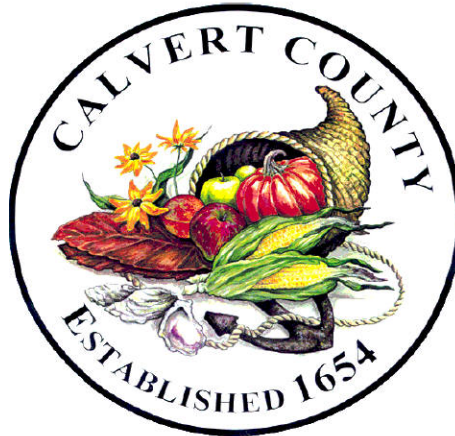


INVITATION FOR BID
BOARD OF COUNTY COMMISSIONERS
OF
CALVERT COUNTY
PRINCE FREDERICK, MARYLAND 20678



REFUSE REMOVAL
CONTRACT- PURCH 2009-035

PURCHASING OFFICE
COUNTY SERVICES PLAZA
150 MAIN STREET, SUITE 105
PRINCE FREDERICK, MARYLAND 20678
destepcm@co.cal.md.us
410-535-1600 Ext. 2322
301-855-1243 Ext. 2322

DUE DATE: **Thursday, April 23, 2009 by 2:30 p.m.**

PRE-BID MEETING: **Wednesday, April 15, 2009 at 10:00 a.m.**
County Services Plaza
Conference Room
150 Main Street, Suite 102
Prince Frederick, MD 20678



INVITATION TO BID CALVERT COUNTY GOVERNMENT

Bids must be submitted in a **SEALED ENVELOPE** with the label we have provided below affixed to the front. Calvert County reserves the right to reject bids improperly labeled. The envelope must also show the bidders name and address.

SEALED BID

TO BE DELIVERED AND OPENED BY:

**CALVERT COUNTY GOVERNMENT
PURCHASING OFFICE
COUNTY SERVICES PLAZA
150 MAIN STREET, SUITE 105
PRINCE FREDERICK, MARYLAND 20678**

BID TITLE: _____

BID NUMBER: _____

BID DATE: _____ **BID TIME:** _____



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NOTICE TO BIDDERS

Bids are due on or before Thursday, April 23, 2009 by 2:30 p.m. and will be opened immediately thereafter in the County Services Plaza Conference Room, 150 Main Street, Suite 102, Prince Frederick, Maryland 20678 for:

CONTRACT – PURCH 2009-035 REFUSE REMOVAL

A pre-bid meeting will be held on Wednesday, April 15, 2009 at 10:00 a.m. at the County Services Plaza, Conference Room, Suite 102, 150 Main Street, Prince Frederick, Maryland 20678.

Bids must be submitted in a **SEALED ENVELOPE** with the label we have provided affixed to the front. Calvert County reserves the right to reject bids improperly labeled. The envelope must also show the bidders name and address.

Bid(s) should be mailed or hand delivered to the following:

CALVERT COUNTY GOVERNMENT PURCHASING OFFICE
150 MAIN STREET, SUITE 105
PRINCE FREDERICK, MARYLAND 20678

Acceptance of bids by County employees other than the Purchasing Office is not deemed proper delivery. Where bids are sent by mail to the Purchasing Office, the Bidder shall be responsible for their delivery before the date and time set for the closing of bid acceptance. If the mail is delayed beyond the date and hour set for the bid closing, bids will not be accepted.

Bids made on any form other than the attached form will not be considered. Changes in the phraseology of the bid, additional or limiting provisions will render the bid informal and may cause its rejection.

Changes to the Invitation to Bid or Technical Specifications shall be made only in writing and copies will be mailed, faxed, e-mailed to all known prospective bidders. The County Commissioners assume no responsibility for verbal instructions or interpretations.

Unless otherwise specified, all Bids shall be binding for ninety-(90) calendar days following the Bid opening date, unless extended by mutual consent of all parties.

All prices quoted shall be exclusive of any Federal or Maryland State Taxes. This includes Federal Excise Tax and any other Excise Tax applicable to any other equipment or accessories.

The right is hereby reserved to reject any or all bids, and to waive informalities, as the interest of the Board of County Commissioners of Calvert County may require. If the bidder to whom an award is made shall fail to execute the contract hereto attached, and as herein provided, the award may be annulled and the contract awarded to the second lowest responsible bidder, and such bidder shall fulfill every stipulation embraced herein, as if he were the original party to whom the award was made; or the Board of County Commissioners of Calvert County may reject all of the bids, as its interests may require.

Bidders must examine the specifications carefully, and should make a personal examination of the location and nature of the proposed work. In case doubt shall arise as to the meaning or intent of anything in the specifications, inquiry should be made to the Purchasing Office before the bid is submitted. The submission of a bid shall indicate that the bidder thoroughly understands the terms of the specifications.

The Purchasing Office will correct any errors in computations when the bids are canvassed.

