

**ST. LEONARD VOLUNTEER FIRE & RESCUE  
COMPANY 7**

**MOWING SERVICES  
200 CALVERT BEACH ROAD  
ST. LEONARD, MARYLAND**

**REQUEST FOR QUOTE**

The St. Leonard Volunteer Fire & Rescue, Company 7, noted hereinafter as SLVFD, is soliciting written quotes from qualified companies (hereinafter, "the Contractor") for all material, equipment, machinery, apparatus, transportation, and labor necessary to complete the services to be performed as described in this Request for Quote (hereinafter, "RFQ"). The Contractor warrants all work performed shall conform to all applicable Federal, State, and local laws and regulations.

Quotes shall be submitted on a copy of the Proposal Page(s) signed by a representative authorized to bind the Contractor along with any required forms or requested information. **Quotes shall be received on or before Friday, May 10, 2019 by 2:30 p.m. (Local Prevailing Time) and may be e-mailed to President Richard Weems, Sr. at [President@slvfd.org](mailto:President@slvfd.org) or faxed to the SLVFD at 410-586-3200.** Acceptance of bids by those other than President Weems shall not be deemed proper delivery.

**Bidders should visit the site to familiarize themselves with the area of work to be performed. Failure of bidder to familiarize themselves with the area covered in this contract does not relieve the bidder from their contractual obligations.**

The right is hereby reserved to reject any or all proposals, and to waive informalities, as the interest of the SLVFD may require.

SLVFD is tax exempt and 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. However, taxes are required to be paid by the Contractor on all materials and equipment to be incorporated into the project. The Contractor is prohibited from using SLVFD's tax exempt number for any purchases.

Should there be any omissions and/or unclear conditions or specifications, it shall be the responsibility of the Contractor to clarify such items with President Richard Weems, Sr. before submitting a quote.

The right is hereby reserved to reject any or all bids and to waive informalities as the interest of the SLVFD may require. Award shall be made to the lowest responsive, responsible Contractor. If the Contractor to whom an award is made shall fail to execute the Contract, and as herein provided, the award may be annulled and the Contract awarded to the second lowest responsive, responsible Contractor and such Contractor shall fulfill every stipulation embraced herein, as if they were the original party to whom the award was made; or the SLVFD may reject all quotes as its interest may require.

Any deviations from the specifications shall be noted in writing in detail by the Contractor and submitted with their quote. The SLVFD reserves the right to accept or reject any exception.

Any errors in computations shall be corrected when the proposals are canvassed by the SLVFD.

Contractors shall execute the following forms and provide any required documentation and include them as part of their bid. Bids made on any form(s) other than the required form(s) included in this RFQ shall not be considered. Changes in the phraseology of the proposal, additional or limiting provisions, shall render the proposal informal and may cause its rejection. Failure to provide required forms and documentation may be cause for rejection of bid as nonresponsive.

1. Proposal Sheets
2. References

**REQUEST FOR QUOTE  
MOWING SERVICES  
ST. LEONARD VOLUNTEER FIRE & RESCUE, COMPANY 7  
CALVERT BEACH ROAD  
ST. LEONARD, MARYLAND**

**PRICE PROPOSAL**

I/We propose to furnish all labor, material, equipment, and supervision necessary to provide mowing services for SLVFD sites located at 200 Calvert Beach Road, St. Leonard, Maryland in accordance with the terms, conditions, and specifications contained in this Request for Quote for the price(s) submitted.

<b>A. FIREHOUSE AND GROUNDS AROUND THE FIREHOUSE</b>					
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE</b>	<b>ESTIMATED ANNUAL QUANTITY</b>	<b>TOTAL</b>
1	Mowing with Weed Trimming around Shrubs and Fence Line and boundary at time of each mow (Estimated twice per month during the months of May, June, July, August, September, and October)	Each Mow	\$	12	\$
2	Pruning (As needed)	Each	\$	1	\$
<b>SUBTOTAL A ( Items 1 and 2)</b>				<b>SUBTOTAL</b>	<b>\$</b>

CONTRACTOR'S LEGAL BUSINESS NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**B. PAVILION FIELD AND GROUNDS AROUND THE PAVILION**

