium Loader (2 – 2.75 Cubic Yard Capacity)
- 6. Large Loader (3 – 4 Cubic Yard Capacity)
- 7. Binder Applicator

6. EVALUATION: The bid prices shall be evaluated on the following basis:

Price	45
Capability	30
Locally Based	25
Total	100

7. PAYMENT TERMS: Payments for the snow removal and ice control operations will be at the rate quoted for the hourly operating rate for each piece of vehicle(s) identified on the price quotation sheet. Payment terms are net thirty (30) days upon approval and verification of invoices for completeness.

8. PRE-BID CONFERENCE: In an effort to accommodate the need of the City, the bid opening will be held at the Glenarden Municipal Center, 8600 Glenarden Parkway, Glenarden, Maryland 20706. To discuss objectives and ask questions relating to this formal bid please email all inquiries and comments to the City Manager, Consuella Barbour and copy the Executive Assistant, Jordan McClung on ALL correspondences jmccclung@cityofglenarden.org and cbarbour@cityofglenarden.org. Submitted questions and their responses will be emailed to all bidders.

QUESTIONS DUE:

August 26, 2022 @ 12:00 PM

BID NO.: 2022-01

INVITATION FOR BID
SNOW AND ICE CONTROL SERVICES
FOR CITY ROADS

SPECIFIC BID CONDITIONS

BID OPENING

September 2, 2022 @ 4:00 pm EST

All bidders shall bring a copy of the bid package, as it shall be used as a primary part of the agenda. Questions and inquiries shall be submitted according to the following schedule:

Questions and inquiries shall be submitted by the due date and time noted above to:

Jordan McClung, Executive Assistant
City of Glenarden
8600 Glenarden Parkway
Glenarden, Maryland 20706
jmclung@cityofglenarden.org

9. **NOTICE TO BIDDERS:** Each bidder, before submitting a bid, shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.
10. **INSPECTION AND ACCEPTANCE:** The City will inspect the assigned routes upon completion and termination of the snow or ice event, determine whether the work is acceptable, and notify the Contractor of the City's acceptance or rejection of the work. If the work is unacceptable to the City, the Contractor shall re-do the work in a manner acceptable to the City.
11. **CITY HELD HARMLESS:** The Contractor shall be responsible for any loss, personal injury, deaths and/or damages that may occur or be suffered by any persons by reason of the Contractor's negligence or failure to perform any of the obligations that this contract obligates it to perform and the Contractor hereby agrees to indemnify and hold the City harmless from any loss, cost damages and other expenses suffered or incurred by the City by reason of the Contractor's negligence or failure to perform any of the said obligations. The Contractor shall take proper safety and health precautions to protect its work, its employees, the public and the property of others from any damages or injury resulting from the performance of their work described herein.
12. **TERMINATION FOR DEFAULT:** If the Contractor fails to fulfill its obligations under the contract properly and on time or otherwise violates any provision of the contract, the City may terminate the contract by written notice to the Contractor. The written notice shall specify the acts or omissions relied on as cause for termination. The City shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the City shall have remedies otherwise available to it under applicable law for the collection of damages or deduction from monies due the Contractor on this or other City contracts. Damages shall include re-procurement costs.

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13. **ASSIGNMENT:** All covenants and agreements herein contained shall extend to and be obligatory on the successor and assigns of the Contractor, but the Contractor shall not assign the contract or any payment to become due thereunder except with the prior consent of the City. The City may terminate the contract if assignment is made without the City Manager's approval.
14. **PERSONNEL:** The Contractor represents that it has in its employment or shall secure at its own expense, all personnel required to perform the services under this bid. Such personnel shall not be the employees of, nor have any contractual relationship with the City. Personnel shall be proficient in the use of hands free cellular telephones as a means of communication and shall comply with applicable law governing their use. All services required hereunder shall be performed by the Contractor utilizing its own vehicle(s). All personnel engaged in the work shall be fully qualified, authorized and licensed, under the State and local laws, to perform such services.
15. **SUBCONTRACTING:** Any person undertaking a part of the work under the terms of the contract, by virtue of any agreement with the Bidder, shall receive approval of the City Manager prior to any such undertaking. In the event the Bidder desires to subcontract some part of the work specified herein, the Bidder shall furnish with its proposal the names, qualifications, and experience of its proposed subcontractors. The Subcontractor's contract portion shall not exceed 49% of the contract. Subcontractors shall conform, in all respects, to the terms of the Contract awarded to any successful bidder. A Contractor shall, however, remain fully liable and responsible for the work done by its subcontractors. The City may terminate the Contract if the work is subcontracted without the City Manager's prior approval.
16. **SAFETY MEASURES:** The Contractor shall take all necessary precautions for the safety of employees on the work and shall erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the workmen and public.
17. **PERFORMANCE:** All work performed shall be of high quality in accordance with good practices, procedures and industry standards. The Contractor shall conform to all Federal, State and local laws and governmental regulations.
18. **Insurance:** The Contractor covenants to maintain all applicable insurance the amounts set forth herein. The Contractor further agrees to provide evidence of such insurance within ten (10) days from notice of award. The Certificates of Insurance shall provide that the City shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in the coverage. Contractor must provide Certificates of Insurance to the City before commencing any work pursuant to this Agreement. All insurance must name the City as an additional insured, not just a certificate holder.

PROVISION OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE CONTRACTOR OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE CONTRACTOR IN THE CONTRACT AWARDED, OR FOR WHICH THE CONTRACTOR MAY BE LIABLE BY LAW OR OTHERWISE.

 - A. **Workers' Compensation Insurance:** The Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation Insurance.
 - B. **Comprehensive General Liability Insurance:** The Contractor shall provide general liability insurance in the amount set forth herein. Coverage shall include completed operations and contractual liability coverage and shall be issued on an occurrences basis.
 - (1) Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$1,000,000.00 aggregate, where insurance aggregates apply;

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- (2) Property damage liability insurance with limits of \$250,000.00 for each occurrence and \$500,000.00 aggregate, where aggregates apply.
- C. Automobile Liability Insurance. Motor vehicle insurance meeting the requirements of Maryland law and covering every vehicle and driver involved in providing the services, in the following amounts:
 - (1) Bodily injury liability with limits of \$500,000.00 each person and \$1,000,000.00 each accident;
 - (2) Property damage liability with a limit of \$100,000 each accident.

19.4. SPECIAL PROVISIONS FOR INSURANCE:

- (1) The Contractor shall forward to the City Manager a certificate(s) of insurance indicating the insurance and any special provisions required under the foregoing provisions. Such certificate(s) shall be in a form satisfactory to the City and shall list the various coverages and limits. Insurance companies providing the coverage shall be acceptable to the City, rated by A.M. Best and carry at least an "A" Rating VIII). In addition to the aforementioned provisions, such insurance policies shall not be changed or canceled and they will be automatically renewed upon expiration and continued in full force and effect until completion and acceptance of all work covered by the contract, unless the City's, Manager's Office is given 30 days written notice before any change or cancellation is made effective. If requested, the Contractor shall directly furnish the City Manager's Office with a certified copy of each insurance policy upon request.
- (2) The initial and subsequent certificates of insurance shall include a description of the contract work and the assigned contract number. Prior to beginning any project work, the insurance requirements as outlined by the City Manager's Office shall be approved in writing.
- (3) All insurance shall be procured from insurance or indemnity companies acceptable to the City and licensed and authorized to conduct business in the State of Maryland. The City's approval or failure to disapprove insurance furnished by the Contractor shall not release the Contractor of full responsibility for liability for damage and accidents.
- (4) If at any time the above required insurance policies should be canceled, terminated or modified so that the insurance is not in full-force and effect as required herein the City reserves the right to terminate this contract.
- (5) The Contractor shall require each subcontractor to provide evidence of insurance coverage specified herein and such evidence of coverage shall be provided to the City Manager's Office prior to commencement of work. Such coverage shall remain in full force and effect during the performance of activities under this contract.

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- (6) Any contract of insurance or indemnification naming the City, or any of the departments, agencies, administrators or authorities as an additional insured shall be endorsed to provide that the insurer will not contend in the event of any occurrence, accident, or claim that the City, et al, are not liable in tort by virtue of being governmental instrumentalities or public or quasi-public bodies.
- (7) In the event the required certificates of insurance as specified herein are not furnished within ten business days prior the execution of the contract, the Contractor shall not be permitted to enter upon the property to perform the duties outlined in the contract until all required insurance certificates or evidence of self- insurance has been received.
- (8) The Contractor shall, prior to contract execution, and for each extension of the contract, furnish to the City Manager certificates of insurance as evidence of such insurance coverage stated above. Such insurance certificates shall provide that the City Manager be notified in writing by the insurer at least 30 days prior to cancellation or material change of any such coverage.

The certificate of insurance should be sent to:

City of Glenarden
8600 Glenarden Parkway
Glenarden, Maryland 20706

19. **SAFETY MEASURES:** Contractor shall take all necessary precautions for the safety of employees on the work and shall erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the workmen and public.
20. **RESPONSIBILITY OF CONTRACTOR:** At its own expense, the Contractor shall:
 - A. Obtain all necessary licenses and permits.
 - B. Provide competent supervision.
 - C. Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of Contractor's fault or negligence.
 - D. Perform the work without unnecessarily interfering with other City activities.
 - E. Provide all necessary labor, vehicle(s), materials and supervision necessary to perform the work as required.
 - F. The Contractor's vehicle(s) and operator(s) shall be available seven (7) days a week, twenty-four (24) hours a day. The City reserves the right to place any vehicle on actual operating time, and to discontinue using any vehicle at any time as field conditions require or if a unit is not working satisfactorily. The City will be the sole judge as to whether the operator and/or the vehicle are performing satisfactorily.

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- G. The Contractor is responsible for having and maintaining all safety equipment as required by the City, including but not limited to working lights, horns, heaters, wipers, defrosters. The Contractor shall furnish and maintain all exterior lighting systems including overhead emergency amber rotating or strobe lighting. The emergency lighting shall have 360° visibility at all times. Vehicle headlight beam is required to meet Maryland Motor Vehicle Laws concerning visibility both to and from vehicle. The Contractor's vehicle and operator shall be required to meet all DOT regulations and motor vehicle laws.
- H. The Contractor shall provide all service and repairs to keep its vehicles running for the entire time needed and until released by the responsible City supervisor. The City will not compensate the Contractor for down time on vehicles. The Contractor shall report to the City when its vehicles are down for repairs and when the repairs have been completed and the vehicles are operational.
- (1) All Contractor personnel and vehicles must be logged in at the maintenance facility office or other designated area by a City representative for each winter storm event. The Contractor's personnel shall demonstrate that safety lights are operational. In addition, all salt brine pumps, valves, fittings, and nozzles are operational and free of excessive leaking. Failure to demonstrate the above shall make the vehicle unusable by the City.
 - (2) The Contractor's vehicles must have a full tank of fuel when they report to the City. The Contractor's personnel shall have a cellular phone and the cellular phone number shall be given to the DPW City's representative. If a truck does not have a full tank of gas or if the operator lacks a cellular phone, the City may determine the unit unusable.
 - (3) At the end of operations, all Contractor personnel and equipment must be logged out at the maintenance facility's front office or other designated area by the DPW Authorized City Representative or City Manager Representative and all Snow/Ice Removal Time Tickets must be signed in order to receive payment. Contractor equipment shall not be stored on City property.

21. PAYMENT PER VEHICLE:

- A. The payment for each vehicle shall be at the established hourly operating rate (standby or working) based on the price quoted for that vehicle. Standby time shall be paid at one half (1/2) of the established hourly operating rate. Time will be verified by submission of the Snow/Ice Removal Time Tickets which will be issued to the Contractor by the appropriate DPW Authorized City Representative. The Contractor shall submit completed Snow/Ice Removal Time Tickets for vehicle.
- B. Hourly rates submitted on the price quotation sheets shall be considered full compensation for services and shall include supervision, operator, fuel, lubricants, supplies, repairs and maintenance and other incidentals deemed necessary for the safe operation of the vehicle(s).

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- C. In addition to the City paying the Contractor at the specified rate for the time a vehicle actually worked, the City will allow time for minor repairs, adjustments and fueling not to exceed ten percent (10%) of the actual time worked on any shift. If the Contractor furnishes any vehicle that the City determines is not in good working order, the City will not accept the vehicle(s) and no compensation or consideration will be given to the Contractor.
- D. Time lost more than that provided for in Paragraph (C) above will not be compensated.
- E. No compensation shall be made above the quoted hourly rates.

22. START TIME AND LIQUIDATED DAMAGES:

- A. In the event that a particular vehicle offered by the Contractor in its bid does not respond within two hours to a call out for snow and/or ice control operations, a liquidated damage amount of \$250.00 per single/tandem axle truck and \$100.00 per 4-wheel drive vehicle may be charged for the first and second offense and termination of services after the third offense.
- C. For the purpose of this bid, the start of each operation shall be determined from the time of reporting for operation to the end of the operation period. Multiple operators may be required to continue operation on a 24 hour, 7 day a week cycle.
- D. Each vehicle shall have hands free cellular communications during snow and ice control events. A cellular number shall be provided for each vehicle at the start of each shift during a snow and ice control event. Cellular Phone numbers are to be placed on the Snow/Ice Removal Time Tickets for verification in accordance with this Specific Bid Condition.

23. REFERENCES: Each bidder shall supply the names of three professional references with whom they have contracted for similar services. Failure to supply this information on the attached reference form as requested with the bid may result in the rejection of the bid.

24. OSHA REGULATIONS. BLOODBORNE PATHOGENS: The successful bidder/offeror shall, during the course of performance under the proposed contract, comply with Part 1910 of Title 29 of the Code of Federal Regulations (OSHA). This regulation deals with occupational exposures to blood borne pathogens and other potentially infectious materials. During the performance of your contractual requirements, the Contractor is expected to be alert to any potentially high risk of exposure opportunities and take all mandated precautionary measures contained in the regulation, including making available to all employees who have occupational exposure, Hepatitis B vaccine and vaccination series and post exposure follow-up following exposure incidents.