Bidders shall execute the following forms and include them as part of their bid:

- (a) Proposal
- (b) Non-discrimination in Employment
- (c) Hold Harmless Agreement
- (d) Anti-Bribery Affirmation and Affidavit of Qualification to Bid

The results for this ITB will be posted on the County's web site at www.co.cal.md.us.

**REFUSE REMOVAL
CONTRACT- PURCH 2009-035**

PROPOSAL

TO THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY: The undersigned agrees to furnish all labor, material and equipment necessary for REFUSE REMOVAL services as specified, to the Board of County Commissioners of Calvert County in accordance with ATTACHED SPECIFICATIONS and other documents herein and at the following price(s):

	<u>TOTAL ANNUAL CHARGE</u>
1. County Facilities (Total of pages 2.1 and 2.2, but shall not include charges for #4, 24, and 36)	\$ _____
2. Fire and Rescue Facilities (Total from page 2.3)	\$ _____
TOTAL LUMP SUM BID (ADD 1 & 2 ABOVE)	\$ _____

Please verify the calculation of your math and be aware that in the event of errors in computation, unit price will be the determining factor for the total.

It is further agreed by the Undersigned that upon receipt of written advice of the acceptance of bid, the necessary contract will be executed with ten (10) days after such notice.

No bidder may withdraw his bid within 90 days after the opening thereof.

Bidding Firm: _____ Date: _____

Authorized Signature: _____

**COUNTY FACILITIES
REFUSE REMOVAL
BID PROPOSAL SHEET BY FACILITY**

(Pages 5.7 through 5.9 detail container size, number of pickups and months served)

FACILITY	MONTHLY CHARGE		ANNUAL TOTAL
1. North Beach Community Center	\$ _____	X 12	\$ _____
2. Northeast Community Center	\$ _____	X 12	\$ _____
3. Fairview Library/Center	\$ _____	X 12	\$ _____
4. Northern Sewerage Treatment Plant	On Call–To Be Priced Separately on Page 2.2		
5. Kings Landing Park Box 1	\$ _____	X 12	\$ _____
6. Kings Landing Park Box 2 (Pool Area)	\$ _____	X 5	\$ _____
7. Breezy Point Beach – 1 Box, 1 Time Weekly	\$ _____	X 4	\$ _____
8. Breezy Point Beach – 1 Box - 2 Times Weekly	\$ _____	X 8	\$ _____
9. Breezy Point Beach – 3 Boxes 2 Times Weekly	\$ _____	X 6	\$ _____
10. Marley Run – Weekly	\$ _____	X 9	\$ _____
11. Health Service Center	\$ _____	X 12	\$ _____
12. Calvert Pines Senior Center	\$ _____	X 12	\$ _____
13. Safe Harbor Abused Person’s Shelter	\$ _____	X 12	\$ _____
14. Courthouse	\$ _____	X 12	\$ _____
15. Courthouse Annex	\$ _____	X 12	\$ _____
16. County Services Plaza	\$ _____	X 12	\$ _____
17. Goldstein District Court/Multi-Service	\$ _____	X 12	\$ _____
18. Community Resources Building	\$ _____	X 12	\$ _____
19. Calvert House (Sheriff’s Offices)	\$ _____	X 12	\$ _____
20. Chesapeake Hills Golf Course	\$ _____	X 12	\$ _____
21. Detention Center 8 Yard	\$ _____	X 12	\$ _____
22. Detention Center 2 Yard	\$ _____	X 12	\$ _____
23. DWI/Treatment Center	\$ _____	X 12	\$ _____
24. Prince Frederick Sewerage Treatment Plant	On Call–To Be Priced Separately on Page 2.2		
25. Cypress Swamp	\$ _____	X 12	\$ _____
26. Prince Frederick Sewerage Treatment Plant II	\$ _____	X 12	\$ _____
27. Flag Pond – Weekly	\$ _____	X 5	\$ _____
28. Flag Pond – Twice Monthly	\$ _____	X 4	\$ _____
29. Flag Pond – Monthly	\$ _____	X 3	\$ _____
30. Southern Community Center	\$ _____	X 12	\$ _____

BIDDING FIRM: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

**COUNTY FACILITIES
REFUSE REMOVAL
BID PROPOSAL SHEET BY FACILITY (continued)**

FACILITY	MONTHLY CHARGE		ANNUAL TOTAL
31. Cove Point Pool	\$ _____	X 5	\$ _____
32. Calvert Marine Museum	\$ _____	X 12	\$ _____
33. Solomons Riverwalk – 2 Times Weekly	\$ _____	X 12	\$ _____
34. Solomons Boatramp – 2/Week	\$ _____	X 9	\$ _____
35. Solomons Boatramp – 1/Week	\$ _____	X 3	\$ _____
36. Solomons Sewerage Treatment Plant	On Call–To Be Priced Separately on Page 2.2		
37. Solomons Parking Lot	\$ _____	X 12	\$ _____
38. North Beach Senior Center	\$ _____	X 12	\$ _____
39. Courthouse Square	\$ _____	X 12	\$ _____
40. Mt. Hope Community Center	\$ _____	X 12	\$ _____
41. Waterman’s Wharf	\$ _____	X 12	\$ _____
42. Prince Frederick Library	\$ _____	X 12	\$ _____
43. Island Creek School	\$ _____	X 12	\$ _____
44. Calvert County Storage Facility	\$ _____	X 12	\$ _____
TOTAL ANNUAL CHARGE (from pages 2.1and 2.2			\$ _____

Please verify the calculation of your math and be aware that in the event of errors in computation, unit price will be the determining factor for the total.

