



Incorporated Town of
Capitol Heights

REQUEST FOR PROPOSALS And Contract Documents

Bid No. TOCH-FY2023-01

**Project Title:
Town of Capitol Heights Trash Collection
Services**

**Pre-Bid meeting
3 PM, Monday, August 22, 2022
Town Hall, 1 Capitol Heights Blvd.**

**BID Opening
3 PM, Monday, August 29, 2022
Town Hall, 1 Capitol Heights Blvd.**

#1 Capitol Heights Blvd
Capitol Heights, Maryland
20743
(301) 336-0626 Office
(301) 336-8706 Fax

DOCUMENTS

RFP NO: TOCH-FY2023-01

Project Title: Capitol Heights Trash Collection Services

Town of Capitol Heights
One Capitol Heights Boulevard
Capitol Heights, Maryland 20743
(301) 336-0626

The Town of Capitol Heights seeks a contractor to furnish all labor, supervision, tools, materials, an equipment to perform trash collection and disposal services for the Town.

The Contractor will be required to collect household refuse from 1499 residences in the Town. The Work will be performed in cooperation and coordination with the Town Administrator and the Public Works Director. The Contractor shall provide twice weekly residential trash collection for all single-family dwellings and Townhouses within the corporate boundaries of the Town of Capitol Heights and once per week collection of yard waste and bulk trash, once a week trash collection from two trash bins at Town Hall, collection of Christmas trees during the first two weeks of January of each year. The Town also asks for an optional cost for one-time delivery and removal of 8 dumpsters for use on the Town's Clean Up-Green Up Day during the spring of each calendar year as set out in this RFP.

The Contractor shall provide all trash bins that are pre-stamped with the Town logo and an ID number for each trash receptacle that is associated with a Master list of household addresses that will be provided.

For discussion at Pre-Bid Meeting: Best practices to establish household responsibility for specific trash bin that can be associated with each household address.

Proposals shall be addressed to the Town Administrator, for an initial contract period of 2 years, beginning Tuesday, October 4, 2022, with the option of four (4), one-year contract extensions for collection services for Single family residences and Townhouses within the Town of Capitol Heights, as noted in the RFP and other contract documents (the "Contract Documents"). Proposals shall be accepted at the Town Hall of the Town of Capitol Heights, One Capitol Heights Boulevard, Capitol Heights, MD. 20743 until August 29, 2022 at 3 PM at which time and place the bid proposals will be opened and read. Award of the contract is subject to approval of the Mayor and Town Council of the Town of Capitol Heights by vote.

Town of Capitol Heights Trash Removal Services

Copies of the Request for Proposal may be obtained at Town Hall at One Capitol Heights Boulevard between the hours of 8:30 AM – 5 PM Monday through Friday **or can be obtained electronically by email request to: KennethWarren@capitolheightsmd.gov**

The Town of Capitol Heights reserves the right to accept or reject any and all proposals based on the best interests of the Town. In determining which proposal is best, the Town will take into consideration the qualifications of the Offeror, the experience of the Offeror with communities of comparable size, references, proximity of available Offeror facilities, and the Offeror's price.

All questions about the meaning or intent, discrepancies or omissions of the RFP or Contract Documents shall be submitted in writing to the Town Administrator, Beverly Habada, at: BHabada@capitolheightsmd.com

Replies to contractor inquiries shall be made in writing. The written responses become part of the Contract Documents and will be emailed to each Offeror who picked up an RFP from Town Hall or who were sent a copy by email.

The Town Administrator will be the Town's representative for this contract and may designate the Public Works Director for the Town of Capitol Heights to be the Town's representative for the duration of the contract for the purpose of addressing customer service or contract performance issues.

INSTRUCTIONS TO BIDDERS

BIDS: Sealed bids will only be accepted by the Town of Capitol Heights, Maryland, if submitted in accordance with these instructions, the General Conditions, Proposal instructions, and all forms and information listed in Section A. 3. **No electronic bids will be accepted.** 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 or certified check made payable to the Town of Capitol Heights shall accompany the bid.

QUALIFICATIONS OF BIDDERS: The Town 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 Town all such information and data for this purpose that the Town may request. The Town reserves the right to reject any bid if the information submitted by the Bidder or an investigation of such Bidder fails to satisfy the Town that such Bidder is properly qualified to carry out the obligations of the contract.

ACCEPTANCE OR REJECTION OF BIDS; RESERVATIONS:

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

NOTICE OF AWARD, SIGNING OF CONTRACT AND BONDS:

The successful Bidder agrees to sign a contract in substantially the form included in this Request for Proposals (except that certain additional provisions may be required of non-corporate contractors to clarify 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 notice inviting proposals and 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 award of bid.

BID WITHDRAWALS:

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

ADDENDA:

Any addenda issued by the Town after the RFP and before the opening of bids shall be included as covered in the proposal, and considered as a part of the contract thereof. Bidders will be required to submit a signed and dated copy of the addenda as acknowledgment of receipt (at the time of receipt). The signed and dated copy can be sent to:

KennethWarren@capitollheightsmd.com

SPECIFICATIONS:

Bidders must examine the specifications, proposal instructions, Scope of Work, all forms, the Contract document to be signed by the Town and successful bidder and have reviewed the entire Town RFP package carefully. In case doubt shall arise as to the meaning or intent of anything shown in the Town's bid package, Bidders shall make an inquiry to the Town before their proposal submission. The submission of a proposal shall indicate that the Bidder thoroughly understands the terms of the bid and the specifications.

BID FORMS, BID DELIVERY, BID OPENING:

- A. The Bid Forms are included in the bid package. Bids shall be submitted on the Bid forms and shall be filled out in full, either handwritten or typed. If changes and erasures/cross-outs are made, such changes and erasures/cross-outs shall be clear and legible, and shall be initialed by the person signing for the Bid Form(s). Unless specifically called for, alternate Bids will not be considered.