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25. **CONTRACT DISPUTE RESOLUTION:** The City Manager shall act as the "Contract Administrator" for all contracts with certain responsibilities incidental to the resolution of contract claims and disputes.
26. **PROMPT PAYMENT:** The City shall pay promptly on invoices that are received accurately.
27. **MINORITY BUSINESS INCENTIVES:** The City encourages the use of minority businesses.
28. **BIDDER/OFFEROR AFFIDAVIT:** Included with the Bidder's Response Copy of this bid is a form entitled Bidder/Offeror Affidavit and Statement of Ownership. This form is to be completed and returned with the bid response. Failure to submit this form may result in the disqualification of your bid.
29. **Political Contributions:** If this contract involves cumulative consideration of at least \$200,000, the Contractor shall file with the State Board of Elections a statement under oath containing: (i) the name of each candidate, if any, to whom one or more applicable contributions in a cumulative amount of \$500 or more were made during the reporting period; (ii) the office sought by each candidate; (iii) the amount of aggregate contributions made to each candidate; (iv) the name of each unit of a governmental entity with which the person did public business during the reporting period; (v) the nature and amount of public business done with the Town; and (vi) if the contract or the contribution is attributed to another person who is filing the statement, the name of the contracting entity or the person who made the contribution and the relationship of that person to the person filing the statement. The Contractor's initial statement shall be filed at that time of the inception of the contract, and shall cover the preceding 24 months, and the Contractor shall thereafter file a semi-annual statement, for the six months ending on January 31 or July 31 of every year, for each reporting period during which performance remains uncompleted on the contract and shall be filed within 5 days after the end of the applicable reporting period.
30. **ALLOWANCE OF IN-HOUSE WORK:** No section or portion of this contract shall be construed or interpreted to preclude the City from accomplishing any task or undertaking of any operation or project utilizing its own work force.
31. **AVAILABILITY OF FUNDS:** The City's obligation on this contract beyond the initial fiscal year shall be contingent upon appropriations for the following fiscal year.
32. **BID/PROPOSAL ACCEPTANCE:** The City reserves the right to accept or reject any and all bids/proposals, in whole or in part, received as a result of this solicitation and to waive minor irregularities. Further, the City reserves the right to make a whole award, partial award, or no award at all.
33. **TAX CERTIFICATION AND GOOD STANDING:** The Contractor warrants and represents that it has paid all taxes, fees and charges owed by it to any governmental entity. In addition, it warrants and represents that any parent or subsidiary or other business entity with which it is affiliated or has been affiliated has paid all taxes, fees and charges owed by it to any governmental agency accrued during any period during which the Contractor was affiliated with the entity. The Contractor warrants and represents that it (1) is either (a) incorporated in Maryland or (b) registered or qualified by the Maryland State Department of Assessments and Taxation (SDAT) as required by the Maryland Annotated Code, Corps. & Assocs. Article, to do business in Maryland and (2) is in good standing with SDAT.
34. **TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION:** The successful bidder shall, within seven calendar days of Notice of Intent to Award, submit to the City a completed

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Internal Revenue Service (IRS) Form W-9, Request for Taxpayer Identification Number and Certification. Contract award will not be made without timely submission of the completed Form W-9. The Form W-9 and instructions are available to Contractors by accessing the IRS website at www.irs.gov.

35. All payees engaged in trade or business with the City are required to have on file with the City a current and correct Federal Form W-9, "Request for Taxpayer Identification Number and Certification" form. This applies to individuals, sole proprietors, partnerships, corporations, and other legal entities such as nonprofits and governmental units who may otherwise be exempt from filing a tax return. A foreign entity shall obtain and submit the appropriate IRS Form W-8. The Form W-8 and instructions are available to Contractors by accessing the IRS website at www.irs.gov.

To assure accurate maintenance of your firm's status, the submission of the W-9 is required for each contract or purchase order executed by and between the City and its Contractors. If the term of the contract exceeds one year, the City may request periodic re-submission of the W-9. If the Contractor fails to submit the form by the deadline stated in the resubmission request, the City may refuse to pay invoices until the form has been submitted.

SPECIFICATIONS

1. **GENERAL:** The Contractors shall provide vehicle(s) with operators and supervision, for the response to events for the purpose of snow and ice control. During all requested snow removal and ice control actions, the Contractor is to ensure that the assigned route(s) is kept safe and passable to vehicles. The Contractor's personnel shall report with the approved vehicle(s) to the assigned workstation at the designated time and remain in operation until the event cleanup is determined complete and the vendor's vehicle(s) and personnel have been relieved by the appropriate DPW Authorized City Representative.
2. **SNOW AND ICE CONTROL SERVICES:** During operations, the Contractor's operators shall patrol continuously with approved vehicle while dispensing salt and/or sand until ordered to initiate plowing operations or until directed to stop. During plowing operations, the Contractor shall plow continuously to keep the roads on the assigned route(s) passable at all times. Travel lanes of designated main roads on the route(s) shall be cleared no later than two hours after the precipitation ends.

When required, the Contractor's operators and vehicle(s) shall be assigned to augment the operation of the City to provide public safety. Assigned services shall be provided by the Contractor utilizing the Contractor's vehicles until ordered to be reassigned or until directed to stop by the DPW Authorized City Representative. During the response to snow and ice control operations the Contractor's staff shall continuously perform assignments to assist in the efforts to keep all roads passable at all times. It is the City's intention to have all travel lanes of designated main roads open throughout the storm event and cleared and open no later than two hours after the precipitation ends.

3. **COMMUNICATION:** Effective Communication between the City and the Contractor's staff is essential in the performance of services during any snow removal and ice control event operations. The Contractor must provide a home/office/cellular phone number or answering service where the City can contact the Contractor or leave a message seven (7) days a week, twenty-four (24) hours a day. The Contractor's vehicle operators shall maintain constant cellular phone (hands free) contact with the assigned DPW maintenance district (8600 Glenarden Parkway, Municipal Center) and report in periodically, every two to three hours. The Contractor shall ensure that each vehicle operator has adequate cellular equipment to maintain communication for extended periods of time for 12 hour shift intervals. The Contractor

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shall provide and write on the Snow/Ice Removal Time Ticket, at time of reporting, the cellular phone number of the vehicle operator to be used during the shift. A \$50.00 deduction may be applied for each occasion during storm events upon which an operator could not be successfully contacted or reached over a cellular phone.

4. REPORTING AND OPERATIONS:

A. FOR LIQUID APPLICATOR (BRINE APPLICATOR)

(1) When a Contractor is contacted and asked to report at a pre-determined time beyond three hours of the call, its time will start at that pre-determined time, provided the truck arrives at or before that time in working order ready to perform operations. For example, the Contractor is contacted at 4:00 pm and asked to report at 10:00 pm, its time will start at 10:00 pm provided the truck arrives by 10:00 pm in working order and ready to perform operations. The Contractor will not be compensated for early arrival. Reporting late may be considered a "failure to respond."

(2) When a Contractor is contacted and asked to report immediately for anti-icing operations, the Contractor's vehicle and operator shall report to the City in working order and ready to perform emergency operations within 3 hours of notification by the City, except when the Contractor receives notification at night (6:00 pm to 6:00 am), when the response time is reduced to 2 hours. The Contractor's time will start when the vehicle arrives at the reporting site in working order, ready to perform operations. Reporting late may be considered a "failure to respond".

(3) When a Contractor is contacted and asked to report immediately for anti-icing operations, its compensation will begin at the time of notification if and only if the vehicle arrives in working order within one hour of said notification. For example, the Contractor is contacted at 6:00 pm, asked to report immediately, and the operator's vehicle arrives at the reporting site by 7:00 pm. The Contractor's starting time for payment will be 6:00 pm. If the Contractor's vehicle arrives beyond an hour of said notification, time for that operator will begin when the operator(s) arrives.

B. FOR ALL OTHER VEHICLES --

1) The Contractor's vehicle and staff shall report to the designated DPW facility no later than two hours after notification by the DPW to report. Upon reporting to the appropriate DPW facility, each Contractor vehicle shall be provided with a Snow/Ice Removal Time Ticket, which will indicate the time and date the vehicle reported with tag and cell phone number and commence standby or operations time. The vehicle operator and a DPW Authorized City Representative shall sign the Snow/Ice Removal Time Ticket for verification of Contractors report and ending time for billing purposes. The Contractor shall provide sufficient personnel to limit driving shifts to no more than 12-hour periods. All Contractor vehicles shall work continuously until directed by the DPW Authorized City Representative to suspend operations.

2) VEHICLE ASSIGNMENTS: The City shall assign the Contractor's vehicles with operators if and where needed at the beginning of each snow and ice control event to supplement the City's forces.

3) VEHICLE REQUIREMENTS: Only the following types of vehicles are deemed acceptable for inclusion in this snow and ice control bid:

- a. Pick-up 3/4 Ton, 1 Ton Pick-up Truck or SUV
- b. Single Axle Dump DRW (3-4.4 Cubic Yard Capacity)
- c. Single Axle Dump (4.5 -5.9 Cubic Yard Capacity)

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- d. Single Axle Dump (Greater than 8 Cubic Yard Capacity)
- e. Tandem Tri-Axle Dump

Rate Addition for Salt Spreaders

- a. Slide in Spreader (1.8 – 2.5 Cubic Yard Capacity)
- b. Slide in Spreader (Greater than 4 Cubic Yard Capacity)
- c. Under Tailgate Dump Spreader (8ft Width)

Equipment

- 1. Skid Steer/Bobcat
- 2. Backhoe with 4-wheel Drive (1.4 Cubic Yard minimum)
- 3. Medium Grader (125 – 150 HP)
- 4. Large Grader (125 – 150 HP)
- 5. Medium Loader (2 – 2.75 Cubic Yard Capacity)
- 6. Large Loader (3 – 4 Cubic Yard Capacity)
- 7. Brine Applicator

5. SPECIAL REQUIREMENTS:

- A. The Contractor shall provide sufficient Field Supervision to ensure a smooth coordination of snow and ice control operations. The City reserves the right to request additional supervision, if necessary, to assure continuity of service without additional cost to the City. A Contractor's Supervisor shall be assigned with complete authority to control the operators and vehicle operations and be available for twenty-four hour call out.
- B. All vehicles and personnel placed on contract as a result of this bid shall be available upon request at any time on a twenty-four hour day, seven day a week basis, and shall be employed as directed by the DPW. All vehicles shall be owned/registered to the vendor named on the purchase order and shall only be used for DPW Snow and Ice Control Services.
- C. The City reserves the right to place or remove any vehicles on/from "operating" status, as field conditions require. The City also reserves the right to terminate the "operating" status of any Contractor vehicle or employee deemed to be performing unsafely or unsatisfactorily.
- D. The City reserves the right to utilize only vehicles deemed most suitable to perform the services required. Due to the nature of the work to be performed, each vehicle listed shall be assessed to ensure that the vehicle offered by the Contractor is in conformance with the vehicle requirements and vehicle specifications described herein.
- E. All rates quoted shall be used for standby and actual "operating" time and these rates shall include supervision, operator, chains (if necessary), fuel and oil, vehicle, vehicle maintenance and incidentals. The actual time on and off the job shall be as certified by

BID NO.: 2022-01

the DPW City Authorized Representative. Standby time shall start after reporting and while waiting for instructions to begin operations. All standby time shall be paid at half (1/2) the operational hourly rate established. The City does not currently use standby, however, it has remained in the contract as an operational option. Standby is a reduced rate of pay to sit on the roadway in ready position to provide services. Standby time is defined as the Contractor's vehicle parked with operator in the City after check-in and waiting for the instruction to begin snow and ice control operations.

- F. All vehicles and personnel operating under the terms of this agreement shall be in full conformance with Federal, State of Maryland and City laws and regulations.
- G. The Contractor shall indicate the location of storage points for all vehicles. The Contractor shall provide the name of an individual(s) and phone number(s) to be called when services are to be utilized. The named individual(s) shall be available through the telephone number provided twenty-four hours per day.
- H. All vehicle bid shall be equipped with sufficient lights to provide a high degree of illumination for the operator. Further, all vehicles shall be equipped with highly visible emergency lighting including but not limited to beacon rays or comparable. Lighting shall meet the requirements of the State of Maryland.
- I. Prior to any formal award of a contract, the successful bidder shall present its vehicles for inspection by the DPW to ensure that the vehicles are safe, in good working condition and properly equipped.
- J. . A contract will not be issued to any bidder whose vehicle does not pass the City's inspection.
- K. Vehicle safety/operational inspections will be performed at the annual mandatory Contractor's meeting conducted in October/November. This meeting will be held on a pre-determined Saturday. All vehicles that are to be used in performance of this bid shall be presented at this same time for inspection.
- L. The Contractor agrees to ensure the availability of its personnel for the purpose of participating in the annual mandatory snow and ice control informational meeting. All operators and/or supervisors committed to carrying out the terms of this contract are required to attend this meeting.
- M. For each vehicle that is awarded and accepted, the Contractor shall have a minimum of two operators. Work is performed in 12-hour shifts and a relief operator shall be available, as required.
- N. In the event that a Contractor is unable to provide service as required, the City may deem performance to be unsatisfactory and the contract may be terminated after appropriate notice.
- O. The City specifically reserves the right to discontinue using any vehicle at any time, with the City being the sole judge as to whether or not the equipment is performing satisfactorily.

BID NO.: 2022-01

- P. The high-level requirements for inspections includes, but are not limited to, the following:
(1) trucks shall be in good operating condition; (2) plows and spreaders shall be attached and operable; (3) registration shall be in the company name that appears on the purchase order; (4) operator shall have the license required by the State of Maryland; insurance shall be current; (5) company name shall appear on the truck; and (6) tags must be visible.
- Q. The Contractor shall perform all specified work using properly trained and skilled individuals supervised and directly employed by the contractor.
- R. Materials and equipment furnished by the Contractor shall conform in strength, quality of materials, appearance, and workmanship to that which is usually provided by a commercial contractor in this trade.
- S. The contractor and all drivers shall be licensed and insured in the State of Maryland. All drivers must have a current CDL license. The Contractor shall be capable of providing all services required in these specifications.

6. **VEHICLE SPECIFICATIONS:** All Equipment for this Bid shall conform to the 1991 Maryland State Emissions Standards for **NOx of 5.0 g/bhp-hr.**

No equipment other than those contained herein shall be considered acceptable.

A. **Plow Trucks**

- (1) Stake Body trucks shall be equipped with snowplows with a cutting edge of at least eight feet (8'). Pick-up trucks shall be equipped with 7'6" or 8' length plows.
- (2) Plows shall be capable of being raised and lowered and articulating left and right.
- (3.) Vehicles shall have cab mounted plow controls to allow one-man operation of truck and plow.
- (4) Dump Trucks or Stake Body trucks shall be single or tandem axle type as specified, of not less than 13,000 pounds GVWR for single axle, and 20,000 pounds GVWR for tandem axle. Four-wheel drive pick-up trucks shall be a minimum of one- ton capacity.

BID NO.: 2022-01

- (5) The City may supply sand or salt for truck ballast, as needed to provide for improved traction. However, ballast shall be returned to the City yard from which it was drawn at the end of each storm period, if not spread.

B. Material Spreaders

- (1) Each vehicle shall be equipped with an acceptable materials spreader, capable of evenly distributing free flowing granular materials (such as road salt and/or treated sand) over an area at least one travel lane in width. The spreader shall be a device specifically designed for snow and ice control operations, which will distribute salt, sand or other similar materials over the roadway at a variable or calibrated rate.
- (2) Dump trucks shall be equipped with tailgate spreaders and 4-wheel drive vehicles shall be equipped with in-body material spreaders.
- (3) The City will furnish salt and abrasive materials to be applied by the Contractor's operators and vehicles.