On-call site pickup charges

- 4. Northern Sewerage Treatment Plant \$ _____ per pick up
- 24. Prince Frederick Sewerage Treatment Plant \$ _____ per pick up
- 36. Solomons Sewerage Treatment Plant \$ _____ per pick up

Bidding Firm Name: _____ Date: _____

Authorized Signature: _____

**FIRE AND RESCUE FACILITIES
REFUSE REMOVAL
BID PROPOSAL SHEET BY FACILITY**

(Page 5.10 and 5.11 details container size, number of pickups and months served)

FACILITY	MONTHLY CHARGE		ANNUAL TOTAL
1. North Beach Volunteer Fire Department Company No. 1	\$_____	X 12	\$_____
2. Prince Frederick Volunteer Fire Department Company No. 2	\$_____	X 12	\$_____
3. Solomons Rescue Squad & Fire Department Company No. 3	\$_____	X 12	\$_____
4. Solomons Rescue Squad & Fire Department Substation	\$_____	X 12	\$_____
5. Prince Frederick Volunteer Rescue Squad Company No. 4	\$_____	X 12	\$_____
6. Dunkirk Volunteer Fire Department Company No. 5	\$_____	X 12	\$_____
7. Huntingtown Volunteer Fire Department Company No. 6	\$_____	X 12	\$_____
8. St. Leonard Volunteer Fire Department Company No. 7	\$_____	X 12	\$_____
9. Calvert Advanced Life Support (CALS)	\$_____	X 12	\$_____
TOTAL ANNUAL CHARGE			\$_____

Please verify the calculation of your math and be aware that in the event of errors in computation, unit price will be the determining factor for the total.

Bidding Firm Name: _____ Date: _____

Authorized Signature: _____

BIDDING FIRM NAME: _____

ADDRESS: _____

SIGNATURE OF AGENT: _____ TITLE: _____

PRINTED NAME OF AGENT: _____

TELEPHONE NUMBER: _____ DATE: _____

E-MAIL ADDRESS: _____

FEDERAL IDENTIFICATION OR SOCIAL SECURITY #: _____

QUALIFICATION INFORMATION

Specify the number of years your firm has been in continuous business as a commercial refuse removal contractor: _____

Specify the number of full-time personnel you currently have in your employ: _____

Specify the number of commercial refuse hauling trucks your company owns: _____

Specify the number of commercial refuse containers your company owns: _____

REFERENCES

List three (3) commercial business or government references your firm is providing similar service. References must be companies served for longer than a one-year period.

1. Company: _____

Address: _____

Contact Person: _____

Telephone: _____

2. Company: _____

Address: _____

Contact Person: _____

Telephone: _____

3. Company: _____

Address: _____

Contact Person: _____

Telephone: _____

Bidding Firm Name: _____ Date: _____

Authorized Signature: _____

NON-DISCRIMINATION IN EMPLOYMENT

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contract, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The Contractor will include the provisions of the foregoing paragraphs 1, 2, and 3 above in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor.

Contractor's Signature _____

Printed Name of Contractor _____

Company Name, Address _____

Phone Number _____

Date _____

GENERAL TERMS AND CONDITIONS

BID FORMS AND AFFIDAVITS

All bids shall be submitted on the forms provided, properly signed in ink by a principal duly authorized to make contracts, and submitted in a sealed envelope.

The attached Affidavit of Qualification to Bid must be submitted with bids. Failure to comply shall be cause for rejection of bids.

ALTERNATE BIDS (SECTION DELETED)

BRAND NAME OR EQUAL ITEMS (SECTION DELETED)

FORMAL SOLICITATION

When a formal specification (no substitutes) is included or referred to in the solicitation, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

NEW GOODS, FRESH STOCK (SECTION DELETED)

DEVIATIONS TO SPECIFICATIONS

Any deviations from the specifications must be noted in detail by the bidder, in writing, and submitted with the formal bid. The Board of County Commissioners of Calvert County reserves the right to accept or reject any exception.

PROHIBITION AGAINST UNIFORM PRICING

Calvert County shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market transaction methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that the bidder has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bid of such bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor shall render the entire proceedings void and shall require re-advertising the bids.

AWARD OR REJECTION OF BIDS

The Board of County Commissioners of Calvert County shall award the contract to the lowest, responsive and responsible bidder that submits the response that, in the County's opinion, best serves the overall interest of the County and complies with all provisions of the Invitation to Bid provided the bid price is reasonable and it is in the best interest of the County to accept it. Calvert County reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Calvert County reserves the right to reject all bids and make purchases based on state, county, or municipal contracts that are established by a legal competitive process whenever it is in the best interest of the County to do so. The County also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who investigation shows is not in position to perform the contract.