Bid in which the prices are obviously 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 the 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 services, materials and methods named in the Contract Document. The Bid Form and any required forms shall be submitted in a sealed opaque envelope bearing the Bidder's name and address and shall be submitted at the time and place indicated as the deadline for submission as per the Request for Proposals. 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 (Town Hall, One Capitol Heights Blvd). 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 Request for Proposals. Only bid totals will be publicly read at the Bid Opening. Bidders and other interested parties may be present either in person or by authorized representative. Unit prices will be made available after verification by the Town. In case of discrepancy between prices written out and prices in figures, the written-out price shall govern. In case of error in the extension of prices in the Bid, unit prices shall govern.

CONTRACT EXECUTION:

Copies of the Contract are included with the bid package. Changes may be made to the Contract form(s) at the sole discretion of the Town, however the Bidder should not rely on an expectation of changes in the Contract form(s).

The Bidder to whom the Contract is awarded shall return two (2) copies of the Contract and such other Contract Documents properly executed to the Town within seven (7) business days after issuance of the Notice of Award to the Contractor. The Town will execute the Contract within seven (7) business 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 deadline shall be just cause for annulment of the Contract Award. In that event, Contract award may then be made to the lowest responsible Bidder or the Work may be re-advertised and constructed under Contract or otherwise, as the Town may decide.

By executing the Contract, the Contractor represents that it has familiarized itself with, and assumes 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 locals laws, ordinances, rules and regulations that may in any manner affect performance of the Work and represents that the Contractor has correlated its study and observations with the requirements of the Contract Documents.

AFFIDAVIT OF NON-CONVICTION AND NON-COLLUSION:

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 on acts committed after July 1, 1977 in furtherance of obtaining a Contract with the State or a governmental agency or any governmental body chartered by the State shall be disqualified from entering into a Contract with the Town of Capitol Heights. Bidders shall complete and submit with their bid a notarized Anti-Bribery Affidavit. The Bidder/affiant shall also swear under the penalty of perjury on the Non-Collusion Affidavit form that the Bidder has not been a party with other bidders to any agreement/arrangement to bid a fixed or uniform price.

BID SUBMITTAL LIMIT:

A Bidder may submit only one Bid. 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.

PERFORMANCE BOND

The successful Offeror/Bidder will be required to give a Performance Bond and a Certificate of Insurance within seven (7) 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, whichever is less.

A. Proposal Instructions

1. Technical Information

The Contractor shall submit the following technical information:

- A brief narrative explanation of how the Contractor will accomplish the technical, managerial, and supervisory work described below under Section C, Scope of Work. Scope of Work shall be for collection of trash and garbage two times each week, yard waste once a week and bulk trash collection once each week during this period, for approximately 1,499 households in the Town of Capitol Heights. In addition, contractor will collect Christmas trees during the period of the first two weeks of January.
- Information outlining the experience and qualifications of the company, along with appropriate references.

Contractors who fail to include all the above information may be rejected as non-responsive.

2. Cost Summary

- a. A Cost Summary must be submitted on the attached form entitled “Bid Cost Form: CH 2023-01 Capitol Heights Trash Removal Services.”

All contractors must give the price in figures. The Cost Summary must contain the original signature of a person or person(s) authorized to bind the company. All proposals must be typed. Corrections on the Cost Summary must be initialed by the contractor.

- b. The Town of Capitol Heights is exempt from State and Local taxes. Therefore, an allowance for such taxes should not be included in the bidding proposal offer. Exemption certificates will be furnished to the successful Contractor upon request.
- c. Conditioned proposal and proposals containing escalator clauses will not be accepted. In the event any offer contains deviations or substitutions from the advertised specifications, the Contractor is required to fully describe and explain the nature of deviations or substitutions in the proposal submission.

3. Other Required Information

The following forms and information must be returned with proposal:

- “Bid Cost Form for Capitol Heights Trash Removal Services”
- Notarized Non-Collusion Affidavit
- Notarized Non-Conviction Affidavit
- U.S. Employer Identification Number, Maryland Employer Identification Number and Certificate of Good Standing (if Contractor is a Corporation)
- Equal Opportunity Form
- Reference List
- Bid Bond

4. Submission of Proposals

- a. All proposals shall be addressed to Ms. Beverly Habada, Town Administrator, Town of Capitol Heights, One Capitol Heights Boulevard, Capitol Heights, Maryland 20743, and must be actually received by the Town Municipal Building no later than August 29, 2022. It is the contractor’s responsibility to ensure that the contractor’s offer is delivered at the proper time and place. No offer received thereafter will be considered, unless it is the only offer received. Electronic submissions will not be accepted.
- b. Corrections of, or changes to, offers will be accepted only if delivered in writing to the Town Municipal Building prior to the time set out in paragraph 4(a).

Town of Capitol Heights Trash Removal Services

A request for withdrawal of an offer must be made in writing. No offer may be withdrawn for a period of sixty (60) days following the deadline date.

- c. The Contractor, by submitting its offer, represents that all personnel, equipment, and materials necessary for providing the described services will be available as needed.
- d. Errors in preparation of the offer will not relieve Contractors from the terms thereof. Failure of the Contractor to thoroughly understand all aspects of this request for proposal or to become familiar with all conditions that may affect performance before submitting an offer will not be an acceptable excuse for withdrawal or change of the offer.
- e. All quantities provided are approximate and should be viewed as such.
- f. This invitation to bid is sent as a courtesy to known interested companies. The receipt of this request for proposal from the Town of Capitol Heights in no way implies that a contract offer has been made by the Town of Capitol Heights or that the recipient is a qualified Contractor.

