



# Town of Upper Marlboro

## BOARD OF TOWN COMMISSIONERS WORK SESSION

14211 School Lane, Upper Marlboro, Maryland, 20772

Tuesday, November 08, 2022 at 7:00 PM

### **AGENDA**

This meeting will be conducted via Zoom Video Teleconference. As the Town Hall remains closed to the general public at this time, interested citizens may participate by video (*Participants must sign-in with the Clerk*):

<https://uppermarlboromd-gov.zoom.us/j/83513599207>

**Webinar ID:** 835 1359 9207; **Audio Dial-in only:** 301 715 8592

*Work Sessions are open to public observation, however, public participation is at the discretion of the Board*

### **WORK SESSION AGENDA: 7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Review of Agenda**
- 5. Business**
  - A. Better City (Board Discussion)
  - B. Financial Package (Board Discussion)
  - C. Snow Plow & Assembly (Board Discussion)
  - D. Ordinance 2019-02 & Code of Conduct (Board Discussion)
    1. Amended Ordinance 2019-02 Code of Conduct
    2. Town of Upper Marlboro Historical Committee Memo
    3. Ordinance 2022-07 Historical Committee
  - E. Resident Assistance Program (Board Discussion)
  - F. Parking Legislative Package (Board Discussion)
  - G. Government Structure - Accountability & Ethics Board (Board Discussion)
  - H. RFP Cleaning & Media (Board Discussion)
- 6. Preliminary Approval of Next Meeting Agenda**
- 7. Administrative Updates**
  - A. Service Lane Dumpster Agreement (Board Discussion)
- 8. Motion To Go Into Closed Session**

### **Notice of Closed Session**

**Tuesday, November 8, 2022 (Virtual Meeting)**

**Following The November Board Work Session**

**Under General Provisions Article 3-305(b)(1) "To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals" & (14) "Before a contract is awarded or bids are opened, to discuss a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process."**

**The Board of Town Commissioners propose to go into Closed Session on Tuesday, November 8, 2022, following the November Board Work Session to discuss employee issues & media / cleaning proposals.**

*Video of the Work Session will be posted to the Town YouTube Channel within 7 business days of the meeting.*

All meetings are subject to closure in accordance with the State Open Meetings Act—House Bill 217

**The Town of Upper Marlboro  
CHARTER AMENDMENT RESOLUTION NO. 01-2022**

**A CHARTER AMENDMENT RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO, MARYLAND AMENDING SECTION 82-45 (LAPSE OF APPROPRIATIONS), OF THE CHARTER OF THE TOWN OF UPPER MARLBORO, MARYLAND THEREBY AUTHORIZING THE CREATION OF CERTAIN RESERVE OR OTHER NON-LAPSING FUNDS TO BE MADE AVAILABLE FOR UNANTICIPATED OR EXTRAORDINARY EXPENSES THAT MAY BE INCURRED, OR FOR ANY OTHER SPECIFIC INTENDED PURPOSE AS AUTHORIZED BY STATE STATUTE OR ORDINANCE; AND AUTHORIZING THE BOARD TO APPROPRIATE FUNDS FROM ANY RESERVE ESTABLISHED FOR UNANTICIPATED, EMERGENCY OR EXTRAORDINARY EXPENSES PROVIDED IN THE BUDGET OR OTHER ORDINANCE TO MEET EXTRAORDINARY OR UNANTICIPATED EXPENDITURES; AND PROVIDING THAT RESERVE FUNDS SHALL NOT LAPSE AT THE END OF THE BUDGET YEAR BUT SHALL REMAIN AVAILABLE UNTIL APPROPRIATED AND EXPENDED; AND AMENDING SECTION 82-56 (PURCHASING AND CONTRACTS) OF THE CHARTER OF THE TOWN OF UPPER MARLBORO, MARYLAND TO AUTHORIZE THE PRESIDENT OF THE TOWN BOARD OF COMMISSIONERS TO MAKE CERTAIN PURCHASES AND EXECUTE CERTAIN CONTRACTS AT OR BELOW \$10,000.00 WITHOUT BOARD APPROVAL; AND BY PRESCRIBING THAT THE BOARD BY SUPERMAJORITY VOTE MAY DETERMINE A DIFFERENT METHOD OF COMPETITIVE PROCUREMENT AND SHALL PROVIDE BY ORDINANCE FOR CERTAIN RULES AND REGULATIONS TO CONDUCT COMPETITIVE PROCUREMENT THROUGH REQUESTS FOR PROPOSALS, NEGOTIATED BIDS AND PROPOSALS, AND OTHER FORMS OF PURCHASING; AND BY SUBJECTING ALL CONTRACTS AND PURCHASES EXCEEDING \$75,000 TO BE APPROVED IN WRITING AND MADE USING COMPETITIVE OR OTHER PROCUREMENT METHODS; AND GENERALLY RELATING TO PURCHASING AND CONTRACTS, RESERVE FUNDS AND MUNICIPAL FINANCE**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO, MARYLAND** adopted pursuant to the authority of Article XI-E, § 4 of the Constitution of the State of Maryland and the Local Government Article, § 4-301 *et seq.* of the Annotated Code of Maryland, to amend Sections 82–45 (Appropriations Lapse After One Year), and 82-56, (Purchasing and Contracts) of the Charter of The Town of Upper Marlboro to authorize the creation by ordinance of certain non-lapsing reserve funds by the Board of Commissioners and to further authorize the Board of Commissioners and the President to make

\_\_\_\_\_  
CAPS : Indicate matter added to existing law.  
[[Brackets]] : Indicate matter deleted from law.  
\*\*\* : Indicate matter retained but not restated in existing law.

certain purchases and enter into certain contracts, and to provide that certain alternative forms of competitive bidding or other procurement methods including sealed bids and requests for proposals be used when procuring goods and services for the Town.

**WHEREAS**, currently the Town Charter states in Section 82-45 that all appropriations shall lapse at the end of the budget year to the extent that they have not been expended or lawfully encumbered and that any unexpended and unencumbered funds shall be considered a surplus at the end of the budget year and shall be included among the anticipated revenues for the next succeeding budget year; and

**WHEREAS**, the Government Finance Officers Association (“GFOA”) recommends, at a minimum, that general-purpose governments, regardless of size, maintain unrestricted budgetary fund balances in their general funds of no less than two months of regular general fund operating revenues or regular general fund operating expenditures; and

**WHEREAS**, the Board further finds that a reasonable level of unreserved, unappropriated fund balance or a reserve consistent with prudent budgeting practices, necessary to ensure the orderly operation of the government, provides a cushion for unforeseen expenditures or revenue shortfalls and helps to ensure that adequate cash flow is available to meet the cost of operations; and

**WHEREAS**, the Board further finds that reserve funds having specific intended purposes may provide a mechanism for legally saving money to finance all or part of future infrastructure, equipment, emergency relief, and other requirements; and

**WHEREAS**, the Maryland Municipal League in a paper entitled “Municipal Government Finances” published in 2012 regarding municipal financing of capital projects states that:

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Several strategies can be implemented to provide adequate funding under the pay-as-you-go approach. For example, a municipality could allocate several years' appropriations to a reserve fund, usually a capital projects fund, to accumulate sufficient resources for costly projects. In addition, some jurisdictions earmark a certain percentage of property tax proceeds or other specific revenues to fund capital activities. For example, the municipality may accumulate the proceeds from one cent of the property tax rate in a capital fund or reserve revenues from the sale of fixed assets. Finally, some municipalities may dedicate a specific annual appropriation for a capital projects fund, such as \$100,000 for a smaller municipality or \$1,000,000 for a larger city and treat the allocation as a routine expense. Capital projects reserves also provide an additional source of interest revenue to the municipality; and

**WHEREAS**, the Board further finds that the Town would benefit from enacting this Charter amendment to conform the Town Charter and future financial and budgetary practices with sound financial and procurement practices as recommended by MML and GFOA, and to modify and make more efficient the purchasing and contracting requirements of the Town Charter.

**Section 1. NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO** on this \_\_\_ day of October 2022, that Section 82-45 (Appropriations Lapse After One Year), and Section 82-56, (Purchasing and Contracts) of the Charter of The Town of Upper Marlboro, Maryland shall be and are hereby amended to read as follows:

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**Finance**

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**Section 82-45. (Appropriations Lapse After One Year; RESERVE FUNDS).**

**(A) EXCEPT FOR APPROPRIATIONS FOR ANY RESERVE FUND CREATED PURSUANT TO THIS SECTION, [[A#]] ALL** appropriations shall lapse at the end of the budget year to the extent that they have not been expended or lawfully encumbered. **EXCEPT AS STATED HEREIN, [[Any]] ANY** unexpended and unencumbered funds shall be considered a surplus at the end of the budget year and shall be included among the anticipated revenues for the next succeeding budget year. **AN APPROPRIATION FOR A RESERVE FUND OR SIMILAR NON-LAPSING**

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**FUND SHALL CONTINUE IN FORCE UNTIL EXPENDED, REVISED OR REPEALED, OR THE ENTIRE FUND IS DISSOLVED WITH ANY SURPLUS OR UNEXPENDED FUNDS TO BE TRANSFERRED TO THE GENERAL FUND.**

**(B) A RESERVE FUND OR FUNDS MAY BE ESTABLISHED BY ORDINANCE. SUCH RESERVE FUNDS MAY BE USED FROM TIME TO TIME FOR SUCH PURPOSES AS (I) CAPITAL EXPENDITURES, I.E., EQUIPMENT, FACILITIES, LAND ACQUISITION, STREET CONSTRUCTION AND THE LIKE, (II) TO GUARANTEE THE TEMPORARY CONTINUATION OF SERVICES DIRECTLY AFFECTED BY A LOSS OF SUPPORTING BUDGETED REVENUES, (III) TO PROVIDE FOR LONG TERM INVESTMENTS, AND (IV) TO PROVIDE DISASTER OR EMERGENCY RELIEF FOR RESIDENTS, PROPERTY OWNERS, AND BUSINESSES OF THE TOWN OF UPPER MARLBORO. A FAVORABLE VOTE OF AT LEAST A MAJORITY OF THE ENTIRE BOARD SHALL BE NECESSARY FOR THE ADOPTION OR REPEAL OF AN ORDINANCE CREATING SUCH A RESERVE FUND.**

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Section 82-56. (Purchasing and Contracts).