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	ESTIMATED ANNUAL QUANTITY	TOTAL
1	Mowing with Weed Trimming around Shrubs and Fence Line and boundary at time of each mow (Estimated twice per month during the months of May, June, July, August, September, and October)	Each Mow	\$	12	\$
2	Pruning (As needed)	Each	\$	1	\$
<b>SUBTOTAL B ( Items 1 and 2)</b>				<b>SUBTOTAL</b>	<b>\$</b>

CONTRACTOR'S LEGAL BUSINESS NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

<b>SUMMARY OF COSTS</b>	
<b>LOCATION</b>	<b>TOTAL</b>
<b>SUBTOTAL A FIREHOUSE AND GROUNDS AROUND THE FIREHOUSE (ITEMS 1 AND 2)</b>	\$
<b>SUBTOTAL B PAVILION FIELD AND GROUNDS AROUND THE PAVILION (ITEMS 1 AND 2)</b>	\$
<b>TOTAL BID BASED ON ESTIMATED QUANTITIES</b>	\$

Verify math calculations. In the event of errors in computation, unit price(s) shall be the determining factor for total(s)

CONTRACTOR'S LEGAL BUSINESS NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SLVFD reserves the right to award both sites to one Contractor or individual sites to separate Contractors.

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

By signing each proposal page, the Contractor does hereby attest that they have fully read the Request for Quote and understand it.

The time for performance of this Contract shall begin from the date of the Notice to Proceed or otherwise noted.

**NAME AND SIGNATURE REQUIREMENTS FOR BID AND CONTRACTS**

All signatures shall be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation and certification by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

CONTRACTOR'S LEGAL BUSINESS NAME	TELEPHONE NUMBER
PRINCIPAL OFFICE ADDRESS	FAX NUMBER
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	EMAIL ADDRESS
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT)	
SIGNATURE OF ABOVE PERSON	DATE
WITNESS	DATE

CONTRACTOR'S LEGAL BUSINESS NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## **REFERENCES**

List at least three (3) current commercial business references your company provided the services as specified in this RFQ during the past year. References shall be companies served for at least a two (2) year period. SLVFD reserves the right to request additional information regarding past and current clients for whom the Contractor has provided the services requested in this RFQ. SLVFD reserves the right to check all references furnished and consider the responses in determining the awarding of this Contract.

1.   Company: \_\_\_\_\_  
      Address: \_\_\_\_\_  
      Contact Person: \_\_\_\_\_  
      Telephone: \_\_\_\_\_
  
2.   Company: \_\_\_\_\_  
      Address: \_\_\_\_\_  
      Contact Person: \_\_\_\_\_  
      Telephone: \_\_\_\_\_
  
3.   Company: \_\_\_\_\_  
      Address: \_\_\_\_\_  
      Contact Person: \_\_\_\_\_  
      Telephone: \_\_\_\_\_

Specify the number of years your company has been in business providing the services required in this RFQ: \_\_\_\_\_ (shall be at least three [3] years)

CONTRACTOR'S LEGAL BUSINESS NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## DEVIATIONS TO SPECIFICATIONS

Any deviations from the specifications shall be noted in detail by the Contractor in writing by the Contractor and submitted with the price proposal. SLVFD reserves the right to accept or reject any deviation.

## INSURANCE

The Contractor shall not commence work under this Contract until it has obtained the insurance required under this section. All coverage shall be with insurance carriers licensed and authorized to do business in Maryland. Self-insured Contractors shall submit an affidavit attesting to their self-insured coverage.

1. Certificate Holder, Additional Insured, and Contract Information

- a. The SLVFD shall be named as certificate holder and as an additional insured for the duration of the Contract as follows:

St. Leonard Volunteer Fire & Rescue, Company 7  
Attention: President Richard Weems, Sr.  
P.O. Box 101  
200 Calvert Beach Road  
St. Leonard, Maryland 20685

- b. The certificate shall also indicate the contract name.
- c. Additional insured shall be as pertains to general liability and automobile liability.