C. Liquid Applicator Trucks

- (1) The Contractor must have one vehicle shall be equipped with a ground speed controller, capable of applying liquid chemical. Material shall be applied in a stream pattern with parallel lines of brine. Materials must not be applied in a fan pattern.
- (2) Each vehicle must be capable of performing with a continuous flow of product
- (3) Each liquid tank must go through a thorough cleaning prior to reporting to the City for the purpose of assuring that salt and brine is not contaminated by foreign material. The liquid deicing material, supplied by the City, will be pumped into the Contractor's liquid tank, using the Contractor's pump.

SPECIFICATIONS

D. Stake Body Trucks with Arrow Board and Attenuator

- (1) A minimum 13,000 GVW Stake Body truck with a forty-five by ninety-six-inch fifteen lamp arrow board is required. The arrow board shall be capable of displaying Left, Right, and Double Arrow and caution.
- (2) Vehicle must have a crash attenuator rated at 62 miles per hour attached and deployed.

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8. INVOICES:

City of Glenarden Office
of Finance
8600 Glenarden Parkway
Glenarden, Maryland 20706

Invoices shall include the following to be considered complete and submitted for payment:

- a. Invoice Number
- b. Purchase Order Number
- c. Event Date
- d. Billing Date
- e. Payment Due Date for Offered Discount
- f. Vehicle Identification and Tag Number
- g. Operator Names and Cellular Telephone Number
- h. Period or Duration of Hours Worked or on Standby
- i. Hourly Rate Quoted, Total Hours and Total Cost Extended
- j. Signed Vehicle Snow/Ice Removal Time Tickets Attached

Invoices will be approved for payment if complete and accurate.

Invoices shall contain itemized billing at the hourly rate quoted for operation services or at the standby rate that is half ($\frac{1}{2}$) the hourly rate quoted.

All supervisors and other operational overhead are included in the equipment hourly rate and no additional charges shall be invoiced.

Failure to submit a complete and accurate invoice will delay payment.

BID NO.: 2022-01

IMPORTANT: Bidders must complete, sign and return the bid response copy in a SEALED ENVELOPE. Those bids, which are not delivered and received by the CITY prior to the Bid Opening Time and Date, shall be considered late. Those late submittals will be returned to the bidder unopened.

The undersigned agrees to furnish all supplies, services, or construction identified herein in accordance with the terms, conditions, plans and specifications set forth herein, at the prices established in the bid. Delivery or performance shall be accomplished within 5 days from receipt of PURCHASE ORDER or NOTICE TO PROCEED as applicable.

FAX NO.: _____

BIDDER'S NAME: Canray Construction Inc

BIDDER'S ADDRESS: 2818 Georgia Avenue NW Washington DC 20020

AUTHORIZED SIGNATURE:   TELEPHONE NO.: 301-310-6187

PRINTED NAME AND TITLE: Horatio L Cannon

TAX IDENTIFICATION NUMBER: 46-3710212

CITY of Glenarden, MARYLAND GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS ARE INCORPORATED HEREIN.

I/We, the undersigned, having carefully read and fully understand the scope of work propose to provide the required service in accordance with the terms, conditions and specifications for the price(s) stated below:

I/We propose to provide snow/ice control service according to the specifications, terms and conditions of the bid for the sum of:

BID NO.: 2022-01

PRICE SHEET

Bid Item No.	Equipment Type	Hourly Operating Rate	Number of Vehicles Offered*
	Trucks		
001.	¾ Ton, 1 Ton Pickup Trucks, or SUV's	\$ <u>165.00</u> /hour	<u>4</u>
002.	Single axle Dump DRW (3 – 4.4 Cubic Yard Capacity)	\$ <u>165.00</u> /hour	<u>1</u>
003.	Single Axle Dump (4.5 -5.9 Cubic Yard Capacity)	(Not To Exceed \$115 per hour) \$ _____ /hour	_____
004.	Single Axle Dump (Greater than 6 Cubic Yard Capacity)	\$ <u>193.00</u> /hour	<u>1</u>
005.	Tandem/Tri-Axle Dump	\$ <u>193.00</u> /hour	<u>1</u>
	Rate Addition for Salt Spreader		
005.	Slide in Spreader (1.8 – 2.5 Cubic Yard Capacity)	\$ <u>31.25</u> /hour	<u>4</u>
006.	Slide in Spreader (Greater than 4 Cubic Yard)	\$ <u>43.75</u> /hour	<u>2</u>
007.	Under Tailgate Dump Spreader (8ft width)	\$ <u>68.75</u> /hour	<u>1</u>
	Equipment		
008.	Skid Steer/Bobcat	\$ <u>200.00</u> /hour	<u>1</u>
009.	Bobcat w/4 Wheel Drive (1.4 Cubic Yard Minimum)	\$ <u>200.00</u> /hour	<u>1</u>
010.	Medium Grader (125 – 150 HP)	\$ <u>218.75</u> /hour	<u>1</u>
011.	Large Grader (125 – 150 HP)	\$ <u>218.75</u> /hour	<u>1</u>
	Medium Loader (2.2.75 Cubic Yard Capacity)	\$ <u>218.75</u> /hour	<u>1</u>
	Large Loader (3-4 Cubic Yard Capacity)	\$ <u>218.75</u> /hour	<u>1</u>
	Brine Applicator	\$ <u>106.25</u> /hour	<u>1</u>

BID NO.: 2022-01

Stand-by rate shall be paid at half (1/2) that of the hourly operating rate. This is not currently used by the City but will remain an operational option.

During a snow event, the Contractor shall be available to the City twenty-four hours a day, seven days a week, regarding any problem or complaint experienced by the City. The City may contact the Contractor at the following telephone number:

***LIST ALL VEHICLES SEPERATELY ON "EQUIPMENT LIST" AS PART OF THIS BID Note: Bidders shall dedicate the vehicles listed in this bid solely for use on the Prince George's City Department of Public Works and Transportation Snow and Ice Control Service contract and may not use the listed vehicle for other City, Private or Public contracts.**

BID NO.: 2022-01

EQUIPMENT LIST

Note: Bidders shall dedicate the vehicle(s) listed in this bid solely for use on the Glenarden Snow and Ice Control Service contract and may not use the listed vehicle for other contracts.

DESCRIPTION MAKE & MODEL	VEHICLE REGISTRATION NUMBER	OWN	LEASE	SUBCONTRACT
2011 Ford F 350	1FT8X3BTXBEB15542	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2008 Ford F 350	1FTWF31Y88EC99833	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2005 Ford F 350	1FTNF21515EB32401	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2015 F 250		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2012 International Terrastar	1HTJ55KK5CJ611376	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2019 BobCat T595 Tract		<input type="checkbox"/>	<input checked="" type="checkbox"/>	

PROPOSAL SUBMITTED BY: Horatio L Cannon DATE: 10/04/2022
 SIGNATURE: *Horatio L Cannon* dotloop verified 10/04/22 10:45 AM EDT AK9T-SASD-EXB4-AMTT TITLE: _____

BID NO.: S15-002

REFERENCES

Each bidder shall supply the names of three references with whom they have contracted for similar services. Failure to supply this information as requested may result in the rejection of the bid.

- 1. Agency Name: City of Glenarden
 Address: 8600 Glenarden Parkway Glenarden MD 20706
 Contact Person: _____ Telephone No.: 301-773-2100
 Annual Dollar Value of Contract: 30,000
 Term of Contract: 4/mo From: 2017 To: 2022
 Brief Description of Work: Snow removal services

- 2. Agency Name: Verizon
 Address: 8699 Edgeworth Drive Capitol Heights MD
 Contact Person: _____ Telephone No.: _____
 Annual Dollar Value of Contract: _____
 Term of Contract: 20,000 From: 2014 To: 2016
 Brief Description of Work: Snow Removal Services

- 3. Agency Name: McKesson Pharmaceutical
 Address: 7721 Polk Street Landover MD
 Contact Person: _____ Telephone No.: _____
 Annual Dollar Value of Contract: _____
 Term of Contract: 4/mo From: 2008 To: 2012
 Brief Description of Work: Snow Removal Services

I certify that the above information is true and correct.

Signature: *Horatio L Cannon* dotloop verified
10/04/22 10:45 AM EDT
OFJX-ABTT-WGHD-QAZ1 Title: President
 Date: 10/04/2022

BID NO.: S15-002

APPENDIX B

ATTACHMENT 1

Subcontractor Project Participation Statement
SUBMIT ONE FORM FOR EACH SUBCONTRACTOR

Provided that _____ is awarded the Prince
Prime Contractor Name

George's City, Maryland contract in conjunction with Solicitation No. _____,

the Prime Contractor and _____, intend to enter into a
Subcontractor Name

contract by which Subcontractor shall: (describe work and staffing of project)

- No - Bond(s) are not required of Subcontractor
- Yes - The following amount and type of bond(s) that will be required of Subcontractor at time of award:

Prime Contractor Signature

Subcontractor Signature

By: _____
Name, Title

By: _____
Name, Title

Date

Date

BID NO.: S15-002

ATTACHMENT 1-a

Subcontractor Participation Schedule
(for submission with proposal)

This document must be included with the bid or price proposal. If the bidder or offeror fails to submit this form with the bid or offer as required, the City shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Prime Contractor (Firm Name, Address, Phone)	Project Description
Solicitation Number	Total Contract Amount \$
List Information For Each Subcontractor On This Project	
Firm Name	
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Firm Name	
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Firm Name	
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	

USE ATTACHMENT 4A CONTINUATION PAGE AS NEEDED

TOTAL SUBCONTRACTOR PARTICIPATION: _____ % \$ _____

(Subcontracting shall not exceed 49% of total contract)

Document Prepared By: (please print or type)

Name: _____

Title: _____

BID NO.: S15-002

ATTACHMENT

TO BE SUBMITTED WITH BID

City Manager
City of Glenarden
8600 Glenarden Parkway
Glenarden, MD 20706

RE: Contract
Snow Removal

NON-COLLUSION AFFIDAVIT

I, Horatio L Cannon, depose and state under the penalties of perjury, to the best of my knowledge and information:

That I am the President
(Owner, Partner, Title if on behalf of a Corporation)

of Canray Construction Inc.
(Name of Business, Corporation or Partnership)

the party submitting the foregoing Bid; that (he has not) (no officer of the said Corporation has) (no partner of the said Partnership has) nor has any person, firm or corporation acting on (his/her) (its) (their) behalf, agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Bid 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 Bid Price of the Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Bid is submitted; that in making this Affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

Horatio L Cannon dotloop verified
10/04/22 10:45 AM EDT
8R5D-G1E-K4BU-KS8Y

(SEAL)

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

BID NO.: S15-002

ATTACHMENT

TO BE SUBMITTED WITH BID

City Manager
City of Glenarden
8600 Glenarden Parkway
Glenarden, MD 20706

RE:

Snow Removal

NON-CONVICTION AFFIDAVIT

I, Horatio L Cannon the undersigned President of
Canray Construction Inc. (Office Held)
(Name of Business Entity), being first duly sworn on oath, affirm and

state this 4th day of OCTOBER, 2022 that I hold the aforementioned
office in Canray Construction Inc.
(Name of Business Entity)

the said entity submitting a bid or otherwise applying for a contract with the CITY OF GLENARDEN, MARYLAND, a municipal corporation in the state of Maryland, for the supply of goods or services, to wit: a contract for snow removal and that I hereby certify under the penalties of perjury to the best of my knowledge and information, that no officer, director or partner of:

Canray Construction Inc.
(Name of Business Entity)

nor any employee thereof directly involved in obtaining contracts with the state of Maryland or any county or other political subdivision thereof has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government for acts or omissions committed, or of any offense enumerated in §16-203 of the State Finance and Procurement Article or found civilly liable statute as provided in §16-203 of the State Finance and Procurement Article.

Horatio L Cannon dotloop verified 10/04/22 10:45 AM EDT FTBKJNOV-NHO1-WGFL SEAL)

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

BID NO.: S15-002

PAGE TO BE INCLUDED WITH BID

City Manager
City of Glenarden
8600 Glenarden Parkway
Glenarden, MD 20706

VENDORS CERTIFICATION

As a matter of policy, the City requires that any contractor receiving a contract or award from the City of Glenarden, Maryland, shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (We) hereby certify under the penalties of perjury that if the contract is awarded to our firm, partnership or corporation that no member of the elected governing body of the City of Glenarden or members of its immediate family, including spouse, parents or children, or any person representing or purporting to represent any member or members of the elected governing body, has received or has been promised, directly or indirectly, any financial benefit by way of fee, commission, finders' fee political contribution, or any similar form of remuneration on account of the acts of awarding and/or executing this contract, unless such officer or employee has been exempted by the provisions of the ordinances of the City of Glenarden.

Horatio L Cannon dotloop verified
10/04/22 10:45 AM EDT
GUMH-QRME-DKQP-6AKW

Signature of person authorized to sign the bid

President

Title

Canray Construction Inc

Name of Firm/Partnership/Corporation

10/04/2022

Date

BID NO.: S15-002

ATTACHMENT

TO BE SUBMITTED WITH BID

City Manager
City of Glenarden
8600 Glenarden Parkway
Glenarden, MD 20706

RE: Contract
Snow Removal

FALSE PRETENSES AFFIDAVIT

I, Horatio L Cannon, the undersigned President of
(Office Held)

Canray Construction Inc., being first duly sworn on oath, affirm and
(Name of Business Entity)

state this 4th day of OCTOBER, 2022 that I hold the aforementioned

office in Canray Construction Inc.
(Name of Business Entity)

I FURTHER DECLARE AND AFFIRM, under the penalties of perjury, that neither I nor, to the best of my knowledge and information, 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 City, 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.

Horatio L Cannon dotloop verified
10/04/22 10:45 AM EDT
4090-V2RQ-UDQXJDS3 (SEAL)

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

BID NO.: 2022-01

INVITATION FOR BID
ADMINISTRATIVE OFFICES
8600 GLENARDEN PARKWAY
GLENARDEN, MARYLAND 20706
(301) 773-2100

BID NO.: BID TITLE: Snow and Ice Control Services for Roads in the City of Glenarden -

DATE ISSUED: August 8, 2022

BID OPENING DATE & TIME: September 2, 2022 @ 4:00 PM

ADDENDUM #: _____ PRE-BID CONF. DATE & TIME: N/A

BUYER: City of Glenarden TELEPHONE NUMBER: (301) 773-2100

THIS BID IS: FORMAL X REQUEST FOR QUOTE _____: CONSTRUCTION _____ GOODS _____ SERVICES X

TERM OF CONTRACT: The initial term of this contract will begin November 1st, 2022. The City will have the option to extend the contract for two additional one year periods.