5. Assistance to Contractors

a. Site/Area Inspection

Each Contractor is urged to visit the sites of work so as to be fully informed as to the conditions under which the work is to be done, to facilitate planning under the specifications set out herein, and to coordinate with related and associated work.

Failure to inspect the sites of work will not relieve the successful Contractor of the obligation to furnish labor, material, and equipment necessary to carry out the work, and to complete said work for the consideration and in the time set out herein.

Prior to beginning work under a contract with the Town of Capitol Heights, the Town's Director of Public Works will escort the contractor for a physical tour and inventory of the Town boundaries and households in neighborhoods that will receive trash collection services.

b. Questions

All questions concerning the interpretation of this proposal, or other contract documents, shall be submitted in writing. Email to: Bhabada@capitolheightsmd.com later than one week prior to submission of the proposal, to the attention of Ms. Beverly Habada, Town Administrator, Town of Capitol Heights, One Capitol Heights Boulevard, Capitol Heights, Maryland 20743, telephone number: (301) 336-0626, ext. 103.

B. EVALUATION OF PROPOSALS

1. Selection Criteria

- a. In determining which proposal is best, the Town of Capitol Heights will take into consideration the offer price and the experience, qualifications, and references of the Contractor to perform the work. The Town reserves the right to reject any or all proposals in whole or in part, to waive any technicalities or formalities, and to exercise in its sole discretion which proposal will serve in the best interests of the Town of Capitol Heights. The Town reserves the right to negotiate final terms of the contract. The Town reserves the right to cancel any award at any time prior to the execution of a contract, without any liability on its part.
- b. If two or more technical proposals are of approximately equal merit, the contract will be awarded to the company whose proposal is the most cost effective among those companies. If two or more companies offer costs that are close to equal, the contract will be awarded to the company whose technical proposal is evaluated as best among those companies. In general, a highly qualified Contractor that meets all the technical proposal criteria and also offers the most cost-effective proposal will be awarded the contract.
- c. Prior to final award, a company may be asked to meet with Town residents who will be served by the contractor, for questions and answers about their services and about the company's customer service practices.

Contractor Capabilities:

The Contractor must provide information with their proposal demonstrating capability and willingness to provide the requested services, including: number of years in the business of providing equivalent services; the number of existing clients; names, addresses and telephone numbers of existing clients of those services (include on Reference List provided); the number of registered and operable trucks in the Contractors fleet; and the number of truck drivers in their trash collection workforce.

2. Notification

The Town of Capitol Heights intends to complete its evaluation and decision process within two weeks after submission of offers.

C. SCOPE OF WORK – AREAS OF COLLECTION

The Town of Capitol Heights (hereinafter called the Town) is located in Prince George's County, Maryland, inside the Capital Beltway (I-95) and is bordered by Central Avenue, Southern Avenue, Addison Road, and Rollins Avenue. The population is 4,050 persons according to the

Town of Capitol Heights Trash Removal Services

2020 Census. The Town has approximately 9.2 miles of local residential streets over which the trash must be collected (**see Attachment 1 – Town Map**).

Attachment 2 is a table listing of the number of residences that require trash collection for each street in the Town of Capitol Heights.

DEFINITIONS:

Bid Bond: A bid bond is a surety, a legal agreement to secure a contractors bid by providing a bond that serves as a means of legal and financial protection to the Town that the contractor will fulfill their job responsibilities at agreed prices.

Boundaries: All streets, roadways, etc., within the Town limits as determined by the Town of Capitol Heights.

Bulk Trash, Non-metal/Metal items: Includes major household items such as furniture, mattresses (required to be covered in plastic), rugs, and shelves that are primarily made of wood, cloth, ceramic, glass and synthetic materials; major appliances such as stoves, dishwashers, washing machines, dryers, and water heaters.

Collections: Collection from a clearly identifiable area adjacent to, in front of, a residence, garage, at the curb or immediately adjacent to the roadway if no curb exists, but not at the rear of the property.

Collection Day: Those hours between 6:00 AM and 3:00 PM during which trash collections under this contract are permitted.

Construction Materials: Includes materials such as dirt, bricks, cinder and concrete blocks, wallboard and roofing.

Contract Documents: The agreement concerning the performance of the work as indicated or specified. The contract includes specifications, proposals, general contract conditions, contract bonds, any supplemental agreements entered into, and 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 the specifications.

Curb: The area bounded by the outer edge of the paved or graveled road surface and limit of the Town right-of-way at the front property line of a house.

Curb side collection: Collection from single family households who properly place their trash bins/trash receptacles at the curb, but not on the street or where vehicles park in designated spaces, for collection by the Contractor.

Front Porch Collection: Residences where senior citizens or disabled persons have limited mobility and their trash bins/receptacles are marked on the side with an identifying sticker that requires the Contractor to retrieve their trash containers from the front porch and return said containers to the same place after emptying the trash into collection vehicles.

Hazardous Materials: These are chemicals and materials such as oil based paints, used motor oil, asbestos and other materials that are hazardous and require special handling for disposal.

Motor Vehicles and Parts: Includes automobiles, motorcycles and trucks, and their parts, including tires.

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/Trash bin: The container in which trash is placed for pick up by the contractor.

Route: A number or grouping of homes regularly scheduled for trash collection on a twice a week basis as specified in this contract.

Single Family Dwelling: A dwelling designed for a single family and up to five unrelated individuals, with water services, power services supplied, including all townhouses.

Special collections: Those trash collections of front porch or a backdoor type provided to senior citizens or the disabled (if there is no one living in the house under age 65 to assist them) for trash collection.

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 under this solicitation and contract.

