

AGREEMENT

THIS AGREEMENT is entered into this 1 day of May, 2018, by and between the City of Glenarden, Maryland ("the City"), a municipal corporation of the State of Maryland, and Goode Companies, Inc. ("the Contractor"), a Maryland corporation.

In consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Services Provided: The Contractor shall provide the following services for the City: ("the Services"). Labor, supervision, tools, materials, and equipment to perform refuse collection and disposal services for the City of Glenarden. The Contractor shall perform twice weekly residential trash collection, once per week residential collection of bulk trash, yard waste and recyclables, twice weekly from three dumpsters provided by the contractor and located at City Hall and the Woodmore Town Centre Community Center, once per week recyclable collection at City Hall, and a one-time delivery and removal of four dumpsters for use on Glenarden's annual "City-Wide Clean Up Day", all for a period of three years, beginning April 30, 2018, for approximately 1975 single family residences and townhouses. At the City's option the contract may be extended for an additional (1) one year term, on the same terms and conditions as set out in the Contract Documents. All Services shall comply with all applicable federal, State and local law and any regulations governing the receipt of any federal or State grant funds disbursed with respect to the Services. The Services shall be provided as detailed in the Contract Documents listed below, which are attached hereto collectively as Appendix A and incorporated herein by reference:

- (1) Request for proposal
- (2) Addendum No. 1
- (3) Information for Bidders
- (4) Contractor's Bid Proposal
- (5) Special Provisions
- (6) Insurance Certificate
- (7) Notice of Award
- (8) Notice to Proceed (when issued)
- (9) Equal Opportunity Employer Form
- (10) Affidavits
- (11) Specifications

The City retains the right to reduce the scope of the Services as the City in its sole discretion determines the City's best interests may require. It is understood by the parties hereto that time is of the essence in the completion of the Services.

2. **Fees:** The City hereby agrees to pay the Contractor as full consideration for the Contractor's satisfactory performance of its obligations under this Agreement an amount not to exceed the unit cost of \$17.95 per unit payable in the following manner: The City agrees that as compensation for the above services, it shall pay the contractor monthly on a per unit basis. Such payments will be made to the contractor not later than thirty (30) business days after receipt of a monthly bill, or the 30th business day of the month following receipt of the invoice, whichever is later. The total per annum price for each of the three option years in the contract term is to be increased by the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers. Washington, D.C.-MD-VA (CPI-U).

3. **Binding Effect of Agreement:** This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

4. **Other Payments, Taxes, Expenses:** Except as may be specifically agreed upon by the parties in writing, the Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered or materials provided hereunder. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of his obligations under this Agreement, including, but not limited to, the cost of any insurance or license fees.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that the Contractor is an independent contractor of the City and is therefore responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, or any other fees, taxes or expenses whatsoever. In the event that the Contractor is deemed not to be an independent contractor by any local, state or federal government agency, the Contractor agrees to indemnify and hold harmless the City for any and all fees, costs and expenses, including but not limited to, attorneys' fees, incurred thereby.

5. **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: 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;

(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.

6. **Doing Business in Maryland:** The Contractor warrants and represents that (1) if it is a corporate entity, it 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) it is in good standing with SDAT and has paid all taxes (including but not limited to income, real property, and personal property taxes) due the State of Maryland or any other governmental entity.
8. **Compliance with Laws:** The Contractor shall, without any additional expense to the City, be responsible for complying with any and all applicable laws, codes and regulations in connection with the services provided by the Contractor, including but not limited to obtaining any licenses required by the Contractor to perform the Services.
9. **Indemnification:** The Contractor shall be responsible for and indemnify, defend and hold the City harmless from and against any and all claims or judgments for loss, personal injury and/or property damage that may be suffered as a result of the Contractor's negligence or willful misconduct in the Contractor's performance of the Services or for any failure of the materials supplied under this Agreement or for any failure by the Contractor to perform the obligations of this Agreement. This indemnification includes, but is not limited to, attorneys' fees and any cost incurred by the City in defending any such claim.
10. **Not Assignable:** The Contractor shall not assign or transfer any interest or claim under this Agreement except as may be agreed upon and authorized in writing by the City and no contract shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the prior approval of the City.
11. **Relief:** In the event of a breach or a threatened breach by the Contractor of any provision of the Agreement, the Contractor recognizes the substantial and immediate harm that a breach or

threatened breach will impose upon the City, and further recognizes that in such event monetary damages will be inadequate to fully protect the City. Accordingly, in the event of a breach or threatened breach of this Agreement, the Contractor consents to the City's entitlement to such ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the City's rights hereunder and preventing the Contractor from further breaching any of his obligations set forth herein. The Contractor expressly waives any requirement based on any statute, rule of procedure, or other source, that the City post a bond as a condition of obtaining any of the above-described remedies. Nothing herein shall be construed as prohibiting the City from pursuing any other remedies available to the City at law or in equity for such breach or threatened breach, including the recovery of damages from the Contractor.

12. City's Right to Terminate: This Agreement may be terminated immediately by the City upon written notice in whole or in part, when the City, in its sole and absolute discretion, determines such action to be in its best interests. Upon such termination, the City shall be liable to the Contractor only for payment for services actually provided prior to the effective date of the termination. The Agreement shall be terminated under this Section whenever adequate funds have not been appropriated by the City Council in the annual budget for the purpose set forth herein.

13. Entire Understanding: This Agreement contains the entire understanding between the parties, and any additions or modifications hereto may only be made in writing, executed by both parties.