F.O.B. POINT: Glenarden, Maryland

BID DEPOSIT: N/A BONDS: PERFORMANCE N/A PAYMENT N/A

SUBMIT FOLLOWING MATERIAL WITH BID: As stated in bid

IMPORTANT: Bidders must complete, sign and return the bid response copy in a SEALED ENVELOPE. Those bids, which are not delivered and received by the ADMINISTRATIVE OFFICE of the City of Glenarden prior to the Bid Opening Time and Date, shall be considered late. Those late submittals will be returned to the bidder unopened.

The undersigned agrees to furnish all supplies, services, or construction identified herein in accordance with the terms, conditions, plans and specifications set forth herein, at the prices established in the bid. Delivery or performance shall be accomplished within _____ days from receipt of PURCHASE ORDER or NOTICE TO PROCEED as applicable.

BIDDER'S NAME: RODOLFO H. HUACHO

BIDDER'S ADDRESS: 7009 EAST FORES ROAD, HYATTSVILLE MD 20785

AUTHORIZED SIGNATURE:  TELEPHONE NO.: (301) 300 - 2176

PRINTED NAME AND TITLE: Rodolfo Huamani Huacho

TAX IDENTIFICATION NUMBER: 48 - 564 - 1568

The CITY OF GLENARDEN, MARYLAND GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS ARE INCORPORATED HEREIN.

CURRENT INFORMATION ON OTHER BID/PROPOSAL OPPORTUNITIES MAY BE OBTAINED BY CALLING
THE CITY OF GLENARDEN (301) 773-2100

BID NO.: 2022-01

**INVITATION FOR BID
OPEN ENDED
SNOW AND ICE CONTROL SERVICES
FOR CITY OF GLENARDEN
THE DEPARTMENT OF PUBLIC**

WORKS BID NO.: 2022-01

THIS PACKAGE CONSISTS OF:

General Conditions and Instructions to Bidders Specific
Bid Conditions
Specifications Price
Bid Sheet
Equipment List
Reference Sheet
Appendix A - Form 1-1A – Bid/Proposal Affidavit
Attachment 2 - NON COLLUSION AFFIDAVIT
Attachment 3 - NON-CONVICTION AFFIDAVIT
Attachment 4 - FALSE PRETENSES AFFIDAVIT
Attachment 5 - VENDORS CERTIFICATION

PRE-BID CONFERENCES

LOCATION: The City of Glenarden
James R. Cousins Municipal Center 8600
Glenarden Parkway
Glenarden, Maryland 20706

BID OPENING

**BIDS SHALL BE SUBMITTED PRIOR TO BID OPENING.
ON: SEPTEMBER 2, 2022 @ 4:00 pm EST**

ALL BIDS WILL BE ACCEPTED AT THE ADDRESS BELOW:

The City of Glenarden
James R. Cousins Municipal Center 8600
Glenarden Parkway
Glenarden Maryland 20706

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The general rules and conditions that follow apply to all purchases and become a part of each invitation for bid, purchase order or other award issued by the City, unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.

Subject to City laws and all rules, regulations and limitations imposed by legislation, bids on all advertisements and invitations issued by the City of Glenarden will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the Invitation for Bid.

CONDITIONS OF BIDDING

1. **Proposal Forms:** Bids shall be submitted only on the forms provided by the City. The bidder shall retain one copy for its files and submit one copy signed and sealed, in the envelope provided by the City.
2. **Late Bids:** Bids or proposals or amendments thereto must be received at the Administrative Offices in the City of Glenarden during business hours and not later than the scheduled time and date for bid opening, or closing date and time for receipt of proposals. Bids or proposals received (and time stamped) after the scheduled time will be considered late and returned to the sender unopened. Postal delays or misrouting shall not constitute a basis for acceptance of late bids or proposals.
3. **Withdrawal or Modification of Bids or Proposals:** A written request for the withdrawal of a bid or proposal, or modification of a bid, may be granted if the request and the envelope containing the request is identified with the Bid or Proposal number, title, time and date of bid opening, or closing date for receipt of proposals, and is received in the Administration office prior to the scheduled bid opening time or closing time and date for receipt of proposals.
4. **Mailing of Bids:** Bids, which are to be publicly opened, may have attached a special mailing envelope which must be used by bidders in presenting such bids. In the event that the bid contains bulky subject material, the special mailing envelopes must be firmly affixed to any other wrapper being used.
5. **Completeness:** All information required by Invitation to Bid must be supplied to constitute a proper bid.
6. **Bids Binding 60 Days:** Unless otherwise specified all formal bids submitted shall be binding for 60 calendar days following bid opening date, unless the bidder(s), upon request of the City Manager, agrees to an extension.
7. **Conditional Bids:** Qualified bids are subject to rejection in whole or in part.
8. **Bids for All or Part:** Unless otherwise specified by the City or by the bidder, the City Manager reserves the right to make an award on all items, or on any of the items according to the best interests of the City. Bidder may restrict a bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder names a total price for all the articles without quoting a price on each separate item, may be rejected at the option of the City.
9. **Errors in Bids:** When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder. Erasures or changes in bids must be initialed.
10. **Questions Re: Specifications:** Any information relative to interpretation of specifications and drawings shall be requested of the City Manager, in writing, and in ample time before the opening of bids. Inquiries received within five (5) days of the date set for the opening of bids will not be given consideration. Any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be sent to all prospective bidders no later than three (3) days before the date set for opening of bids. Oral answers will not be binding on the City.
11. **Multiple Bids:** No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM ALL PRICES FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE CITY MANAGER.
12. **Taxes:** The City of Glenarden is tax exempt.
13. **Catalogs:** Each bidder shall submit in duplicate where necessary or when requested by the City Manager, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the material or work the bidder proposes to furnish.
14. **Competency of Bidders:** The City reserves the right to reject any bid or proposal from any person, firm or corporation that is in arrears or in default to City of Glenarden upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City, or had failed to perform faithfully any previous contract with the City. The bidder, if requested, must present within 48 hours evidence satisfactory to the City Manager of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.
15. **Access to Information About Hazardous and Toxic Substances Act:** In accordance with Subtitle 4 of the Maryland Occupational Safety and Health Law: If any product or substance being offered herein is classified as either a "Hazardous Chemical" or a "Health Hazard" as defined therein, then bidder shall submit with the bid a material safety data sheet for each product or substance being offered. Failure to comply with this requirement may result in bid being declared non-responsive.

Additionally, bidder agrees (by virtue of bid submittal) to comply with all provisions of Subtitle 4.
16. **Bid Bond, Certified or Cashier's Check:** When required, each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in the State of Maryland. An annual bid bond on file with the City with an uncommitted balance equal to the bid shall be acceptable as surety. The City will also accept a cashier's check, certified check, U.S. Postal Money Order, or Treasurer's check drawn on a responsible bank doing business in the United States which is made payable to the City of Glenarden, Maryland. When computing amount of Bid for certified check purposes, do NOT deduct for trade- ins.

SPECIFICATIONS

BID DEPOSIT

17. **Annual Bid Bonds:** Bidders who regularly do business with the City shall be permitted to file with the City an annual bid bond in the amount specified herein. Such annual bonds shall be acceptable as Surety in lieu of the furnishing of surety with each individual transaction.

Annual bid bonds shall be in an amount as determined by the bidder, of no less than \$1,000.00. If at any time, the requirements of a specific bid invitation exceeds the amount of the annual bid bond, or should the aggregate amount of the bid security requirements on all unresolved bids submitted by your firm exceed the amount of the annual bid bond, additional surety will be required in the appropriate sum.

18. **Samples:** The samples submitted by bidders on items which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Samples on which bidders are unsuccessful must be removed as soon as possible after award has been made on the item or items for which the samples had been submitted. The City will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made.

Bidders shall make all arrangements for delivery of samples to the place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.

All samples packages shall be marked "Samples for Purchasing Division" and each sample shall bear the name of the bidder, item number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

19. **Trade Names:** In cases where an item is identified by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the bidder.

The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of its proposal exactly what he proposes to furnish, and forwards with its bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by its bid.

The City Manager hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith.

If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, the successful contractor after award and before manufacture or shipment may be required to submit working drawings or detailed descriptive data sufficient to enable the City Manager to judge if each requirement of the specifications is being complied with.

20. **Formal Specifications:** The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications, and drawings. Whenever herein mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. standards, or similar expressions, the requirements of these laws, standards, etc., shall be construed as to the minimum requirement of these specifications.

All deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the City to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

AWARD

21. **Award or Rejection of Bids:** The contract will be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation, provided the bid price is reasonable and it is to the interest of the City to accept it. The City Manager reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the City. The City Manager also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder whose investigation shows is not in a position to perform the contract.

In determining responsibility, the following qualifications, in addition to price, will be considered by the City Manager.

- a. The ability, capacity and skill of the bidder to perform the service required within the specified time.
- b. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- c. The quality of performance of previous contracts or services.
- d. The previous and existing compliance by the bidder with laws and ordinances relating to previous contracts with the City and to the bidder's employment practices.
- e. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services.
- f. The quality, availability and adaptability of the supplies, contractual services, to the particular use required.
- g. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- h. Whether the bidder is in arrears to the City, in debt on contract or is a defaulter on surety to the City or whether the bidder's tax or assessments are delinquent.
- i. The resale value and life cycle costs of the subject of the contract.
- j. Such other information as may be secured by the City Manager.

In determining a bidder's responsibility the City Manager shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the bidder's liability.

22. Indemnity: The Contractor shall indemnify, keep and save harmless the City, its agents, officials and employees, against all injuries, death, loss damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the City in consequence of the granting of this contract of which may in anyway result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or its employees, of the subcontractor or its employees, if any, and the contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the City in any such action, the Contractor shall at its own expense, satisfy and discharge the same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.

23. Collusive Bidding: The bidder certifies that its bid is made without any previous understanding, agreement of connection with any person, firm, or corporation making a bid for the same project without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

24. Identical Bidding – may be deemed suspicious.

25. Specific Bid Quantities: Where quantities are specifically stated, acceptance will bind the City to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the City will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless contractor furnishes the City Manager with a statement of unordered balances not less than ten days after the termination date of the contract.

26. Requirements Bid Quantities: On "Requirements" bids, acceptance will bind the City to pay for, at unit bid prices, only quantities ordered and delivered.

27. Protests: Any bidder which alleges that it has been or will be improperly denied the award of bid may protest the decision or potential decision of the City after the receipt and opening of bids. Any protest shall be in writing and filed in duplicate with the City and addressed to the City Manager in an envelope marked "PROTEST." The protest shall set forth the identity of the protestor, the identity of the procurement activity, the basis for the protest, including supporting exhibits and documents which substantiate the protestor's allegations. All protests shall be delivered not later than seven (7) days after the protestor knew or should have known of the facts and circumstances upon which the protest is based. Based upon the information contained in the protest, the City Manager may schedule a hearing or issue a decision based upon the record. If a hearing is granted, it shall be scheduled promptly and a written decision shall be issued as expeditiously as possible.

Protests based upon alleged improprieties in any type of solicitation which are apparent before bid opening or the closing date for receipt of proposals shall be delivered before bid opening or closing date for receipt of proposals. Protests not delivered within the time periods specified above shall be untimely.

CONTRACT PROVISIONS

28. Availability of Funds: A contract shall be deemed executory only to the extent of appropriations for the purchase of the services or articles. The City's extended obligation on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year.

29. Contract Alterations: No alterations or variables in the terms of a contract shall be valid or binding upon the City unless made in writing and signed by the City Manager or its authorized agent.

30. Expiration of Contracts: Contracts will remain in force for full periods specified and until all articles ordered before date of expiration shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to the expiration date.
- b. Extended upon written authorization of the City Manager to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

31. Subletting of Contract: It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet, or otherwise dispose of its contract or its right, title or interest therein, or its power to execute such contract, to any other person, firm or corporation, without the previous written consent of the City Manager, but in no case shall such consent relieve the contractor from its obligations, or change the terms of the contract.

32. Default Remedies: The contract may be canceled or annulled by the City Manager or its designee in whole or in part by written notice of default to the contractor for any of the following reasons: failure to perform in accordance with contract specifications, failure to make timely delivery of supplies or services as stipulated in the bid or proposal, violation of any contract term, suspension or debarment for reasons of civil or criminal indictment or conviction, failure to prosecute the work or any separable part thereof with such diligence as to insure its completion within the time specified in the contract, or any extension thereof, fraud or misrepresentation on a City contract, or failure to make timely replacement or correction of rejected articles or services. In the event of partial termination for default, the contractor shall continue the performance of the contract to the extent not terminated.

In the event of default by the contractor, the City may re-procure similar articles or services in such manner as to facilitate the most expeditious delivery or performance.

The Bidder/Offeror agrees by virtue of submitting a bid or proposal in response to this solicitation, that the contractor is obligated to the City for any excess re-procurement costs incurred by the City as a result of the contractor's default. Excess re-procurement costs shall be defined as the difference between the defaulting contractor's contract price and the price paid by the City for similar goods or services, plus any additional costs incidental by accelerating delivery, and any reasonable administrative expenses incurred by the City in making the re-procurement.

The contractor agrees by submitting a bid or proposal that such excess re-procurement costs may be recovered by the City by: 1) deduction of such amount from monies owed the contractor on this or any other contract(s) the contractor may have with the City, 2) by recourse to the contractor's surety, 3) by direct payment by the contractor to the City or 4) Legal action against the contractor.

33. Termination for Convenience: The performance of work under this contract may be terminated by the City within 30 days written notice or such time as mutually agreeable to the parties not to exceed 30 days, in whole or in part whenever the City shall determine that such termination is in the best interest of the City. The City will pay all reasonable costs associated with this contract that the contractor has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor may not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

34. Liability: The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of nature, act of government, act of a terrorist or an enemy state or by any other circumstances which, in the City's

opinion is beyond the control of the contractor. Under such circumstances, however, the City may in its discretion, cancel the contract.

35. New Goods, Fresh Stock: All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.

36. Non-Discrimination: A contractor who is the recipient of City Funds, or who proposes to perform any work or furnish any goods under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public because of religion, race, sex, age, physical or mental disability, or perceived disability. Discriminatory practices based upon the foregoing are declared to be contrary to the public policy of the City. The Contractor agrees to be in full compliance with the federal mandates of the Americans with Disabilities Act. The Contractor further agrees that this article will be incorporated by contractor in all contracts entered into with suppliers of materials or services; and contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor services in connection with this contract.

37. Guarantee: Unless otherwise specified, the Contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, at its expense, shall repair or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City at least detrimental to the operation of City business.

38. Placing of Orders: Orders against contracts will be placed with the contractor on either a Purchase Order or Blanket Purchase Order executed and released by the City Manager. Telephonic orders placed directly with the contractor by the ordering agency may be authorized by the City Manager, only after execution of a Blanket Purchase Order.