All purchases and contracts for the Town government shall be authorized by the Board or the President as provided herein. The President, as prescribed by ordinance, may be authorized to make individual purchases and execute contracts up to \$~~[[2,000]]~~ **10,000** in cost so long as the duration of the purchase or contract is one year or less without prior Board approval if such contracts or purchases were previously authorized by a budget ordinance or approved within any detailed budget documents supporting said budget ordinance. The Board shall provide by ordinance for rules and regulations regarding the use of sealed competitive bidding, request for proposals, negotiated proposals, negotiated bids and other forms of bids or offers, **AND ANY OTHER CONTRACTUAL MATTERS** as appropriate, for all Town purchases and contracts in keeping with good procurement practices and fiscal responsibility. All expenditures for contracts and purchases with an anticipated cost of more than ~~[[ten thousand dollars (\$10,000)]]~~ **\$75,000** shall be subject to **A competitive** ~~[[sealed bidding]]~~ **PROCUREMENT PROCESS DETERMINED BY THE BOARD** unless the Board, by ~~[[unanimous]]~~ **SUPERMAJORITY** vote of the full Board, finds another method of procurement, **AS PRESCRIBED BY ORDINANCE**, to be more advantageous. The Board shall ~~[[advertise]]~~ **ADVERTISE** for competitive sealed bids **OR ANOTHER METHOD OF PROCUREMENT** in such manner as shall be prescribed by ordinance for all such competitive ~~[[sealed bids]]~~ **OR OTHER METHODS OF PROCUREMENT**. ~~[[Competitive sealed bidding]]~~ **COMPETITIVELY PROCURED** contracts shall be awarded to the bidder **OR OFFEROR** who offers the lowest or best bid **OR OFFER**, quality of goods and work, time of delivery or completion, and responsibility of bidders **OR OFFERORS** being considered. All such ~~[[competitive sealed bidding]]~~ **COMPETITIVELY PROCURED AND OTHER CONTRACTS EXCEEDING \$75,000** shall **BE IN WRITING AND** approved by the Board before becoming effective. The Board shall have the right to reject all bids, **PROPOSALS OR OFFERS** and re-advertise. The Town, at any time in its discretion, may employ its own force for the construction or reconstruction of public improvements without advertising for (or re-advertising for) or receiving bids **OR**

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**OFFERS.** All contracts may be protected by such bonds, penalties and conditions as the Town may require. ~~[[For each fiscal year ending in a five or zero, the Board may adjust by ordinance the dollar amount the President is authorized to contract for or the dollar amount subject to competitive sealed bidding in an amount that may not exceed the cumulative Consumer Price Index for all urban consumers published by the United States Department of Labor for the preceding five or ten year period, or since the last adjustment was otherwise established by ordinance pursuant to this section.]]~~

\* \* \*

**Section 2.** **BE IT FURTHER RESOLVED** that the Board finds that in addition to the other procedural charter adoption provisions found in State law, the General Assembly of Maryland passed HB 615 during the 2018 session effective July 1, 2018, requiring the legislative body of a municipality to hold a public hearing and give at least 21-days’ notice by posting the notice in a public place before adopting a resolution initiated by the legislative body that proposes an amendment to the municipal charter; and

**Section 3.** **BE IT FURTHER RESOLVED** that this Charter Amendment Resolution is adopted on the aforementioned date, and that upon adoption by the Board of Commissioners of The Town of Upper Marlboro, Maryland a complete and exact copy of this Charter Amendment Resolution shall be posted in the Town Office for a period of at least forty (40) days following the date of its adoption. Additionally, a fair summary of the proposed Amendment shall be published in a newspaper of general circulation in The Town of Upper Marlboro not less than four (4) times at weekly intervals within the forty (40) days following the adoption of this Charter Amendment Resolution.

**Section 4.** **BE IT FURTHER RESOLVED** that the Amendment initiated in this Charter Amendment Resolution shall take effect and shall become and be considered the Charter of The Town of Upper Marlboro, upon the fiftieth day after being so ordained or passed unless on or before the fortieth day after being so adopted and passed a referendum petition meeting the

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requirements of State law shall be presented to the Board of Commissioners of The Town of Upper Marlboro, Maryland or mailed to it by certified mail, return receipt requested, bearing a postmark from the United States Postal Service.

**Section 5. BE IT FURTHER RESOLVED** that when the Charter Amendment hereby initiated becomes effective, as provided herein, or following a referendum election, the Town Clerk shall send separately, by certified mail, return receipt requested, to the Department of Legislative Services within 10 days after the charter resolution becomes effective, the following information concerning the Charter Amendment: (i) the complete text of this Charter Amendment Resolution; (ii) the date of the referendum election, if any held with respect thereto; (iii) the number of votes cast for and against this Charter Amendment Resolution by the Board of Commissioners of The Town of Upper Marlboro, Maryland or a referendum election; and (iv) the effective date of the Charter Amendment.

**Section 6. BE IT FURTHER RESOLVED** that the Town Clerk of The Town of Upper Marlboro is specifically instructed to carry out the provisions of Sections 2, 3, 4 and 5 hereof, as evidence of compliance herewith, the Town Clerk shall cause to be affixed to this Charter Amendment Resolution and to the Minutes of the Board of Commissioners Meeting in which it is adopted (i) an appropriate certificate of publication of the newspaper in which the summary of the Charter Amendment Resolution shall have been published and (ii) return receipts of the mailing referred to in Section 5, and shall further complete and execute the Certificate of Effect attached hereto.

**INTRODUCED** by the Board of Commissioners of the Town of Upper Marlboro, Maryland at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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**PASSED** by the Board of Commissioners of the Town of Upper Marlboro, Maryland at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Attest:

THE TOWN OF UPPER MARLBORO  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Sarah Franklin, President

\_\_\_\_\_  
Janice Duckett, Commissioner

\_\_\_\_\_  
Charles Colbert, Commissioner

\_\_\_\_\_  
Karen Lott, Commissioner

\_\_\_\_\_  
John Hoatson, Town Clerk

\_\_\_\_\_  
Thomas Hatchett, Commissioner

CHARTER RESOLUTION CERTIFICATE

I, JOHN HOATSON, the duly appointed, and qualified Clerk to the Board of Commissioners of the Town of Upper Marlboro, a municipal corporation of the State of Maryland, do hereby certify that (i) the attached copy of Charter Amendment Resolution 01-2022 is true, correct and complete; (ii) Charter Amendment Resolution 01-2022 was duly adopted by the Board of Commissioners of the Town of Upper Marlboro at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2022; (iii) said meeting was duly convened and a quorum was present and acting throughout; (iv) Charter Amendment Resolution 01-2022, after having been introduced and fully discussed, was duly adopted, by a majority of Commissioners elected to the body and voting in the affirmative; and (v) Charter Amendment Resolution 01-2022 has not been subsequently amended, modified or repealed and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Town of Upper Marlboro this \_\_\_\_ day of \_\_\_\_\_, 2022.

(SEAL)

\_\_\_\_\_  
John Hoatson, Town Clerk  
The Town of Upper Marlboro

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CHARTER AMENDMENT TIMELINE

DATE 21-DAY HEARING NOTICE POSTED: \_\_\_\_\_

DATE OF HEARING: \_\_\_\_\_

DATE OF INTRODUCTION: \_\_\_\_\_ (May be same as hearing)

DATE PASSED/POSTED: \_\_\_\_\_ (May be same as introduction)

40-DAY POSTING END DATE: \_\_\_\_\_

FAIR SUMMARY NEWSPAPER (x 4)

WEEKLY PUBLICATION DATES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EFFECTIVE (50<sup>TH</sup> DAY) DATE: \_\_\_\_\_

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**BOARD OF COMMISSIONERS  
FOR THE  
TOWN OF UPPER MARLBORO**

ORDINANCE: 2022-06  
SESSION: Regular Town Meeting  
INTRODUCED: September 27, 2022

**AN ORDINANCE GOVERNING AND PROVIDING RULES AND REGULATIONS REGARDING TOWN PURCHASES AND CONTRACTS CONSISTENT WITH SECTION 82-56 OF THE TOWN CHARTER, AS AMENDED**

**WHEREAS**, pursuant to LG Art., § 5-202 of the State Code and § 82-16(1) of the Town Charter, the Board of Commissioners shall have the power to pass all such ordinances not contrary to the Constitution and laws of the State of Maryland or this charter as it may deem necessary for the good government of the Town; for the protection and preservation of the Town’s property, rights, and privileges; for the preservation of peace and good order; for securing persons and property from violence, danger or destruction; and for the protection and promotion of the health, safety, comfort, convenience, welfare, and happiness of the residents of the Town and visitors thereto and sojourners therein; and

**WHEREAS**, the Charter of the Town of Upper Marlboro (the “Charter”) in Section 82-56 (Purchasing and Contracts) mandates that the Board of Commissioners adopt an ordinance to provide rules and regulations regarding all Town purchases and contracts in keeping with good procurement practices and fiscal responsibility, and consistent with said Section, and

**WHEREAS**, contemporaneous with this ordinance, the Board has introduced for passage Charter Amendment Resolution No. 01-2022 that amends the finance provisions of the Charter including Section 82-56 (Purchasing and Contracts); and

**WHEREAS**, the Board finds it in the best interest of the Town of Upper Marlboro to enact a new and comprehensive procurement ordinance as provided herein.

**NOW, THEREFORE**, the Board of Commissioners of the Town of Upper Marlboro, State of Maryland, does hereby ordain and enact Ordinance 2022-06 as follows:

**PURCHASING AND CONTRACTS**

**SECTION 1. Purpose.**

The purpose of this Ordinance is to:

- (a) Provide for fair and equitable treatment of all persons involved in public purchasing and contracting administered by the Town;

- (b) Ensure the maximum purchasing value of public funds in procurement;
- (c) Provide safeguards for maintaining a procurement and disposition system of quality and integrity; and
- (d) Protect the Town from liability, or controversy and ensure legal sufficiency of written agreements entered into by the Town using municipal funds.

## **SECTION 2. Definitions.**

For the purpose of this Ordinance, the following words and phrases shall have the meanings set forth in this section:

- A. *Public Improvement* – Any improvement undertaken by the Town, including construction or reconstruction in whole or in part of any road, bridge, street, building or water, sewer or storm drain facility or any similar structure or facility necessary in carrying out the activities of the Town government.
- B. *Employment Contract* – An agreement or term of hire that is extended from the Town as an employer to a Town employee to set the terms and conditions of their employment. While usually a written document, these agreements can also be verbal.
- C. *Contractual Services* – Includes all types of services required by the Town, but typically not furnished by its own employees, except professional services typically provided by independent contractors which are by their nature typically not subject to competition. Contracts may be oral or written.
- D. *Independent Contractor* – Includes professionals such as lawyers, accountants, contractors, subcontractors, surveyors, or auctioneers and the like who are in an independent trade, business, or profession in which they offer their services to the general public. An individual typically is an independent contractor if the Town has the right to control or direct only the result of the work and not what will be done and how it will be done.
- E. *Purchasing Agent* – The Town Administrator or Department Head, as applicable.
- F. *Supplies* – Includes all commodities, materials, equipment and all other articles or things furnished to be used by any department or Town official or employee.

## **SECTION 3. Specific Regulations.**

- A. *Under Ten Thousand Dollars (\$10,000.00)*. Expenditures for supplies, materials, equipment, construction of public improvements or contractual services involving less than Ten Thousand Dollars (\$10,000.00) shall be made by the Mayor, provided the amount of the procurement is appropriated within the approved budget and the term is for one year or less.
- B. *Ten Thousand Dollars (\$10,000.00) to Seventy-Five Thousand Dollars (\$75,000.00)*. Except as otherwise provided in this section, expenditures for supplies, materials, equipment, construction of public improvements or contractual services involving Ten Thousand Dollars (\$10,000.00) to Seventy-Five Thousand Dollars (\$75,000.00), shall be made by the Board without requiring any quotes, advertisements offering sale, proposals



or through the use of any other competitive procurement methods; however, a majority of the Board present and voting may elect to require any such competitive method so designated be used.

- C. *Seventy-Five Thousand Dollars (\$75,000.00) or above.* Except as otherwise provided in this section, expenditures for supplies, materials, equipment, construction of public improvements or contractual services involving Seventy-Five Thousand Dollars (\$75,000.00) or above, shall be subject to a competitive procurement process determined by the Board unless the Board, by supermajority vote of the full Board, finds another method of procurement, as prescribed by this Ordinance, to be more advantageous. The Board shall advertise for competitive sealed bids or another method of procurement in such manner as shall be prescribed by this Ordinance for all such competitive or other methods of procurement. All such competitively procured and other contracts exceeding Seventy-Five Thousand Dollars (\$75,000.00) shall be in writing and approved by the Board before becoming effective.
- D. *Sole-source procurement.* Notwithstanding anything herein to the contrary, a contract involving Seventy-Five Thousand Dollars (\$75,000.00) or more may be awarded without using competitive procurement methods when the Town Administrator under the supervision of the Mayor determines, after a review of available resources and the receipt of a written recommendation of the department head where applicable, that there is only one source reasonably available for the required item or service or there is limited time to efficiently and cost effectively accomplish both the competitive procurement process and the public service or project in need of completion. The Town Administrator or department head shall negotiate, as appropriate, regarding price, delivery, and terms. A sole-source procurement shall be approved by the Board.
- E. *Professional Services.*
1. For architectural, engineering, surveying, and planning services or the like, anticipated to be Seventy-Five Thousand Dollars (\$75,000.00) or less, the Town Administrator shall obtain multiple proposals when practical. The Town Administrator shall submit one or more proposals, with a recommendation, to the Board for its determination. Services anticipated to be in amounts less than Ten Thousand Dollars (\$10,000.00) shall be subject to the provisions of Subsection A hereof.
  2. All contracts for other professional services, such as accounting, auditing, legal and insurance, anticipated to be in excess of Seventy-Five Thousand Dollars (\$75,000.00) shall be subject to competitive procurement requirements but shall be approved subject to use of an alternative method of procurement as prescribed by the Board on an individual basis by the Board.
- F. *Employment Contracts.* Employees are normally recruited and hired as “at-will” employees without an employment contract and the terms of employment are governed by the Employee Handbook and other personnel policies and regulations; however, the Board may enter into employment contracts with individuals having unique skills, experience or special training and education. Employment contracts and recruitment shall not be subject to the competitive bid requirements governed by this Ordinance but

shall be approved on an individual basis in accordance with the Charter and any other applicable law or policy.