Trash: Regular trash is defined as 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 discarded by households in the normal course of living.

Unacceptable Trash/Refuse: This is defined as items the contractor is not required to collect such as tree stumps, automobile parts, oil from automobiles, stones, dirt, human or animal feces or waste, pathological waste, hazardous waste, unbundled tree limbs, tree limbs longer than 4 feet and larger than 3 inches in diameter, building materials or construction materials, refrigerators and air conditioners.

Yard Waste: Includes tree trimmings, grass clippings and leaves. Branches and clippings will be bundled in four-foot lengths. Stumps, tree trunks, and branches over 6 inches in diameter are excluded and not to be collect

COLLECTION SERVICES 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 trash, garbage, or 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 metal. The Contractor is expected to comply with all laws and regulations of the State of Maryland and Prince George's County applying to the collection and disposal of trash, garbage or refuse. The contractor will pick up garbage and refuse from either curb-side or front porch or backdoor as maybe further designated in this RFP-contract document. In addition, twice weekly pickup of refuse is required from Town Hall (One Capitol Heights Boulevard) from two trash receptacles provided by the contractor for collection of Town Hall refuse.

- B. The Town will also need a one-time per year delivery of eight (8) dumpsters for "Clean Up-Green Up Day" in the spring of each calendar year and the removal of the dumpsters and disposal. **A price for this service can be provided as an optional bid item – see page 27. The Town may elect to accept prices prior to the time they are needed.**

In the event collection under this Contract is not practicable for any period (e.g., due to weather conditions), the Contractor shall resume such collection without unnecessary delay by completing its customary daily route, in its entirety, on such next occurring Collection Day with respect to when the collection is practicable.

In the event Contractor fails to complete the daily route, Contractor shall resume collection of materials by completing its customary daily route, in its entirety, on such next occurring Collection Day.

- C. At least Ten (10) days prior to commencing collection services, the contractor shall submit 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 the sequence of collection. After this initial submission, the contractor may be required by the Town Administrator or designee to periodically revise the schedule as necessary.

- D. The contractor shall extend collection services to new single-family dwellings or townhouses in the contract area at the contract unit price. The contractor shall promptly advise the Town Administrator of any increase or decrease in the number of dwellings served within the month's collections that either begin or cease. The contractor will not be paid for the addition of new houses until the month of notification. The contract price

Town of Capitol Heights Trash Removal Services

shall be increased or decreased, based upon the contract unit price, applied to the number of residential dwellings that have been added to or deleted from collection.

- E. The contractor shall collect all items of garbage, trash, refuse and rubbish when properly placed in regulation trash receptacles. Each trash receptacle shall be placed at curbside for collection except as directed for those special collections for senior citizens and the disabled as further described herein. Receptacles shall be placed at the curb as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.
- F. Curbside collections must be left free and clean of all household garbage and other refuse after the contractor completes the pick up at each location.
- G. Individual households 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 hours of notification to the contractor by the Town. A telephone call or email from the Town to the contractor's listed telephone number will suffice as notification.
- H. If a contractor fails to complete a route on more than two (2) consecutive scheduled collection days or gives evidence of repetitive missing of certain homes or areas on the collection schedule, the Town Administrator may assign the Public Works department equipment labor to complete failed routes, or make collection from individually missed homes. In such instance, the contractor will be back charged by the Town on the basis of the actual cost to the Town for equipment and labor plus twenty percent (20%) for overhead.
- I. The contractor will be responsible for responding to all claims for damage to refuse/garbage receptacles or other personal property from homeowners who allege such damages were caused by the contractor or the contractor's personnel while in the performance of this contract. Upon notification by the Town, that a complaint of property damage or loss has been filed with the Town, 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 Town may investigate the complaint and will determine its validity. Continued failure by the contractor to contact homeowners for settlement of claims may be the basis for termination of this contract.
- J. The contractor shall return trash receptacles to the area from which collected. All gates used for access to special collection from front porch or for backdoor pickups must be secured after collection. Shortcuts over private property such as lawns, fences, hedges,

Town of Capitol Heights Trash Removal Services

etc., is to 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 location 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 front porch or backdoor collections involving the infirmed or handicapped persons, failure to return trash receptacles to their point of original collection will constitute a missed collection.

- K. The contractor or contractor personnel must not engage in altercations with homeowners being served under this contract. The contractor must contact the Town Administrator or their designee 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 Town Public Works Director by calling and requesting assistance at 301-336-0626.
- L. Once received by the Town, the contractor's route listing will be field checked and verified by the Town's Director of Public Works. All discrepancies in the listing will be resolved to the mutual satisfaction of the Director of Public Works and contractor within thirty (30) days after receipt of the contractor's list. Any payments due to the contractor shall be withheld pending the receipt and verification of this list.
- M. Special collections: There are certain residents to be served under this proposed contract for which curbside collection would not be feasible. For those residents who are elderly, infirmed or handicapped, who would have difficulty getting their trash receptacles to the curb, special pickup service from the front porch or backdoor is essential. The Town Administrator will determine who needs special collection service and a list of household addresses for special collection service will be provided to the contractor and the contractor's special collections will begin upon receipt by the contractor of the notice from the Town Administrator on those who will receive this special collection service. There is no maximum distance from the curb to the front porch or back door for this service. A place is provided on the bid form to permit the contractor to list a bid price for such special collection service.
- N. The Town 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 no later than 10 days after receipt of a monthly bill.
- O. The 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 at the County landfills/County facilities.-

The requirements for **regular trash and garbage pickup** are as follows:

Town of Capitol Heights Trash Removal Services

1. **Pickup days:** Trash shall be collected and removed beginning at 6:00 a.m. on two days each week. Currently residential trash is collected two days a week (Tuesday and Friday), but bidders may negotiate different days. **Pickup must be completed by 12:00 Noon.**
2. **Holidays:** Whenever Prince George's County Government holidays are celebrated on a Tuesday or Friday, trash will not be picked up on those days, nor will there be a make-up date. However, trash will be picked up on the next regularly scheduled pick-up date. The holidays are New Year's, Martin Luther King's Birthday, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Thanksgiving, and Christmas.
3. **Weather exceptions:** the Contractor will not be required to make the scheduled collection when the Prince George's County Government announces the closure of the County Government due to hazardous road conditions or when the Brown Station landfill is closed.