39. Delinquent Tax Setoffs: In the event that the contractor owes money to the City as a result of the entry of judgment, debt arising out of a contract, default as surety to the City, delinquent taxes or assessments or for any other debt or liquidated damages, the City may withhold and set-off such sums owed to the City from payments owed to the contractor by virtue of this or other contracts.

DELIVERY PROVISIONS

40. Responsibility for Materials Shipped: The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure to do so within ten days after date of notification, the City may return the rejected materials or supplies to the contractor at its risk and expense, or dispose of them as its own property.

41. Inspections: Inspection and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the City for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.

42. Time of Delivery: Deliveries will be accepted between 8:30 a.m. and 4:00 p.m. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or City Holidays.

43. Packing Slips or Delivery Tickets: ALL SHIPMENTS or DELIVERIES shall be accompanied by Packing Slips or Delivery

Tickets, and shall contain the following information for each item delivered:

The Purchase Order Number
The Name of the Article and Stock Number (Supplier's)
The Quantity Ordered
The Quantity Shipped
The Quantity Back Ordered
The Name of the Contractor

Bidders are cautioned that failure to comply with these conditions SHALL BE CONSIDERED SUFFICIENT REASON FOR REFUSAL TO ACCEPT THE GOODS.

44. General Guaranty: Contractor agrees to:

- a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the contractor is not the patentee, assignee, licensee or owner.
- b. Protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to its own work or to the work of other contractors, for which he or its workmen is responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the City and State of Maryland.

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**THE CITY OF GLENARDEN
SERVICES**

SPECIFIC BID CONDITIONS

1. **INTENT**: It is the intent of this Invitation for Bids to obtain contract(s) for snow removal and ice control, including trucks (vehicle) with suitable equipment with operators and supervision, to be used in snow and ice control operations throughout the City of Glenarden, Maryland. Bidders shall dedicate the vehicle(s) listed in this bid solely for use on the Department of Public Works (DPW) Snow and Ice Control Services contract and shall not offer a vehicle that is currently committed, dedicated or contracted to any other entity, during the Term as defined in herein.
2. **TERM**: The initial term of this contract will be from date of award through a twelve (12) month period ("the Initial Term"). The City will have the option to extend the contract by mutual agreement of the parties for two (2) additional one year periods (each, a "Renewal Term").
3. **SCOPE**: The Contractors shall provide vehicle(s) with operators and supervision, for the purpose of snow removal and ice control outlined in Exhibit A (City Map) and Exhibit B (Street list). Snow removal and ice control season typically runs, but is not limited to, November 1st through April 15th of each year. During all requested snow removal and ice control actions, the Contractor is to ensure that the assigned route(s) is kept safe and passable to vehicles. The Contractor's personnel shall report with the approved vehicle(s) to the assigned workstation at the designated time and remain in operation until the event clean-up is determined complete and the Contractor's vehicle(s) and personnel have been relieved by the City Manager or appropriate DPW Authorized City Representative.
4. **PRICE**: The contract price shall remain firm/fixed for the Initial Term. The prices will be increased in accordance with increase, if any, in the Consumer Price Index for the Washington Metropolitan Area (CPI-U) using the September Base Index for each Renewal Term
5. **AWARD**: The City intends to award this bid by line item to the lowest responsive, responsible bidder capable of providing the service to the satisfaction of the City. In determining responsibility, the following qualifications, in addition to price, listed in the "General Conditions and Instructions to Bidders," (a) through (j) will be applicable.
 - A. Pick-up 3/4 Ton, 1 Ton Pick-up Truck or SUV
 - B. Single Axle Dump DRW (3-4.4 Cubic Yard Capacity)
 - C. Single Axle Dump (4.5-5.9 Cubic Yard Capacity)

BID NO.: 2022-01

INVITATION FOR BID
SNOW AND ICE CONTROL SERVICES
FOR CITY ROADS

SPECIFIC BID CONDITIONS

5a. AWARD: (continued)

- D. Single Axle Dump (Greater than 8 Cubic Yard Capacity)
- E. Tandem Tri-Axle Dump

Rate Addition for Salt Spreaders

- F. Slide in Spreader (1.8 – 2.5 Cubic Yard Capacity)
- G. Slide in Spreader (Greater than 4 Cubic Yard Capacity)
- H. Under Tailgate Dump Spreader (8ft Width)

Equipment

- 1. Skid Steer/Bobcat
- 2. Backhoe with 4 wheel Drive (1.4 Cubic Yard minimum)
- 3. Medium Grader (125 – 150 HP)
- 4. Large Grader (125 – 150 HP)
- 5. Medium Loader (2 – 2.75 Cubic Yard Capacity)
- 6. Large Loader (3 – 4 Cubic Yard Capacity)
- 7. Binder Applicator

6. EVALUATION: The bid prices shall be evaluated on the following basis:

Price	45
Capability	30
Locally Based	25
Total	100

7. PAYMENT TERMS: Payments for the snow removal and ice control operations will be at the rate quoted for the hourly operating rate for each piece of vehicle(s) identified on the price quotation sheet. Payment terms are net thirty (30) days upon approval and verification of invoices for completeness.

8. PRE-BID CONFERENCE: In an effort to accommodate the need of the City, the bid opening will be held at the **Glenarden Municipal Center, 8600 Glenarden Parkway, Glenarden, Maryland 20706**. To discuss objectives and ask questions relating to this formal bid please email all inquiries and comments to the City Manager, Consuella Barbour and copy the Executive Assistant, Jordan McClung on ALL correspondences jmccclung@cityofglenarden.org and cbarbour@cityofglenarden.org. Submitted questions and their responses will be emailed to all bidders.

QUESTIONS DUE:

August 26, 2022 @ 12:00 PM

BID NO.: 2022-01

INVITATION FOR BID
SNOW AND ICE CONTROL SERVICES
FOR CITY ROADS

SPECIFIC BID CONDITIONS

BID OPENING

September 2, 2022 @ 4:00 pm EST

All bidders shall bring a copy of the bid package, as it shall be used as a primary part of the agenda. Questions and inquiries shall be submitted according to the following schedule:

Questions and inquiries shall be submitted by the due date and time noted above to:

Jordan McClung, Executive Assistant
City of Glenarden
8600 Glenarden Parkway
Glenarden, Maryland 20706
jmcclung@cityofglenarden.org

9. **NOTICE TO BIDDERS**: Each bidder, before submitting a bid, shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.
10. **INSPECTION AND ACCEPTANCE**: The City will inspect the assigned routes upon completion and termination of the snow or ice event, determine whether the work is acceptable, and notify the Contractor of the City's acceptance or rejection of the work. If the work is unacceptable to the City, the Contractor shall re-do the work in a manner acceptable to the City.
11. **CITY HELD HARMLESS**: The Contractor shall be responsible for any loss, personal injury, deaths and/or damages that may occur or be suffered by any persons by reason of the Contractor's negligence or failure to perform any of the obligations that this contract obligates it to perform and the Contractor hereby agrees to indemnify and hold the City harmless from any loss, cost damages and other expenses suffered or incurred by the City by reason of the Contractor's negligence or failure to perform any of the said obligations. The Contractor shall take proper safety and health precautions to protect its work, its employees, the public and the property of others from any damages or injury resulting from the performance of their work described herein.
12. **TERMINATION FOR DEFAULT**: If the Contractor fails to fulfill its obligations under the contract properly and on time or otherwise violates any provision of the contract, the City may terminate the contract by written notice to the Contractor. The written notice shall specify the acts or omissions relied on as cause for termination. The City shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the City shall have remedies otherwise available to it under applicable law for the collection of damages or deduction from monies due the Contractor on this or other City contracts. Damages shall include re-procurement costs.

BID NO.: 2022-01

13. **ASSIGNMENT:** All covenants and agreements herein contained shall extend to and be obligatory on the successor and assigns of the Contractor, but the Contractor shall not assign the contract or any payment to become due thereunder except with the prior consent of the City. The City may terminate the contract if assignment is made without the City Manager's approval.
14. **PERSONNEL:** The Contractor represents that it has in its employment or shall secure at its own expense, all personnel required to perform the services under this bid. Such personnel shall not be the employees of, nor have any contractual relationship with the City. Personnel shall be proficient in the use of hands free cellular telephones as a means of communication and shall comply with applicable law governing their use. All services required hereunder shall be performed by the Contractor utilizing its own vehicle(s). All personnel engaged in the work shall be fully qualified, authorized and licensed, under the State and local laws, to perform such services.
15. **SUBCONTRACTING:** Any person undertaking a part of the work under the terms of the contract, by virtue of any agreement with the Bidder, shall receive approval of the City Manager prior to any such undertaking. In the event the Bidder desires to subcontract some part of the work specified herein, the Bidder shall furnish with its proposal the names, qualifications, and experience of its proposed subcontractors. The Subcontractor's contract portion shall not exceed 49% of the contract. Subcontractors shall conform, in all respects, to the terms of the Contract awarded to any successful bidder. A Contractor shall, however, remain fully liable and responsible for the work done by its subcontractors. The City may terminate the Contract if the work is subcontracted without the City Manager's prior approval.
16. **SAFETY MEASURES:** The Contractor shall take all necessary precautions for the safety of employees on the work and shall erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the workmen and public.
17. **PERFORMANCE:** All work performed shall be of high quality in accordance with good practices, procedures and industry standards. The Contractor shall conform to all Federal, State and local laws and governmental regulations.
18. **Insurance:** The Contractor covenants to maintain all applicable insurance the amounts set forth herein. The Contractor further agrees to provide evidence of such insurance within ten (10) days from notice of award. The Certificates of Insurance shall provide that the City shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in the coverage. Contractor must provide Certificates of Insurance to the City before commencing any work pursuant to this Agreement. All insurance must name the City as an additional insured, not just a certificate holder.

PROVISION OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE CONTRACTOR OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE CONTRACTOR IN THE CONTRACT AWARDED, OR FOR WHICH THE CONTRACTOR MAY BE LIABLE BY LAW OR OTHERWISE.

 - A. **Workers' Compensation Insurance:** The Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation Insurance.
 - B. **Comprehensive General Liability Insurance:** The Contractor shall provide general liability insurance in the amount set forth herein. Coverage shall include completed operations and contractual liability coverage and shall be issued on an occurrences basis.
 - (1) **Personal injury liability insurance** with a limit of \$1,000,000.00 for each occurrence and \$1,000,000.00 aggregate, where insurance aggregates apply;

BID NO. : 2022-01

(2) Property damage liability insurance with limits of \$250,000.00 for each occurrence and \$500,000.00 aggregate, where aggregates apply.

C. Automobile Liability Insurance. Motor vehicle insurance meeting the requirements of Maryland law and covering every vehicle and driver involved in providing the services, in the following amounts:

- (1) Bodily injury liability with limits of \$500,000.00 each person and \$1,000,000.00 each accident;
- (2) Property damage liability with a limit of \$100,000 each accident.

19.4. SPECIAL PROVISIONS FOR INSURANCE:

- (1) The Contractor shall forward to the City Manager a certificate(s) of insurance indicating the insurance and any special provisions required under the foregoing provisions. Such certificate(s) shall be in a form satisfactory to the City and shall list the various coverages and limits. Insurance companies providing the coverage shall be acceptable to the City, rated by A.M. Best and carry at least an "A" Rating VIII). In addition to the aforementioned provisions, such insurance policies shall not be changed or canceled and they will be automatically renewed upon expiration and continued in full force and effect until completion and acceptance of all work covered by the contract, unless the City's, Manager's Office is given 30 days written notice before any change or cancellation is made effective. If requested, the Contractor shall directly furnish the City Manager's Office with a certified copy of each insurance policy upon request.
- (2) The initial and subsequent certificates of insurance shall include a description of the contract work and the assigned contract number. Prior to beginning any project work, the insurance requirements as outlined by the City Manager's Office shall be approved in writing.
- (3) All insurance shall be procured from insurance or indemnity companies acceptable to the City and licensed and authorized to conduct business in the State of Maryland. The City's approval or failure to disapprove insurance furnished by the Contractor shall not release the Contractor of full responsibility for liability for damage and accidents.
- (4) If at any time the above required insurance policies should be canceled, terminated or modified so that the insurance is not in full-force and effect as required herein the City reserves the right to terminate this contract.
- (5) The Contractor shall require each subcontractor to provide evidence of insurance coverage specified herein and such evidence of coverage shall be provided to the City Manager's Office prior to commencement of work. Such coverage shall remain in full force and effect during the performance of activities under this contract.

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- (6) Any contract of insurance or indemnification naming the City, or any of the departments, agencies, administrators or authorities as an additional insured shall be endorsed to provide that the insurer will not contend in the event of any occurrence, accident, or claim that the City, et al, are not liable in tort by virtue of being governmental instrumentalities or public or quasi-public bodies.
- (7) In the event the required certificates of insurance as specified herein are not furnished within ten business days prior the execution of the contract, the Contractor shall not be permitted to enter upon the property to perform the duties outlined in the contract until all required insurance certificates or evidence of self- insurance has been received.
- (8) The Contractor shall, prior to contract execution, and for each extension of the contract, furnish to the City Manager certificates of insurance as evidence of such insurance coverage stated above. Such insurance certificates shall provide that the City Manager be notified in writing by the insurer at least 30 days prior to cancellation or material change of any such coverage.

The certificate of insurance should be sent to:

City of Glenarden
8600 Glenarden Parkway
Glenarden, Maryland 20706

19. SAFETY MEASURES: Contractor shall take all necessary precautions for the safety of employees on the work and shall erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the workmen and public.
20. RESPONSIBILITY OF CONTRACTOR: At its own expense, the Contractor shall:
 - A. Obtain all necessary licenses and permits.
 - B. Provide competent supervision.
 - C. Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of Contractor's fault or negligence.
 - D. Perform the work without unnecessarily interfering with other City activities.
 - E. Provide all necessary labor, vehicle(s), materials and supervision necessary to perform the work as required.
 - F. The Contractor's vehicle(s) and operator(s) shall be available seven (7) days a week, twenty-four (24) hours a day. The City reserves the right to place any vehicle on actual operating time, and to discontinue using any vehicle at any time as field conditions require or if a unit is not working satisfactorily. The City will be the sole judge as to whether the operator and/or the vehicle are performing satisfactorily.