- G. *Multiple Purchases.* No anticipated contract or purchase shall be divided to avoid the requirements of Subsection 3.B.
- H. *Awarding Contracts.* Competitively procured contracts shall be awarded to the bidder or offeror who offers the lowest or best bid or offer, quality of goods and work, time of delivery or completion, and responsibility of bidders or offerors being considered. The Board shall have the right to reject all bids, proposals or offers and re-advertise.
- I. *Alternative Methods.* When the advertisement for sealed bids is impractical, unreasonable, or disadvantageous to the Town, the Purchasing Agent may institute an alternative method by utilizing the open market. The Purchasing Agent shall obtain at least one (1) price quote or offer and present it to the Board with a recommendation. The Board may reject the method, or the bids or offers or accept such as is in the best interests of the Town.

#### **SECTION 4. Emergency Purchases.**

- A. An emergency for purposes of this ordinance shall be deemed to exist when a breakdown in equipment, machinery, and/or a threatened curtailment of essential services or a dangerous condition develops, or when any unforeseen circumstance arises causing curtailment or diminution of an essential services.
- B. In cases or emergency, the Purchasing Agent may directly purchase the required supplies or services. The Purchasing Agent shall, whenever practical, obtain three (3) competitive informal bids and order from the lowest responsible bidder. The Mayor shall be notified of the emergency, and a written record shall be prepared as promptly as possible concerning the circumstances of the emergency. A tabulation of any bids and the amount expended shall be presented to the Mayor and Board at its next meeting.
- C. The Purchasing Agent shall endeavor to reduce emergency purchases to a minimum by use of service contracts or other arrangements for standby services.
- D. This Section shall be construed in harmony with Section 9 of Ordinance 2020-04 (Emergency Operations), as amended.

#### **SECTION 5. Written Contracts.**

All supplies, contractual services, and capital improvements, where the estimated cost exceeds Seventy-Five Thousand Dollars (\$75,000.00), or a multi-year contract, shall be purchased by formal written contract with the lowest responsible bidder as detailed in Section 7 unless another procurement process is authorized in accordance with the Charter. The following procedures shall be observed:

- A. The Purchasing Agent shall cause appropriate written specifications to be prepared. The Town may, but is not required to, use "value engineering" and/or "design/build" clauses in specifications and contracts for construction projects of sufficient size to offer reasonable opportunities for cost reduction. The Town is encouraged to liberally include reasonable termination clauses for both cause and convenience in the contracts.

- B. Advertisement to prospective bidders shall be given in at least one issue of a newspaper having general circulation in the Town at least fifteen (15) days before the date for the opening of bids. The Purchasing Agent may also advertise in any publication, website or other platform which is particular to the proposed project, including advertisement on any State mandated online procurement system. Such advertisement shall include a general description of the supplies or contractual services involved or the capital improvement to be undertaken and shall state where bid forms and specifications may be obtained and the place and time of opening bids.
- C. Sealed bids shall be opened publicly by the Purchasing Agent and recorded by the Town Clerk. The Purchasing Agent shall review and evaluate the bids then make a recommendation to the Board at its next meeting. The Board, by motion, shall award the contract to the lowest or best responsible bidder, except that the Board may reject all bids, parts of all bids or all bids for any one or more items included in the proposed contract, or waive technical defects whenever, in its judgment, the public interest will be served thereby.
- D. All contracts for supplies, contractual services, and capital improvements shall be signed on behalf of the Town by the Mayor or Purchasing Agent.

#### **SECTION 6. Negotiated Adjustments.**

If the lowest responsible bid exceeds the available funds as certified by the Treasurer, the Town Administrator is authorized to negotiate an adjustment of the bid price in order to bring the bid within the amount of available funds when:

- A. This can be achieved without materially changing the scope of the procurement; and
- B. When time or economic considerations preclude solicitation of work of a reduced scope.
- C. Any such negotiated adjustment shall be based only on eliminating independent deductive items specified in the invitation for bids.
- D. Regardless of the amount by which the bid exceeds available funds, the Town may reduce the scope of the project during the budget year and allow for completion of the project in the next budget year.

#### **SECTION 7. Lowest Responsible Bidder or Offeror.**

- A. In determining the lowest responsible bidder and the lowest or best bid or offer, the Town shall consider:
  1. The ability, capacity, and skill of the bidder or offeror to perform the contract or provide the service required;
  2. Whether the bidder or offeror can perform the contract or provide the service promptly or within the time specified without delay or interference;
  3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder or offeror;
  4. The quality of performance of previous contracts or services, with the Town and/or with references provided;

5. The previous and existing compliance by the bidder or offeror with laws and ordinances relating to the contract or service;
  6. Whether the bidder or offeror is in arrears on debt or contract or is a defaulter on surety or whether the bidder's or offeror's taxes or assessments are delinquent;
  7. Such other information as may have a bearing on the decision to award the contract.
- B. The Town reserves the right to disqualify any bidder or offeror, whether an individual or an entity, who has been debarred or suspended from consideration for contracts by the Town or any other State or local governmental entity.

### **SECTION 8. Correction or Withdrawal of Bids or Proposals.**

Correction or withdrawal of inadvertently erroneous bids or proposals before or after bid opening, or cancellation of awards based on such bid or proposal mistakes, may be permitted by the Town Administrator under the following conditions:

- A. Bids or proposals with mistakes discovered before bid opening may be modified or withdrawn upon written notice received by the Town before the time of bid opening;
- B. After bid or proposal opening, no changes in bid or proposal totals, prices, or other provisions prejudicial to the Town's interest or to fair competition shall be permitted;
- C. In lieu of bid or proposal correction, a bidder or proposer alleging a material mistake of fact may be permitted to withdraw its bid if:
  1. The mistake is clearly evident on the face of the bid document or proposal; or
  2. The bidder or proposer submits evidence which adequately demonstrates that a mistake of fact was made.
- D. All decisions to permit bids or proposals to be corrected or withdrawn based on bid or proposal mistakes shall be at the Town's sole discretion.

### **SECTION 9. Cooperative Purchasing.**

In lieu of the competitive bid process outlined in this Ordinance, the Town Administrator may participate in cooperative or "piggyback" purchasing with other governments or intergovernmental associations, providing the public notice for the bid, proposal or contract is in accordance with the rules and regulations of the soliciting entity.

### **SECTION 10. Purchase Order Procedures.**

- A. All purchase orders will be signed by the Town Administrator or his or her designee.
- B. Before any payment on a delivery will be made, the Purchasing Agent will ensure that the item or services have been delivered in good condition.

### **SECTION 11. Sale of Any Items, including Supplies, Equipment, and Other Materials.**

- A. The Purchasing Agent is authorized to exchange or trade-in obsolete equipment or surplus supplies in lieu of full payment for new supplies or equipment.
- B. The Purchasing Agent may sell any Town owned items, including supplies, equipment and other materials which are determined to be surplus, obsolete, or no longer needed.

Any personal property of the Town exceeding Ten Thousand Dollars (\$10,000.00) in estimated potential market value shall be approved as surplus for disposal by the Board.

- C. This provision shall not apply to materials sold to the general public, including commemorative items, collectible items, or items marked with the Town Seal or name.

**SECTION 12. Credit Cards.**

Certain employees may be authorized to utilize debit or credit card accounts established by the Town in accordance with the Financial Policy adopted by resolution. These accounts shall not be used for personal business by any such employee. Receipts and all other documentation of any credit card use shall be provided to the Town’s finance team as soon as practicable after the use.

**SECTION 13. Additional Provisions.**

- A. Except as provided in Subsection 3.A, no elected official, department head, Town Administrator, Clerk, Treasurer or subordinate employee is authorized to enter into any contract for non-budgeted items for the Town without the approval of the Board, and the Town shall not be liable on any such contract.
- B. No elected official shall direct that the Town Administrator, or a department head, to procure goods or services from any specific person or entity except as provided by this ordinance.
- C. Every contract, purchase or binding transaction shall be documented appropriately by written contract, receipt, invoice, voucher, or memoranda delivered in hard copy or electronically to the Town’s finance team.

**SECTION 14. Severability.**

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance, it being the intent of the Town that this ordinance shall stand, notwithstanding the invalidity of any section, subsection, sentence, clause, phrase or portion thereof.

**SECTION 15. Section Headings, Titles.**

Section headings, and titles, etc., are for the purpose of description or ease of use and do not form a part of the text of this Ordinance or any Code or test adopted hereby.

**SECTION 16. Existing Liabilities.**

This Ordinance shall not discharge, impair, or release any contract, obligation, duty, liability, or penalty whatever existing on the date of its enactment. All suits and actions, both civil and criminal pending or which may hereafter be instituted for causes of action now existing or offenses already committed against any law or ordinance affected by the adoption of this Ordinance shall be instituted, proceeded with, and prosecuted to final determination and judgment as if this Ordinance had not become effective.

**SECTION 17.** BE IT FURTHER ENACTED AND ORDERED that this Ordinance shall take effect twenty (20) calendar days after its final approval by the Board of Commissioners of the Town of Upper Marlboro, Maryland, provided that Charter Amendment Resolution 01-2022 amending Section 82-56 of the Town Charter is effective; otherwise, this Ordinance will become effective immediately after said resolution becomes effective pursuant to State law.

**SECTION 18.** BE IT FURTHER ENACTED AND ORDERED that this Ordinance shall repeal and replace Ordinance 2011-02 passed on July 5<sup>th</sup>, 2011.

ATTEST:

THE TOWN OF UPPER MARLBORO

\_\_\_\_\_  
John Hoatson, Town Clerk

\_\_\_\_\_  
Sarah Franklin, President

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

\_\_\_\_\_  
Charles Colbert, Commissioner

\_\_\_\_\_  
Janice Duckett, Commissioner

\_\_\_\_\_  
Thomas Hanchett, Commissioner

\_\_\_\_\_  
Karen Lott, Commissioner

CERTIFICATION

I, the undersigned, hereby certify that I am the Town Clerk of the Town of Upper Marlboro and that the Board of Town Commissioners of the Town of Upper Marlboro at a public meeting at which a quorum was present adopted this Ordinance, and that said Ordinance is in full force and effect and has not been amended or repealed.

In witness whereof, I have hereunto set my hand and seal of the municipal corporation, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
John Hoatson, Town Clerk



# Town of Upper Marlboro

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Mailing address: P.O. Box 280 • Upper Marlboro, MD 20773-0280

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## Policy on Town Credit Cards, Invoice Payments, and Deposits --DRAFT--

### Policy Goal

The Goal of this policy is to ensure a strong checks & balances system within the financial institution of the Town of Upper Marlboro to ensure Town tax dollars are being spent in a responsible and appropriate manner. This policy does not supersede or replace Ordinance 2011-02 Procurement or the Town Charter, this policy is meant to enhance these pieces of legislation.

### Position Responsibilities

Below are each positions' general responsibilities in terms of this policy:

**President/Mayor:** Oversees the Town's fiscal well-being and expenditures. 2<sup>nd</sup> signer of checks over \$5,000

**Treasurer:** Primary signer of all checks, reviews monthly Treasurer's reports.

**Board:** Board of Town Commissioners for the Town of Upper Marlboro

**Town Administrator:** Serves as the Department head for General Government, and serves as the lead staff member for the Town's Financial operations. Has access to Town Bank accounts, and works with the Treasurer, Mayor, and Town Accounting Firm on the higher-level financial operations of the Town.