The requirements for **Bulk trash pickup** are as follows:

1. **Pickup days:** Bulk trash shall be collected and removed beginning at **7:00 a.m.** on one day each week. **Pickup must be completed by 12:00 noon.** The pickup day may coincide with one of the regular trash pickup days. Residents will arrange for bulk trash pickup by calling the contractor's office directly 24 hours preceding bulk trash pickup. Bulk Trash Pickup may include Christmas trees that will be picked up during the first two weeks in January. Currently Bulk trash is collected on Wednesdays, bidders may negotiate different days.
2. **Holidays:** Whenever Prince George's County Government holidays are celebrated on a Tuesday or Friday, trash will not be picked up on those days, nor will there be a make-up date. However, bulk trash will be picked up on the next regularly scheduled pick-up date. The holidays are New Year's, Martin Luther King's Birthday, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Thanksgiving, and Christmas.
3. **Weather exceptions:** the Contractor will not be required to make the scheduled collection when the Prince George's County Government announces the closure of the County Government due to hazardous road conditions or when the Brown Station landfill is closed.

The requirements for **yard waste pickup** are as follows:

1. **Pickup days:** Yard waste shall be collected and removed on one day each week. The pickup day may coincide with one of the regular trash pickup days. **Yard waste may not include the collection of Christmas trees during the first two weeks of January of each year. Currently yard waste is picked up on Mondays.**

Town of Capitol Heights Trash Removal Services

2. **Holidays:** Whenever Prince George's County Government holidays are celebrated on a Tuesday or Friday, trash will not be picked up on those days, nor will there be a make-up date. However, yard waste will be picked up on the next regular scheduled pick-up date. The holidays are New Year's, Martin Luther King's Birthday, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Thanksgiving, and Christmas.
3. **Weather exceptions:** the Contractor will not be required to make the scheduled collection when the Prince George's County Government announces the closure of the County Government due to hazardous road conditions or when the Brown Station landfill is closed.

Other requirements:

Town residents are responsible for disposal of motor vehicle parts, motor oil, hazardous materials and construction materials, and are not to be included in this proposal. Collection of trash from commercial establishments and churches located in the Town is outside the scope of this RFP.

Recyclable Materials:

Bidders are to exclude from their proposal any pickup of recyclable materials, as defined in this RFP. Prince George's County currently provides pickup of recyclables in the Town of Capitol Heights.

Penalties for failure to meet contract requirements:

Should the Contractor fail to complete regularly scheduled collection, the Contractor shall forfeit the sum equal to one-eighth (1/8) of the payment for the month; and for the second consecutive failure, an additional sum equal to one-fourth (1/4) of the payment for the month; and should a third consecutive failure occur, an additional sum of one-half (1/2) of the month's payment shall be forfeited by the Contractor. After the third consecutive failure, the Contractor may be deemed in default and the contract may be terminated at the discretion of the Mayor and Town Council.

Citizen responsibilities:

Household trash containers shall be placed within two feet of the curb line, or in the case of a fenced lot, on the street side of the fence; and that failure to conform to this provision shall be just cause for the Contractor to leave such refuse, provided Contractor notifies the Town Administrator of any nonconformance. Citizens/Residents shall arrange for pickup of bulk items directly with the contractor. This pickup shall include no more than three household items, no larger than a sofa.

Renewal:

The contract will provide for the option of four (4) one-year renewal options unless either party to the contract provides the other party with a 60-day written notice with the intent to renegotiate or terminate the contract.

GENERAL CONDITIONS

1. Laws and Regulations

The Contractor shall agree to furnish all equipment, licenses and labor, to conform with all rules and regulations of the Town of Capitol Heights, Maryland and the Federal, State, and Prince George's County Government necessary to the adequate performance of the terms of this contract.

2. Work Schedule

The Contractor shall, prior to execution of the contract, notify the Town of Capitol Heights in writing of the names of any subcontractors proposed for parts of the work, and shall not employ any that the Town of Capitol Heights may object to performing work in the Town.

a. Alternate Proposals:

Bidders may propose alternative services to the foregoing service specifications if they believe the price of providing such services will result in significant cost savings to the Town or will result in significant enhancements to the services provided to the Town. The Town will consider such proposals, but reserves the right to reject proposals that are outside the scope of the basic services being requested.

P. EXECUTION OF CONTRACT AND DATE OF WORK

1. The Contractor to whom the contract is awarded will be notified by telephone and email, and is expected to execute the contract and submit it together with any other required documents within three working days after notification. Failure to do so will be just cause for annulment of the award by the Town of Capitol Heights.
2. The successful Contractor shall be required to enter into a contract, a sample of which is attached. The terms and conditions of this offer and Contractor's proposal shall be incorporated in said contract and will be binding on the Contractor. Before submitting an offer, each Contractor should examine the contract documents thoroughly.
3. If the Contractor to whom an award is made shall fail to timely execute the contract and/or submit required documents, the award may be terminated by the Town of Capitol Heights, which may then award the contract to the next ranked contractor or reject all remaining offers, as not in the best interest of the Town of Capitol Heights.
4. The successful Contractor shall perform the services described herein as an independent contractor and not as an employee of the Town of Capitol Heights.