14. Applicable Law: This Agreement shall be interpreted in accordance with the laws of the State of Maryland. Any suit to enforce the terms hereof or for damages or other remedy for breach hereof shall be brought exclusively in the courts of the State of Maryland for Prince

George's County and the parties expressly consent to the jurisdiction thereof, acknowledge that jurisdiction and venue are proper therein, and waive any right that they may otherwise have to bring such action in or transfer or remove such suit to the courts of any other jurisdiction.

16. Conflict of Interest: The person executing this Agreement on behalf of the Contractor certifies that he understands the provisions of the Glenarden City Charter and Code dealing with conflicts of interest and the prohibition of the solicitation or acceptance of gifts.

17. Set-Off: In the event that the Contractor shall owe an obligation of any type whatsoever to the City at any time during the term hereof, or after the termination of the relationship created hereunder, the City shall have the right to offset any amount so owed the Contractor against any compensation due to Contractor for the provision of the Services.

18. Notices: Any notices required to be sent by one party to the other pursuant to this Agreement shall be sent as follows:

If to the City, to: Edward Tobias, Acting City Manager
City of Glenarden, Maryland
James R. Cousins, Jr. Municipal Center
8600 Glenarden Parkway
Glenarden, MD 20706
(410) 773-2100

With a copy to: Elissa D. Levan, City Attorney
100 Light Street, Suite 1400
Baltimore, Maryland 21202
(410) 659-7700

If to Contractor, to:

24/7 Emergency Contact Information for Company Officer: (Provide Name and mobile and landline telephone numbers):


19. Bonds: A Performance Bond is required within ten (10) business days after the date of the award of the Contract. The Performance Bond shall be in the amount of 50% of the Contract

Price or \$150,000.00, whichever is less

IN WITNESS WHEREOF, on the date hereinabove set forth, the parties hereto have executed this Agreement in two duplicate originals, any one of these shall be adequate proof of this Agreement without locating or accounting for the other.

WITNESS:

Goode Companies, Inc.



BY:

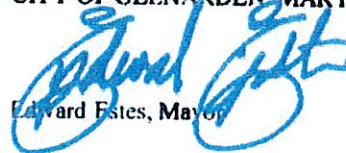

[Typed name, position]

WITNESS:

CITY OF GLENARDEN, MARYLAND


Ta'Jhay Jones, Executive Assistant

BY:


Edward Estes, Mayor

Approved as to Form and Legal Sufficiency:

Date: _____


Elissa D. Levan, City Attorney

THE CITY OF GLENARDEN



**REQUEST FOR PROPOSALS FOR
RESIDENTIAL TRASH COLLECTION**

Issued by: City of Glenarden

8600 Glenarden Parkway

Glenarden, MD 20706

Pre-bid Conference 10:00 a.m.

Friday, January 26, 2018

Offer Submission Deadline 4:00 p.m.

Monday, February 5, 2018

City Hall

8600 Glenarden Parkway

Glenarden, MD 20706

REQUEST FOR PROPOSALS FOR TRASH COLLECTION

CITY OF GLENARDEN, MARYLAND

8600 Glenarden Parkway
Glenarden, Maryland 20706
301-773-2100

The City of Glenarden seeks a contractor to furnish all labor, supervision, tools, materials, and equipment to perform refuse collection and disposal services for the City.

The Contractor will be required to collect household refuse and recycling from residences in the Town. The Work will be performed in coordination with the City and the Project Manager. The Contractor shall provide twice weekly residential trash collection for all single family dwellings and town houses (including Glenarden Housing Authority dwellings) within the corporate boundaries of the City of Glenarden, and once per week collection of recycling, yard waste and bulk trash, twice weekly trash removal from two dumpsters provided by the Contractor and located at City Hall, once per week recycling collection for City Hall, and a one-time delivery and removal of four dumpsters for use on Glenarden's annual "City-Wide Clean Up Day", as is more particularly set out in the Specifications.

Contractor shall provide and replace the recycling receptacles.

Proposals shall be addressed to the Administration, for twice weekly residential trash collection, and once per week collection of bulk trash, yard waste and recyclables, for a period of three years, beginning April 30, 2018, for single family residences and townhouses, as specified in the specifications and other contract documents (the "Contract Documents") will be received at the City of Glenarden, 8600 Glenarden Parkway, Glenarden, Maryland 20706 until February 7, 2018, at 4:00 p.m., at which time and place they will be opened and read. Award of the contract is subject to approval of the Mayor and Council of the City of Glenarden.

Copies of the Request for Proposal may be obtained at the Glenarden City Hall, between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday.

The City of Glenarden is an equal opportunity employer. Discrimination based on age, race, sex, handicap, national origin or any other unlawful basis is expressly prohibited.

The City of Glenarden reserves the right to accept or reject any and all proposals based on the best interests of the City. The Project Manager for this project is Eddie Tobias, 301-773-2100. All questions about the meanings or intent, discrepancies or omissions of the Contract Documents shall be submitted in writing to Project Manager for this project. Replies to these inquiries shall be made in writing. The written responses become part of the Contract Documents and will be mailed to each Offeror who has picked up an RFP.

The successful Offeror will be selected by the Mayor and Council of the City of Glenarden. In determining which proposal is best, the City will take into consideration the qualifications of the Offeror, the experience of the Offeror with communities of comparable size and character,

references, proximity of available facilities, and the Offeror's price.

Subject to the City's the right reserved herein to reject any or all proposals, each contract will be awarded by evaluating the technical proposal and price proposal. Proposals shall be delivered in two separate envelopes and identified as such. There shall be four (4) copies of technical proposals submitted and two copies of price proposals. One copy of each shall be identified as the original.

INSTRUCTIONS TO BIDDERS

1. BIDS:

Sealed bids will only be accepted by the City of Glenarden, Maryland, if submitted in accordance with these instructions, the General Conditions and any other attached bid documents. A bid security in the amount of Five Percent (5%) of the bid amount in the form of a bid bond, bank draft, bank cashier's check or certified check made payable to the City of Glenarden, Maryland shall accompany this bid.