2. Commercial General Liability Insurance

During the life of this Contract, the Contractor shall procure and maintain Commercial General Liability Insurance in an amount not less than \$1,000,000 (combined personal injury and/or property damage) per occurrence subject to \$2,000,000 aggregate.

3. Automobile Liability Insurance

During the life of this Contract, the Contractor shall procure and maintain Automobile Liability Insurance, including applicable No-Fault coverage, with limits of liability not less than \$1,000,000.00 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all vehicles whether owned, hired, or non-owned operated by/or on behalf of the Contractor in the performance of this Contract.

CONTRACTOR'S LEGAL BUSINESS NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



4. Workers Compensation

During the life of this Contract, the Contractor shall procure and maintain Workers Compensation insurance, including Employers Liability Coverage in accordance with the statutes of the State of Maryland, covering all employees engaged in performance of the contract. If a Contractor is a sole proprietor or is a company that is not required to maintain workers compensation insurance coverage under the laws of the state of Maryland, that Contractor shall show some alternative injury insurance coverage, either through health insurance or employer`s liability coverage.

5. Notice of Cancellation

Prior to starting performance of the Contract and for each extension of the Contract, a certificate of insurance shall be furnished to SLVFD. Insurance companies providing insurance shall be acceptable to SLVFD. The Contractor agrees to provide SLVFD a Certificate of Insurance evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, the Contractor agrees to notify SLVFD within two (2) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. It shall be the Contractor`s responsibility to make immediate notification to SLVFD if any changes are made to the policy.

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 their contractual duties to any other person, firm, or corporation, without the previous written consent of the SLVFD, which may be withheld for any reason or no reason at all.

If the Contractor desires to assign their right to payment of the Contract, Contractor shall immediately notify the SLVFD, in writing, of such assignment of right to payment. In no case shall such assignment of Contract relieve the Contractor from their obligations, or change the terms of the Contract.

CONTRACTOR'S LEGAL BUSINESS NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TERMINATION OF CONTRACT

The SLVFD may terminate a contract, in whole or in part, whenever the SLVFD determines that such termination is in the best interest of the SLVFD, without showing cause, upon giving written notice to the Contractor. The SLVFD shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price proposed for the work performed. The Contractor shall 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 Contractor has not performed or has unsatisfactorily performed the Contract, the SLVFD may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the SLVFD. Failure on the part of a Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Contract. The Contractor shall be paid for work satisfactorily performed prior to termination, less any excess costs incurred by SLVFD in completing the Contractor’s obligations under the Contract.

AVAILABILITY OF FUNDS

Multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the SLVFD. In the event the SLVFD does not appropriate funds for the continuation of this Contract, then the affected multi-year contract becomes null and void effective July 1 of the fiscal year for which such approvals have been denied.

The SLVFD reserves the right to immediately terminate a contract in the event funds are no longer available or have been exhausted. If the SLVFD shall terminate a contract, the SLVFD shall attempt to give written notice at least thirty (30) calendar days in advance of the effective date. The Contractor shall be paid for all labor and material provided as of termination date. No consideration shall be given for anticipated loss of revenue or profit on the cancelled portion of the Contract.

DELIVERY FAILURES

Failures of a Contractor to deliver their services within the time specified, or within reasonable time as interpreted by the SLVFD, or as directed by the SLVFD, it shall constitute authority for the SLVFD to purchase the services in the open market. On all such purchases, the Contractor shall reimburse the SLVFD, within a 30 day period, for any expense incurred in excess of contract prices. Such purchases shall be deducted from contract quantities.

CONTRACTOR’S LEGAL BUSINESS NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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 SLVFD's opinion, is beyond the control of the Contractor. Under such circumstances, however, the SLVFD may at their discretion, cancel 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. The SLVFD reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the Contract or any modifications thereto.

BREACH OF CONTRACT

- A. In the event the Contractor shall fail to comply with any of the terms or conditions of the Contract Documents, the Duly-authorized representative shall notify the Contractor of such failure or default and demand that the same be remedied within five (5) business days. In the event of the failure of the Contractor to remedy the same within said period, the President of the SLVFD shall authorize the services to be procured from any available source, with the difference between the actual cost paid and the defaulting Contractor to be deducted from any monies due the defaulting Contractor or their surety.
  