- G. The Contractor is responsible for having and maintaining all safety equipment as required by the City, including but not limited to working lights, horns, heaters, wipers, defrosters. The Contractor shall furnish and maintain all exterior lighting systems including overhead emergency amber rotating or strobe lighting. The emergency lighting shall have 360° visibility at all times. Vehicle headlight beam is required to meet Maryland Motor Vehicle Laws concerning visibility both to and from vehicle. The Contractor's vehicle and operator shall be required to meet all DOT regulations and motor vehicle laws.
- H. The Contractor shall provide all service and repairs to keep its vehicles running for the entire time needed and until released by the responsible City supervisor. The City will not compensate the Contractor for down time on vehicles. The Contractor shall report to the City when its vehicles are down for repairs and when the repairs have been completed and the vehicles are operational.
- (1) All Contractor personnel and vehicles must be logged in at the maintenance facility office or other designated area by a City representative for each winter storm event. The Contractor's personnel shall demonstrate that safety lights are operational. In addition, all salt brine pumps, valves, fittings, and nozzles are operational and free of excessive leaking. Failure to demonstrate the above shall make the vehicle unusable by the City.
 - (2) The Contractor's vehicles must have a full tank of fuel when they report to the City. The Contractor's personnel shall have a cellular phone and the cellular phone number shall be given to the DPW City's representative. If a truck does not have a full tank of gas or if the operator lacks a cellular phone, the City may determine the unit unusable.
 - (3) At the end of operations, all Contractor personnel and equipment must be logged out at the maintenance facility's front office or other designated area by the DPW Authorized City Representative or City Manager Representative and all Snow/Ice Removal Time Tickets must be signed in order to receive payment. Contractor equipment shall not be stored on City property.

21. PAYMENT PER VEHICLE:

- A. The payment for each vehicle shall be at the established hourly operating rate (standby or working) based on the price quoted for that vehicle. Standby time shall be paid at one half (1/2) of the established hourly operating rate. Time will be verified by submission of the Snow/Ice Removal Time Tickets which will be issued to the Contractor by the appropriate DPW Authorized City Representative. The Contractor shall submit completed Snow/Ice Removal Time Tickets for vehicle.
- B. Hourly rates submitted on the price quotation sheets shall be considered full compensation for services and shall include supervision, operator, fuel, lubricants, supplies, repairs and maintenance and other incidentals deemed necessary for the safe operation of the vehicle(s).

- C. In addition to the City paying the Contractor at the specified rate for the time a vehicle actually worked, the City will allow time for minor repairs, adjustments and fueling not to exceed ten percent (10%) of the actual time worked on any shift. If the Contractor furnishes any vehicle that the City determines is not in good working order, the City will not accept the vehicle(s) and no compensation or consideration will be given to the Contractor.
 - D. Time lost more than that provided for in Paragraph (C) above will not be compensated.
 - E. No compensation shall be made above the quoted hourly rates.
22. START TIME AND LIQUIDATED DAMAGES:
- A. In the event that a particular vehicle offered by the Contractor in its bid does not respond within two hours to a call out for snow and/or ice control operations, a liquidated damage amount of \$250.00 per single/tandem axle truck and \$100.00 per 4-wheel drive vehicle may be charged for the first and second offense and termination of services after the third offense.
 - C. For the purpose of this bid, the start of each operation shall be determined from the time of reporting for operation to the end of the operation period. Multiple operators may be required to continue operation on a 24 hour, 7 day a week cycle.
 - D. Each vehicle shall have hands free cellular communications during snow and ice control events. A cellular number shall be provided for each vehicle at the start of each shift during a snow and ice control event. Cellular Phone numbers are to be placed on the Snow/Ice Removal Time Tickets for verification in accordance with this Specific Bid Condition.
23. REFERENCES: Each bidder shall supply the names of three professional references with whom they have contracted for similar services. Failure to supply this information on the attached reference form as requested with the bid may result in the rejection of the bid.
24. OSHA REGULATIONS, BLOODBORNE PATHOGENS: The successful bidder/offeror shall, during the course of performance under the proposed contract, comply with Part 1910 of Title 29 of the Code of Federal Regulations (OSHA). This regulation deals with occupational exposures to blood borne pathogens and other potentially infectious materials. During the performance of your contractual requirements, the Contractor is expected to be alert to any potentially high risk of exposure opportunities and take all mandated precautionary measures contained in the regulation, including making available to all employees who have occupational exposure, Hepatitis B vaccine and vaccination series and post exposure follow-up following exposure incidents.

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25. CONTRACT DISPUTE RESOLUTION: The City Manager shall act as the "Contract Administrator" for all contracts with certain responsibilities incidental to the resolution of contract claims and disputes.
26. PROMPT PAYMENT: The City shall pay promptly on invoices that are received accurately.
27. MINORITY BUSINESS INCENTIVES: The City encourages the use of minority businesses.
28. BIDDER/OFFEROR AFFIDAVIT: Included with the Bidder's Response Copy of this bid is a form entitled Bidder/Offeror Affidavit and Statement of Ownership. This form is to be completed and returned with the bid response. Failure to submit this form may result in the disqualification of your bid.
29. Political Contributions: If this contract involves cumulative consideration of at least \$200,000, the Contractor shall file with the State Board of Elections a statement under oath containing: (i) the name of each candidate, if any, to whom one or more applicable contributions in a cumulative amount of \$500 or more were made during the reporting period; (ii) the office sought by each candidate; (iii) the amount of aggregate contributions made to each candidate; (iv) the name of each unit of a governmental entity with which the person did public business during the reporting period; (v) the nature and amount of public business done with the Town; and (vi) if the contract or the contribution is attributed to another person who is filing the statement, the name of the contracting entity or the person who made the contribution and the relationship of that person to the person filing the statement. The Contractor's initial statement shall be filed at that time of the inception of the contract, and shall cover the preceding 24 months, and the Contractor shall thereafter file a semi-annual statement, for the six months ending on January 31 or July 31 of every year, for each reporting period during which performance remains uncompleted on the contract and shall be filed within 5 days after the end of the applicable reporting period.
30. ALLOWANCE OF IN-HOUSE WORK: No section or portion of this contract shall be construed or interpreted to preclude the City from accomplishing any task or undertaking of any operation or project utilizing its own work force.
31. AVAILABILITY OF FUNDS: The City's obligation on this contract beyond the initial fiscal year shall be contingent upon appropriations for the following fiscal year.
32. BID/PROPOSAL ACCEPTANCE: The City reserves the right to accept or reject any and all bids/proposals, in whole or in part, received as a result of this solicitation and to waive minor irregularities. Further, the City reserves the right to make a whole award, partial award, or no award at all.
33. TAX CERTIFICATION AND GOOD STANDING: The Contractor warrants and represents that it has paid all taxes, fees and charges owed by it to any governmental entity. In addition, it warrants and represents that any parent or subsidiary or other business entity with which it is affiliated or has been affiliated has paid all taxes, fees and charges owed by it to any governmental agency accrued during any period during which the Contractor was affiliated with the entity. The Contractor warrants and represents that it (1) is either (a) incorporated in Maryland or (b) registered or qualified by the Maryland State Department of Assessments and Taxation (SDAT) as required by the Maryland Annotated Code, Corps. & Assocs. Article, to do business in Maryland and (2) is in good standing with SDAT.
34. TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION: The successful bidder shall, within seven calendar days of Notice of Intent to Award, submit to the City a completed

Internal Revenue Service (IRS) Form W-9, Request for Taxpayer Identification Number and Certification. Contract award will not be made without timely submission of the completed Form W-9. The Form W-9 and instructions are available to Contractors by accessing the IRS website at www.irs.gov.

35. All payees engaged in trade or business with the City are required to have on file with the City a current and correct Federal Form W-9, "Request for Taxpayer Identification Number and Certification" form. This applies to individuals, sole proprietors, partnerships, corporations, and other legal entities such as nonprofits and governmental units who may otherwise be exempt from filing a tax return. A foreign entity shall obtain and submit the appropriate IRS Form W-8. The Form W-8 and instructions are available to Contractors by accessing the IRS website at www.irs.gov.

To assure accurate maintenance of your firm's status, the submission of the W-9 is required for each contract or purchase order executed by and between the City and its Contractors. If the term of the contract exceeds one year, the City may request periodic re-submission of the W-9. If the Contractor fails to submit the form by the deadline stated in the resubmission request, the City may refuse to pay invoices until the form has been submitted.

SPECIFICATIONS

1. **GENERAL:** The Contractors shall provide vehicle(s) with operators and supervision, for the response to events for the purpose of snow and ice control. During all requested snow removal and ice control actions, the Contractor is to ensure that the assigned route(s) is kept safe and passable to vehicles. The Contractor's personnel shall report with the approved vehicle(s) to the assigned workstation at the designated time and remain in operation until the event cleanup is determined complete and the vendor's vehicle(s) and personnel have been relieved by the appropriate DPW Authorized City Representative.
2. **SNOW AND ICE CONTROL SERVICES:** During operations, the Contractor's operators shall patrol continuously with approved vehicle while dispensing salt and/or sand until ordered to initiate plowing operations or until directed to stop. During plowing operations, the Contractor shall plow continuously to keep the roads on the assigned route(s) passable at all times. Travel lanes of designated main roads on the route(s) shall be cleared no later than two hours after the precipitation ends.

When required, the Contractor's operators and vehicle(s) shall be assigned to augment the operation of the City to provide public safety. Assigned services shall be provided by the Contractor utilizing the Contractor's vehicles until ordered to be reassigned or until directed to stop by the DPW Authorized City Representative. During the response to snow and ice control operations the Contractor's staff shall continuously perform assignments to assist in the efforts to keep all roads passable at all times. It is the City's intention to have all travel lanes of designated main roads open throughout the storm event and cleared and open no later than two hours after the precipitation ends.

3. **COMMUNICATION:** Effective Communication between the City and the Contractor's staff is essential in the performance of services during any snow removal and ice control event operations. The Contractor must provide a home/office/cellular phone number or answering service where the City can contact the Contractor or leave a message seven (7) days a week, twenty-four (24) hours a day. The Contractor's vehicle operators shall maintain constant cellular phone (hands free) contact with the assigned DPW maintenance district (8600 Glenarden Parkway, Municipal Center) and report in periodically, every two to three hours. The Contractor shall ensure that each vehicle operator has adequate cellular equipment to maintain communication for extended periods of time for 12 hour shift intervals. The Contractor

shall provide and write on the Snow/Ice Removal Time Ticket, at time of reporting, the cellular phone number of the vehicle operator to be used during the shift. A \$50.00 deduction may be applied for each occasion during storm events upon which an operator could not be successfully contacted or reached over a cellular phone.

4. REPORTING AND OPERATIONS:

A. FOR LIQUID APPLICATOR (BRINE APPLICATOR)

(1) When a Contractor is contacted and asked to report at a pre-determined time beyond three hours of the call, its time will start at that pre-determined time, provided the truck arrives at or before that time in working order ready to perform operations. For example, the Contractor is contacted at 4:00 pm and asked to report at 10:00 pm, its time will start at 10:00 pm provided the truck arrives by 10:00 pm in working order and ready to perform operations. The Contractor will not be compensated for early arrival. Reporting late may be considered a "failure to respond."

(2) When a Contractor is contacted and asked to report immediately for anti-icing operations, the Contractor's vehicle and operator shall report to the City in working order and ready to perform emergency operations within 3 hours of notification by the City, except when the Contractor receives notification at night (6:00 pm to 6:00 am), when the response time is reduced to 2 hours. The Contractor's time will start when the vehicle arrives at the reporting site in working order, ready to perform operations. Reporting late may be considered a "failure to respond".

(3) When a Contractor is contacted and asked to report immediately for anti-icing operations, its compensation will begin at the time of notification if and only if the vehicle arrives in working order within one hour of said notification. For example, the Contractor is contacted at 6:00 pm, asked to report immediately, and the operator's vehicle arrives at the reporting site by 7:00 pm. The Contractor's starting time for payment will be 6:00 pm. If the Contractor's vehicle arrives beyond an hour of said notification, time for that operator will begin when the operator(s) arrives.

B. FOR ALL OTHER VEHICLES –

- 1) The Contractor's vehicle and staff shall report to the designated DPW facility no later than two hours after notification by the DPW to report. Upon reporting to the appropriate DPW facility, each Contractor vehicle shall be provided with a Snow/Ice Removal Time Ticket, which will indicate the time and date the vehicle reported with tag and cell phone number and commence standby or operations time. The vehicle operator and a DPW Authorized City Representative shall sign the Snow/Ice Removal Time Ticket for verification of Contractors report and ending time for billing purposes. The Contractor shall provide sufficient personnel to limit driving shifts to no more than 12-hour periods. All Contractor vehicles shall work continuously until directed by the DPW Authorized City Representative to suspend operations.
- 2) VEHICLE ASSIGNMENTS: The City shall assign the Contractor's vehicles with operators if and where needed at the beginning of each snow and ice control event to supplement the City's forces.
- 3) VEHICLE REQUIREMENTS: Only the following types of vehicles are deemed acceptable for inclusion in this snow and ice control bid:
 - a. Pick-up 3/4 Ton, 1 Ton Pick-up Truck or SUV
 - b. Single Axle Dump DRW (3-4.4 Cubic Yard Capacity)
 - c. Single Axle Dump (4.5 -5.9 Cubic Yard Capacity)

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- d. Single Axle Dump (Greater than 8 Cubic Yard Capacity)
- e. Tandem Tri-Axle Dump

Rate Addition for Salt Spreaders

- a. Slide in Spreader (1.8 – 2.5 Cubic Yard Capacity)
- b. Slide in Spreader (Greater than 4 Cubic Yard Capacity)
- c. Under Tailgate Dump Spreader (8ft Width) _

Equipment

- 1. Skid Steer/Bobcat
- 2. Backhoe with 4-wheel Drive (1.4 Cubic Yard minimum)
- 3. Medium Grader (125 – 150 HP)
- 4. Large Grader (125 – 150 HP)
- 5. Medium Loader (2 – 2.75 Cubic Yard Capacity)
- 6. Large Loader (3 – 4 Cubic Yard Capacity)
- 7. Brine Applicator

5. SPECIAL REQUIREMENTS:

- A. The Contractor shall provide sufficient Field Supervision to ensure a smooth coordination of snow and ice control operations. The City reserves the right to request additional supervision, if necessary, to assure continuity of service without additional cost to the City. A Contractor's Supervisor shall be assigned with complete authority to control the operators and vehicle operations and be available for twenty-four hour call out.
- B. All vehicles and personnel placed on contract as a result of this bid shall be available upon request at any time on a twenty-four hour day, seven day a week basis, and shall be employed as directed by the DPW. All vehicles shall be owned/registered to the vendor named on the purchase order and shall only be used for DPW Snow and Ice Control Services.
- C. The City reserves the right to place or remove any vehicles on/from "operating" status, as field conditions require. The City also reserves the right to terminate the "operating" status of any Contractor vehicle or employee deemed to be performing unsafely or unsatisfactorily.
- D. The City reserves the right to utilize only vehicles deemed most suitable to perform the services required. Due to the nature of the work to be performed, each vehicle listed shall be assessed to ensure that the vehicle offered by the Contractor is in conformance with the vehicle requirements and vehicle specifications described herein.
- E. All rates quoted shall be used for standby and actual "operating" time and these rates shall include supervision, operator, chains (if necessary), fuel and oil, vehicle, vehicle maintenance and incidentals. The actual time on and off the job shall be as certified by

the DPW City Authorized Representative. Standby time shall start after reporting and while waiting for instructions to begin operations. All standby time shall be paid at half (1/2) the operational hourly rate established. The City does not currently use standby, however, it has remained in the contract as an operational option. Standby is a reduced rate of pay to sit on the roadway in ready position to provide services. Standby time is defined as the Contractor's vehicle parked with operator in the City after check-in and waiting for the instruction to begin snow and ice control operations.