**Bookkeeper:** Assists the Town Administrator with the day-to-day financial record keeping and operations.

**Chief of Police:** Serves as the Department head for Public Safety and is responsible for all Public Safety expenditures.

**Director of Public Works:** Serves as the Department head for Public Works and is and is responsible for all Public Works expenditures.

**Town Clerk's Office:** Responsible for the receiving and of all bill and invoices that are delivered via the US Postal Service or other means. Also accepts payments made at Town Hall.

### Section 1 Procurement Practices

It is the responsibility of all Town elected officials and Town staff below procurement guidelines are strictly followed. These guidelines are directly from Ordinance 2022-XX Procurement.

Under \$2,000: Department heads are authorized to make purchases under \$2,000

Between \$2,000 and \$10,000: Department heads must obtain at least three proposals or prices and make a recommendation to the President/Mayor.

Between \$10,000 and \$75,000: Requires a minimum of three written quotes or proposals and formal Board approval. A Resolution shall be required for multi-year all contracts and/or purchases over \$10,000.

Over \$75,000: Requires a competitive selection process with Board approval.

## **Section 2 Town Credit Cards & Line of Credit**

Card Issuance: Each Town Department Head is assigned a Town Credit Card in their name for procurement for their respective Town department. The President shall also be issued a credit card for emergency/large purchases only.

Card Limits: Department head credit cards shall be set at a \$5,000 limit. The President's card shall have a \$20,000 limit.

Card Statement Reconciliation: The Town Administrator shall provide department heads with statements to attach receipts and invoices of purchases on that statement. Each purchase shall be deducted from a line item in the Department's budget.

Payment: The Town Administrator shall ensure the cards are paid off on a monthly and routine basis.

Additional Credit Cards & Lines of Credit: An opening of a line of credit, or credit card, requires the approval of the Board of Town Commissioners. The below additional credit accounts are "grandfathered":

- Home Depot Card: Due to the nature of the Public Works department and the concentration of spending at this particular store, it was deemed beneficial to set up a Home Depot credit card with a limit of \$2,000.

## **Section 3 Processing of Invoices & Payment**

Receiving & Distribution: The Town Clerk's Office shall process all incoming invoices that arrive by USPS. This is the preferred method of delivery of invoices. When an invoice arrived by mail or to the Town's general email account, the Town Clerk's Office will forward them to the bookkeeper who will upload them into Town's financial software for approval of department heads. Department heads who receive invoices by email or in person do not need to submit them to the clerk, but still submit them to the bookkeeper and/or financial software system for payment.

Authorization of Payment: Department heads are responsible for all invoices coming from their Department's budget. All invoices coming from line items in their budget must be reviewed and approved prior to being submitted to the bookkeeper and/or financial software system for payment. The bookkeeper cannot authorize any invoices.

Payment: Upon receiving invoices, the bookkeeper shall prepare checks to be signed and attach them to the invoice that they are paying. The checks and invoices shall then be reviewed by the Town Administrator prior to being released for signature by the Treasurer and/or President. Once signed,



checks/payments are to be issued out promptly. Payment shall be made within 30 days of the invoice date.

Overdue Invoices: The Town Administrator shall notify the Treasurer of any invoices intentionally, or mistakenly, left unpaid past the 30 days of the date of the invoice as soon as it is known.

#### **Section 4 Deposits**

Mailed & Walk-In Payment: The Town accepts cash, check, and money order payments at Town Hall. Payments, and their recipes, and then deposited into a locked drop box. This secure deposit box shall be attached to the structure of Town Hall to prevent easy removal. The Director of Finance shall have the primary set of keys, and the Town Administrator a back-up set. The Town Clerk or any other personnel should not have access to this box. The Director of Finance shall, at least once per week, process the deposits from the box, and deposit them at the bank.

Credit Card Payments: There is one terminal at Town Hall for in-person or over the phone payments. The Town charges a 3.5% processing fee for all credit card transactions. If a payment is made in person with a credit card, two receipts shall be printed from the terminal. A copy shall go to the customer and the signed copy is attached to a copy of the payment information sheet outlining what the charge is for and placed in the deposit box. If payment is made by phone, only one receipt needs to be printed, attached to the payment information sheet, and dropped in the deposit box. The daily summary printout shall be placed in the deposit box as well, so that receipts can be reconciled by day.

#### **Section 5 Town Parking Meters**

Parking Meter Coin Collection: The Chief of Police and the Code/Parking Officer are charged with ensuring parking meter coins are collected on a regular basis, not to exceed two weeks in between collection. The current parking meter coin collection equipment the Town has purchased allows for the collector to not have access to the coins. The Chief of Police is responsible for the parking meter coin collection key that grants access to coins.

Coin collection is to be done by at least two staff members, preferably the Code Officer and one Police Officer. When emptying meters, staff is required to swipe the IPS “Coin Collection Card” at each meter emptied so that the system registers the coins being emptied. The coin cart collection bins are to be locked with a keyed lock, of which only the Director of Finance will have. Coin canisters from the meters will be emptied into the cart which fills the locked collection bins. Once collection is complete, the bins will be brought to the bookkeeper to be emptied into sealed coin deposit bags and deposited at the bank that same day. After the bank processes the coins and a deposit is made into the Town’s bank account, the bookkeeper shall reconcile it with the IPS Parking system record of coins collected to ensure accuracy. The Code Officer will then double check the IPS system to ensure all meters have been registered as emptied immediately following each collection.

Parking Meter Credit Card Payment: Payments made by credit cards are to be reconciled by the bookkeeper by checking the bank statements and the IPS system’s records on a monthly basis.

#### **Section 6 Penalties and Investigation**

This policy communicates the actions to be taken for suspected misconduct committed, encountered, or observed by employees and volunteers. Like all entities, the Town of Upper Marlboro faces many risks associated with fraud, abuse, and other forms of misconduct. Our Town is committed to establishing and maintaining a work environment of the highest ethical standards. Achievement of this goal requires the cooperation and assistance of every employee and volunteer at all levels of the Town.

Whistleblower Protection: The Town will consider any reprisal against a reporting individual an act of misconduct subject to disciplinary procedures. A “reporting individual” is one who, in good faith, reported a suspected act of misconduct in accordance with this policy, or provided to a law enforcement officer any truthful information relating to the commission or possible commission of a federal offense or any other possible violation. A simple email to all Commissioners, the Town Administrator, and the Town Attorney regarding possible fraud is considered enough of a notification of possible wrongdoing.

Reporting Procedure: If an employee of the Town of Upper Marlboro has a reasonable belief that an employee or the Town has engaged in any action that violates any applicable law, or regulation, including those concerning accounting and auditing, or constitutes a fraudulent practice, the employee is expected to immediately report such information by following the procedures as detailed in the personnel handbook.

Disciplinary Action: Disciplinary actions are guided by Town of Upper Marlboro Personnel Handbook.

Investigation: The Town Attorney shall work with the Town’s auditing firm to conduct an investigation into possible fraud or misconduct should the need arise.



# Town of Upper Marlboro

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Mailing address: P.O. Box 280 • Upper Marlboro, MD 20773-0280

## MEMORANDUM

To: Board of Town Commissioners  
From: Darnell Bond, Public Works Director  
Date: Tuesday, November 8<sup>h</sup>, 2022  
Re: Snow Equipment Needed

The Public Works team is in need of additional snow removal and treatment equipment for the 2022-2023 snow season.

In January 2022, The Board unanimously approved \$ 2,500 to fix the 7-year-old Fisher salt spreader. In talking with Kohler, (our equipment specialists) they are having a hard time sourcing the parts, the remanufactured parts quote they received from the manufacturer was higher than the original quote, and they can't guarantee that those parts will fix all of the issues. We are proposing to buy a new spreader, and a front plow mount for truck 364 which has neither plow nor spreader. We are proposing the front mount instead of an entire plow assembly due to the significant cost of the plow itself. We currently have two Boss snowplows in which this vehicle can share for the remainder of the fiscal year.

I am requesting that funding be re-allocated from the unspent salaries in the budget, there is adequate funding to purchase the following equipment in this way.

Spreader (Labor included)	\$4,725.00
Plow wiring harness, control module, and frame attachment (Labor included)	\$1,629.96
8Ft Boss plow (If selected)	\$5,045.04
Grand estimated total \$6,354.96 (without plow)	\$11,400

\*Please note\* Truck 216, which can hold roughly 90 bags of salt, is the only truck we have completely outfitted with an adequately sized plow and spreader. Our next line of defense is an 8 ft plow and a tailgate spreader that holds 10 bags of salt. We have had at least 3 instances where the main salt truck or spreader has been down during a wintry weather event. Resulting in lost productivity, increased hours of overtime, and direct contact with salt and elements spreading by hand.

**BOARD OF COMMISSIONERS  
FOR THE  
TOWN OF UPPER MARLBORO**

ORDINANCE: 2019-02  
SESSION: Regular Town Meeting  
INTRODUCED: April 16, 2019

**AN ORDINANCE TO AUTHORIZE AND PROVIDE FOR THE APPOINTMENT AND GOVERNANCE OF ALL COMMITTEES AND OTHER BODIES NOT OTHERWISE PRESCRIBED BY THE CHARTER OR OTHER LAW TO PROVIDE FOR CERTAIN PRACTICES, PROCEDURES AND GOVERNANCE OF SUCH BODIES; BY PRESCRIBING AND PROVIDING FOR THE MEMBERSHIP, CREATION AND COMPOSITION OF CERTAIN BODIES; BY PROVIDING FOR CERTAIN APPOINTMENT PROCEDURES, COMPENSATION AND BUDGETING, TERMS OF APPOINTMENT AND REMOVAL, CONDUCT OF MEETINGS, APPOINTEE LIABILITY AND INDEMNIFICATION, COMMUNICATIONS; AND GENERALLY RELATING TO THE PRACTICES, PROCEDURES AND REQUIREMENTS FOR APPOINTED BODIES OF THE TOWN OF UPPER MARLBORO**

**WHEREAS**, the Board of Commissioners of the Town of Upper Marlboro has authority pursuant to state law and Section 82-17 (Exercise of Powers) of the Town Charter to create committees and other bodies to further the public interest of the Town; and

**WHEREAS**, Section 82-16(2)(p) (Departments) of the Town Charter authorizes the Board to create, change, and abolish offices, departments, or agencies, other than offices, departments, and agencies established by said Charter; to assign additional functions or duties to offices, departments or agencies, established by said Charter, but not including the power to discontinue or assign to any other office, department, or agency, any function or duty assigned by said Charter to a particular office, department, or agency; and

**WHEREAS**, Section 82-16(2)(l) (Community Services) of the Town Charter authorizes the Board to provide, maintain, and operate community and social services for the preservation and promotion of the health, recreation, welfare, and enlightenment of the inhabitants of the Town.

**NOW, THEREFORE, BE IT ORDAINED**, by the Board of Commissioners of The Town of Upper Marlboro sitting in regular session this \_\_\_\_\_ day of \_\_\_\_\_, 2019 the following:

**TOWN OF UPPER MARLBORO COMMITTEE AND OTHER APPOINTED BODIES  
PRACTICES AND PROCEDURES ORDINANCE**

**SECTION 1: AUTHORITY, PURPOSE, SCOPE AND DEFINITIONS.**

A. Authority. Pursuant to Title 5, Subtitle 2 of the Local Government Article of the Md. Ann. Code, and Sections 82–16(2)(p) and 82-17 of the Town Charter, the Board of Commissioners and the President shall be authorized pursuant to this Ordinance or any other duly enacted ordinance to create and establish certain offices, committees and other appointive bodies as deemed necessary to serve the best interests of the Town.

B. Purpose. In addition to authority stated in Subsection A, the purpose of this Ordinance is to authorize and set forth the practices, procedures and requirements for all Town appointed bodies serving the Town. Every committee or other appointed body shall have a specific statement of purpose and function as approved by the Appointing Authority or otherwise prescribed by law. The size of each body shall be no less than three and no more than five people.

C. Scope. Unless otherwise provided elsewhere in the ordinances of the Town, the Town Charter or by authorized resolution, the provisions of this Ordinance shall apply to all committees or other appointed bodies established by Charter, separate legislation of the Board of Commissioners, or by order of the President, as permitted by law.