- B. In addition to those instances specifically referred to in other sections herein contained, the SLVFD shall have the right at its option to terminate the Contract under any one or more of the following:
  - 1) If the Contractor becomes insolvent.

CONTRACTOR'S LEGAL BUSINESS NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

- 2) If the Contractor makes an assignment for the benefit of creditors pursuant to the statutes in such case made and provided without notification or approval from SLVFD.
- 3) In the event a voluntary or involuntary petition in bankruptcy shall be filed by or against the Contractor.
- 4) In the event the Contractor fails to commence work in accordance with the specifications of this RFQ.
- 5) In the event the Contractor shall abandon the work or any portion of the work to be performed under this contract before completion.
- 6) If the Contractor shall fail to fully, properly, and in a good and workman-like manner perform any or all of the conditions, covenants, terms or conditions contained within the Contract Documents.
- 7) If the Contractor shall sublet, assign, convey, or otherwise dispose of his Contract or any portion thereof other than in accordance with the terms set forth within the Contract Documents.
- 8) If a receiver or receivers or any other person shall be appointed by court order to take charge or custody of the Contractor's property, financial affairs, or business.
- 9) If the SLVFD shall be of the opinion that the Contractor is not or has not been performing the Contract in good faith and in accordance with the terms of the specifications.

DISCLOSURE OF CONTENTS OF PROPOSALS AND BID

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, the SLVFD 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 Title 4 of the General Provisions Article of the Maryland Annotated Code. IT SHALL 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 SHALL IDENTIFY THE DATA OR

CONTRACTOR'S LEGAL BUSINESS NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

OTHER MATERIALS TO BE PROTECTED AND STATE THE REASONS WHY PROTECTION IS NECESSARY. Otherwise, the SLVFD disclaims responsibility for disclosure of any such material in the public record.

A bidder, offeror, or contractor agrees to indemnify, protect and save harmless the SLVFD, its officers, agents, and members 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.

NOTICE OF POLITICAL CONTRIBUTIONS

The Contractor agrees, in accordance with the current Maryland Code, State Finance and Procurement Article, §17-402, to comply with the political contribution reporting requirements, as amended from time to time, to which the Contractor may be subject.

ARITHMETICAL ERRORS

Any errors in computations shall be corrected when the proposals are canvassed

INJURY TO PROPERTY

In case any direct or indirect damage is done to public or private property, by or because of the work, or in consequence of any act or omission on the part of the Contractor, the Contractor's employees or agents, the Contractor shall, at the Contractor's own cost, restore such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding or otherwise, as may be required by the President of the SLVFD or duly-authorized representative or shall make good such damage in a satisfactory manner; and in case of failure on the part of the Contractor to promptly so restore such property, or make good such damage, the President of the SLVFD or duly-authorized representative may, upon 48 hours written notice, proceed to repair, rebuild or otherwise restore such property, as may be necessary, and the cost thereof will be deducted from any monies due or to become due the Contractor under the Contract; or the may deduct, from any monies due the Contractor, a sum sufficient, in the judgment of the President of the SLVFD or duly-authorized representative, to reimburse the owners of the property so damaged.

EMPLOYMENT OF SKILLFUL PERSONNEL

The Contractor shall employ only competent, skillful personnel to perform or supervise the work, and whenever the President of the SLVFD or duly-authorized representative shall, in

CONTRACTOR'S LEGAL BUSINESS NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

writing, notify the Contractor that any personnel employed on the work is, in the Contractor's opinion incompetent, disobedient, unfaithful, disorderly, discourteous or otherwise unsatisfactory, such employee shall be removed and shall not again be employed on the work, except with the consent of the President of the SLVFD or duly-authorized representative.

CHOICE OF LAW

This Contract shall be governed by the internal laws of Maryland, without giving effect to its choice of law provisions, and any action brought by or between the parties shall vest jurisdiction and venue exclusively in the Courts located in Calvert County, Maryland.