2. QUALIFICATIONS OF BIDDERS:

The City may make such investigation as it deems necessary to determine the ability of the Bidder to furnish the services and the Bidder shall furnish to the City all such information and data for this purpose that the City may request. The City reserves the right to reject any bid if the evidence submitted by the Bidder or an investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the contract.

3. REQUIRED ATTACHMENTS TO BIDS:

Each bid shall be accompanied by the following which are attached herewith:

- a. Notarized affidavit (non-collusion oath) executed by the Bidder, or if the Bidder is a corporation, executed by a duly authorized representative of the corporation;
- b. Vendor responsibility form;
- c. Equal Opportunity Employer form;
- d. Mid-Atlantic Purchasing Team Rider Clause (Not applicable to Professional Services or New Building Construction Contracts); and
- e. All items listed in the Request for Proposal.

4. ACCEPTANCE OR REJECTION OF BIDS; RESERVATIONS:

The City will accept or reject bids within sixty (60) days of the date set for opening bids. The City reserves the right to reject or accept any or all bids or portion thereof where such rejection or acceptance would, in the City's sole discretion, be in the best interest of the City, and further reserves the right to reduce or modify the scope of the Project in order to meet funding limits, budget and scheduling constraints.

5. NOTICE OF AWARD, SIGNING OF CONTRACT AND BONDS:

The successful Bidder agrees to sign a contract in substantially the form included in the Request for Proposals (except that certain additional provisions may be required of non-corporate

contractors pertaining to their status as sole proprietorships or partnerships and their workers' compensation coverage) binding it to the terms of this bid as set forth in the legal notice inviting proposals and the bid documents and any addenda thereto, within ten (10) days of notice of award. Failure of the Bidder to do so may result in the loss of its bid security and/or his award of bid.

6. BID WITHDRAWALS:

Prior to the time of opening, bids may be withdrawn only upon written request received from Bidder. No Bidder may withdraw its bid for a period of sixty (60) days after the opening of bids.

7. ADDENDA:

Any addenda issued after the invitation to bid and before the opening of bids shall be covered in the proposal, and in closing the contract they shall become a part thereof. Bidders will be required to submit a signed and dated copy of the addenda as acknowledgement of receipt.

8. SPECIFICATIONS:

Bidders must examine the specifications carefully. In case doubt shall arise as to the meaning or intent of anything shown in the specifications, inquiry shall be made of the City before the proposal is submitted. The submission of a proposal shall indicate that the Bidder thoroughly understands the terms of the bid and the specifications.

9. TAXES:

The Contractor shall pay all sales, consumer, use and other similar taxes required by applicable law to be paid with respect to the work performed or the materials or equipment furnished. The City of Glenarden is exempt from the payment of such taxes with respect to items purchased directly.

10. BID FORMS:

A. The Bid Form and attachments are included in the bid package. Bids shall be submitted on the attached forms and shall be filled out in full, in ink or by typewriter. If changes and erasures are made, such changes and erasures shall be clear and legible, and shall be initialed by the person signing the Bid Form. The Bid Form may provide for submission of a price or prices for one or more items, which may be lump sum Bids, alternate prices, or scheduled items resulting in a Bid on a unit of construction or a combination thereof, or other Bidding arrangements. Unless specifically called for, alternate Bids will not be considered.

Bids in which the prices obviously are unbalanced may be rejected. Unbalanced prices

shall be interpreted to mean that the unit price for any items is such that it is unreasonable for that particular item when considered by itself and not considered in connection with the bid submitted on any other item or items.

Bids shall be based on products, materials and methods named in the Contract Documents.

The Bidder must detach the completed Bid Form and required attachments and submit them in a sealed, opaque envelope bearing the Bidder's name and address at the time and place indicated on the Invitation to Bid. Bids may be modified or withdrawn at any time prior to the opening of bids. Signing of Bids shall comply with instructions on the Bid Form.

B. The Bidder assumes full responsibility for timely delivery at location designated for receipt of Bids. Bids received after the designated time for the public bid opening will be returned to the Bidder unopened.

C. Bids will be publicly opened and read aloud at the time and place set forth in the Invitation to Bid. Only bid totals will be publicly read at the Bid Opening. Bidders and other interested parties may be present either in person or by representative. Unit prices will be made available after verification by the City. In case of discrepancy between prices in writing and in figures, the writing shall govern. In case of error in the extension of prices in the Bid, unit prices will govern.

11. EXECUTION OF THE CONTRACT:

A. Copies of the Contract (Agreement Form) are included with the bid package. Changes may be made to the Contract form in the sole discretion of the City and the Bidder should not rely on an expectation of changes in the Contract form.

The Bidder to whom the Contract is awarded shall return two copies of the Contract and such other Documents as required by the Contract Documents properly executed to the City within seven (7) days after the date of issuance of the Notice of Award. The Owner will execute the Contract within 7 days after receipt of the Contractor's executed Contract Form.

Failure by the Contractor to execute the Contract and submit such other Documents as required by the Contract Documents and file acceptable insurance and bonds within the time aforesaid shall be just cause for annulment of the Award. Award may then be made to the next lowest responsible Bidder or the Work may be re-advertised and constructed under Contract or otherwise, as the City may decide.

By executing the Contract, the Contractor represents that it has familiarized itself with, and assume full responsibility for having familiarized itself with, the nature and extent of the Contract Documents, the work, and the site, and all federal, State and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that it has correlated its study and observations with the requirements of the Contract Documents. The Contractor also represents that it has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Contract Documents and made such additional surveys and investigations as it deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that it has correlated the results of all such data with the requirements of the Contract Documents.