D. Definitions. The following definitions shall apply to this Ordinance:

- (1.) “Appointing authority” means the Board of Commissioners or the President, as permitted by the Town Charter or State law.
- (2.) “Appointed official” means a person designated by an Appointing Authority to occupy a Town office or perform some delegated power, function or duty on behalf of the Town government.
- (3.) “Committee” means an ad hoc or standing body or individual to whom either the President or the Board of Commissioners have delegated or committed a particular duty in the expectation of their acts or recommendations being confirmed by the Appointing Authority. A committee’s purpose may be solely advisory in nature. A committee may also include a standing group of persons with managerial, supervisory, governmental, planning or investigatory functions having certain expressly delegated powers or functions.

**SECTION 2: PRACTICES, PROCEDURES AND GOVERNANCE.**

A. General. All appointees of the various committees and other appointed bodies of the Town, shall abide by the rules, policies and practices stated in this Ordinance or by any other duly approved ordinance, resolution, including any approved organizational bylaws, or order to ensure the proper

conduct of Town business, proper administrative interaction with agencies outside of the municipality, and proper administration of employees, appointees and other bodies of the Town of Upper Marlboro.

B. Reports. At each Town regular or other designated meeting, a report from each committee or other appointed body shall be made by the chairperson or other proper designee to the Board of Commissioners.

C. Limitations. Unless otherwise provided by State law, the Town Charter, an ordinance or written resolution, including any organizational bylaws passed pursuant to this Ordinance, or another enabling ordinance, a committee or other appointed body shall not have any authority to act on behalf of the Board of Commissioners or the President, nor shall such committees or other appointed bodies conduct hearings or take testimony or public comment unless specifically authorized by resolution or recorded motion of the Board of Commissioners or as otherwise permitted by law. Organizational bylaws shall be approved by the Board of Commissioners.

D. Compensation and budget.

(1.) Appointed body members shall receive no compensation, although they may be reimbursed for actual expenses incurred in the performance of their duties in accordance with appropriations for the various bodies or purposes as made by the Board of Commissioners.

(2.) In general, an individual committee or other body may not always have a defined budget. If a committee or other appointed body anticipates a need to expend funds not currently budgeted, it may request such funds through the President's office. Such a request must be reviewed and evaluation of need, availability of funds, and approved by and Board of Commissioners. For those bodies having budgeted funds set aside for their purposes, no contract shall be entered into except as authorized by Town procurement law.

E. Qualifications. The President shall appoint all members of any appointed bodies created by ordinance or authorized resolution unless otherwise prescribed by other law. Unless prescribed otherwise by law including any approved bylaws of the body, all bodies shall have appointees who shall meet the following qualifications for appointment: (i.) A member shall be a resident or business owner (including not for profits) of the either the Town or the Greater Upper Marlboro area as described by postal address, (ii.), a member shall not be a person employed by or under contract to the Town except as a non-voting member or liaison, and (iii.) a member shall not be a convicted felon, unless otherwise waived by a unanimous vote of the Board of Commissioners.

F. Terms of appointment and removal. Unless otherwise prescribed by law, the terms of appointment for the various appointed bodies shall generally be one year; however, certain appointments may be for two years. Bodies formed for specific purposes may not have definite terms and may exist only until the ordained or ordered purpose is accomplished. The following requirements shall also apply to terms of appointment, and removal or suspension of members:

- (1.) Upon appointment and as a condition thereof, an Appointed Official shall take and subscribe to the oath or affirmation of office as provided for in Section 82-85 of the Town Charter;
- (2.) Members are free to resign at any time, should their personal circumstances prevent continued effective service. A letter of resignation or other writing shall be submitted to the Town Clerk; and
- (3.) Excessive absenteeism, excluding short term illness or necessary travel, is cause for removal of a committee member or other appointee. Unless otherwise prescribed by law, a body's appointee may be removed from office for cause or without cause by the President.

G. Meetings. The body or committee shall be responsible for setting the proposed meeting agenda, unless the body decides on another procedure. A commissioner and/or a staff member may be assigned to coordinate with each body and may assist in drafting the agenda, scheduling meetings, and in the preparation and distribution of meeting materials. The following operating policies and procedures shall also apply:

- (1.) Except for those committees and other bodies that have adopted their own bylaws or rules of procedure, as approved by the Board of Commissioners, and unless otherwise specified by law, the most recent edition of Robert's Rules of Order shall generally be followed when conducting meetings;
- (2.) All committee and other body meetings shall be open to the public after reasonable notice is given and conducted in accordance with the State of Maryland's Open Meetings Law. A body may convene in closed session only for those reasons set forth in State Government Article, Section 10-508(a) of the Annotated Code of Maryland and a body should consult with the Town Clerk prior to considering doing so;
- (3.) Certain bodies may have standing meeting times, while others may meet on an "as needed" basis. Unless otherwise prescribed by law, each committee or body may meet as frequently as necessary to carry out its responsibilities. A body may also cancel a meeting from time to time if there are no agenda items in need of consideration or if a quorum cannot attend. A quorum for conducting business shall be a simple majority of the membership of the committee or other body;
- (4.) Minutes should be kept in accordance with Town regulations regarding meetings as per Resoultion 2022-04 brief and essentially reflect decisions, motions, consensus, votes or recommendations of the body. A copy of the minutes should be sent to the Town Clerk for custodial purposes, who shall forward a copy to the Appointing Authority; and
- (5.) The Board of Commissioners recognizes the importance of civil discourse at all levels of the government including for those who volunteer their time and services on behalf of the Town. Bodies and committees should conduct themselves so as to maintain public confidence in their municipal government and in the performance of the public trust. Disruptive behavior

may result in removal by the committee leadership or the Board of Commissioners of any person responsible for such behavior.

### **SECTION 3: LIABILITY AND INDEMNIFICATION; COMMUNICATIONS.**

A. Member liability. Appointed officials or members of a Town appointed body are considered municipal officials, regardless of whether they receive compensation. Subject to certain exceptions and limitations, state law allows a municipality to indemnify its officials and employees from personal financial loss, while acting in a discretionary capacity, without malice, and within the scope of the official's authority. The Town has purchased liability insurance policies for this purpose and intends to indemnify and defend its duly appointed committee or other body members in substantially the same manner as its other appointed and elected officials.

B. Email usage. The use of electronic mail creates certain issues related to the state open meetings and public records laws. There is no distinction in the law between written and electronic records. As a result, it is likely that email messages written or received in the capacity of a committee or body member are public records which must be made available for public inspection in the same manner as hardcopy documents. Use of one's own home computer and personal email accounts may not exempt such communications depending on the context. Unless subject to a privilege provided for by law, employees and committee members acting in their official capacity should have no expectation of privacy in their use of electronic mail for town purposes. Appointees are encouraged to establish or obtain separate email accounts from the Town or another provider dedicated solely for their use as a Town official.

C. Public Speaking and Communication from Town or Town Committee email of social media accounts. An individual appointed member has a right to speak publicly as a private citizen but should not purport to represent the Town, the body or committee or exercise the authority of the body or committee except when specifically authorized by that body to do so. If members identify themselves as members when speaking as private citizens, it may be perceived that they speak for the body or committee. Such a perception should be avoided. A member who creates this perception may have their access removed from Town and Committee accounts and may be removed from the committee by the Board of Commissioners.

BE IT FURTHER ENACTED AND ORDAINED by the Board of Commissioners of the Town of Upper Marlboro, Maryland that this ordinance shall become effective at the expiration of twenty (20) calendar days following approval by the Board of Commissioners.

BE IT FURTHER ENACTED AND ORDAINED by the Board of Commissioners of the Town of Upper Marlboro, Maryland that this Ordinance shall be posted in the Town Hall office, and it or a fair summary thereof, shall be published once in a newspaper of general circulation in the Town.



Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

THE TOWN OF UPPER MARLBORO,  
BOARD OF COMMISSIONERS

Attest:

\_\_\_\_\_  
Tonga Y. Turner, President

\_\_\_\_\_  
Linda Pennoyer, Commissioner

\_\_\_\_\_  
M. David Williams, Town Clerk

\_\_\_\_\_  
Wanda Leonard, Commissioner

Reviewed and Approved for Legal Sufficiency

\_\_\_\_\_  
Kevin J. Best, Esq.

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



# Town of Upper Marlboro

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## MEMORANDUM

To: Board of Town Commissioners  
From: John Hoatson Town Clerk  
Date: Tuesday, November 8<sup>h</sup>, 2022  
Re: Town of Upper Marlboro Historical Committee

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Commissioners,

Ordinance 2022-07 Moves the Town of Upper Marlboro Historical Committee from having a separate enabling ordinance to have the same enabling ordinance as all other Town Committees.

It does not remove the committee or change any by-laws.

**BOARD OF COMMISSIONERS  
FOR THE  
TOWN OF UPPER MARLBORO**

EMERGENCY ORDINANCE: 2022-07  
SESSION: Regular Town Meeting  
INTRODUCED: October 25, 2022

**AN EMERGENCY ORDINANCE TO AMEND ORDINANCE 2012-02 ESTABLISHING A  
HISTORICAL COMMITTEE FOR THE TOWN OF UPPER MARLBORO**

**WHEREAS**, the Board of Commissioners of the Town of Upper Marlboro has authority pursuant to Sections 82-16 and 82-17 of the Town Charter to create certain offices and committees to further the public interest of the Town; and

**WHEREAS**, the Town has long held that the Town has existed in various forms since 1706 and has a rich history and further has found that there is a continuous need to collect, discover, advance, preserve and disseminate this rich history for future generations; and

**WHEREAS**, the Town has found that it is fortunate to have talented and interested citizens dedicated to advancing the history of the Town; and

**WHEREAS**, in light of the above recitals, the Board of Commissioners formally formed the Historical Committee for the Town of Upper Marlboro with the enactment of Ordinance 2012-02 and now wishes to amend and repeal said ordinance to govern said Committee uniformly like all other similar committees created by the Town under Ordinance 2019-02 entitled as “The Town of Upper Marlboro Committee and Other Appointed Bodies, Practices and Procedures Ordinance;” and

**WHEREAS**, the Board finds that it is in the best interest of the Town to timely reorganize and conform the governance of said Historical Committee pursuant to said Ordinance 2019-02; and

**WHEREAS**, pursuant to 82-11 of the Town Charter, in cases of emergency, the provision that an ordinance may not be passed at the meeting at which it is introduced may be suspended by unanimous vote of the Board of Commissioners, and that every ordinance, unless it is passed as an emergency ordinance, shall become effective at the expiration of twenty (20) calendar days following approval of the Board of Commissioners, and that each ordinance shall be posted in the Town office, and each ordinance, or a fair summary thereof, shall be published at least once, in a newspaper of general

circulation in the Town.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of The Town of Upper Marlboro sitting in regular session this 25<sup>th</sup> day of October, 2022 that the Board of Commissioners has determined that it is in the public interest to repeal Ordinance 2012-02 and continue to establish and govern the Town of Upper Marlboro Historical Committee under Ordinance 2019-02 pursuant to the following conditions and requirements:

1. That the Committee shall report to the Board of Commissioners, in accordance with its bylaws and Ordinance 2019-02, and submit a proposed budget during the month of March, of each year, to the President of the Town.
  
2. That the meetings of the Committee are subject to the Open Meetings Act.
  
3. That the Committee adopt new by-laws in accordance with Ordinance 2019-02 and this Ordinance for approval by the Board as soon as practicable.

**BE IT FURTHER ENACTED AND ORDAINED** by the Board of Commissioners of the Town of Upper Marlboro, Maryland that due to the exigent circumstances and important governmental interests stated in the above recitals and herein and in order to further promote the health, safety and welfare of the Town and the general public, the Charter provision requiring that an ordinance may not be passed at the meeting at which it is introduced is hereby suspended by unanimous vote of the Board of Commissioners, and that this Emergency Ordinance shall become effective immediately following approval by the Board of Commissioners.

**BE IT FURTHER ENACTED AND ORDAINED** by the Board of Commissioners of the Town of Upper Marlboro, Maryland that this Emergency Ordinance shall be posted in the Town Hall office, and it or a fair summary thereof, shall be published once in a newspaper of general circulation in the Town.