- F. All vehicles and personnel operating under the terms of this agreement shall be in full conformance with Federal, State of Maryland and City laws and regulations.
- G. The Contractor shall indicate the location of storage points for all vehicles. The Contractor shall provide the name of an individual(s) and phone number(s) to be called when services are to be utilized. The named individual(s) shall be available through the telephone number provided twenty-four hours per day.
- H. All vehicle bid shall be equipped with sufficient lights to provide a high degree of illumination for the operator. Further, all vehicles shall be equipped with highly visible emergency lighting including but not limited to beacon rays or comparable. Lighting shall meet the requirements of the State of Maryland.
- I. Prior to any formal award of a contract, the successful bidder shall present its vehicles for inspection by the DPW to ensure that the vehicles are safe, in good working condition and properly equipped.
- J. . A contract will not be issued to any bidder whose vehicle does not pass the City's inspection.
- K. Vehicle safety/operational inspections will be performed at the annual mandatory Contractor's meeting conducted in October/November. This meeting will be held on a pre-determined Saturday. All vehicles that are to be used in performance of this bid shall be presented at this same time for inspection.
- L. The Contractor agrees to ensure the availability of its personnel for the purpose of participating in the annual mandatory snow and ice control informational meeting. All operators and/or supervisors committed to carrying out the terms of this contract are required to attend this meeting.
- M. For each vehicle that is awarded and accepted, the Contractor shall have a minimum of two operators. Work is performed in 12-hour shifts and a relief operator shall be available, as required.
- N. In the event that a Contractor is unable to provide service as required, the City may deem performance to be unsatisfactory and the contract may be terminated after appropriate notice.
- O. The City specifically reserves the right to discontinue using any vehicle at any time, with the City being the sole judge as to whether or not the equipment is performing satisfactorily.

- P. The high-level requirements for inspections includes, but are not limited to, the following:
(1) trucks shall be in good operating condition; (2) plows and spreaders shall be attached and operable; (3) registration shall be in the company name that appears on the purchase order; (4) operator shall have the license required by the State of Maryland; insurance shall be current; (5) company name shall appear on the truck; and
(6) tags must be visible.
- Q. The Contractor shall perform all specified work using properly trained and skilled individuals supervised and directly employed by the contractor.
- R. Materials and equipment furnished by the Contractor shall conform in strength, quality of materials, appearance, and workmanship to that which is usually provided by a commercial contractor in this trade.
- S. The contractor and all drivers shall be licensed and insured in the State of Maryland. All drivers must have a current CDL license. The Contractor shall be capable of providing all services required in these specifications.

6. **VEHICLE SPECIFICATIONS:** All Equipment for this Bid shall conform to the 1991 Maryland State Emissions Standards for **NOx of 5.0 g/bhp-hr.**

No equipment other than those contained herein shall be considered acceptable.

A. **Plow Trucks**

- (1) Stake Body trucks shall be equipped with snowplows with a cutting edge of at least eight feet (8'). Pick-up trucks shall be equipped with 7'6" or 8' length plows.
- (2) Plows shall be capable of being raised and lowered and articulating left and right.
- (3) Vehicles shall have cab mounted plow controls to allow one-man operation of truck and plow.
- (4) Dump Trucks or Stake Body trucks shall be single or tandem axle type as specified, of not less than 13,000 pounds GVWR for single axle, and 20,000 pounds GVWR for tandem axle. Four-wheel drive pick-up trucks shall be a minimum of one-ton capacity.

- (5) The City may supply sand or salt for truck ballast, as needed to provide for improved traction. However, ballast shall be returned to the City yard from which it was drawn at the end of each storm period, if not spread.

B. Material Spreaders

- (1) Each vehicle shall be equipped with an acceptable materials spreader, capable of evenly distributing free flowing granular materials (such as road salt and/or treated sand) over an area at least one travel lane in width. The spreader shall be a device specifically designed for snow and ice control operations, which will distribute salt, sand or other similar materials over the roadway at a variable or calibrated rate.
- (2) Dump trucks shall be equipped with tailgate spreaders and 4-wheel drive vehicles shall be equipped with in-body material spreaders.
- (3) The City will furnish salt and abrasive materials to be applied by the Contractor's operators and vehicles.

C. Liquid Applicator Trucks

- (1) The Contractor must have one vehicle shall be equipped with a ground speed controller, capable of applying liquid chemical. Material shall be applied in a stream pattern with parallel lines of brine. Materials must not be applied in a fan pattern.
- (2) Each vehicle must be capable of performing with a continuous flow of product
- (3) Each liquid tank must go through a thorough cleaning prior to reporting to the City for the purpose of assuring that salt and brine is not contaminated by foreign material. The liquid deicing material, supplied by the City, will be pumped into the Contractor's liquid tank, using the Contractor's pump.

SPECIFICATIONS

D. Stake Body Trucks with Arrow Board and Attenuator

- (1) A minimum 13,000 GVW Stake Body truck with a forty-five by ninety-six-inch fifteen lamp arrow board is required. The arrow board shall be capable of displaying Left, Right, and Double Arrow and caution.
- (2) Vehicle must have a crash attenuator rated at 62 miles per hour attached and deployed.

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8. INVOICES:

City of Glenarden Office
of Finance
8600 Glenarden Parkway
Glenarden, Maryland 20706

Invoices shall include the following to be considered complete and submitted for payment:

- a. Invoice Number
- b. Purchase Order Number
- c. Event Date
- d. Billing Date
- e. Payment Due Date for Offered Discount
- f. Vehicle Identification and Tag Number
- g. Operator Names and Cellular Telephone Number
- h. Period or Duration of Hours Worked or on Standby
- i. Hourly Rate Quoted, Total Hours and Total Cost Extended
- j. Signed Vehicle Snow/Ice Removal Time Tickets Attached

Invoices will be approved for payment if complete and accurate.

Invoices shall contain itemized billing at the hourly rate quoted for operation services or at the standby rate that is half ($\frac{1}{2}$) the hourly rate quoted.

All supervisors and other operational overhead are included in the equipment hourly rate and no additional charges shall be invoiced.

Failure to submit a complete and accurate invoice will delay payment.

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IMPORTANT: Bidders must complete, sign and return the bid response copy in a SEALED ENVELOPE. Those bids, which are not delivered and received by the CITY prior to the Bid Opening Time and Date, shall be considered late. Those late submittals will be returned to the bidder unopened.

The undersigned agrees to furnish all supplies, services, or construction identified herein in accordance with the terms, conditions, plans and specifications set forth herein, at the prices established in the bid. Delivery or performance shall be accomplished within _____ days from receipt of PURCHASE ORDER or NOTICE TO PROCEED as applicable.

FAX NO.: (240) 615 - 8681

BIDDER'S NAME: RODOLFO HUAMANI HUACHO

BIDDER'S ADDRESS: 7009 EAST FORES ROAD, HYATTSVILLE MD 20785

AUTHORIZED SIGNATURE:  TELEPHONE NO.: (301) 300 - 2176

PRINTED NAME AND TITLE: Rodolfo Huamani Huacho

TAX IDENTIFICATION NUMBER: 46 - 564 - 1568

CITY of Glenarden, MARYLAND GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS ARE INCORPORATED HEREIN.

I/We, the undersigned, having carefully read and fully understand the scope of work propose to provide the required service in accordance with the terms, conditions and specifications for the price(s) stated below:

I/We propose to provide snow/ice control service according to the specifications, terms and conditions of the bid for the sum of:

PRICE SHEET

Bid Item No.	Equipment Type	Hourly Operating Rate	Number of Vehicles Offered*
Trucks			
001.	¾ Ton, 1 Ton Pickup Trucks, or SUV's	\$ <u>110</u> /hour	2
002.	Single axle Dump DRW (3 – 4.4 Cubic Yard Capacity)	\$ _____ /hour	
003.	Single Axle Dump (4.5 -5.9 Cubic Yard Capacity)	(Not To Exceed \$115 per hour) \$ _____ /hour	
004.	Single Axle Dump (Greater than 6 Cubic Yard Capacity)	\$ _____ /hour	
005.	Tandem/Tri-Axle Dump	\$ _____ /hour	
Rate Addition for Salt Spreader			
005.	Slide in Spreader (1.8 – 2.5 Cubic Yard Capacity)	\$ <u>110</u> /hour	2
006.	Slide in Spreader (Greater than 4 Cubic Yard)	\$ _____ /hour	
007.	Under Tailgate Dump Spreader (8ft width)	\$ _____ /hour	
Equipment			
008.	Skid Steer/Bobcat	\$ _____ /hour	
009.	Bobcat w/4 Wheel Drive (1.4 Cubic Yard Minimum)	\$ _____ /hour	
010.	Medium Grader (125 – 150 HP)	\$ _____ /hour	
011.	Large Grader (125 – 150 HP)	\$ _____ /hour	
	Medium Loader (2.2.75 Cubic Yard Capacity)	\$ _____ /hour	
	Large Loader (3-4 Cubic Yard Capacity)	\$ _____ /hour	
	Brine Applicator	\$ _____ /hour	

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Stand-by rate shall be paid at half (1/2) that of the hourly operating rate. This is not currently used by the City but will remain an operational option.

During a snow event, the Contractor shall be available to the City twenty-four hours a day, seven days a week, regarding any problem or complaint experienced by the City.
The City may contact the Contractor at the following telephone number:

***LIST ALL VEHICLES SEPERATELY ON "EQUIPMENT LIST" AS PART OF THIS BID Note:
Bidders shall dedicate the vehicles listed in this bid solely for use on the Prince
George's City Department of Public Works and Transportation Snow and Ice Control
Service contract and may not use the listed vehicle for other City, Private or Public
contracts.**

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EQUIPMENT LIST

Note: Bidders shall dedicate the vehicle(s) listed in this bid solely for use on the Glenarden Snow and Ice Control Service contract and may not use the listed vehicle for other contracts.

DESCRIPTION MAKE & MODEL	VEHICLE REGISTRATION NUMBER	OWN	LEASE	SUBCONTRACT
2001 FORD F-250	1FTNX21L2YEA83712	X		N/A
2002 FORD F-250	1FDXW47F82EB82997	X		N/A

PROPOSAL SUBMITTED BY: RODOLFO H. HUACHO DATE: 09/11/2022

SIGNATURE:  TITLE: OWNER

REFERENCES

Each bidder shall supply the names of three references with whom they have contracted for similar services. Failure to supply this information as requested may result in the rejection of the bid.

1. Agency Name: OFFICE OF HIGHWAY MAINTAINANCE, PG COUNTY GOVERNMENT DPWT
Address: 8400 D'ARCY ROAD, FORESTVILLE MD 20747
Contact Person: MICHAEL O. BROWN Telephone No.: (301) 499 - 8537
Annual Dollar Value of Contract: _____
Term of Contract: RENEWABLE From: 2017 To: ACTUAL CONTRACT
Brief Description of Work: SNOW AND ICE REMOVAL SERVICES, MOWING.

2. Agency Name: PG COUNTY HEALTH DEPARTMENT HEADQUARTERS BUILDING
Address: 1701 MC CORMICK DR, LARGO MD 20774
Contact Person: BRIAN BEAL Telephone No.: (240) 605 - 9227
Annual Dollar Value of Contract: _____
Term of Contract: RENEWABLE From: 2017 To: ACTUAL CONTRACT
Brief Description of Work: SNOW AND ICE REMOVAL SERVICES.

3. Agency Name: REGINALD L BULLOCK
Address: 11518 Capstan Dr, Upper Marlboro, MD 20772
Contact Person: REGINALD L BULLOCK Telephone No.: (240) 832 - 5542
Annual Dollar Value of Contract: _____
Term of Contract: RENEWABLE From: 2012 To: ACTUAL COONTRACT
Brief Description of Work: SNOW AND ICE REMOVAL SERVICES.

I certify that the above information is true and correct.

Signature:  Title: OWNER
Date: 09/11/2022

FORM A
BID/PROPOSAL AFFIDAVIT

CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

Part I: I HEREBY AFFIRM THAT:

- 1. The business named below is a (Maryland) (foreign) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and addresses of its resident agent filed with the State Department of Assessments and Taxation is:

Name: RODOLFO H. HUACHO

Address: 7009 EAST FOREST ROAD, HYATTSVILLE MD 20785

[If not applicable, so state]

- 2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due to the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due to the State of Maryland prior to final settlement.

Part II: I FURTHER CERTIFY THAT:

- 1. I have complied with the applicable tax filing and licensing requirements of The City of Glenarden, Prince George's County and the State of Maryland.
- 2. The filing information is true and correct concerning tax compliance for the past 12 years. Personal Property Current Not Current

The City of Glenarden reserves the right to verify the above information .