12. AFFIDAVIT OF NON-COLLUSION AND NON-CONVICTION:

Pursuant to provisions set forth in 16-311 of the State Finance and Procurement Article of the Annotated Code of Maryland, persons convicted of bribery, attempted bribery or conspiracy to bribe based upon acts committed after July 1, 1977 in furtherance of obtaining a Contract with the State or any governmental agency thereof shall be disqualified from entering into a Contract with the Owner. Bidders shall complete and submit with its bid the attached notarized Anti-Bribery Affidavit. The affiant shall also swear or affirm under the penalties of perjury that the Bidder has not been a party with other bidders to any agreement to bid a fixed or uniform price.

13. BID SUBMITTAL LIMIT:

A Bidder may submit only one Bid for each Contract. More than one Bid from an individual, firm or partnership, corporation or association under the same or different names will not be considered, and will be considered grounds for disqualification of the Bids involved, and rejection of the Bids.

14. GRANT-FUNDED CONTRACTS:

This Agreement may be funded, in whole or in part, using federal or State grant funds and may therefore be subject to conditions imposed by regulations of the governmental entity providing such funds. Such funding, if any, will be identified in the description of the Work or Services included with this RFP. It is the Bidder's responsibility to determine the scope and requirements of and to comply with the terms of any regulations relating to or governing the use of such grant funds. Such regulations may under certain circumstances include, but are not limited to, payment of prevailing wage rates, the purchase of materials manufactured in the

United States, the maintenance of specific records for specific periods of time, and/or approval of subcontracts.

15. PERFORMANCE BOND:

The successful Offeror will be required to give a Performance Bond and a Certificate of Insurance within ten (10) business days after the date of the award of the Contract. The Performance Bond shall be in the amount of 50% of the Contract Price or \$150,000.00, whichever is less.

SPECIFICATIONS

DEFINITIONS:

Backdoor Collections:	Collections from a clearly identifiable area adjacent to, in front of, beside, or in back of the residence, in a car-port, in front of the garage, at the curb or immediately adjacent to the roadway if no curb exists, but not at the rear of the property.
Bi-Metal Containers:	Includes all food and beverage cans made from both aluminum and steel.
Boundaries:	All streets, roadways, etc., within City limits as determined by the City.
Bulk Items:	Bed springs, refrigerator, washing machine, water heater, mattress, dresser, sofa. No more than three (3) per household.
Commingled Recyclable:	Materials that have been source separated from other solid waste and then mixed together for ease of storage and collection (e.g., glass bottles mixed with food cans) except newspaper recyclable materials, which shall not be mixed together with container recyclable materials.
Contract Documents:	The agreement concerning the performance of the work as indicated or specified. The contract includes specifications, accompanying drawings if necessary, proposals, general contract conditions, contract bonds, all supplemental agreements entered into, and all provisions pertaining to the required work.
Contract items:	The obligation of the contractor including the furnishing of all equipment and labor necessary to carry out the contract as defined in these specifications.
State:	Maryland and its representatives as designated by this contract or applicable State or County law.
Collection Day:	Those hours between 6:30 a.m. and 3:00 p.m. during which trash collections under this contract are permitted.
Curb:	The area bounded by the outer edge of the paved road or graveled road surface and limit of the City right-of-way at the front property line. A curbed area may contain a concrete or bituminous curb at the edge of the pavement with about twelve (12) feet of right-of-way from the curb face to the property line. In non-curbed areas a road shoulder, ditch, or grass section is normally present in lieu of the curb, which is considered to be the area between the outer edge of the pavement or gravel surface and the adjoining property right-of-way.

	line. A trash receptacle placed anywhere in this area is collectable under a curb service contract.
Curbside Collection:	A method of collection where residents of single family households place properly prepared recyclables adjacent to the curb, but not on the street or other vehicular thoroughfares, for collection.
Front Porch Collection:	Residences where collection containers are marked on the side with an identifying sticker will require the Contractor to retrieve such containers from the front porch and return said containers to the same location after emptying recyclables into collection vehicles.
HDPE:	Containers made exclusively of high density polyethylene (e.g. milk and water bottles), and laundry detergent bottles, excluding liquid bleach containers.
Mixed Recyclables:	Food, beverage, and detergent container materials, any mixture of glass, including flint, amber and green glass, PET and HDPE, tin-plated steel, bi-metal, and aluminum
Newspaper:	A periodical printed on a paper commonly referred to as newsprint with total out throw not to exceed two percent (2%).
PET:	Container made of polyethylene terephthalate (e.g. plastic soda bottles).
Plastics:	This contract shall only include those plastic materials which are HDPE and PET, as defined herein.
Performance Bond:	The instrument entitled "Performance Bond" furnished by the contractor and its surety in connection with this contract. Said bond forms a part of the contract documents.
Receptacle:	The container in which mixed recyclables are placed.
Recyclable Materials:	Mixed recyclables and newspaper.
Route:	A number or grouping of homes regularly scheduled for trash collection on a twice a week basis as specified in this contract.
Refuse, Garbage, Rubbish, Recyclable, or Trash:	Any putrescible solid and semi-solid animal, vegetable, or fruit waste, resulting from the production, handling, preparation, cooking, serving or consumption of food or food materials and any solid waste other than offal from homes. Within the scope of this contract recyclable items, including cans, metals, glass and paper, shall be collected from separate containers. Ashes, flower debris, grass trimmings, leaves,

weeds, hedge trimmings, and yard and garden residue, not more than five (5) bags per pickup shall be included. Limbs less than three (3) inches in diameter securely tied in bundles nor more than four (4) feet in length and weighing less than sixty (60) pounds, Christmas trees less than eight (8) feet tall, and other similar items generated by a nonnal household are also acceptable items.