5. Work under the contract shall begin on or following October 4, 2022. There will be no separate notice to proceed.

Q. INSURANCE AND INDEMNIFICATION, BID BOND, LICENSES, PERMITS AND APPLICABLE LAWS

1. The successful Contractor shall provide proof of compliance with State Law as to workers compensation and employment insurance, and commercial general liability insurance for bodily injury and property damage in the amount of \$1,000,000.00 each occurrence/\$2,000,000.00 aggregate; automobile liability insurance for bodily injury and property damage in the amount of \$1,000,000.00 per occurrence. The Town of Capitol Heights shall be named as an additional insured on general liability coverage of the successful Contractor.
2. The successful Contractor will be required to give a Performance Bond and a Certificate of Insurance within ten (10) business days after the date of the Contract award. The Performance Bond shall be in the amount of 50% of the Contract Price or \$150,000, whichever is less.
3. The successful Contractor shall indemnify and hold harmless the Town of Capitol Heights, its officers, agents, and employees, from all suits, actions, and damages or cost of every kind and description, arising directly or indirectly out of the performance of the contract, whether caused by negligence on the part of the successful Contractor, its agents and employees, or by other causes.
4. The successful Contractor will be responsible for having or obtaining any and all **licenses and permits** pertaining to performance of work under the contract. All services and material provided by the successful Contractor shall conform to all applicable laws and regulations.
5. If the Contractor subcontracts out any of the work to be performed, such subcontracts shall be subject to the approval of the Town of Capitol Heights. The Contractor shall be solely responsible for the payment of all subcontractors and shall provide to the Town an affidavit that all subcontractors have been paid in full prior to receipt of final payment. The Town shall have no liability as to any subcontractor. The Contractor shall hold the Town harmless for any liability and shall be solely responsible for any and all costs, inclusive of reasonable attorney fees in the event of any legal proceedings or liens for non-payment by a subcontractor.

R. MATERIALS AND STANDARDS OF WORK AND PERIODIC AND FINAL INSPECTION

1. All work performed and material provided pursuant to the contract will be in conformance with standards and adopted by the State of Maryland and Prince George's County and will be appropriate for existing conditions. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or

Town of Capitol Heights Trash Removal Services

unsuitable material or workmanship shall be rejected and shall be made good by the successful Contractor at its expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Contractor.

2. The Town of Capitol Heights will make periodic inspections of the work by the Public Works Director or Town Administrator.

S. PAYMENTS

Monthly payments shall be made by the Town to the Contractor by the tenth (10th) day of each month for the preceding month's collection upon receipt of submitted invoices; subject to late charges, if not paid timely.

AFFIDAVIT OF NON-CONVICTION

I HEREBY AFFIRM THAT:

1. I am the _____ and duly authorize
(Owner, Partner, Officer, Agent)
representative of the firm _____.
(Company Name)
and that I possess the legal authority to make this affidavit on behalf of myself and the
firm for which I am acting.
2. Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of
my knowledge, any of its officers, directors, or partners or any of its employees directly
involved in obtaining contracts with the State or any County, bi-County, or multi-County
agency, or subdivision of the State have been convicted of, or have pleaded as contenders
to a charge of, or having during the course of official investigation or other proceeding,
admitted in writing or under oath acts or omissions which constitute bribery, attempted
bribery or conspiracy to bribe under the provisions of Article 27 of the Annotated Code
of Maryland or under the law of any State of the Federal Government (conduct prior to
July 1, 1977 is not required to be reported).
3. State "none" or, as appropriate, list any conviction, pleas or admission described in
paragraph 2 above, with the date, court, official or administrative body, individuals
involved and their position with the firm, and the sentence or disposition, if any.

4. I acknowledge that this affidavit is to be furnished, where appropriate, to the Town of
Capitol Heights under Section 13-405(h) of the State Finance and Procurement article of
the Annotated Code of Maryland, which ordains that any person convicted of bribery
(upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the
State or any subdivision of the State of Maryland shall be disqualified from entering into
a contract with the Town.

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

Date: _____
State of: _____

Signature: _____

Country of: _____

This instrument was signed or acknowledged before me on: _____

by: _____
print Name of Signer(s)

Notary Signature

{Steal/Stamp}

NON-COLLUSION AFFIDAVIT

1. I, _____
(Owner, Partner, Officer, Representative, Agent)

Of _____
(Company Name)

The Bidder that has submitted the attached Bid:

2. Am fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances representing such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Capitol Heights or any person interested in the proposed contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not limited by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affidavit.

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

Date: _____

Signature: _____

State of: _____

Country of: _____

This instrument was signed or acknowledged before me on: _____
by: _____
print Name of Signer(s)

Notary Signature

{Steal/Stamp}

TOWN OF CAPITOL HEIGHTS, 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

DATE:

BID BOND

BOND NO. _____

BID REQUEST NO. _____

KNOW ALL MEN BY THESE PRESENTS, That,

_____ 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 finally bound unto, the Town of Capitol Heights, 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 Obligations 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.