ATTEST:

THE TOWN OF UPPER MARLBORO

\_\_\_\_\_  
John Hoatson, Town Clerk

\_\_\_\_\_  
Sarah Franklin, President

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

\_\_\_\_\_  
Charles Colbert, Commissioner

\_\_\_\_\_  
Janice Duckett, Commissioner

\_\_\_\_\_  
Thomas Hanchett, Commissioner

\_\_\_\_\_  
Karen Lott, Commissioner

CERTIFICATION

I, the undersigned, hereby certify that I am the Town Clerk of the Town of Upper Marlboro and that the Board of Town Commissioners of the Town of Upper Marlboro at a public meeting at which a quorum was present adopted this Emergency Ordinance unanimously, and that said Emergency Ordinance is in full force and effect and has not been amended or repealed.

In witness whereof, I have hereunto set my hand and seal of the municipal corporation, this 25th day of October 2022.

\_\_\_\_\_  
John Hoatson, Town Clerk



# Town of Upper Marlboro

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Town Hall, 14211 School Lane      Tel: (301) 627-6905      [info@uppermarlboromd.gov](mailto:info@uppermarlboromd.gov)  
Upper Marlboro, MD 20772      Fax: (301) 627-2080      [www.uppermarlboromd.gov](http://www.uppermarlboromd.gov)  
Mailing address: P.O. Box 280 • Upper Marlboro, MD 20773-0280

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## MEMORANDUM

To: Board of Town Commissioners  
From: John Hoatson Town Clerk  
Date: Tuesday, November 8<sup>h</sup>, 2022  
Re: Town of Upper Marlboro Financial Assistance Program

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The ad-hoc awards determination board for the Financial Assistance program was able to provide the first bit of relief to a resident of the Town of Upper Marlboro. The board consisted of:

- One Resident
- One Church representative
- One representative from each department:
  - General Government
  - Department of Public Safety
  - Department of Public Works

This ad-hoc board reviewed the application and compared it to the criteria for awarding the financial assistance funds. This was a quick and straightforward process.

The Board of Commissioners should discuss whether this is the system that should be used moving forward for awarding financial assistance or if the composition should be modified. The current compilation of the board insulates the decision from political process by keeping it as a purely administrative function.

In addition to determining the compilation of the board, we have received another public comment from a business requesting we reconsider financial assistance for businesses. With COVID-19, many of our businesses have experienced financial hardship due to the global pandemic as well as supply chain breakdown. The financial assistance to businesses would allow many of them to continue operating in the Town of Upper Marlboro.

RESOLUTION: 2022-25

SESSION: Regular Town Meeting

DATED: December 27<sup>th</sup>, 2022

**A RESOLUTION AUTHORIZING SETTING OF FINES FOR PARKING VIOLATIONS, ASSOCIATED FEES, AND RATES OF INCREASE OF FINES, FOR TOWN CITATIONS**

**WHEREAS**, the Board of Commissioners for the Town of Upper Marlboro, a body politic and corporate in the State of Maryland under its Charter and as a municipal corporation; and

**WHEREAS**, the Board of Commissioners for the Town of Upper Marlboro is authorized under Town Ordinance 89-2 to adopt by resolution future penalties, fines and rates of increase of fines upon non-payment as necessary; and

**WHEREAS**, current fines, penalties and rates of increase of fines have remained unchanged for over ten (10) years, and

**WHEREAS**, the Board of Town Commissioners of the Town of Upper Marlboro has considered the desirability of certain changes in the fines currently levied for various parking or traffic violations and fines related thereto; and

**WHEREAS**, the Board of Town Commissioners has determined to make certain changes;

**NOW THEREFORE, BE IT RESOLVED** that the Board of Town Commissioners for the Town of Upper Marlboro exercises its authority to change the following fines as follows:

- Section 1-16 Parked on Expired Meter- Increase from \$25 to **\$35**
- Section 1-17 Parked outside parking space/line- Increase from \$25 to **\$35**
- Section 1-31.1 Parked within 5 (five) feet of a driveway or intersection - Increase from \$50 to **\$60**
- Section 1-31.1 Parked on the sidewalk - Increase from \$50 to **\$60**
- Section 1-31.1 Parked within intersection - Increase from \$50 to **\$60**
- Section 1-31.1 Parked within a crosswalk - Increase from \$50 to **\$60**
- Section 1-31.1 Parked disobeying official sign - Increase from \$50 to **\$60**
- Section 1-31.2 Parked within 6 (six) feet of hydrant - Increase from \$50 to **\$60**
- Section 1-31.2 Double Parked - Increase from \$50 to **\$60**
- Section 1-31.3 Parked with left wheels to edge of the road - Increase from \$50 to **\$60**
- Section 1-31.3 Parked on private property - Increase from \$50 to **\$60**
- Parking in a Snow Emergency Route - **\$60** (New)
- Section 1-33 Parked over 72 (seventy-two) hours - Increase from \$60
- Section 1-33 Parked on public space with expired/missing tags – Increase from \$50 to **\$100**
- Parking in an Electric Vehicle Parking space- **\$100** (New)
- Damaging Parking Meter, Equipment, or Sign **\$100** (New)
- Section 1-31.3 Parked in a handicapped space - \$250 (Same)

Parking in a designated fire lane- \$250 (Same)

AND FURTHER, after thirty (30) days of issuance, all unpaid citation totals shall double; and fifteen (15) days thereafter, if still unpaid, the automobile record will be submitted to the Maryland Motor Vehicle Administration’s vehicle registration flagging program pursuant to Regulation 11.15.21.01 et seq. of the Code of Maryland Regulations (“COMAR”) wherein associated flagging fees will be assessed. Separate administrative flagging fees which shall be paid to the Motor Vehicle Administration in the amount specified by COMAR Reg. 11.11.05.04 and the Town in the amount of \$30.00 shall be in addition to any fee or penalty assessed by the Town for each parking violation reported.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners for The Town of Upper Marlboro, Maryland, that the following fees be set effective January 9<sup>th</sup>, 2023, and remain in effect until a new Resolution is passed.

INTRODUCED and ADOPTED by the Board of Commissioners of the Town of Upper Marlboro, Maryland at a regular meeting on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

THE TOWN OF UPPER MARLBORO

\_\_\_\_\_  
John Hoatson, Town Clerk

\_\_\_\_\_  
Sarah Franklin, President

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

\_\_\_\_\_  
Charles Colbert, Commissioner

\_\_\_\_\_  
Janice Duckett, Commissioner

\_\_\_\_\_  
Thomas Hanchett, Commissioner

\_\_\_\_\_  
Karen Lott, Commissioner



CERTIFICATION

I, the undersigned, hereby certify that I am the Town Clerk of the Town of Upper Marlboro and that the Board of Town Commissioners of the Town of Upper Marlboro at a public meeting at which a quorum was present adopted this Ordinance, and that said Ordinance is in full force and effect and has not been amended or repealed.

In witness whereof, I have hereunto set my hand and seal of the municipal corporation, this 25th day of October, 2022.

---

John Hoatson, Town Clerk

DRAFT

RESOLUTION: 2022-26  
SESSION: Regular Town Meeting  
DATE : December 20<sup>th</sup>, 2022

**RESOLUTION OF THE BOARD OF COMMISSIONERS FOR THE TOWN OF UPPER MARLBORO TO CHANGE AND ADOPT PARKING METER RATES**

WHEREAS, the Board of Commissioners for the Town of Upper Marlboro, a body politic and corporate of the State of Maryland under its Charter, and as a municipal corporation duly empowered by state law to regulate parking and collect parking meter fees; and

WHEREAS, the Board of Commissioners is authorized pursuant to Ordinance 2016-02, as amended, to establish parking meter zones and to set from time to time by resolution the amount to be deposited in the parking meters of the Town, and to establish further or amend any other fees authorized under said ordinance; and

WHEREAS, the Board of Commissioners has determined that there is a need to set new parking meter hours of operation, rates and consequent after-hours rates.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO that it hereby approves, adopts and establishes the following:

1. That as of January 9<sup>th</sup>, 2023, the hourly parking meter fees for Town installed and maintained meters along Main Street, Pratt Street, Water Street, Judges Drive, and Elm Street shall be two and a half (\$2.50) U.S. dollars per hour, Monday through Saturday, between the hours of 6 am and 10 pm, with the exception of all day Sunday and observed Federal Holidays
2. That as of January 9<sup>th</sup>, 2023, the hourly parking meter fees for Town installed and maintained meters along Governor Oden Bowie Drive shall be two and a half (\$2.50) U.S. dollars per hour, Monday thru Friday from 6:00 a.m. until 6:00 p.m., with the exception of observed Federal Holidays, whereby the hourly fee shall be waived. The hourly fee shall also be waived all day on both Saturdays and Sundays.
3. The Town's Church Street Parking lot, and any other off-street public parking lots owned or managed by the Town, will charge \$1 per hour Monday through Friday, from 7 am until 5 pm, and free after hours and on holidays. The hourly fee shall also be waived all day on both Saturdays and Sundays.
4. That these fees will remain in effect until a new resolution is passed.

AND BE IT FURTHER RESOLVED that the hourly fees set by this resolution shall be marked or otherwise displayed on the Town's parking meters, and this Resolution shall be posted on the Town's website and in a conspicuous place in the Town Hall for a period of at least 30 days after its passage.

**Town of Upper Marlboro**

**PASSED** by the Board of Commissioners of the Town of Upper Marlboro, Maryland at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

THE TOWN OF UPPER MARLBORO

\_\_\_\_\_  
John Hoatson, Town Clerk

\_\_\_\_\_  
Sarah Franklin, President

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

\_\_\_\_\_  
Charles Colbert, Commissioner

\_\_\_\_\_  
Janice Duckett, Commissioner

\_\_\_\_\_  
Thomas Hanchett, Commissioner

\_\_\_\_\_  
Karen Lott, Commissioner

CERTIFICATION

I, the undersigned, hereby certify that I am the Town Clerk of the Town of Upper Marlboro and that the Board of Town Commissioners of the Town of Upper Marlboro at a public meeting at which a quorum was present adopted this Ordinance, and that said Ordinance is in full force and effect and has not been amended or repealed.

In witness whereof, I have hereunto set my hand and seal of the municipal corporation, this 25th day of October, 2022.

\_\_\_\_\_  
John Hoatson, Town Clerk



# Town of Upper Marlboro

---

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## MEMORANDUM

To: Board of Town Commissioners  
From: John Hoatson Town Clerk  
Date: Tuesday, November 8<sup>h</sup>, 2022  
Re: Town of Upper Marlboro Ethics Commission

---

Commissioners,

Kyle Snyder, Town Administrator and I recently had a meeting with Kevin Best, Town Attorney to discuss the possibility of creating an Ethics Commission in the Town of Upper Marlboro. Attorney Best provided us some wonderful guidance that we want to share with you. The Town of Upper Marlboro already has an established Public Ethics Ordinance: 2016-04. Here are options available to you.

1. Ordinance 2016-04 was written to address Ethical Standards in the Town of Upper Marlboro.
2. The Town can establish an ethics ordinance with or without an ethics commission without them being mandated by State law since the Town has a full exemption at this time. The typical mandate for filing disclosure forms is a function of State mandates and since you all have none at this time, the Town's ethics ordinance is not required to require disclosure forms and it presently does not.
3. Look at Ordinance 2016-04 Public Ethics to see if it needs to be streamlined and / or strengthened. This could include a, "Code of Conduct" as was discussed in a previous Board Work Session.