Special Collections:	Those trash collections of a backdoor type furnished the elderly (over 65 or handicapped if there is no one living in the house under age 65 to assist them) for refuse collection, or front porch collection of recyclables furnished to the same individuals.
Single Family Dwelling:	A dwelling designed for use by a single family, and up to five unrelated individuals, with either water or domestic light and power services being supplied thereto, including townhouses and Glenarden Housing Authority dwellings.
Specifications:	All provisions and requirements contained herein, together with all written or printed agreements of instructions made or to be made pertaining to the method and manner of performing work.
Unacceptable Recyclable:	All toxic, infectious, and hazardous waste or substances, as defined by Materials by State and Federal law, construction and demolition debris, asbestos, free liquids, sewage, sludge, incinerator ash, waste oil and all other materials or combinations of waste materials which are prohibited by this contract or applicable law from being delivered to the facility.
Unacceptable Refuse:	This consists of items the contractor is not required to collect, such as tree stumps, automobile parts, stones, dirt, human or animal feces or waste, pathological waste, hazardous waste, unbundled tree limbs, tree limbs longer than 4' and larger than 3" in diameter, building materials and construction materials, refrigerators, and air conditioners.

A map of the City is attached for additional information. Prior to the beginning of work under the contract, Department of Public Works will escort contractor for physical inventory of City boundaries.

III. WORK REQUIREMENTS

The contractor shall furnish all labor, materials, equipment and supervision to collect and properly dispose of the material collected in accordance with the following requirements.

A. The Contractor shall make all collections of household garbage and refuse in covered, water tight, non-leaking vehicles. Collections shall be made so as not to allow spilling of any garbage or refuse on public or private property. Any open type vehicles employed strictly for refuse collection shall be covered between points of collection and place of disposal by heavy canvas or metal. All laws and regulations of the State and County applying to collection and disposal of trash and garbage shall be complied with by the contractor. The contractor will pick up garbage and refuse from either the backdoor or curb-side as further designated by this contract. The contractor shall properly dispose of any items subject to special regulation, such as air conditioners, refrigerators and the like, and shall comply with all regulations applicable to such disposal.

B. Except for the five (5) holidays designated below, the collection of garbage and trash shall be twice a week throughout the year, with one of the bi-weekly pick-ups designated for regular pickups and bulky items. Collection shall be curbside, unless designated by the City Manager as a special collection. No collection will be made on the following holidays:

New Year's Day
Labor Day
Christmas Day

Independence Day
Thanksgiving Day

Subsequent collections will be made on the next regularly scheduled collection day for the holiday-exempted routes. No daily collection will start prior to 6:30 a.m. nor continue after 3:00 p.m.

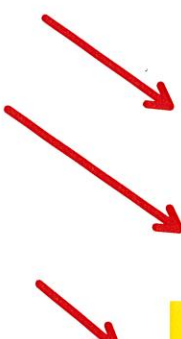
Work under the contract shall also include a one-time per year delivery of four dumpsters for "City-Wide Cleanup Day" and the removal and disposal of the dumpsters and refuse contained therein at the end of the event. It shall also include the twice weekly pickup of refuse and recycling from two dumpsters provided by the contractor, and recycling containers, at the City Hall.

In the event collection of material under this Contract is not practicable for any period, Contractor shall resume such collection of materials without unnecessary delay by completing its customary daily route, in its entirety, on such next occurring Collection Day with respect to which collection is practicable. In the event Contractor fails to complete its daily route, Contractor shall resume collection of materials by completing its customary daily route, in its entirety, on such next occurring Collection Day.

C. The contractor shall extend collection service to new single family dwellings in the contract area at the contract unit price. He must promptly advise the City Manager of any increase or decrease in the number of such dwellings within the month collections are commenced or cease. The contractor will not be paid for the addition of new houses until the month of notification. Failure to provide notification of a decrease in the number of residential units shall result in the

assessment of liquidated damages in the amount of twice the monthly rate per unit for each thirty (30) day period the contractor fails to notify the City Manager. The contract price shall be increased or decreased, based upon the contract unit price, by the number of residential dwellings that have been added to or deleted from collection.

D. The Contractor shall collect all items of garbage, trash, refuse, rubbish and recyclables when properly placed in regulation containers, plastic bags, bundles, etc., and normally generated by the households served. Each receptacle shall be placed at curbside for collection, except as otherwise directed herein. Curbside refers to that portion of the right-of-way adjacent to paved or traveled public roadways. Receptacles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.



E. The Contractor shall provide curbside collection (except where otherwise indicated) of source separated mixed recyclables, and newspapers at the discretion of the City, from single family dwellings in the City. The Contractor shall deliver the materials to the Prince George's County Processing Facility, or to another County approved facility. The Contractor shall have responsibility for the disposal of the recyclable materials. The Contractor will provide recycle bins for additional dwellings that may be built or added to the City's boundaries during the duration of this contract, and will provide replacement bins for all homes as necessary. Recycle bins are NHM yellow, 14 gallon or as otherwise used by Prince George's County.

The Contractor will notify the City of any such addresses where the residents are contaminating recyclable materials with rubbish. The Contractor is required to place stickers on containers indicating reason for materials left behind and must notify the City of such an event.

F. Collection points must be left free and clean of all household garbage, recyclables and other refuse by the contractor after collection.

G. Failure to complete a daily route without a reason acceptable to the City Manager shall result in imposition of liquidated damages upon the contractor totaling two percent (2%) of the monthly contract value or \$100, whichever is larger, per day for each calendar day except Sunday a route has not been completed. Failure to complete a daily route will be determined to occur when more than ten percent (10%) of the homes scheduled for collection on the regular approved schedule for that day are missed by the contractor.