Town of Capitol Heights Trash Removal Services

Provided, however, that the Surety shall not be liable to the Oblige 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, 2022

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)

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: (City/Town): _____
Jurisdiction population: _____
No. of Household collections: _____
Jurisdiction Address: _____
City/Town Contact Person: _____
Contact Telephone No: _____
Contact Email address: _____

2. Name of Jurisdiction: (City/Town): _____
Jurisdiction population: _____
No. of Household collections: _____
Jurisdiction Address: _____
City/Town Contact Person: _____
Contact Telephone No: _____
Contact Email address: _____

3. Name of Jurisdiction: (City/Town): _____
Jurisdiction population: _____
No. of Household collections: _____
Jurisdiction Address: _____
City/Town Contact Person: _____
Contact Telephone No: _____
Contact Email address: _____

BID FORM

BID DUE DATE: August 22, 2022, Town of Capitol Heights MD. 20743

BID DUE TIME: 3:00 PM

Town Administrator:

_____ (name 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 Addenda, related to the Town of Capitol Heights Request for Proposals for Trash Collection Service beginning October 4, 2022 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 document for the entire work, all in strict accordance with the contract documents, for the stipulated sum of:

THE FOLLOWING TOTAL BASE CONTRACT PRICE FOR COLLECTION OF TWICE WEEKLY TRASH, RUBBISH, REFUSE AND GARBAGE, AND ONCE WEEKLY COLLECTION OF YARD WASTE, AND BULK TRASH BY APPOINTMENT PER HOUSEHOLD UNIT IS:

PER HOUSEHOLD UNIT COST = 1499 Households x \$_____ per household = \$_____ per month x 12 months = \$_____ per year (Write out dollar amount below and \$ figures below that)

TOTAL Yearly costs

_____ Dollars (written)
\$ _____ Figures

TOTAL Monthly costs:

_____ Dollars (written)
\$ _____ Figures

Town of Capitol Heights Trash Removal Services

SURCHARGE PER DWELLING UNIT FOR SPECIAL COLLECTION: PER UNIT:

_____ Dollars (written)

\$ _____ Figures

MONTHLY FUEL SURCHARGE FUEL = \$ _____

OPTIONAL: CHARGE FOR ROLL OFF GREEN UP CLEAN-UP

_____ Dollars (written)

\$ _____ Figures

Late Charges applied for payments made after the 10th of the month: _____

Owner Signature: _____ Date:

Company: _____

CONTRACT BETWEEN
TOWN OF CAPITOL HEIGHTS

AND _____

This Contract for Capitol Heights Trash Removal Services in the Town of Capitol Heights, Maryland (hereinafter "Contract") is made as of this _____ day of _____ 20____, by and between the Town of Capitol Heights, Maryland, a municipal corporation incorporated under the laws of the State of Maryland, and _____(Contractor).

WHEREAS, the Town of Capitol Heights, Maryland (hereinafter the "Town") has issued an invitation to accept bids to provide trash removal services to the Town of Capitol Heights, Maryland 20743.

WHEREAS, _____ (hereinafter the "Contractor") has submitted the most cost effective offer for providing the trash removal services and all other necessary work as enumerated in the Request for Proposal by the Town of Capitol Heights.

WHEREAS, the Town has selected Contractor to provide the trash removal services, and other works included in the RFP.

WHEREAS, the Contractor has agreed to provide said services to the Town of Capitol Heights, as therein described.

NOW THEREFORE, in consideration of the promises of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the Town of Capitol Heights and the Contractor do hereby agree as follows:

CONTRACT DURATION

This Contract shall commence on the _____ day of _____, 20____, and end on the _____ day of _____, 20____, with four (4) one-year options to renew the contract.

CONTRACT PRICE AND PAYMENT TERMS

- 1.1 The Town agrees that as compensation for the Capitol Heights Trash Removal Services, it shall pay the Contractor the sum of \$_____, as the total annual amount paid for collection services.
- 1.2 Payment will be made in monthly installments of \$_____ by the tenth (10th) day of the month for the preceding month's collection.
- 1.3 If the Contractor's invoice is not paid within 30 days, interest can be added to any outstanding balance.
- 1.4 Any changes, modifications, amendments to or attachments that affect this contract or any part of this contract require acceptance by signature of the below signed Town of Capitol Heights' official.

THE WORK

- 2.1 The Contractor shall perform all the work required by the submitted proposal for the Capitol Heights Trash Removal Services for the Town of Capitol Heights, Maryland, as outlined in the attached proposal, which is incorporated into this document by reference.
- 2.2 The Contractor will supply all labor, material, and supervision necessary to provide the Trash Removal Services in accordance with all federal, state, county and local regulations and inspections pertaining to providing services of this type.

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1 The work to be performed under this Contract shall be commenced on _____ and, subject to authorized adjustments and completed by _____ unless after two years from the initial date, the option is exercised by authorized representatives of the Town of Capitol Heights or as may be initiated by the Contractor, with the Town of Capitol Heights, for additional years up to four additional years total.

CONTRACT SUM

- 1.1 The Owner shall pay the Contractor in current funds for the performance of the work, subject to addition and deductions by Change Orders, as provided in the Contract Documents, the annual Contract Sum of:

\$ _____ Dollars (\$ _____)

TAX STATUS

The Town of Capitol Heights, a municipality in the State of Maryland, is a tax-exempt government organization. The Town will furnish a tax-exempt certificate for Contractor's information.

OFFICIALS NOT TO BENEFIT

No member of the Town government may be admitted to any part or share of this content, or to any benefit arising from it. This prohibition does not apply to the extent this contract is with a corporation for the corporation's general benefit.

INSURANCE

- a. The Contractor shall provide at its own expense comprehensive automobile bodily injury and property damage liability insurance covering all vehicles, whether such vehicles are owned, hired or non-owner operated, or operated by/or on behalf of the Contractor in the performance of this Contract, with not less than the following units:

Combined single limit of \$1,000,000 per occurrence per bodily injury and property damage.