In determining the "most responsive, responsible bidder", in addition to considering price, the Commissioners or the official authorized official to contract for the county shall consider:

1. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
4. The quality of performance of previous contracts or services;
5. The previous and current compliance by the bidder with laws and ordinances relating to the contract or service;
6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
7. Whether the bidder is in arrears to the county on any debt or contract, is in default on any surety to the county, or is delinquent as to any taxes or assessments; and
8. Any other information that may have a bearing on the decision to award the contract.

WARRANTIES (SECTION DELETED)

INDEMNIFICATION

Nothing contained in the contract shall be construed to constitute the Contractor an agent of the County Commissioners. The Contractor shall indemnify, keep and save harmless the County, its agents, officials and employees, against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs and expenses which may or otherwise accrue against the County in consequence of the granting of a contract or which may or otherwise result therefrom. If it shall be determined that the act was caused through negligence or omission of the Contractor or his employees, of the subcontractor or his employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

INSURANCE

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

1. Bodily Injury \$100,000 per person
 \$200,000 per occurrence
2. Property Damage \$200,000 per occurrence

Contractor shall also obtain and pay premium for the following insurance:

1. Workmen's Compensation Maryland Statutory Limit
2. Comprehensive General Liability in an amount not less than \$500,000 (combined personal injury and/or property damage) per occurrence subject to \$1,000,000 aggregate.

Prior to starting performance of the contract and for each extension of the contract, a certificate of insurance shall be furnished to the County. Certificates shall contain

provision for thirty (30) day prior written notice of cancellation or material change to the Board of County Commissioners, Purchasing Office. Insurance companies providing insurance must be acceptable to the County.

SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contractual duties to any other person, firm or corporation, without the previous written consent of Calvert County. If the Contractor desires to assign his right to payment of the contract, Contractor shall notify Calvert County immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his obligations, or change the terms of the contract.

TERMINATION OF CONTRACT

The County may terminate a contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving written notice to the successful proposer. The County shall pay all reasonable costs incurred by the successful proposer up to the date of termination. However, in no event shall the successful proposer be paid an amount which exceeds the price proposed for the work performed. The successful proposer will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

When the successful proposer has not performed or has unsatisfactorily performed the contract, the County may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a successful proposer to fulfill the contractual obligations shall be considered just cause for termination of the contract. The successful proposer will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the County in re-procuring and/or completing the work.

AVAILABILITY OF FUNDS

Multi-year contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Board of County Commissioners of Calvert County. In the event that the Board of County Commissioners of Calvert County does not grant necessary funding appropriation/program approval, then the affected multi-year contract becomes null and void effective July 1 of the fiscal year for which such approvals have been denied.

Calvert County reserves the right to terminate a contract immediately in the event THAT funds are no longer available or have been exhausted. If the County must terminate a contract, Calvert County will attempt to give written notice at least 30 days in advance of the effective date. The contractor will be paid for all labor and material provided as of termination date. No consideration will be given for anticipated loss of revenue or profit on the cancelled portion of the contract.

DELIVERY FAILURES (SECTION DELETED)

NON-LIABILITY

The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the County's opinion, is beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may at his discretion, cancel the contract.

DELIVERY AND POINT OF DESTINATION

All materials or supplies shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract.

Each bidder shall guarantee that he will deliver materials, equipment and/or perform services in accordance with the delivery schedule as outlined in the contract.

PAYMENT

Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Calvert County reserves the right to withhold any or all payments or portions thereof for Contractors failure to perform in accordance with the provisions of the contract or any modifications thereto.

DISCLOSURE OF CONTENTS OF PROPOSALS AND BIDS

Subject to the exception for confidential information noted below, after an award, all proposals shall be open to public inspection, and at and after bid opening, the contents of a bid and any document submitted with the bid shall be open to public inspection.

However, Calvert County shall deny inspection of any part of a proposal or bid that contains confidential commercial or financial information or other commercial information for which denial is required pursuant to the State Government Article Section 10-617

(Access to Public Records - Required Denials). IT WILL BE THE RESPONSIBILITY OF THE BIDDER, OFFEROR OR CONTRACTOR TO INVOKE THE PROTECTION OF THIS SECTION PRIOR TO OR UPON SUBMISSION OF THE DATA OR OTHER MATERIALS AND MUST IDENTIFY THE DATA OR OTHER MATERIALS TO BE PROTECTED AND STATE THE REASONS WHY PROTECTION IS NECESSARY. Otherwise, the County disclaims responsibility for disclosure of any such material in the public record.

If a contract is awarded to a bidder, offeror or contractor as a result of the submission of restricted information, the Calvert County Government shall have the right to duplicate, use or disclose the data to the extent consistent with the County Government's need in the procurement process.

A bidder, offeror or contractor agrees to indemnify, protect and save harmless the Calvert County Government, its officers, agents, and employees with respect to any claim, action, cost or judgment arising from exercising this disclosure restriction, including any reasonable attorney's fees and other costs incurred in defending the confidentiality of the material sought to be protected.

COOPERATIVE PURCHASES

1. Acceptance of this bid and submission of a proposal is an agreement to extend the same prices, terms, and conditions to other governmental agencies, and public or quasi-public agencies that receive government funds that require these commodities and/or services.
2. All purchase and payment transactions will be made directly between the vendor and the requesting entity. The Board of County Commissioners of Calvert County assumes no obligation on behalf of any other public entity.

ARITHMETICAL ERRORS

Any errors in computations will be corrected when the proposals are canvassed.

**REFUSE REMOVAL
CONTRACT- PURCH 2009-035**

SPECIFICATIONS

1. INTENT

It is the intent of this Invitation to Bid to establish a term contract with a qualified vendor to provide all labor, material, equipment and supervision necessary to provide refuse collection at County-maintained facilities throughout Calvert County.

2. SCOPE

Contractor shall provide containers and pickup of refuse in accordance with specifications. The contractor selected to perform the service will be required to comply with the following provisions or be responsible to see that each person employed by him performs the duties as specified to comply with these provisions:

- A. Provide refuse containers as specified by the County. See Pages 5.8, through 5.12 for sizes, locations and pickups covered by this contract. Refuse containers must be:
 - (1) Heavy duty constructed; Contractor to submit brochure identifying refuse container specifications with his proposal.
 - (2) Constructed with side doors for easy access for dumping of refuse by County's representatives.
 - (3) Waterproof and in good to excellent condition. It shall be the responsibility of the contractor to keep the refuse containers in acceptable condition. Unsightly or unacceptable containers are to be removed by the contractor and replaced with containers meeting these specifications.

The County reserves the right to add or delete service to the Contract, cost for such additions or deletions to be based on acceptable bid prices.

- B. Provide labor and equipment for removal of refuse from sites covered by this contract.
 - (1) All employees of the company must be carefully screened, appropriately licensed, trained, and supervised by the contractor. Scheduling, supervision and inspection of work will be done by the successful bidder.

- (2) The County may require the dismissal (or removal from service provided under this contract) of any employee who is incompetent, careless, insolent, abusive, or otherwise objectionable or whose continued employment is contrary to consistent good relations with the County.
- (3) Equipment must be in good mechanical condition and sufficient quantity to comply with provisions of specifications.
- (4) Dispose of refuse in accordance with all Federal, State and Local government regulations.
- (5) Where contractor has failed to perform on schedule and refuse has collected above capacity of refuse container, contractor will be responsible for providing labor and equipment to clean up any accumulated refuse around refuse container, or be assessed liquidated damages as provided in Section 21.
- (6) Where contractor's refuse container is not waterproof as required in Specifications, Section 2,A, (3), contractor will be responsible for providing labor and equipment to clean up the spillage, or be assessed liquidated damages as provided in Section 21.

3. CONTRACT PERIOD

- A. This is a requirements type fixed unit price contract for one [1] year commencing after approval and proper execution of the contract documents, with a renewal option for two [2] additional one [1] year periods, exercisable at the sole discretion of the County.
- B. In the event the County exercises its option to renew this contract beyond the initial one-year period, the prices for each renewal term shall be the price quoted for the initial contract plus the adjustment defined below.

4. PRICE ADJUSTMENT

- A. In order to protect the interest of the County and to give the vendor a reasonable basis for quoting, a price adjustment feature is hereby incorporated into the specifications and contract documents and shall be binding on the Contractor and the County.

- B. In submitting proposals, each contractor shall set forth the amount they will accept for the first year in payment for services and materials in accordance with the contract.
- C. Upon written request from the contractor, the County will consider a price increase for labor based upon the initial contract price. The County will negotiate this increase based upon the U.S. Department of Labor Consumer Price Index (CPI) for the Washington Metropolitan Area based upon a 12-month average over the prior year to become effective the following contract period. If the increase is approved, it shall not exceed three percent [3%].

5. PRICE

Prices must be submitted on a firm, fixed unit price basis for the initial contract period not subject to escalation. All pricing shall include all costs including, but not limited to, labor, material, equipment, supervision, overhead, travel, mileage, and vehicle fuel. If the County exercises the option to extend the contract for one or more years, price to increase as in paragraph 4.

6. AWARD

The County intends to award this bid to the most responsive, responsible bidder capable of providing the service to the satisfaction of the County within available funds. The Board of Calvert County Commissioners reserves the right to reject any or all proposals.

7. BIDDER QUALIFICATION

A firm that has been in the refuse removal business for five continuous years under the same ownership and can show proof to Calvert County through inventory, payroll and references that they can perform the work in accordance with these specifications.

8. PAYMENT TERMS

The successful bidder will be issued purchase orders for work to be performed upon notification by the various Contract Managers or their duly authorized representative(s) as per pages 5.3 and 5.4. Payment will be made after satisfactory completion of service and submittal of invoice(s) that include:

- a. Purchase Order Number;
- b. Job name;
- c. Payment Terms;
- d. Remit to Address.

"Satisfactory completion" includes final approval by the Contract Manager(s) or their duly-authorized representative. Invoices will be submitted to the respective department/division as per the purchase order.

Services/supplies **shall not begin** until receipt of the purchase order or other notification by the County Purchasing Agent or the appropriate Contract Manager to proceed.

9. NOTICE TO BIDDERS

Each bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.

10. ADMINISTRATION OF CONTRACT

The County's representatives for contract include, but may not be limited to:

- A. Gregg Tolley
Custodial Supervisor
Buildings & Grounds Division
Telephone: 410-535-1600/301-855-1243, extension 2300.
- B. Ray Dove
Building Engineer
Detention Center
Telephone: 410-535-1600/301-855-1243, extension 8915
- C. Kenny Heard
Physical Plant Supervisor
Marine Museum
Telephone: 410-326-2042, extension 22
- D. Walter McKain
Park Supervisor
Parks & Recreation Division
Telephone: 410-535-1600/301-855-1243, extension 2228
- E. Water & Sewer Division
Various contacts, therefore contact main office at
410-535-1600, extension 2329

- F. Dwight Williams
Division Chief
Natural Resources Division
Telephone: 410-535-5327
- G. Mona Marsico
Office Specialist II
Fire/Rescue/EMS Division
Telephone: 410-535-1600, extension 2368

11. TERMINATION FOR CONVENIENCE

If the County elects to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date. The Contractor will be paid for all labor and material provided as of termination date. No consideration will be given for anticipated loss of revenue on the canceled portion of the contract.

12. INTERRUPTED SERVICE

After an interruption caused by severe inclement weather or other disaster, the contractor must be prepared to complete the work without unnecessary delays.

13. INSPECTION OF SERVICES:

- A. Definition - "Service", as used in this clause, includes services performed, workmanship, and equipment furnished or utilized in the performance of services.
- B. The contractor shall provide and maintain an inspection system acceptable to the County covering the services under this contract. Complete records of all inspection work performed by the contractor shall be maintained and made available to the County during contract performance and for as long afterward as the contract requires.
- C. The County has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The County shall perform inspections and tests in a manner that will not unduly delay the work.
- D. If any of the services do not conform with contract requirements, the County may require the contractor to perform the service again in conformity with contract requirements, at no increase in contract amount.

When the defects in services cannot be corrected by re-performance, the County may (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

- E. If the contractor fails to promptly perform the services again or to take the necessary action to ensure future performances in conformity with contract requirements, the County may (1) by contract or otherwise, perform the services and charge to the contractor any cost incurred by the County that is directly related to the performance of such service, or (2) terminate the contract for default.

14. SAFETY MEASURES

Contractor shall take all necessary precautions and safeguards for the safety of employees, the public and property, both public and private.

15. PERFORMANCE

All work performed shall be of high quality in accordance with good practices, procedures and industry standards. The contractor must conform to all Federal, State and Local laws and governmental regulations.

16. RESPONSIBILITY OF CONTRACTOR

At his own expense, the contractor shall:

- A. Obtain all necessary licenses and permits.
- B. Provide competent superintendency.
- C. Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of his fault or negligence.
- D. Perform the work without unnecessarily interfering with County activities.

17. CONTRACTOR'S LIABILITY

Contractor shall be held liable for any damages that occur as a result of his fault or negligence, and the County shall be held harmless in such occurrences.

18. CONTRACTOR DELINQUENCY

The County may deduct for contractor delinquency as liquidated damages the following amounts from the monies due the contractor when the contractor fails to perform service as provided in these specifications.

- A. Liquidated damages will be assessed:
 - (1) At contractor's bid price for collection; or
 - (2) At the County's cost to perform service that is responsibility of contractor, which ever is greater.
- B. Contractor will invoice at established rate, and the County will deduct for non-performance hours. The County will notify vendor in writing of its intention to deduct for non-performance hours as they occur. At the end of each month or billing period, the County will subtract cumulative deductions from the invoiced amount.

19. REPORTING ACCESS PROBLEMS

The County will be responsible for providing suitable locations, with concrete or asphalt pad, for refuse container placement with safe ingress and egress. Exceptions to the concrete or asphalt pads occur at park locations such as Marley Run and Breezy Point. The contractor will report any access problems to the Department of General Services immediately for corrective action. If contractor fails to provide service on schedule upon proven access failure on part of County, liquidated damages will not be assessed.

LOCATIONS, SIZES & PICKUPS

LOCATION		CONTAINER SIZE [C.Y.]	NUMBER OF PICKUPS	MONTHS SERVED
1	North Beach Community Center 4th & Dayton Avenue North Beach, Md.	4	1/week	12
2	Northeast Community Center 4095 Gordon Stinnett Avenue (Rte.261) Chesapeake Beach, Md.	6	2/week	12
3	Fairview Library/Center 8120 Southern Maryland Blvd.,S.(Rte.4) Owings, Md.	4	1/week	12
4	Northern Sewerage Treatment Plant Northern High/Middle Schools Chaneyville Road Chaneyville, Md.	2	On-Call	12
5	Kings Landing Park Box 1	6	1/week	12
6	Kings Landing Park Box 2 (Pool Area) End of Kings Landing Road Huntingtown, Md. Remove 2nd refuse container at end of September	6	1/week	5 – May thru Sept.
7	Breezy Point Beach – 1 Box	8	1/week	4 – Dec. thru March
8	Breezy Point Beach – 1 Box	8	2/week	8 – April thru Nov.
9	Breezy Point Beach-3 additional boxes [additional boxes to be removed November 1]	8	2/week	6 - May thru Oct.
10	Marley Run Park 1455 Marifield Lane Huntingtown, Md.	8	1/week	9 – March thru Nov.
11	Calvert Health Services Center 975 So. Md. Blvd.,N.(Rte 4) Prince Frederick, Md.	8	2/week	12
12	Calvert Pines Senior Center 450 West Dares Beach Road Prince Frederick, Md.	6	2/week	12
13	Safe Harbor Abused Person's Shelter 50 Armory Road Prince Frederick, Md.	4	1/week	12
14	Courthouse 175 Main Street (Route 765) Prince Frederick, Md.	8	3/week	12
15	Courthouse Annex 176 Main Street Prince Frederick, Md.	6	1/week	12

	LOCATION	CONTAINER SIZE [C.Y.]	NUMBER OF PICKUPS	MONTHS SERVED
16	County Services Plaza 150 Main Street Prince Frederick, Md.	6	2/week	12
17	Louis L. Goldstein District Court/Multi-Service Center 200 Duke Street Prince Frederick, Md.	8	2/week	12
18	Community Resources Building 30 Duke Street Prince Frederick, MD	4	1/week	12
19	Calvert House [Sheriff's Office] 30 Church Street Prince Frederick, Md.	6	2/week	12
20	Chesapeake Hills Golf Course 11218 Rawhide Road Lusby, Md.	8	1/week	12
21	Calvert County Detention Center	8	3/week	12
22	350 Stafford Road Prince Frederick, Md.	2	3/week	12
23	DWI/Treatment Facility Same address as above	6	1/week	12
24	Prince Frederick Sewerage Treatment Plant End of Sugar Notch Road Barstow, Md.	4	On-Call	12
25	Cypress Swamp Nature Center Grays & Sixes Road Prince Frederick, Md.	4	1/week	12
26	Prince Frederick Wastewater Treatment Plant II 1000 Tobacco Ridge Road Prince Frederick, Md.	2	1/Week	12
27	Flag Pond Nature Park	6	1/week	5 – May thru Sept.
28	Flag Pond Drive		2/month	4 – Oct., Nov., March & April
29	St. Leonard, Md.		1/month	3 – Dec., Jan., Feb.
30	Southern Community Center 20 Appeal Lane Lusby, Md.	6	2/week	12
31	Cove Point Pool 750 Cove Point Road Lusby, Md. Remove refuse container at end of September for winter season	8	1/week	5 – May thru Sept.

	LOCATION	CONTAINER SIZE [C.Y.]	NUMBER OF PICKUPS	MONTHS SERVED
32	Calvert Marine Museum (Box located on Lore Road) Solomons, Md.	8	3/week	12
33	Solomons Riverwalk [Next to Solomons Pier] Solomons, Md.	8	3/week	12
34 35	Solomons Boatramp [2 boxes] 5/S Johnson Bridge Solomons, Md.	8	2/week 1/week	9 – March thru Nov. 3 - Dec. thru Feb.
36	Solomons Sewerage Treatment Plant Headworks (by bridge in fenced area) Solomons, Md.	4	On-Call	12
37	Solomons Parking Lot [Our Lady Star of the Sea] Solomons, Md.	6	1/week	12
38	North Beach Senior Center 9010 Chesapeake Avenue North Beach, Md.	6	2/week	12
39	Courthouse Square 205 Main Street Prince Frederick, Md.	6	1/week	12
40	Mt. Hope Community Center 104 Pushaw Station Road Sunderland, Md.	6	1week	12
41	Waterman's Wharf Williams Street Solomons, Md.	4	1/week	12
42	Prince Frederick Library 850 Costley Way (off of Stoakley Rd.) Prince Frederick, Md.	4	2/week	12
43	Island Creek School 5005 Broomes Island Road Port Republic, Md. 20676	4	1/week	12
44	Calvert County Storage Facility 3205 Broomes Island Road Port Republic Md. 20676	4	1/week	12

**LOCATIONS, SIZES, & PICKUPS
FOR FIRE AND RESCUE**

LOCATION	CONTAINER SIZE (C.Y.)	NUMBER OF PICKUPS	MONTHS SERVED
North Beach Volunteer Fire Dept. Company No. 1 8536 Bayside Road Chesapeake Beach, MD	8	1/week	12
Prince Frederick Volunteer Fire Dept. Company No. 2 450 Solomons Island Road Prince Frederick, MD	8	1/week	12
Solomons Rescue Squad & Fire Dept. Company No. 3 13150 H. G. Truman Road Solomons, MD	8	1/week	12
Solomons Rescue Squad & Fire Dept. Substation 11430 Little Cove Point Road Lusby, MD	6	1/week	12
Prince Frederick Vol. Rescue Squad Company No. 4 755 Solomons Island Road Prince Frederick, MD	8	1/week	12
Dunkirk Volunteer Fire Department Company No. 5 3170 West Ward Road Dunkirk, MD	8	2/week	12
Huntingtown Volunteer Fire Dept. Company No. 6 4030 Old Town Road Huntingtown, MD	8	1/week	12

**LOCATIONS, SIZES, & PICKUPS
FOR FIRE AND RESCUE (continued)**

LOCATION	CONTAINER SIZE (C.Y.)	NUMBER OF PICKUPS	MONTHS SERVED
St. Leonard Volunteer Fire Dept. Company No. 7 200 Calvert Beach Road St. Leonard, MD	8	1/week	12
Calvert Advanced Life Support (CALS) 60 Industry Lane Prince Frederick, MD	6	1/week	12

HOLD HARMLESS AGREEMENT

The Contractor, _____, hereby agrees to indemnify and hold harmless and defend the County, its officials, agents, servants and employees from the payment of any sum or sums of money to any person whomsoever, on account of all claims, actions, or suits growing out of injuries to persons, including death, or property damage caused by the Contractor, his employees, agents or subcontractors or in any way attributable to the performance and prosecution of the work herein contracted for including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and supplies, injuries to persons, including death, or damage to property, claims, suits, costs, attorneys' fees, costs of investigation and of defense.

It is the intention of this paragraph to hold the Contractor, responsible for the payment of any and all claims, suits or liens, or any nature and character, in any way attributable to or asserted against the County and/or its officials, agents, servants, or employees as a result of the performance of this contract or asserted against both the County and the Contractor.

In addition to holding the County of Calvert harmless, the Contractor will provide the defense for the County of Calvert, its officials, agents, servants, and/or employees, and will pay the costs of that defense, subject to the approval of the County.

If the claim or action or suit brought charges the joining negligence of the County and the Contractor or that the County is liable because of the action of the Contractor for a failure to oversee and/or supervise the Contractor, the Contractor will hold the County, its officials, agents, servants and/or employees harmless and undertake to provide the County, its officials, agents, servants and/or employees a defense.

CONTRACTOR:

Signature

Title

Date

ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

1. I am the _____ and the authorized representative of the firm
Title

of _____
Name of Corporation

whose address is _____

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, to the best of my knowledge, the above firm, nor any of its officers, Administrators, or partners, nor 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 has been convicted of, or has pleaded nolo contendere to a charge of, or has during the course of an 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 the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported).

3. State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; the 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 to Calvert County and, where appropriate, to the Board of Public Works and to the Attorney General pursuant to Sections 16-201, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, Calvert County may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Sections 16-201, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland, which provide that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

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

SIGNATURE

DATE _____

AGREEMENT

This Agreement made this ____ day of _____ in the year _____, by and between

hereinafter called the Contractor, and the Board of County Commissioners of Calvert County.

WHEREAS, the contract for _____

subject to the following documents which form the contract and are as fully a part of the contract as if thereto attached or hereinafter repeated and are termed the contract documents:

NOTICE TO BIDDERS

PROPOSAL

NON-DISCRIMINATION IN EMPLOYMENT

GENERAL CONDITIONS OF BID AND CONTRACT

SPECIFICATIONS

HOLD HARMLESS AGREEMENT

ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID AGREEMENT
AGREEMENT

AND WHEREAS, the contract has recently been awarded to the Contractor by the Board of County Commissioners of Calvert County at and for a sum equal to the aggregate cost of the materials, supplies and services done or furnished, at the prices and rates respectively named therefore in the proposal attached hereto;

AND WHEREAS, it was one of the conditions of said award that a formal contract should be executed by and between the Contractor and the Board of County Commissioners of Calvert County evidencing the terms of said award;

NOW THEREFORE, THIS CONTRACT WITNESSETH, that the Contractor does hereby covenant and agree with the Board of County Commissioners of Calvert County that he will well and faithfully provide said materials, supplies and services as set forth in the Contract Documents in accordance with each and every one of the conditions, covenants, stipulations terms, and provisions contained in said contract documents at the prices and rates respectively named therefore in the proposal attached hereto, and will well and faithfully comply with and perform each and every obligation imposed upon him by said contract documents, or the terms of said award;

And the Board of County Commissioners of Calvert County does hereby covenant and agree with the Contractor that it will pay to the Contractor when due and payable under the terms of said contract documents and of said award, the above mentioned sum; and it will well and faithfully comply with and perform each and every obligation imposed upon it by said contract documents, or the terms of said award.

IN WITNESS WHEREOF, said _____

_____ and the Board of County Commissioners of Calvert County has caused these presents to be signed by their respective responsible officers.

CONTRACTOR NAME _____

AUTHORIZED CONTRACT
REPRESENTATIVE _____ (SEAL)

SIGNATURE

TITLE

WITNESS _____

BOARD OF COUNTY COMMISSIONERS
OF CALVERT COUNTY _____ (SEAL)

WITNESS _____

APPROVED FOR LEGAL
SUFFICIENCY ON _____

BY:

COUNTY ATTORNEY