H. Individual homes missed on a scheduled collection day shall be collected within twenty four (24) hours after a miss is reported to the contractor. Liquidated damages in the amount of twice the individual monthly rate per missed home will be imposed upon the contractor if the collection of refuse from a missed home is not made within twenty-four (24) hours of notification to the contractor by the City. (A telephone call by the City to the contractor's listed telephone number will suffice as notification).

I. If the contractor fails to complete a route on two (2) or more consecutive scheduled collection days, or gives evidence of repetitive missing of certain homes or areas on its schedules, the City Manager may assign the Public Works Department equipment and labor to complete failed routes, or make collections from individually missed homes. In such instance, the contractor will be back-charged by the City on the basis of actual cost to the City for equipment and labor plus twenty percent (20%) for overhead.

J. The contractor will be responsible for responding to all claims for damage to refuse containers or other personal property from homeowners who allege such damages were caused by the contractor or his personnel while in the performance of this contract. Upon notification by the City, that a complaint of property damage or loss has been filed, the contractor will have a maximum of two (2) weeks to contact the homeowner and attempt to resolve the claim. In the event the contractor does not contact the homeowner and attempt to resolve the complaint within this time, the City may investigate the complaint and determine its validity. Continued failure by the contractor to contact homeowners for settlement of claims may be the basis for termination of this contract.

K. The contractor shall return trash and recycling receptacles to the area from which collected. All gates used for access to special collection backdoor pickups will be secured. Indiscriminate shortcuts over private property such as lawns, fences, hedges, etc., will be avoided. If containers are placed for collection in a special container cart (or in a backdoor refuse enclosure, the contractor will return these cans to their original locations in an upright position. During refuse collection activities, any glass, oil, liquids, or other items that may be broken, spilled, or dropped by contractor personnel or equipment either on the private property or roadway will be thoroughly cleaned by the contractor. For special backdoor collections involving the infirm or handicapped, failure to return trash or recycling receptacles to their point of original collection will constitute a missed collection.

Bruce

L. The contractor or contractor personnel must not engage in altercations with homeowners being served under this contract. The contractor must contact the City immediately should problems arise with a homeowner or when the contractor has determined that items placed for collection are not a part of this contract. The contractor may contact the City by calling (301) 773-2100 and requesting assistance.

M. The contractor shall be back-charged during the next succeeding month for any sums due under G, H, I or J above. The contractor will maintain an office or telephone service and be available for telephone contact by the City Manager, between the hours of 8:30 a.m. and 5:30 p.m., Monday through Friday, except on the holidays listed as exemptions in Paragraph B above.

Bruce

N. The contractor shall submit to the City Manager, at least ten (10) days prior to commencing work, a detailed listing of the dwellings to be served within the contract area by street address and days scheduled for collection for each street. In addition, the contractor will submit at this same time a listing of his routing of vehicles for each day listing each street in order according to sequence of collection. After this initial submission, the contractor may be required by the City Manager to periodically revise the schedule as necessary. Recyclables, bulk trash and yard waste are to be collected on the same day, unless otherwise agreed with the City.

O. Once received by the City, the contractor's listing will be field checked and verified by the City Manager. Any discrepancies in the listing will be resolved to the mutual satisfaction of the City Manager, and contractor within thirty days (30) after the receipt of the contractor's list. Any payments due to the contractor shall be withheld pending the receipt and verification of this list.

P. In view of the fact that in curb service areas, certain residents to be served under this proposed contract are elderly and/or handicapped persons, who would have difficulty in placing refuse for collection at the curb; the need for special pickup service at the back door for such residents, or on

the front porch for recyclables, will be determined by the City Manager and such service will commence upon receipt by the contractor of notice from the City Manager to provide this special service. There is no maximum distance from the curb to the backdoor for this service. A place is provided on the offer form to pennit the contractor to list his offer price for such service.

Q. The City agrees that as compensation for the above services, it shall pay the contractor monthly on a per unit basis. Such payments will be made to the contractor not later than five (5) business days after receipt of a monthly bill, or the 5th business day of the month following receipt of the invoice, whichever is later.



Landfill

R. Contractor will be required to use Prince George's County approved landfills. Work under this contract shall include transportation to and disposal of all refuse and recycling at the landfills.

A. DEFINITIONS

Wherever used in the Contract Documents, the following term shall be applicable to both the singular and plural thereof:

1. Addenda-Written or graphic instruments issued prior to the Offer opening of the Contract which modify or interpret the Contract Documents.
2. Approval-Written approval from the Project Manager.
3. Offer-The offer or proposal of the Offeror submitted in the prescribed manner on the prescribed form setting forth the prices for the Work to be performed.
4. Offeror-Any person, firm or corporation submitting a Offer for the Work.
5. Bonds- Offer Bond, Performance Bonds, Labor and material Payment Bonds, Maintenance Bonds, and other instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents.
6. Change Order-A written order to the Contractor signed by the Project Manager authorizing an addition, deletion or revision in the Work within the general scope of the contract Documents, authorizing an adjustment in the Contract Price or Contract Time.
7. City - The City of Glenarden, Maryland
8. Commission-The Washington Suburban Sanitary Commission or W.S.S.C.
9. Contract/Contract Documents-The Contract, including Invitation to Offer, Information for Offerors, Offer Form, Contract, Bonds, Notice of Award, Notice to Proceed, Change Orders, Drawings, Certificate of Substantial Completion, Standard Specifications, Addenda, General Provisions, Standard Details, Geotechnical Report, Proposal, Information Regarding the Offeror, Offeror's Questionnaire, Vendor's Certification, Financial Disclosure Statement, Corporate Acknowledgement, Supplemental General Conditions, Special Conditions, Special Provisions, and Federal Contract Provisions when appropriate.
10. Construction Manager - The authorized representative of the Project Manager assigned to make interpretations, clarifications and other instructions as to the intent of the Contract Documents.
11. Contract Price-The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