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: 09/11/2022

By: RODOLFO H HUACHO 
(Authorized Representative and Affiant)

Rodolfo Huamani Huacho
(Printed or Typed Name)

Subcontractor Project Participation Statement
SUBMIT ONE FORM FOR EACH SUBCONTRACTOR

Provided that RODOLFO H. HUACHO is awarded the Prince
Prime Contractor Name

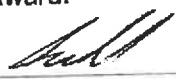
George's City, Maryland contract in conjunction with Solicitation No. BID NO.: 2022-01

the Prime Contractor and N/A, intend to enter into a
Subcontractor Name

contract by which Subcontractor shall: (describe work and staffing of project)

N/A

- No - Bond(s) are not required of Subcontractor
- Yes - The following amount and type of bond(s) that will be required of Subcontractor at time of award:


Prime Contractor Signature

N/A
Subcontractor Signature

By: Rodolfo Huamani Huacho OWNER
Name, Title

By: _____
Name, Title

09/11/2022
Date

Date

BID NO.: S15-002

ATTACHMENT 1-a

***Subcontractor Participation Schedule
(for submission with proposal)***

This document must be included with the bid or price proposal. If the bidder or offeror fails to submit this form with the bid or offer as required, the City shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Prime Contractor (Firm Name, Address, Phone) RODOLFO H. HUACHO 7009 EAST FOREST RD, HYATTSVILLE MD 20785 (301) 300 - 2176	Project Description SNOW & ICE REMOVAL SERVICES
Solicitation Number BID NO.: 2022-01	Total Contract Amount \$ N/A
List Information For Each Subcontractor On This Project	
Firm Name N/A	
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Firm Name N/A	
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Firm Name N/A	
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	

USE ATTACHMENT 4A CONTINUATION PAGE AS NEEDED

TOTAL SUBCONTRACTOR PARTICIPATION: N/A % \$

(Subcontracting shall not exceed 49% of total contract)

Document Prepared By: (please print or type)

Name: Rodolfo Huamani Huacho

Title: OWNER

TO BE SUBMITTED WITH BID

City Manager
City of Glenarden
8600 Glenarden Parkway
Glenarden, MD 20706

RE: Contract
Snow Removal

NON-COLLUSION AFFIDAVIT

I, Rodolfo Huamani Huacho, depose and state under the penalties of perjury, to the best of my knowledge and information:

That I am the OWNER
(Owner, Partner, Title if on behalf of a Corporation)

of RH HILARIOS LANDSCAPING LLC
(Name of Business, Corporation or Partnership)

the party submitting the foregoing Bid; that (he has not) (no officer of the said Corporation has) (no partner of the said Partnership has) nor has any person, firm or corporation acting on (his/her) (its) (their) behalf; agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Bid 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 Bid Price of the Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Bid is submitted; that in making this Affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

Rodolfo Huamani Huacho (SEAL)

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

TO BE SUBMITTED WITH BID

City Manager
City of Glenarden
8600 Glenarden Parkway
Glenarden, MD 20706

RE:

Snow Removal

NON-CONVICTION AFFIDAVIT

I, Rodolfo Huamani Huacho, the undersigned OWNER of
(Office Held)
RH HILARIOS LANDSCAPING LLC, being first duly sworn on oath, affirm and
(Name of Business Entity)

state this 11th day of SEPTEMBER, 2022, that I hold the aforementioned

office in RH HILARIOS LANDSCAPING LLC
(Name of Business Entity)

the said entity submitting a bid or otherwise applying for a contract with the CITY OF GLENARDEN, MARYLAND, a municipal corporation in the state of Maryland, for the supply of goods or services, to wit: a contract for snow removal and that I hereby certify under the penalties of perjury to the best of my knowledge and information, that no officer, director or partner of:

RH HILARIOS LANDSCAPING LLC
(Name of Business Entity)

nor any employee thereof directly involved in obtaining contracts with the state of Maryland or any county or other political subdivision thereof has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government for acts or omissions committed, or of any offense enumerated in §16-203 of the State Finance and Procurement Article or found civilly liable statute as provided in §16-203 of the State Finance and Procurement Article.

Rodolfo Huamani Huacho (SEAL)

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

TO BE SUBMITTED WITH BID

City Manager
City of Glenarden
8600 Glenarden Parkway
Glenarden, MD 20706

RE: Contract
Snow Removal

FALSE PRETENSES AFFIDAVIT

I, Rodolfo Huamani Huacho, the undersigned OWNER of
(Office Held)

RH HILARIOS LANDSCAPING LLC, being first duly sworn on oath, affirm and
(Name of Business Entity)

state this 11th day of SEPTEMBER, 2022 that I hold the aforementioned

office in RH HILARIOS LANDSCAPING LLC
(Name of Business Entity)

I FURTHER DECLARE AND AFFIRM, under the penalties of perjury, that neither I nor, to the best of my knowledge and information, 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 City, 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.

Rodolfo Huamani Huacho  (SEAL)

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

BID NO.: S15-002

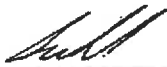
PAGE TO BE INCLUDED WITH BID

City Manager
City of Glenarden
8600 Glenarden Parkway
Glenarden, MD 20706

VENDORS CERTIFICATION

As a matter of policy, the City requires that any contractor receiving a contract or award from the City of Glenarden, Maryland, shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (We) hereby certify under the penalties of perjury that if the contract is awarded to our firm, partnership or corporation that no member of the elected governing body of the City of Glenarden or members of its immediate family, including spouse, parents or children, or any person representing or purporting to represent any member or members of the elected governing body, has received or has been promised, directly or indirectly, any financial benefit by way of fee, commission, finders' fee political contribution, or any similar form of remuneration on account of the acts of awarding and/or executing this contract, unless such officer or employee has been exempted by the provisions of the ordinances of the City of Glenarden.



Signature of person authorized to sign the bid

OWNER

Title

Rodolfo Huamani Huacho

Name of Firm/Partnership/Corporation

09/11/2022

Date

EXHIBIT B

SNOW AND ICE REMOVAL PRIORITIES:

- 1.) SNOW EMERGENCY ROUTES
- 2.) HAZARDOUS LOCATIONS
- 3.) PUBLIC FACILITIES
- 4.) SIDE STREETS
- 5.) DRAINAGE SYSTEMS
- 6.) CLEANUP & EQUIPMENT MAINTENANCE

PRIORITY 1- SNOW EMERGENCY ROUTE:

Glenarden Parkway
Barlowe Road Off MLK Highway
Three City Hall parking lots - Glenarden Parkway
Campus Way North

PRIORITY 2 HILL/HAZARDOUS LOCATIONS:

First Street	Johnson Avenue
Second Street	Johnson Court
Third Street	Piedmont Avenue
Fourth Street	Polk Street
Fifth Street	Tyler Street
ih Street	Dellwood Avenue
8 th Street	Echols Avenue
9 th Street	Lavan Court
10 th Street	Barcroft Drive
Hayes Street	Hubbard Road
Cawker Street	**Oak Knolls Drive
Church Street	**Smoketree Drive
Cousins Drive	Reed Street
	Leslie Avenue

PRIORITY 3 WOODMORE TOWNE CENTRE (RESIDENTIAL)

Ruby Lockhart Boulevard	Brownelee Court
Geaton Park Place	Sir Michael Place
Smithview Place	Swann Wing Court
Tower Place	Rice Avenue
Eason Street	Nicholas Way
Campus Way North	Glenarden Parkway
Trotter Park Lane	Standifer Place

PRIORITY 4 SIDE STREET:

Beth Drive
East Glenreed Court
Evarts Street
Fulton Avenue
Fiske Avenue
Gary Court
Gary Lane
Grant Drive
Hamlin Street (Stop Block-I Block)

Irvin Avenue
Jeff Road
Lavall Drive (one half/2)
McLain Avenue
Reed Street
Tyrol Drive
West Glenreed Court
Wesley Avenue
11th Street

PRIORITY 5 CITY HALL PARKING LOT

PRIORITY 6 WOODMORE TOWNE CENTRE (RETAIL)

Woodmore Centre Drive
Petrie Lane
TaJ Lane
Ruby Lockhart Boulevard

McHugh Drive
Five Lees Lane
Campus Way North

NON-MAINTAINED ROADS:

*Ardmore/Ardwick Road (County)
*Brightseat Road
**Martin Luther King Jr. Hwy (State Road)
**Burkthorn Court
**Hobblebush Court
**Hornbeam Court

**Mueserbush Avenue
**Musclewood Court
**Pin Oak Lane
**Red Oak Lane
**White Oak Lane
**Dellwood Court

* County Road
** Homeowner Associates Street/Road
*** State Road



Rushern L. Baker, III
County Executive

PRINCE GEORGE'S COUNTY GOVERNMENT
Office of Central Services
Supplier Development & Diversity Division

October 22, 2018

Roland L. Jones
Director

Floyd E. Holt
Deputy Director

Mr. Rodolfo Huacho
R.H. Hilarios Landscaping, LLC
7009 East Forest Road
Hyattsville, MD 20785

Re: R.H. Hilarios Landscaping, LLC
Re-certification of CBSB Certification Status
CBSB Certification No: **CBSB-17-815**

Dear Mr. Huacho:

Congratulations, this letter is to inform you that the Supplier Development & Diversity Division (SDDD) has determined that your firm qualifies to participate in the Supplier Diversity Program in Prince George's County. Please note that your firm's **County Based Small Business (CBSB) Certification** is based on the company's eligibility criteria established with the Supplier Development & Diversity Division (SDDD). **As a reminder, your firm's CBSB certification status is for one (1) year only.**

Your certification applies only to a specific area or areas of specialty and/or expertise as approved by the SDDD.

The enclosed document (**CBSB Certificate**) set forth the expiration date and areas(s) of specialty and expertise for your firm's certification and whether your firm certifies as a "Prince George's County-Based diverse supplier". Please review the **CBSB Certificate** carefully. Note that CBSB certification is not "pre-qualifications" for your firm to do business in the County. To increase your firm's opportunity to obtain a County contract, your company should actively participate in the bidding process.

Thank you for participating in the County's Supplier Diversity Program with the SDDD. We look forward to working with you and serving you again soon.

Sincerely,



Roland L. Jones, Director
Office of Central Services

Enclosure: County-Based Certificate No: **CBSB-17-815**

"One Mission - One Team"

1400 McCormick Drive, Suite 281, Largo, Maryland 20774 (301) 883-6480, FAX (301) 883-6479

September 30, 2021

Rodolfo Huacho
RH Hilarios Landscaping LLC DBA Rodolfo Haucho
7009 East Forest Road
Hyattsville, MD 20785

Re: RH Hilarios Landscaping LLC DBA Rodolfo Haucho
October 1, 2022
County-Based Small Business (CBSB)
Certification No: CBSB-17-815

Dear Mr. Rodolfo Huacho:

Congratulations, this letter is to inform you that the Supplier Development & Diversity Division (SDDD) has determined that your firm qualifies to participate in the Supplier Diversity Program in Prince George's County. Please note that your firm's County-Based Small Business (CBSB) is based on the company's eligibility criteria established with Prince George's County Government. As a reminder, your firm's County-Based Small Business (CBSB) certification status is for one (1) year upon which you will need to recertify at the end of that period.

Your certification applies only to the specific Industry code(s) and/or areas of expertise as approved by SDDD.

NAICS: Specialty Description
NAICS 561730: LANDSCAPING SERVICES

To increase your firm's opportunity to obtain a County contract, your company should actively participate in the bidding process. Visit the Strategic Purchasing & Efficient Evaluation Domain (SPEED) for more information on procurement opportunities at <https://www.princegeorgescountymd.gov/3692/SPEED>.

Thank you for participating in the Prince George's County Certification Program. We are Proud to Serve!

Sincerely,

Debra Carter
Supplier Development & Diversity Division
Executive Director
1400 McCormick Drive, St 281
Largo, Maryland 20774
Phone (301) 883-6480
Fax (301) 883-6479

STATE OF MARYLAND
Department of Assessments and Taxation

I, MICHAEL L. HIGGS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO LIMITED LIABILITY COMPANIES, OR THE RIGHTS OF LIMITED LIABILITY COMPANIES TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT RH HILARIOS LANDSCAPING LLC (W15866437), REGISTERED MAY 13, 2014, IS A LIMITED LIABILITY COMPANY EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF MARYLAND, AND THAT THE LIMITED LIABILITY COMPANY IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING TO TRANSACT BUSINESS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS MAY 10, 2022.



Michael L. Higgs
Director



301 West Preston Street, Baltimore, Maryland 21201
Telephone Baltimore Metro (410) 767-1340 / Outside Baltimore Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice

Online Certificate Authentication Code: ZID5FBBVwEm0609efYFQuQ
To verify the Authentication Code, visit <http://dat.maryland.gov/verify>

RH HILARIOS LANDSCAPING LLC: W15866437

Logged in as: **RODOLFOH**

Department ID Number:

W15866437

Business Name:

RH HILARIOS LANDSCAPING LLC

Principal Office: 

7009 EAST FOREST ROAD
HYATTSVILLE MD 20785

Resident Agent: 

RODOLFO HUAMANI HUACHO
7009 EAST FOREST DRIVE
HYATTSVILLE MD 20785

Status:

ACTIVE

Good Standing:

THIS BUSINESS IS IN GOOD STANDING

Business Type:

DOMESTIC LLC

Business Code:

20 ENTITIES OTHER THAN CORPORATIONS

Date of Formation/ Registration:

05/13/2014

State of Formation:

MD

Stock Status:

N/A

Close Status:

N/A

90 County

State of Maryland License

16959106

16876813

15959807



RH HILARIOS LANDSCAPING LLC
7009 E FOREST ROAD
HYATTSVILLE MD 20785

RH HILARIOS LANDSCAPING LLC
7009 E FOREST ROAD
HYATTSVILLE MD 20785

22

CODE	UNIT	TYPE OF LICENSE	NO OF LIC	COST
77	015	CONSTRUCTION FIRM (NOT FOR HOME IMPROVEMENT)	1	15.00

DATE OF ISSUE
MO DAY YR
08/02/2022

MONTHS PAID
12

ISSUING FEES 2.00

TOTAL 17.00

2.10

19.10

THIS LICENSE MUST BE PUBLICLY DISPLAYED
AND EXPIRES ON **APRIL 30, 2023**

ISSUED BY

MAHASIN EL AMIN, CLERK OF CIRCUIT COURT
14735 MAIN STREET
UPPER MARLBORO, MARYLAND 20772-9987 (301)952-3331

TCS

The information below is for the Clerk's Office use only, customers can disregard.

These barcodes are for use with the new Cashiering System. When your site is upgraded, you will be given instructions for their use.

These barcodes must be scanned in order for RCS:

Scan this one first



16815081168768135116959106

Scan this one second



17.106340.003020.005022.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Cecil Griffith	
Griffith and Associates, Inc.		PHONE (A/C, No, Ext): 301-574-5220	FAX (A/C, No): 301-574-5224
14514 Main St		EMAIL ADDRESS: cgriffith@valoragent.com	
Upper Marlboro MD 20772		INSURER(S) AFFORDING COVERAGE	
		INSURER A: DEPOSITORS INS CO	NAIC # 42587
		INSURER B: ALLIED INS CO OF AMER	10127
		INSURER C: AMCO INS CO	19100
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED			
R H Hilarios Landscaping LLC			
7009 E Forest Rd			
Hyattsville MD 20785-4902			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDRESS		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	ACPGLD03100251501	10/04/2021	10/04/2022	EACH OCCURRENCE	\$ 1,000,0
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,0
							MED EXP (Any one person)	\$ 5,0
							PERSONAL & ADV INJURY	\$ 1,000,0
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,0
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COM/OP AGG	\$ 2,000,0
OTHER:								\$
B	AUTOMOBILE LIABILITY	Y	Y	ACPBAL3100251501	10/04/2021	10/04/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,0
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	Y	Y	ACPCAA3100251501	10/04/2021	10/04/2022	EACH OCCURRENCE	\$ 1,000,0
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 1,000,0
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	ACPWCA3100251501	10/04/2021	10/04/2022	PER STATUTE	OTL ER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 500,0
	<input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,0
							E.L. DISEASE - POLICY LIMIT	\$ 500,0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
City of Glenarden Administrative Offices	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
8600 Glenarden Parkway	AUTHORIZED REPRESENTATIVE
Glenarden MD 20706	<i>Cecil Griffith</i>

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