# Town of Upper Marlboro

Town Hall, 14211 School Lane  
Upper Marlboro, MD 20772

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[www.uppermarlboromd.gov](http://www.uppermarlboromd.gov)

Mailing address: P.O. Box 280 • Upper Marlboro, MD 20773-0280

## MEMORANDUM

To: Board of Town Commissioners  
From: Kyle Snyder, Town Administrator  
Date: Tuesday, November 1<sup>st</sup>, 2022  
Re: Cleaning & Media RFP Review

Commissioners,

As you are aware, the Board unanimously approved and released Request for Proposals (RFP)# UM 2022-02 Town Media Relations Firm and RFP # UM 2022-03 Town Facilities Cleaning Firm, with the due date for submissions being Monday, October 31<sup>st</sup>, 2022. These RFPs were advertised on the Town's social media, website, and state-wide lists. Below are the firms that responded:

Media Responses:

Feldmann Communications Strategies LLC

Cleaning Responses:

Asac Janitorial Services LLC  
BradCorp Services, Inc.  
Vested Solutions  
Office Pride  
Jones Commerical Cleaning LLC  
Phoenix Cleaning Services, LLC

The Board can discuss the proposals at the November Work session, with plans to get firms approved by the November or December Town meeting.

**RFP # UM 2022-02  
Town Media Relations Firm**

**FELDMANN COMMUNICATIONS STRATEGIES LLC  
COMMUNICATIONS CONSULTANT PROPOSAL**

THIS CONSULTANT AGREEMENT (“Agreement”) is entered into as of the 1st day of January, 2023 (“Effective Date”) between the Town of Upper Marlboro, Maryland (“Client”), and Feldmann Communications Strategies LLC (“Consultant”).

1. Feldmann Communications Strategies LLC (“FCS”) will provide the Town of Upper Marlboro, Maryland (“Client”) with consulting services as mutually agreed upon and described in the attached Statement of Work (“Services”). Any changes to the Statement of Work must be in writing signed by both parties.
2. Client shall pay to FCS, as compensation for the Services, the fees set forth on Exhibit A in accordance with the payment schedule set forth on Exhibit A. Unless otherwise provided on Exhibit A, FCS will invoice Client for the Services Fees monthly. All Fees shall be due and payable within thirty (30) days after the date of Customer’s invoice for Fees due hereunder.
3. Client shall reimburse FCS for all actual and reasonable, client or customer-related business or expenses incurred by FCS in connection with FCS’s duties on behalf of Client provided that FCS shall keep, and present to Client, records and receipts relating to such reimbursable expenses. Such records and receipts shall be maintained and presented in a format, and with such regularity, as Client reasonably may require in order to substantiate Client’s right to claim income tax deductions for such expenses. These expenses must be agreed to by both parties in advance.
4. The Client and FCS may terminate this Agreement at any time with thirty (30) day written notice to the other party, and immediately FCS shall cease providing Services. Upon termination, FCS will be paid for all of the services properly performed prior to termination. Termination of this Agreement will not relieve or release either party from any rights, liabilities or obligations that have accrued under this Agreement or under law, or from liability for any breach of the party’s obligations under this Agreement that occurred before the date of termination.
5. FCS hereby grants to Client a non-exclusive license to use FCS’s trademarks, tradenames, and copyrighted material (“FCS Property”) designated by and belonging to the FCS solely in connection with the Services. Client shall not use or authorize any others to use, distribute or disseminate or cause to be distributed or disseminated, FCS Property in any manner not specifically authorized by this Services Agreement. Client agrees that it shall in no way contest or deny the validity of, or the right or title of FCS in or to such FCS Property, by reason of this Agreement, and shall not encourage or assist others directly or indirectly to do so, during the lifetime of this Services Agreement and thereafter.

6. In addition, Client shall not utilize any such FCS Property in any manner which would diminish its value or harm the reputation of FCS. This provision shall survive the termination of this Services Agreement.

7. Similarly, FCS has the right to list the Client's business name and logo on the FCS website as a current client.

8. The Client and FCS agree to retain in confidence any confidential or proprietary information received hereunder and all information that by the nature of the circumstances surrounding the disclosure, should in good faith be treated as proprietary and/or confidential, and will make no use of such information except in connection with its performance hereunder. This provision shall survive the termination of this Services Agreement.

9. For all purposes under this Agreement, FCS shall be and act as an independent contractor of Client, and nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agency, fiduciary or employment relationship between the Parties. The Parties agree that all individuals performing Services on FCS's behalf are not, for any purpose whatsoever, (a) considered to be employees, independent contractors or agents of Client or (b) entitled to any compensation or employee benefits from Client.

10. No delay, failure or default in performance of any obligation by either party, excepting all obligations to make payments hereunder, shall constitute a breach of this Agreement to the extent caused by force majeure.

11. Neither Party may assign or otherwise transfer this Agreement or any of its rights or obligations hereunder without the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may, upon written notice to the other Party, assign or transfer this Agreement in its entirety to a party that succeeds to all or substantially all of such Party's business or assets, whether by sale, merger, operation of law or otherwise. In such case, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. Any attempted assignment or transfer in violation of this Section shall be null and void.

12. Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representatives of both parties.

13. No waiver of any right shall be effective unless consented to in writing by the Party to be charged with such waiver, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.

14. The Client and FCS, jointly and severally, indemnify, defend and hold harmless one another, their affiliates and their respective directors, officers, employees, agents, successors and assigns from all claims, suits, judgments, costs, liabilities, fines, damages, losses, taxes, penalties, interest and expenses, including reasonable attorneys' fees and related costs, resulting from or arising out of (a) any breach of this Agreement or any warranty hereunder; (b) any act, omission or

performance of any of the services by FCS or FCS's employees, agents or subcontractors; (d) infringement of any trade secret, copyright, trademark, patent or any other intellectual property right of any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Agreement Date first above written.

By: \_\_\_\_\_  
Raymond C. Feldmann  
President & CEO  
Feldmann Communications Strategies LLC

By: \_\_\_\_\_  
The Honorable Sarah Franklin  
Mayor  
Town of Upper Marlboro, MD



## **EXHIBIT A**

### **Statement of Work**

This Statement of Work is made effective 01/01/23, by and between FCS and Client (Town of Upper Marlboro, Maryland).

#### **Description of Services:**

**-MEDIA OUTREACH:** Positive story placement about the Town of Upper Marlboro Commissioners and town staff in local Prince George's and Washington, DC media outlets, as well as media outlets in the Baltimore media market and eventually nationally; Develop positive news and feature stories that help to tell the contemporary Upper Marlboro story: what is taking place today, what steps the Board and staff are taking to change the image and reputation of the town, how they are changing the narrative about the town's relationship with Prince George's County and the state; Assist the Board and staff in developing positive working relationships with area reporters, news editors, and news directors.

**-EVENT PROMOTION AND PUBLICITY:** Provide public relations and media relations support for major signature events taking place in Upper Marlboro, such as Marlboro Day and the Washington International Horse Show. This scope of work will include press release production, media outreach, press conference planning and preparation, etc.

**-SOCIAL MEDIA STRATEGY AND MESSAGING:** Work closely with Board of Commissioners and town staff to develop a strategy for posting content (including photos and videos) on the town's Facebook, Twitter, You Tube, and Instagram platforms; This task will include developing and posting more videos on You Tube to visually highlight positive developments happening in the town.

**-CRISIS COMMUNICATIONS:** Serve as an on-call resource on a 24/7 basis for crisis management and communications involving all aspects of town operations, including the police department, public works, courts, transportation, Mayor's office, Board, etc.; Will serve in a consulting role to the Board and other town staff as appropriate to advise on strategy and messaging during the crisis situation.

**-MEDIA TRAINING AND COACHING (OPTIONAL):** Media training and coaching for Board of Commissioners and town staff as appropriate, as well as event and topic-specific media preparations, throughout the term of this contract. This service will include a half-day, one-time media training session for the new slate of Town commissioners.

The additional cost for this one-time, half-day media training curriculum will be \$2,000 (not included in the fee structure below).

**Billing Rate**

An hourly fee of \$125.00/hour for communications and media relations work performed from the aforementioned Description of Services (not including the one-time media training session).

Notes: This agreement will be in place for a period of 18 months, beginning on Jan. 1, 2023 and ending on June 30, 2024, at which time it is subject to renewal upon agreement of both parties.

**Additional Terms and Conditions:**

Time estimated: As needed basis.

This Statement of Work serves as an Exhibit to the Consultant Agreement.

Agreed and Accepted:

By: \_\_\_\_\_  
Raymond C. Feldmann  
President & CEO  
Feldmann Communications Strategies LCC

By: \_\_\_\_\_  
The Honorable Sarah Franklin  
Mayor  
Town of Upper Marlboro, MD

**ASAC JANITORIAL SERVICES LLC**

**CONTRACT PROPOSAL**

**PROPOSAL PREPARED FOR:**

Company Town of Upper Marlboro, MD  
 Contact/Title Darnell Bond  
 Address 14211 School Lane  
 City, State, Zip Upper Marlboro MD 20772  
 Phone \_\_\_\_\_  
 Email dbond@UpperMarlboroMD.gov

**COMPANY INFORMATION:**

Company ASAC Janitorial Services LLC  
 Contact/Title Mark Moore, President  
 Address 17010 Village Drive West  
 City, State, Zip Upper Marlboro, MD 20772  
 Phone 301.804.0854  
 Email Mmoore@StepAboveClean.com

**PROJECT INFORMATION:**

Title Facilities Cleaning Firm  
RFP # UM 2022-03  
 Address 14211 School Lane

Owner Town of Upper Marlboro  
 City, State, Zip Upper Marlboro, MD

**TRADES BIDDING / SCOPE OF WORK:**

**Town of Upper Marlboro - Monthly Cleaning**



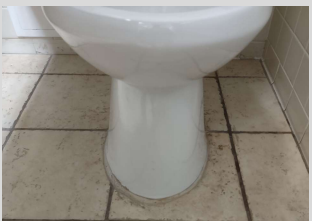
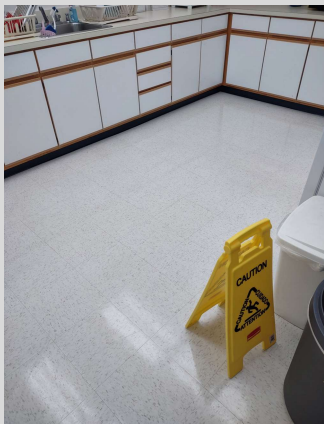
TOWN OF  
**UPPER MARLBORO**

**Area(s) to Include:**

Town Hall Building (square footage: 4,500) | Public Works Office Building (square footage: 900)

**NTE (SQ FT) 5,400**

Personel & Labor Hours	
Total Weekly Hours:	8
1 Cleaner   Monday and Thursday   10:00 am to 2:00 pm	
Cleaning Per Specifications	
1. Empty wastebaskets, replace liner, recycle material in proper receptacles (if applicable)	
2. Dust and disinfect (where appropriate) furniture, including desktops, computes equipment, tables,	
3. Vacuum carpeting and runners (as needed)	
4. Damp mop all tile floors	
5. Clean with sanitary spray and polish to a shine all dispensers, mirrors, sinks, and faucets	
6. Wipe clean and polish all splash areas	
7. Scrub toilet and urinal interiors with a liquid abrasive and flush afterwards	
8. Fill paper towel dispensers and add toilet paper to holders. Leave one extra roll of toilet paper in	
9. Sweep floor, apply solution, clean around wall, under toilets and urinals. Wet mop entire floor	
10. Clean and sanitize drinking fountains and door handles	
11. Clean and remove fingerprints from door glass and interior office windows, and from all glass-topped furniture	
12. Remove trash recycling to appropriate outside dumpster	
13. Inspect area; secure doors and lights (doors s found locked shall be re-locked)	



<b>General Cleaning &amp; Common Areas: (If Applicable)</b>	
x	Dust shelves, furniture, fixtures, window sills, blinds, and ceiling fans.
x	Wipe down appliances, countertops, and spot clean walls.
x	Interior cleaning of microwaves.
x	Cleaning of all building doors, entrance ways, and exterior glass doors.
x	Dust all ceiling fans, switches, outlets, railings, banisters, and posts.
<b>Kitchen Area / BreakRoom: (If Applicable)</b>	
x	Wipe down of kitchen to include appliances, countertops, exterior cabinets, and outside of refrigerator.
x	Polish stainless steel.
x	Sweep, mop, empty all trash bins.
<b>Bathrooms: (If Applicable)</b>	
x	Wipe down of bathroom(s) to include, sink, toilet and/or urinals, baseboards, plumbing & light fixtures.
x	Clean vents and ceiling fans.
x	Dust any furniture, remove cobwebs and bugs/trash that has accumulated in corners.
x	Sweep, mop, empty all trash bins.
<b>Windows: (If Applicable)</b>	
x	Cleaning of window sills and ledges.
x	Cleaning of interior windows and frames.
<b>Floors: (If Applicable)</b>	
x	Floors will be swept and broom cleaned.
x	Floors and Carpets will be vacuumed.
x	Floors will be mopped or steam cleaned if necessary.
<b>Trash &amp; Waste: (If Applicable)</b>	
x	Empty trash in all bins, and place in facility provided dumpster.
x	Clean/pick-up trash around dumpsters.
x	Patrol grounds for trash and debris.
x	Report any violations, deficiencies, problems to management.