CITY OF GLENARDEN, MARYLAND

8600 Glenarden Parkway
Glenarden, Maryland 20706
301-773-2100

GENERAL CONDITIONS

1. RESERVATIONS:

a. The City reserves the right to waive formalities or technicalities in bids as the interests of the City may require.

b. The City may waive minor differences in specifications provided these differences do not violate the intent of the specification or materially affect the operation for which the item is being acquired.

c. Bids which show omission, irregularity, alteration of forms, or additions not called for, and conditional or unconditional, unresponsive bids or bids obviously unbalanced may be rejected.

d. The City reserves the right to award contracts on a lump sum or an individual item basis or such combination thereof as the interests of the City may require. The manner in which the award will be made is indicated on the Bid Summary Sheet.

e. The City reserves the right to purchase additional like units at the same unit cost.

f. If in the City's judgment, the City's best interest will be served by doing so, the City reserves the right to reject any and/or all bids; to accept a portion of a bid or bids only; to advertise for new proposals; to proceed to do the work otherwise; or to abandon the work.

2. DISPUTES:

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

3. COMPLETION OF WORK:

a. The Contractor for this work will be expected to deliver the product within the number of calendar days stipulated in the bid proposal.

b. If the Contractor is delayed at any time in the delivery of the products by any act or negligence of the City, or by any act or negligence by separate contractor employed by the City, or that of any employee of either, or by any changes ordered in the materials or by strike, lockout, fires, unusual delays in transportation, unavoidable casualties or any causes beyond

the Contractor's control, or by delay authorized by the City, the City shall decide the permissible extent of such delay.

c. Failure to complete the Services within the time provided for in the contract documents may cause the City to incur economic and non-economic damages and losses of types and in amounts that are impossible to compute and ascertain with certainty and accuracy. Accordingly, in lieu of actual damages for such delay, when the City, in its judgment, determines that such circumstances exist, such liquidated damages as are set forth in the contract may be assessed and recovered by the City as against the Contractor and its Surety, in the event of delayed completion and without the City being required to present any evidence of the amount or character of actual damages sustained by reason of the delay. It shall be acknowledged by the Contractor that such liquidated damages represent estimated actual damages and are not intended as a penalty and the Contractor shall pay them to the City without limiting the City's right to terminate the Agreement for default as provided elsewhere therein. Should a Bidder require specific information about the nature and amount of liquidated damages, if any, to be included in a contract for a particular project, the Bidder is advised to make inquiry prior to bidding.

4. FAILURE TO DELIVER:

In the event the Contractor fails to deliver the services and materials covered by the Contract and in accordance with the delivery terms stipulated in the contract, then the City will have the right to purchase on the open market the services and/or materials covered in the Bid Proposal and shall have as damages the cost of obtaining such services and/or materials and any additional costs incurred by the City as a result thereof.

5. BONDS:

The successful bidder will not be required to give Performance and Labor and Materialmen's Bonds.

6. INSURANCE:

The Contractor shall maintain such the following insurance coverages, and shall provide Certificates evidencing such insurance to the City before beginning work. Certificates of Insurance shall be on an occurrences basis. **The Contractor shall name the City as additional insured to the required insurance policy and will furnish a Certificate of Insurance or other acceptable evidence of insurance coverage to the City upon signing the contract.**

a. **Comprehensive Liability Insurance:** Limits of Coverage (Applies only to

Contractors performing services in and/or for the City; NOT for supply only Contracts) Limits of coverage for commercial general liability and broad form property damages coverage are to be no less than One Million Dollars (\$1,000,000.00) occurrence/One Million Dollars (\$1,000,000.00) aggregate personal injury and death and Two Hundred Fifty Thousand Dollars (\$250,000.00) property damage/ Five Hundred Thousand Dollars (\$500,000.00) aggregate, where insurance aggregates apply.

b. 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.

c. Workers' Compensation: Failure of the Contractor to maintain Worker's Compensation coverage for the duration of the contract will result in the City deducting from each payment made under this contract, to the Contractor, a pre-determined percentage to defray coverage costs of the City. Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation.

7. INDEMNIFICATION:

The Contractor will be required to indemnify, defend and hold the City harmless against any and all liability to any person or persons for or by any reason of any condition or malfunction of the materials used, and against any and all claims made or liability to any person or persons by reason of any act or omission or negligence of the Contractor or any of its agents, servants, or employees. This indemnification shall include reasonable attorneys fees incurred by the City in connection with such claim or liability.

8. TESTING AND INSPECTION:

The City has the right to inspect and test all services and materials called for by the contract, to the extent practicable at all times and places during the term of the contract. The City shall perform inspections and tests in a manner that will not unduly delay the work. If any of the services and/or materials do not conform to contract specifications, the City may require the Contractor to perform the service or again provide a replacement product in conformity with contract specifications, at no increase in contract amount.

CITY OF GLENARDEN, MARYLAND

VENDOR RESPONSIBILITY FORM

1. Summarize briefly your experience in providing the commodities or service outlined in the attached specifications:

2. List the name and address of one bank or other institution that can provide the City with an adequate credit reference:

3. State of Maryland General Contractor License No.: _____

4. Have you ever refused to sign a contract at your original bid price? Yes _____ No _____

5. Have you ever defaulted on a contract? Yes _____ No _____

Federal I.D. #

Name of Bidder: _____

Address: _____

Telephone #:

By: _____
Signature

Typed Name and Title

BIDDER: _____

REFERENCE LIST

Bidder shall submit information on this sheet indicating construction experience on similar work. Failure to complete this sheet may be cause for rejection of bid.