- b. Contractor will also obtain and pay premiums for the following insurance:
 - 1. Workmen's Compensation Maryland Statutory Limit
 - 2. Comprehensive General Liability in an amount not less than \$2,000,000 (combined personal injury and/or property damage) per occurrence and \$2,000,000 annual aggregate.
- c. Prior to commencing performance under this Contract, the Contractor shall furnish to the Town of Capitol Heights, a Certificate of Insurance of each of the foregoing coverage. All insurance coverage shall list the Town as additional insured. The Certificates shall contain provisions for at least ten (10) days prior to written notice of any cancellation or material change to be provided to the Town of Capitol Heights. The insurance companies providing such insurance must be acceptable to the Town of Capitol Heights.

TERMINATION FOR DEFAULT

- a. The Contractor's right to perform this Contract may be terminated by the Town of Capitol Heights in the event services are not performed as stated in this Contract.

Thereafter, Town of Capitol Heights may have the services performed by others and the Contractor shall be liable for all costs to the Town of Capitol Heights in excess of the Contract price for the remaining portion of the Contract term.

- b. The Contractor's right to continue performance under this contract shall not be terminated nor the Contractor charged with damages if his performance was interrupted by extreme weather conditions or other acts of God, public disturbance, acts of war, or other valid cause beyond the Contractor's control. **(Failure of the Contractor's equipment or lack of workers is not considered to be a valid reason for non-performance under this Contract.)** However, the Contractor must recommence work interrupted for any reason when directed by the Town of Capitol Heights Administrator upon cessation of cause for such interruption.

TERMINATION FOR CONVENIENCE

- a. The Town of Capitol Heights may elect to terminate all or a part of this Contract for its convenience by providing at least forty-five (45) days prior written notice to the Contractor. If the Town of Capitol Heights does terminate this Contract for its convenience, the Town of Capitol Heights shall pay the Contractor compensation for its performance up to the termination date.
- b. The Contractor may elect to terminate all or a part of this Contract for its convenience by providing at least sixty (60) days prior written notice to the Town if unforeseen conditions arise.

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 this Contract or any payment hereunder except with the prior written consent of the Mayor and Council of the Town of Capitol Heights.

TOOLS AND EQUIPMENT

The Contractor shall provide all equipment, materials and tools, both power and manual, to perform the work described in the Request for Proposals.

LIENS

All services performed by the Contractor under this Contract shall be kept free from claims, liens, and charges. The Contractor shall be solely responsible for all services provided by any subcontractors, and shall provide to the Town an affidavit that all subcontractors have been paid in full prior to receipt of final payment by the Town. If any subcontractor files a lien or makes a claim against the Town, the Contractor shall hold the Town harmless, and be liable for any and all expenses incurred by the Town, inclusive of reasonable attorney's fees, in the prosecution of the legal proceedings.

SAFETY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including those required by law in connection with the performance of the work. The contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

DAMAGE TO TOWN OF CAPITOL HEIGHTS OWNED PROPERTY OF PRIVATE PROPERTY

The Contractor agrees to compensate the Town of Capitol Heights, its citizens, and other persons for any loss that they may suffer due to thefts or peculations, by employees of the Contractor or its subcontractors.

Should employees of the Contractor or its subcontractor cause damage or loss to public or private property, and/or furnishing and equipment contained therein, Contractor shall immediately notify the Town of Capitol Heights Administrator of the location, cause, and time of damage. Contractor agrees to repair or replace any such damage or loss, to the Town of Capitol Heights property owner's complete satisfaction, at the Contractor's own expense.

REQUIREMENTS OF PERFORMANCE

The Contractor shall furnish all labor, materials, equipment and supervision to provide Trash Removal Services to the Town of Capitol Heights, Maryland in accordance with the following relevant requirements:

Housing and Community Development Act of 1974, Public Law 93-383, as amended; Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 17001u; 4 CFR 135 (Code of Federal Regulations); Executive Order 11246; the Clean Air Act of 19673, as amended; 40 CFR 15; Davis Bacon Fair Labor Standards Act, as amended, 40 U.S.C. 276a-276a-5; Copeland (Anti-Kickback) Act, 48 stat. 948, 40 U.S.C. 276 C; Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-332; 24 C.F.R. Part 35 (Lead-Based Paint Hazards); Civil Rights Act of 1964, Title VI, Public Law 88-352; and Section 504 of the Rehabilitation Act of 1973. Additional provisions may apply depending upon the nature of the work to be performed and the contract price.

INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold the Town of Capitol Heights harmless from and against any and all actions, proceedings, claims or demands of whatever nature, in law or in equity and against any and all liabilities, damages, losses, costs and expenses, including, without limitation reasonable attorney fees incurred or suffered by the Town of Capitol Heights by reason of, in consequence of or arising out of the Contractor's obligations, actions, or events as they relate to the performance of this Contract. Such indemnification shall be binding upon them, their assigns and legal representatives of the Town of Capitol Heights and the Contractor and its

Town of Capitol Heights Trash Removal Services

performance shall be governed by, construed and enforced in accordance with the laws of and applicable to the State of Maryland.

DIVISIBILITY

In the event that any part of this Contract shall, at any time or to any extent, be judicially declared invalid or unenforceable, the remainder of the Contract shall not be affected thereby. Each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

HEADINGS AND SECTIONS

The Contract Headings and Sections are provided for convenience only and shall not affect the construction hereof. All Sections are intended to create one agreement binding on the parties hereto.

AMENDMENTS

Any amendments to this Contract must be in writing and signed by authorized representatives of both the Town of Capitol Heights and the Contractor.

IN WITNESS THEREOF, this Contract has been authorized by the Mayor and Council by a vote of ____ Yeas and ____ Nays by Resolution 2023- dated _____, 2022 and executed as of the day, month, and year as set forth above.

For the Town of Capitol Heights

For the Contractor

Beverly Habada, Town Administrator

Signature

Title

Date

Date

ATTEST:

ATTEST:

Witness

Witness

Date:

Date: