

**THE TOWN OF GLEN ECHO**

**REQUEST FOR BIDS  
FOR SNOW REMOVAL AND WINTER  
MAINTENANCE**

**Issued: July 27, 2022  
Due: August 31, 2022**

**PROPOSALS MUST BE EMAILED TO  
[townhall@glenecho.org](mailto:townhall@glenecho.org)**

**6106 Harvard Avenue  
P.O. Box 598  
Glen Echo, Maryland 20812  
Attn: Town Manager Elizabeth Stickler**

**NO LATER THAN**

**12 p.m. on Wednesday August 31, 2022**

**RFP# 2022-5**

**TOWN OF GLEN ECHO, MARYLAND**  
**REQUEST FOR BIDS – SNOW REMOVAL AND WINTER MAINTENANCE**

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## **I. INTRODUCTION**

### **A. GENERAL INFORMATION**

1. The Town of Glen Echo, a municipality in the state of Maryland, is requesting proposals from qualified firms to provide snow removal and winter maintenance. We need a quote for:

Type of equipment and pricing, minimum hours  
Salt/sand bin refilling in fall and emptying in spring  
Whether your firm offers brining.

The firm will coordinate with the Mayor and Town Manager for each event. The snow is to be pushed to clear the streets but not physically removed from Glen Echo.

2. **Inquiries.** Any inquiries concerning the Request for Bids should be addressed to Elizabeth Stickler, Town Manager. **Telephone number 301-320-4041.** Email address: [townhall@glenecho.org](mailto:townhall@glenecho.org). Should any amendment to the Bid Request Documents be necessary, copies of any amendments will be forwarded to all firms who have received bid package. The Town may distribute copies of this Request for Proposals to firms who have requested copies and to other firms. Distribution to such firms does not imply pre-qualification of such firms.

3. **Number and Form of Submissions.** Bids must be received in an electronic pdf copy by the Town of Glen Echo, 6106 Harvard Avenue, Glen Echo, Maryland 20812 by 12:00 p.m. on **Wednesday August 31, 2022.** The electronic pdf copy must be provided to the Town at [townhall@glenecho.org](mailto:townhall@glenecho.org). Glen Echo reserves the right to reject any or all proposals submitted.

4. **Further Clarifications.** During the evaluation process, the Town reserves the right to request additional information or clarifications from bidders, or to allow correction of errors or omissions. At the discretion of the Town, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

5. **Retention of Bids.** The Town reserves the right to retain all bids submitted and to use any ideas in a bid regardless of whether that bid is selected.

6. **Submission of a bid** indicates acceptance by the firm of the conditions contained in this *Request for Bid*. The Request for Bids and the selected firm's bid will be incorporated into the engagement agreement.

7. **Contract Award.** The Contract will be awarded by the Mayor and Council. The award will be made to the qualified bidder who, in the determination of the Town officials, is the lowest responsible bidder, that best meets the needs of the Town.

8. **Engagement letter.** Following the contract award, an engagement agreement between the parties will be executed promptly in the form attached hereto.

9. **Time Frame.** The contract is for the winter of 2022-2023.

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**REQUEST FOR BIDS – SNOW REMOVAL AND WINTER MAINTENANCE**

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**10. SUBCONTRACTING**

Firms which intend to subcontract portions of the engagement must disclose that fact, and the name of the proposed subcontracting firms, in their proposal. Following the award of the paving contract, no additional subcontracting will be allowed without the express prior written consent of the Town.

**II. NATURE OF THE SERVICES REQUESTED**

**A. GENERAL**

The Town is soliciting the services of qualified firms for winter maintenance/snow removal. The successful bidder would be engaged for this service. The work is to be performed in accordance with the provisions contained in this Request for Bids 2022-5.

**B. SCOPE OF WORK TO BE PERFORMED: See Below.**

**C. BID PROPOSAL SUBMISSION INFORMATION REQUIRED**

Each bidder shall include the following information in their bid proposal:

- A transmittal letter introducing you or your firm and general approach to this work.
- Cost information, including rates and any additional expenses for undertaking this work.
- The qualifications of your company to perform the scope of work, including any equipment that would be used.
- Proof of liability insurance.
- The name(s) of the designated project manager(s).
- Two references with contact information.
- Proof of registration to do business in Maryland (Md. Code, Corps. Art. Sec. 7-201).
- Submission of non-collusion, non-conviction, and non-suspension/disbarment affidavits (Md. Code, State Finance and Procurement Art. Sec. 16-311(a) and (b)).

**D. BACKGROUND**

The municipality of the Town of Glen Echo is located in Montgomery County, has a population of approximately 273 residents and is comprised of 100 households (2010 Census).

**TERMS AND CONDITIONS**

**1. Governing Law**

Any contract awarded pursuant to this RFB shall be construed in accordance with the laws and regulations of the State of Maryland, and the Town. The Contractor must, without additional cost to the Town, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving such contract, exclusive venue and jurisdiction shall be in the Circuit Court for Montgomery County, Maryland, or in the District Court of Maryland for Montgomery County.

2. All work shall be performed in accordance with a schedule approved by the Town. Work on any area or phase of the project shall not commence prior to approval by the Town and

**TOWN OF GLEN ECHO, MARYLAND  
REQUEST FOR BIDS – SNOW REMOVAL AND WINTER MAINTENANCE**

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issuance of written notice to proceed.

**III. PROPOSAL COST AND RESOURCES**

**1. Personnel:**

Please identify the employee who will be in charge of the project:

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**2. Experience. State briefly your firm's previous experience.**

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**Name of Firm** \_\_\_\_\_

**Address** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**Telephone** \_\_\_\_\_

**Authorized Signature** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

**3. References. List firm's references we may contact.**

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**TOWN OF GLEN ECHO, MARYLAND  
REQUEST FOR BIDS – SNOW REMOVAL AND WINTER MAINTENANCE**

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Submit to: Town of Glen Echo, 6106 Harvard Avenue, Glen Echo, MD 20812 . Attn.: Elizabeth Stickler, Town Manager

**PROFESSIONAL SERVICES CONTRACT**

THIS PROFESSIONAL SERVICES CONTRACT (this "Contract"), is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Town of Glen Echo, a municipal corporation organized and existing under the Laws of Maryland, hereinafter referred to as the "Town," and \_\_\_\_\_, hereinafter referred to as the "Contractor," having an address at \_\_\_\_\_.

WITNESSETH:

WHEREAS, the Town desires to retain Contractor to provide professional services more particularly described in Exhibit 1 attached hereto and Contractor desires to perform said services.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. SCOPE OF SERVICES. The Contractor agrees to supply services described and be bound by the terms and conditions set forth in scope of work attached hereto and made a part hereof and identified as Exhibit 1 (the "Scope of Work"), provided, however, that in the event any terms or conditions of the Scope of Work conflict with this Contract, the terms and conditions of this Contract shall prevail. Contractor shall perform the services described in this Contract in a timely, diligent, and professional manner in accordance with recognized standards of the applicable industry or profession.

2. COMPENSATION. The Contractor shall be paid in accordance with the Scope of Work based on time spent and billed in accordance with and subject to the limitations set forth in the Scope of Work. Payment shall be made within thirty (30) days of receipt of an invoice, unless a longer period is provided in the Scope of Work. Invoices shall include a complete description of the services rendered by the Contractor, the dates services were rendered, and the time spent on the services rendered.

3. DURATION. This Contract shall be in effect from the \_\_\_\_ day of \_\_\_\_\_, 2022, through and including the 30<sup>th</sup> day of June, 2023, unless extended or terminated as provided for herein. Upon written notice to the Contractor prior to the termination of this Contract, this Contract may be extended by the Town for up to four (4) additional terms of one (1) year each.

4. TIME FOR PERFORMANCE. The work shall be completed by the deadlines set forth in the Scope of Work. The Contractor acknowledges that time is of the essence in providing the services under this Contract.

5. INDEPENDENT CONTRACTOR. The Contractor shall perform this Contract as an independent contractor and shall not be considered an agent of the Town, nor shall any of the Contractor's employees or agents be subagents of the Town.

6. SUBCONTRACTING. None of the services covered by this Contract shall be subcontracted without the prior written consent of the Town. Any request for consent to subcontract

any portion of the services shall include: 1) a description of the services to be subcontracted; 2) all subcontractor names, addresses and telephone numbers; and 3) the qualifications of the subcontractor.

7. **RECORDS AND DOCUMENTS.** The Contractor agrees that the work and records covered by this Contract will be subject to review, at all times, by representatives of the Town. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, letters and reports prepared by the Contractor or its permitted subcontractors shall become the property of the Town.

8. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract the Contractor agrees that it will comply with all applicable federal, state, and local laws relating to discrimination in employment and will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, or other protected class.

9. **INDEMNIFICATION OF THE TOWN.** The Contractor shall indemnify and save harmless the Town, its representatives, agents, and employees, from all suits, actions, liability, damages, expenses (including, but not limited to court costs and attorneys' fees), and demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent or intentional act or omission, breach or failure to perform, of the Contractor, or the Contractor's, employees, servants, agents, or permitted subcontractors. So much of the monies due or to be become due to the Contractor under the Contract shall be retained by the Town in such amount as may be considered necessary by the Town until such suits or claims for damages have been settled or otherwise disposed of and satisfactory evidence to that effect has been furnished to the Town.

10. **DAMAGE TO PROPERTY.** The Contractor shall be responsible for any damage to public and private property caused by the Contractor, its subcontractors, servants, agents or employees in the course of the performance of this Contract and shall replace or restore to its original condition any such damaged property at no cost to the occupant, owner, or the Town.

11. **TERMINATION FOR CONVENIENCE.** The Town may terminate this Contract for convenience by giving written notice to the Contractor of such termination and specifying the effective date thereof. If the Contract is terminated by the Town as provided in this section, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

12. **SUCCESSORS AND ASSIGNS.** This Contract shall be binding and inure to the benefit of all successors and permitted assigns of the parties hereto. Notwithstanding the foregoing, the Contractor shall not assign or transfer any interest in this Contract without the prior written approval of the Town which may be withheld in the Town's sole and absolute discretion.

13. **CONFLICTS OF INTEREST.** The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or

degree with the performance or services required to be performed under this Contract. The Contractor further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

#### 14. INSURANCE.

(a) The Contractor, within five (5) days following the execution of this Contract and prior to commencement of any work, shall furnish to the Town proof of insurance of at least the kinds and minimum amounts set forth below. The following policies must be maintained at the expense of the Contractor during the entire performance period of this Contract or any renewal or extension thereof. The policies shall provide at least 30 days' prior notice of cancellation to the Town.

(1) WORKERS' COMPENSATION covering all operations in the State of Maryland for the proper hazard classifications (which shall be specifically listed on the certificate of insurance) for the anticipated work with limits as established by statute; and

(2) COMPREHENSIVE LIABILITY INSURANCE: (i) Bodily Injury for each occurrence \$2,000,000/\$3,000,000 aggregate; (ii) Property Damage for each occurrence \$1,000,000/\$2,000,000 aggregate; (iii) Professional Liability Coverage \$1,000,000/\$2,000,000 aggregate; and (iv) Automobile Combined Coverage - fleet operations for each occurrence \$2,000,000/\$3,000,000 aggregate.

(b) The Contractor shall also furnish to the Town a Certificate of Insurance in like amounts for any approved subcontractor prior to commencement of performance of such subcontractor's personnel or entry of equipment in the Town.

(c) All accidents resulting in injury to or death of persons or damage to property of others arising out of the performance or suits instigated against the Contractor and/or the Town arising out of such accidents shall be reported promptly to the Town Manager or other official designated by the Town Council.

15. AUTHORITY OF THE TOWN MANAGER IN DISPUTES. Any dispute concerning a question of fact arising under this Contract shall be decided by the Town Manager who shall notify the Contractor in writing of his determination. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under this Contract. The decision of the Town Manager shall be final and conclusive unless an appeal is filed with the Town Council.

16. ERRORS. The Contractor shall take no advantage of any error or omission in the specifications. This Contract shall not be construed against either party by virtue of the fact that such party or its agent authored all or any part hereof.

17. GOVERNING LAW. This Contract is executed in the State of Maryland and shall be governed by Maryland law. The Contractor, by execution of this Contract, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this Contract and further consents to venue in Montgomery County, Maryland.



18. NOTICES. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last address known. All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid to the following:

TO TOWN: Town of Glen Echo  
Attn: Elizabeth Stickler, Town Manager  
6106 Harvard Avenue  
Glen Echo, MD 20812

TO CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19. ENTIRE CONTRACT. This Contract, including the exhibits attached hereto, constitutes the entire Contract between the Town and the Contractor, and the parties shall not be bound by any prior negotiations, representations or promises, not contained herein. This Contract may be modified only by written instrument signed by both parties hereto.

20. SEVERABILITY: If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

21. NO WAIVER OF RIGHT: The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

22. ENFORCEMENT. If, at any time, the Contractor is in default of any of its obligations under this Contract, the Town shall be entitled to all expenses, including court costs and reasonable attorneys' fees, incurred in securing the performance of any obligations under this Contract and/or in prosecuting a claim for damages arising from the Contractor's default.

IN WITNESS WHEREOF, the Town and the Contractor have executed this Contract as of the date first written above.

\_\_\_\_\_

TOWN OF GLEN ECHO

By: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Dia Costello, Mayor

## Exhibit 1

### Scope of work:

Winter maintenance for the Town of Glen Echo, including filling/emptying salt bins, treating roads, salting, plowing, and brining if firm is able to provide this service.

All work to be coordinated with the Mayor and Town Manager. Lower Yale Avenue is the sledding hill and may be exempted from plowing / treating in a snow event.

See attached map for location information.

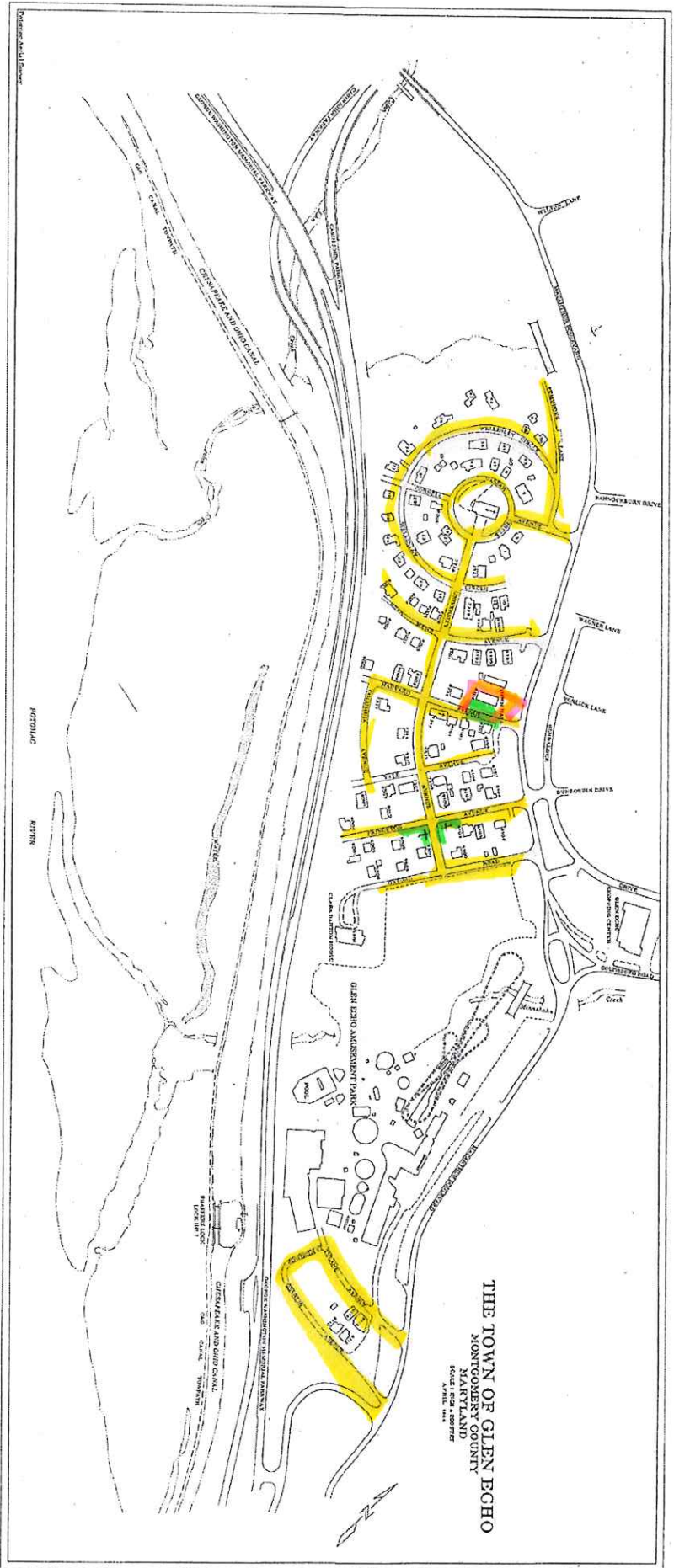
PLOWING / TREATING /SALTING PUBLIC STREETS AND TOWN HALL  
PARKING LOT

SALTING/SHOVELING TOWN HALL/POST OFFICE WALKWAYS AND  
SIDEWALK  
SALTING/SHOVELING SIDEWALK AT PARKS AT PRINCETON AND  
UNIVERSITY

SALT BIN FILLING AND PLACING (2) IN FALL  
SALT BIN EMPTYING (2) IN SPRING

#### IF APPLICABLE:

BRINING PUBLIC ROADS  
BRINING TOWN HALL LOT  
BRINING SIDEWALKS ALONG TOWN HALL, AND ALONG BOTH PARKS AT  
PRINCETON AND UNIVERSITY



- Sweets
- Parking Lot - Town Hall
- Brine Treatment
- Shortling Sidewalks

2 Park area at  
 corner of  
 Princeton &  
 University )

**Notice to exempt organizations holding  
previously-issued exemption certificates**

The Maryland Revenue Administration Division is re-issuing sales tax exemption certificates to all organizations which continue to qualify. Your organization's new certificate is attached and is valid effective immediately. Previously issued exemption certificates become invalid on October 1, 1997. Vendors are required to charge tax on sales made on or after October 1, 1997, to any organization which does not present a new certificate at the time of sale.