CONTRACTOR'S LEGAL BUSINESS NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**REQUEST FOR QUOTE  
MOWING SERVICES  
ST. LEONARD VOLUNTEER FIRE & RESCUE, COMPANY 7  
CALVERT BEACH ROAD  
ST. LEONARD, MARYLAND**

**SPECIFICATIONS**

**1. PURPOSE**

The SLVFD is requesting price quotations from qualified and experienced Mowing Contractors to furnish all labor, material, supervision, and equipment necessary to provide mowing services at the St. Leonard Volunteer Fire & Rescue, Company 7, Calvert Beach Road, St. Leonard, Maryland in accordance with the specifications contained herein.

**2. SCOPE OF WORK**

Contractor shall perform work at the following sites in accordance with the price proposal pages and the specifications contained herein.

FIREHOUSE AND GROUNDS AROUND THE FIREHOUSE  
200 Calvert Beach Road  
St Leonard, Maryland

PAVILION FIELD AND GROUNDS AROUND THE PAVILION  
310 Calvert Beach Road  
St. Leonard, Maryland

**A. Mowing and Trimming**

The Contractor shall:

- 1) Perform mowing and trimming services twice per month during the months of May, June, July, August, September, and October.
- 2) Provide weed trimming with a weed eater or other equipment around all shrubs and along all fence lines at the time of each mowing.
- 3) Pick up and dispose of litter and brush prior to mowing.
- 4) Mow all grasses.

CONTRACTOR'S LEGAL BUSINESS NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

- 5) Remove grass clippings and leaves from walkways and parking areas.
- 6) Use mulching mowers within ten feet (10') of buildings, walkways, and parking areas.
- 7) Sweep or blow clear walkways and parking lots of any and all grass clippings.
- 8) Areas around the stormwater ponds shall be maintained.

**B. Pruning**

- 1) Pruning of trees, shrubs, plants, landscape grasses, and ground cover to remove dead or damaged branches shall be provided on an as needed basis.
- 2) Pruning and thinning shall develop the natural form of the plant and create the effect intended at the site.
- 3) Pruning of common area trees may be required to be performed one (1) time during the mowing season. Pruning is limited to pole pruner height of twelve feet (12') or less. All tree pruning shall be accomplished by a person, or persons, qualified and/or certified to perform such tasks.
- 4) Prune only dead or broken branches or plant material using clean, sharp pruning tools. Cutting leaders are prohibited. Pruning shall conform to *American National Standards for Tree Care Operations, ANSI A300*.

**3. EQUIPMENT AND EQUIPMENT USAGE**

All work shall be accomplished using the Contractor's owned and/or rented equipment. All equipment shall be inspected to assure safe operation prior to use on SLVFD property. Equipment shall never be operated in the vicinity of individuals on the site such as the public, SLVFD staff, etc. Contractor shall include a list of equipment to be used under this Contract with their bid.

CONTRACTOR'S LEGAL BUSINESS NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



**4. CONTRACT PERIOD**

- A. The term of this Contract shall be for one (1) year from date indicated in the Notice to Proceed, or otherwise indicated by SLVFD, with the option of extending the Contract for four (4) additional one (1) year periods under the same terms and conditions.
  
- B. This Contract shall automatically be renewed unless notice of nonrenewal shall be made to the Contractor by SLVFD or to SLVFD by the Contractor at least ninety (90) calendar days prior to the contract anniversary date which is the date in the Notice to Proceed or otherwise indicated by SLVFD.

**5. PRICE ADJUSTMENT**

- A. All prices offered herein shall be firm against any increase for one (1) year from the effective date of this contract. Prior to commencement of subsequent renewal terms, SLVFD will entertain a request for escalation considering SLVFD budgetary and economic conditions. If those conditions allow, SLVFD would use the U.S. Department of Labor Consumer Price Index (CPI) for the Washington Metropolitan Area, based upon a twelve (12) month average over the prior year to help determine the amount of the increase. If the increase is approved, it would become effective the first day of the subsequent renewal and shall not exceed three percent (3%).
  
- B. Written requests for price increases from the Contractor shall be received by the SLVFD at least ninety-(90) calendar days prior to the end of any renewal term. Failure to meet the ninety-(90) calendar day request shall result in SLVFD denying any price increase.