1. Name of Jurisdiction: _____

Size of jurisdiction: _____

No. of collections: _____

Address: _____

City's Contact Person: _____

Contact Telephone No.: _____

2. Name of Jurisdiction: _____

Size of jurisdiction: _____

No. of collections: _____

Address: _____

City's Contact Person: _____

Contact Telephone No.: _____

3. Name of Jurisdiction: _____

Size of jurisdiction: _____

No. of collections: _____

Address: _____

City's Contact Person: _____

Contact Telephone No.: _____

4. Name of Jurisdiction: _____

Size of jurisdiction: _____

No. of collections: _____

Address: _____

City's Contact Person: _____

Contact Telephone No.: _____

5. Name of Jurisdiction: _____

Size of jurisdiction: _____

No. of collections: _____

Address: _____

City's Contact Person: _____
Contact Telephone No.: _____

CITY OF GLENARDEN, MARYLAND

Equal Opportunity Employer

I HEREBY AFFIRM THAT THIS COMPANY DOES NOT DISCRIMINATE IN ANY MANNER AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, NATIONAL ORIGIN OR ETHNICITY, SEX, PREGNANCY, GENDER IDENTITY, OR FAMILY STATUS, CREED OR RELIGION.

Bidder: _____
Type/Print Name of Firm

Address: _____

City/State: _____
Zip Code

By: _____
Signature of Person Authorized to Sign Bid

Type/Print Name and Title of Person Authorized to Sign Bid

**CITY OF GLENARDEN, MARYLAND
STATEMENT UNDER OATH TO ACCOMPANY BID**

The bidder represents, and it is a condition of the acceptance of this bid, that the bidder has not been a party with other bidders to any agreement to bid a fixed or uniform price. The bidder also represents that none of its officers, directors, partners, or employees who are directly involved in obtaining or performing contracts with any public bodies has:

- (1) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;
- (2) been convicted under a State or federal law or statute of any offense enumerated in Md. Code Ann., State Fin. and Proc. §16-203; or
- (3) been found civilly liable under a State or federal antitrust statute as provided in Md. Code Ann., State Fin. and Proc., §16-203.

The bidder warrants that it shall not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Md. Code Ann., State Fin., and Proc., Title 16, Subtitle 3 will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

ATTEST/WITNESS

Name of Bidder-Type/Print

By: _____

Signature of Person Authorized to Sign

Name and Title of Signatory (Type or Print)

STATE OF _____
COUNTY OF _____, TO WIT:

On this ____ day of _____ 20 __, before the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed on the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year aforesaid.

Notary Public

My Commission Expires: _____

BID BOND

BOND NO. _____

BID REQUEST NO. _____

KNOW ALL MEN BY THESE PRESENTS, That we, _____ hereinafter called the Principal, as Principal, and of _____ a Corporation duly organized and existing under the laws of the State of _____ and authorized to do business in the State of Maryland, hereinafter called the Surety, as Surety, are held and firmly bound unto, the City of Glenarden, hereinafter called the Obligee, in the sum of _____ Dollars (\$_____.00), good and lawful money of the United States of America, to be paid upon demand of the Obligee, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT,
Whereas, the Principal has submitted to the Obligee a Bid for furnishing all labor, materials, equipment and incidentals thereto necessary for work generally described as:

This Bid Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a written agreement with the Obligee in accordance with the terms, conditions and price(s) set forth therein, and furnish such insurance and give such bond or bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and materials furnished in the prosecution thereof, then this obligation shall become null and void; otherwise, it shall remain in full force and effect; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements immediately pay to the Obligee, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

Provided, however, that the Surety shall not be liable to the Obligee on this bond for any amount in excess of the principal amount hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall in no way be impaired or affected by any extension of the time within which the owner may accept such proposal, and said Surety hereby waives notice of any such extension.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20__.

Principal

By _____ (Seal)

Official Title

Surety

By _____
Attorney-in-Fact

By _____
Maryland Agent

(Accompany this bond with Attorney-in-Fact's authority from Surety Company certified to include the date of the bond)

BID FORM

BID DUE DATE: February 7, 2018, Glenarden City Hall, 8600 Glenarden Parkway, Glenarden, MD 20706

BID DUE TIME: 4:00 p.m.

Sir/Madam:

_____ (to be filled in by bidding company) hereby submits the following proposal for the collection of trash, bulk trash, recycling and yard waste.

Having carefully examined the Request for Bid Proposal, the General Terms, the Specifications, the proposed Contract, and any Addenda, related to the City of Glenarden's Request for Proposals for Trash Collection Services beginning April 30, 2018, and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to furnish all labor, equipment, materials, etc., required by the documents for the entire work, all in strict accordance with the contract documents, for the stipulated sum of:

BASE CONTRACT PRICE FOR COLLECTION OF TWICE WEEKLY TRASH, RUBBISH, REFUSE AND GARBAGE, AND ONCE WEEKLY COLLECTION OF RECYCLABLES, BULK TRASH AND YARD WASTE, PER UNIT:

_____ Dollars (Written)

\$ _____ (Figures)

1425 UNITS X = BASE CONTRACT PRICE

(PER UNIT PRICE):

_____ Dollars (Written)

\$ _____ (Figures)

SURCHARGE PER DWELLING UNIT FOR SPECIAL COLLECTION: PER UNIT:

_____ Dollars (Written)

\$ _____ (Figures)