If your organization deals regularly with certain vendors, we suggest that you contact them before October 1, 1997, so that they can verify that your organization has been issued a new certificate.

The re-issuance of these certificates does not change current procedures for claiming resale exclusions by exempt organizations engaged in purchasing tangible personal property for sale. The sales and use tax registration numbers of licensed vendors have not been changed and the validity of blanket resale certificates bearing these numbers is unaffected.

Additional copies of the exemption certificate may be obtained by organizations with more than one location or chapter, or for other demonstrated cause, by contacting the Legal Section by mail at Revenue Administration Center, Annapolis, Maryland 21411-0001.

State of Maryland  
Comptroller of the Treasury  
Revenue Administration Division  
301 W. Preston Street  
Baltimore, Maryland 21201-2283

The attached card is your new exemption certificate which is valid upon receipt. Effective October 1, 1997, exemption certificates issued to governmental entities no longer have an expiration date, thus eliminating the need to renew the certificate. Please read the enclosed Tax Tip and the

State of Maryland Comptroller of the Treasury  
Sales and Use Tax Exemption Certificate

Account Number	30041983	DUPLICATE	Expiration Date
Name			Governmental
			No Expiration Date

THE TOWN OF GLEN ECHO  
6106 HARVARD AVENUE  
GLEN ECHO, MD 20812

**C. Bid Sheet**

List Pricing for each item specified below:

EQUIPMENT RATE

MINIMUM HOURS TO BE CHARGED:

SHOVELING TOWN HALL/POST OFFICE PATHWAYS AND SIDEWALK:  
SHOVELING SIDEWALK AT PARKS AT PRINCETON AND UNIVERSITY:

SALT BIN FILLING (2) IN FALL:  
SALT BIN EMPTYING (2) IN SPRING:

IF APPLICABLE:  
BRINING PUBLIC ROADS  
BRINING TOWN HALL LOT  
BRINING SIDEWALKS ALONG TOWN HALL, AND ALONG BOTH PARKS AT  
PRINCETON AND UNIVERSITY

Additional services and costs: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(attach additional sheets as necessary)

Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
(Print Name, Title)

Date: \_

### D. Non-Collusion Affidavit

I hereby affirm that:

I am the \_\_\_\_\_ (title) and duly authorized representative of the firm 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. I further affirm:

1. I am fully informed respecting the preparation and contents of the attached bid or and all of the pertinent circumstances respecting such bid:

2. Such bid is genuine and is not a collusive or sham bid:

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interests, including this affidavit, has in 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, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **Town of Glen Echo** or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted 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.

Name of Firm: \_\_\_\_\_

Signature and Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

## E. Affidavit of Non-Conviction

I hereby affirm that:

I am the \_\_\_\_\_ (title) and duly authorized representative of \_\_\_\_\_ (name of business entity) 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. I further affirm:

1. Except as described in paragraph 2 below, neither I nor the above business entity, nor to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the State, including any bi-county or multi-county entity) has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any crime set forth in the Maryland Code, State Finance and Procurement Article, Sections 16-202 and 16-203, as amended, including but not limited to (1) bribery, attempted bribery, or conspiracy to bribe; (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; (4) a criminal violation of an anti-trust statute; (5) a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract; (6) a violation of State Finance and Procurement Article of the Maryland Code; or (7) conspiracy to commit any of the foregoing;

B. pled *nolo contendere* to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph;

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph;

2. State "none" or, as appropriate, list on a separate sheet 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. \_\_\_\_\_.

3. I further affirm that neither I nor the above business entity shall knowingly enter into such a contract with the **Town of Glen Echo** under which a person or business

debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property or construction.

I acknowledge that this affidavit is given pursuant to Maryland Code, State Finance and Procurement Article, Section 16-311. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the **Town of Glen Echo** may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article, as amended, 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 of Glen Echo**.

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

Name of Business Entity: \_\_\_\_\_

Signature and Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_