**6. PRICING**

- A. Prices shall be submitted based on a firm, fixed unit price basis not subject to escalation during the initial contract term.
  
- B. The Contractor is instructed to take all factors contained within this RFQ into account when preparing their bid for all pricing.

CONTRACTOR'S LEGAL BUSINESS NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**7. INVOICES/PAYMENT TERMS**

Payment shall be made after satisfactory completion of work and submittal of invoice(s).

“Satisfactory completion” includes, but may not be limited to, final approval by the duly-authorized representative.

- Purchase order number;
- Invoice number;
- Detailed description of work performed;
- Dates work performed;
- Contract pricing;
- Payment terms; and
- Remit to address.

Invoices to be submitted to:

St. Leonard Volunteer Fire & Rescue, Company 7  
PO Box 101  
St. Leonard, Md 20685

**NO SERVICE SHALL BEGIN** until receipt of a purchase order or other notification by SLVFD or duly authorized representative to proceed.

Payment shall be made for acceptable service within thirty (30) calendar days, more or less, of receipt of invoice.

Repeated incidents of late service performances or unnecessary delays shall be construed as noncompliance with the terms and conditions of the Contract and the Contractor shall be in default of the Contract. Default of contract shall result in penalties of damages incurred or grounds for termination of the Contract.

The Duly-authorized representative may authorize a waiver of late performance of service penalty upon receipt of written documentation and explanation of extenuating circumstance effecting service schedule. Waiver of late delivery of service penalty is at the sole discretion of the Duly-authorized representative.

Failure of the Contractor to provide professional services during the course of this Contract shall be cause for termination of the Contract.

No services shall be performed without prior approval of the SLVFD or duly-authorized representative. Any work performed without prior proper notification and approval by SLVFD shall be the responsibility of the Contractor, and the Contractor shall bear all costs.

CONTRACTOR’S LEGAL BUSINESS NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**8. USE OF PREMISES**

On or about the premises and adjacent areas, the Contractor shall cause all apparatus storage of materials and activities of workmen to be confined to the limits indicated by the SLVFD or duly authorized representative and shall not encumber or permit the premises or adjacent areas to be encumbered with such materials or apparatus. The work site shall be kept in such orderly fashion as shall not duly interfere with the progress of the work or programs operated by SLVFD.

The Contractor shall be responsible for repairing or replacing any work damaged by his operation within twenty (20) calendar days after notification by the Duly-authorized representative or duly authorized representative that damage has occurred.

It shall be the responsibility of the Contractor to report to the duly authorized representative any damages found prior to any work at a site.

**9. PERSONNEL**

All employees of the Contractor shall be carefully screened, trained, and supervised by the Contractor. Scheduling, supervision, and inspection of work shall be done by the Contractor. All employees of the Contractor shall be neat in appearance. SLVFD may require the dismissal of any employee who is incompetent, careless, insubordinate, or otherwise objectionable or whose continued employment is contrary to consistent good relations with SLVFD or citizens.

**10. RIGHT TO WITHHOLD PAYMENTS**

In the judgment of SLVFD, SLVFD may withhold from the Contractor so much of any approved payments due the Contractor as may be necessary:

- A. To ensure the payment of just claims then due and unpaid of any persons supplying labor for the work;
- B. To protect SLVFD from loss due to defective work not remedied; or
- C. To protect SLVFD from loss due to injury to persons or damage to the work or property of other contractors, subcontractors or others, caused by the act or neglect of the Contractor. SLVFD shall have the right as agent for the Contractor, to apply any such amounts so withheld in such manner as SLVFD may deem proper to satisfy such claims or to accrue such protection. Such applications of such money shall be deemed payments for the account of the Contractor.

CONTRACTOR'S LEGAL BUSINESS NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**11. INTERRUPTED SERVICE**

After an interruption caused by inclement weather, the Contractor shall be prepared to complete the work without unnecessary delays.

**12. INSPECTION OF SERVICES**

- A. Definitions – “Service”, as used in this clause, includes services performed, workmanship, and equipment furnished or utilized in the performance of the services.
- B. SLVFD reserves the right to inspect all supplies, materials, equipment, and services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. SLVFD shall perform inspections in a manner that will not unduly delay the work.
- C. If any of the services do not conform to the Contract requirements, SLVFD may require the Contractor to perform the service again in conformity with the Contract requirements, at no change in Contract price. When the defects in services cannot be corrected by re-performance, SLVFD may: (1) require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; or (2) decrease the Contract price to reflect the reduced value of the services performed.
- D. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performances in conformity with the Contract requirements, SLVFD may: (1) by contract or otherwise, perform the services and charge to the Contractor any change SLVFD incurs that is directly related to the performance of such service; or (2) terminate the Contract for default.

**13. SAFETY MEASURES**

- A. The Contractor shall take all necessary precautions for the safety of employees on the work site and shall always erect and properly maintain, as required by job conditions and progress of the work, all necessary safeguards for the protection of the workmen, SLVFD employees, and the public.

CONTRACTOR’S LEGAL BUSINESS NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

- B. All Maryland Governmental Agencies are mandated to comply with Public Employment Occupational Safety and Health Act Legislations, which closely adheres to the Federal Occupational Safety and Health Act of 1970, requiring compliance with safety standards thereof. As of this date, all equipment owned and operated by SLVFD shall meet the established standards. It is therefore imperative that all concerned be made aware of and comply with the following:
  - 1) The Contractor hereby guarantees that all services furnished to the SLVFD as listed on any proposal, request for proposal, quotation, contract, or purchase order meet the requirements, specifications and standards as provided for under the Federal Occupational Safety and Health Act of 1970, as from time to time amended and enforced as of the date thereof.
- A. SLVFD retains the right to have Duly-authorized representatives of SLVFD inspect any service or project taking place on SLVFD property or through SLVFD auspices. SLVFD reserves the right to stop work if an imminent hazard exists. The costs, if any created by a work stoppage due to unsafe conditions, will be borne by the Contractor responsible for the unsafe condition.

**14. PERFORMANCE**

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

**15. QUALIFICATION OF CONTRACTOR**

- A. The Contractor shall primarily be engaged in providing professional mowing services as outlined in these specifications and shall have been actively engaged in this field for a period of no less than three (3) years.
- B. The Contractor shall have a demonstrated capability of performing commercial mowing services with a proven record of satisfactorily providing the service requirement.
- C. The Contractor shall currently have adequate equipment, qualified and trained personnel, and financial ability to ensure the work shall be performed with high standards at all times.

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**16. CLEANING UP**

At all times, the Contractor shall keep the premises and adjacent areas free from accumulations of waste material or rubbish. At the completion of work, the Contractor shall cause to be removed from and about the premises and adjacent areas all rubbish, tools used for work, and surplus materials and shall have the area "Broom Clean" and ready for use. In case of a dispute, the SLVFD may remove rubbish or otherwise clean up and may charge the Contractor either by deduction from amounts unpaid to the Contractor or by other means with such cost as the Contract Administrator or duly-authorized representative shall determine to be fair and equitable.

**17. QUANTITIES**

During the period of the Contract, the Contractor shall provide all services described in this Contract. The Contractor understands and agrees that SLVFD shall have no obligation to the Contractor if any quantities listed are not required. Any quantities included in the bid specifications reflect the prior annual amount generated by SLVFD for the Contract. The amounts are only an estimate and the Contractor understands and agrees that SLVFD shall be under no obligation to the Contractor to buy any set amount of services. The Contractor further understands and agrees that SLVFD may require services in an amount less than or in excess of the estimated Contract amount, and that the quantity of services actually rendered, whether in excess or less than, shall not give rise to any claim for compensation other than the total of the unit price in the Contract for the quantity of services actually procured. The Contractor understands and agrees that SLVFD will issue purchase orders for services on an as needed basis upon the unit prices submitted by the Contractor.

SLVFD shall issue purchase orders for services on an as needed basis based upon the unit prices submitted by the Contractor. SLVFD shall not guarantee to purchase any minimum quantities.

CONTRACTOR'S LEGAL BUSINESS NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_