Additional Services:	
x	<b>Carpet cleaning &amp; hot water extraction - 1 Per Year</b>
x	<b>High power buffing and waxing (4 coats) wax to be applied - 2 Per Year</b>
x	<b>Interior/Exterior Window Cleaning - 2 Per Year</b>
x	<b>Paper Supplies:</b> Paper towels, toilet paper, seat covers, hand soap, cleaning solution, large and small/medium trash liners - to be supplied to the staff



Buffing & Waxing



Carpet Cleaning



Interior/Exterior Window

**BID PRICES / COST BREAKDOWN**

**Monthly Estimate** **\$852.28**  
**Annual Add On:** **\$1,435.00**

Labor Costs	Monthly Cost	\$593.28
Cleaning & Staff Paper Products	Monthly Cost	\$259.00
Add On: Stripping & Waxing (2)	Annual Cost	\$960.00
Add On: Interior/Exterior Window (2)	Annual Cost	\$475.00
Add On: Carpet Shampooing (1)	Annual Cost	\$0.00

**Line Item Alternate Bids: Labor, Materials, Equipment - N/A**

**EXCLUSIONS / ADDITIONS**

- Construction debris or dumpster removal.
- Out of scope work will be quoted on a case-by-case basis.

**GENERAL NOTES:**

**\*\* Customer signature verifies acceptance of the specifications and the pricing per Scope of Work\*\***

- ASAC and all Staff members are insured and can provide documentation upon request.
- If non- listed items create need for repeat work, an additional charge may be assessed.
- Any charge backs or additional charges will be pre-approved by both parties.
- Estimates are good for 20 (twenty) days from date of submission.

11/20/2022

Expiration Date of Bid Proposal

\_\_\_\_\_  
 Submitted by (ASAC Services Company Representative)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Submitted by (Authorized Customer Representative)

\_\_\_\_\_  
 Date

ASAC Janitorial acknowledges that the quoted estimate is higher than the budgeted amount, however, our figures include all actual costs to provide efficient cleaning, procure a sufficient amount of paper products for your staff, and pay our employees a reasonable wage.

*\* Labor includes all payroll, taxes, insurance, workers comp, and all other employee costs.*

*\* Supplies includes all supplies for the maintenance and upkeep of the building, and paper products for staff. Paper products purchased will be the property of the Town of Upper Marlboro and will be kept on site at all times.*

# **BradCorp Services, Inc.**

7150 Chesapeake Rd. Ste 103 Landover Hills, Maryland 20784 PH (301) 773-3735

October 24, 2022

**Upper Marlboro Town Hall**

14211 School Lane

Upper Marlboro, MD 20772

Dear Darnell Bond,

Let me take this time to tell you how pleased we were to have been invited to present a janitorial service proposal to Upper Marlboro Town Hall.

BradCorp Services, Inc. (BCS) is very clear on the areas of concern expressed by Upper Marlboro Town Hall at our walk-thru. Your concerns of strong supervision, qualified cleaners, stable staff and corporate support are concern of our as well. Our 32 years of experience and our deep involvement with the Building Services Contractors Association International (BSCAI), enables us to address these concerns in a satisfactory manner.

We would like this project to be the beginning of a long and successful partnership between Upper Marlboro Town Hall and BCS.

Our proposal contains the number of staff and hours we have deemed necessary to complete the schedules provided by Upper Marlboro Town Hall. Should you wish to negotiate a change in hours, we are open to discussion and would appreciate the opportunity to present our proposal to you. We will make ourselves available to suit your schedule.

Should you have any questions, please feel free to give me a call on (301) 773-3735

Sincerely,

*Daniel Bradley*

Vice President

MBE Certified (MDOT)

DBE Certified

Local Family Owned (Landover, Maryland)



## EXECUTIVE SUMMARY

BradCorp Services, Inc. is a professional custodial services company founded in 1990. Since our inception, BradCorp Services has consistently met, and exceeded, customer requirements.

- We have excellent references.
- In an industry with desperately high turnover rates, we've had **91% retention** in the past 20 months. Many of our employees have been with us for years and we likewise expect to maximize employee retention on the Upper Marlboro Town Hall contract by treating our employees with dignity, respect, training, and a reason to stay.
- We are cleaning over **1.9 million square feet** of office space everyday.

Highlights of our proposed solution for the Upper Marlboro Town Hall include:

- Thorough, timely cleaning services
- A well thought out, orderly, contract startup and transition plan
- Friendly, accommodating, English-speaking staff
- Ensuring well-trained managers by developing a Manager's Handbook specifically for the Upper Marlboro Town Hall opportunity
- Continual Customer Service and Technical Training for our employees
- A proactive approach to management

BradCorp Services has carefully reviewed the solicitation and has prepared a response that we believe demonstrates the importance of your business to us.

Upon contract award, BradCorp Services will implement solicitation requirements, our Quality Control Plan (QCP), and Contract Startup Plans to ensure a smooth, trouble-free transition.

**We'll work hard to keep your business.**

## COMPLETE APARTMENT'S SERVICE TEAM

The executive staff of BCS is composed of highly skilled individuals who are well-versed in the field of janitorial services. The staff of BSI has enabled us to provide a level of service that has earned BSI an excellent reputation.

***Darrell A. Bradley, President*** - Mr. Bradley has been a successful service provider for more than 10 years. A graduate of the Maryland Drafting Institute his business experience includes the directorship of a janitorial service and a manager of a drafting company. He has substantial top-level management and organizational experience and is the founder of BradCorp Services, Inc. At BSI, Mr. Bradley is a vital player in creating a business niche by developing and directing BSI's commitment to excellence. His leadership style promulgates BSI's goal of providing quality service to customers. His organizational and problem-solving skills have been the main force behind substantial growth.

***Daniel Bradley, Vice President*** - Responsible for managing custodial and building services contracts to more than one hundred accounts within the state of Maryland, employing more than 30 full and part-time employees. Duties include management of day-to-day activities in the areas of personnel, marketing, account management and operations, procurement, stock supply warehouses, fixed asset inventory control, and office administration. Responsible for developing and implementing training programs in safety, management development, supply management, and customer service. Responsible for preparation of financial budgets and monthly expenditure control reports, and quality control of internal and external job sites. Prepare contract proposal and cost estimates for building services and supervision of four area/district managers controlling contracts valued at more than \$1 million annually. Report directly to the corporate owners.

***Sakeenah Shakoor, Director of Human Resources*** – Mrs. Shakoor is responsible for the organizational development of human resources policies and the management of employee relations issues. With over 12 years of successful management and leadership experience, Mrs. Shakoor brings valuable knowledge in the implementation of various human resources practices and objectives. Her human resources knowledge ensures that BSI recruits and hires only the most qualified and experienced employees. Mrs. Shakoor's expertise also provides a balance throughout our marketing division as Director of Marketing.

***Paul Bradley, Director of Operations*** - Responsible for budget preparation, contract negotiation and renewal, and monitoring of more than twenty accounts within the Washington Metropolitan area; all telemarketing activities within the department; and preparation of contract proposal and cost estimates for building services and maintenance of contracts valued at more than \$1 million annually. Responsible for upper level management functions, training, financial budgets and reports, and quality assurance. Served as co-chair of the Safety Committee making policies and recommendations to create a safe work environment. Report directly to the Vice President and Manager.

In order to ensure the successful completion of all contract requirements *without* Upper Marlboro Town Hall prompting, BradCorp Services has carefully constructed a workable, realistic system to prevent deficiencies on this contract.

**Fully trained cleaning staff:** BradCorp Services intends to maximize retention of current functioning custodial personnel. In so doing, we will retain their knowledge and experience on this contract. This will be coupled with training based on the requirements of the solicitation, accepted custodial procedures, hands on management by our Project Manager and Supervisor, on-the-job training, and refresher courses.

**Proper tools:** BradCorp Services shall supply up-to-date tools and processes for achieving the cleaning quality levels that Upper Marlboro Town Hall expects and deserves. These tools will also increase worker productivity.

**Comprehensive scheduling of cleaning tasks:** BradCorp Services has carefully reviewed the contract requirements found in the solicitation and the former contract requirements found in amendment 2. Based on this information and our previous experience, BradCorp Services has outlined a workable schedule. Upon contract award, we shall further hone this outline, make a calendar of dates, and submit a comprehensive schedule (with calendar) to the Upper Marlboro Town Hall for approval. We shall do this for each option year thereafter.

**Self-inspections:** Inspections shall occur on several levels. Individual Maintenance Workers will inspect their work, Team Leaders will inspect the work of their fellow members, and the Project Manager shall perform inspections of the Team Leaders work. Our headquarters shall perform random audits of the site as well.

**Regular Meetings:** BradCorp Services would like to maintain a regular meeting schedule between our PM and the Upper Marlboro Town Hall to ensure that all service requests are being handled promptly. We would also like to review contract successes and challenges, if any. The thrust of the meeting is to ensure that there are no concerns that have not been properly addressed. The PM is required to submit a written report of these meeting detailing any issues that may have arisen--good or bad. Copies of these reports shall be filed on-site with a copy to our headquarters office.

## *Inspection System*

**Checklist:** Our managers shall utilize a Quality Control Checklist to ensure that all tasks have been completed in accordance with contract quality requirements. This QC Checklist is the primary quality verification form to be used on the Upper Marlboro Town Hall project. Please see Appendix A.

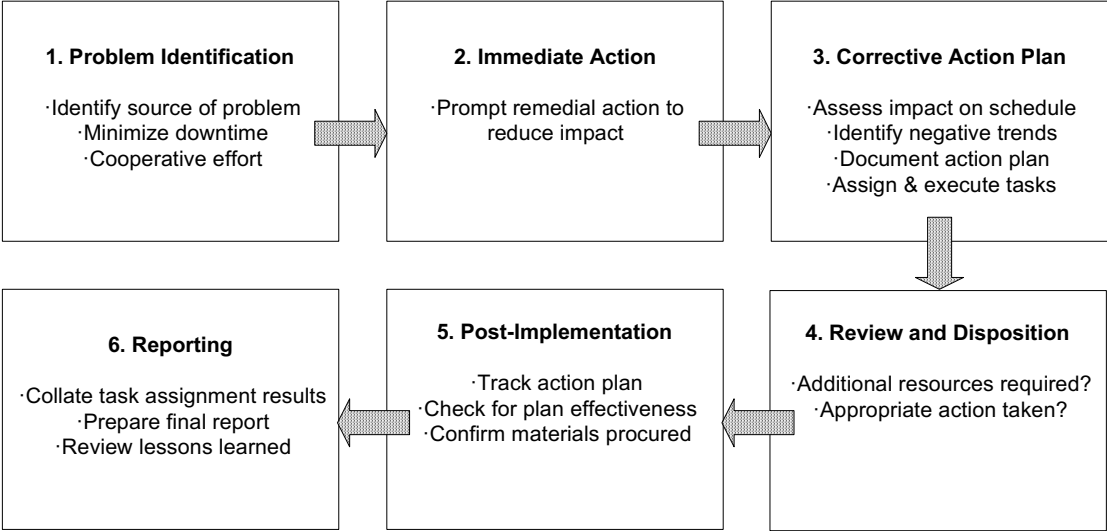
**Types of inspections:** BradCorp Services shall perform: 1) routine inspections of daily work effort, 2) unannounced safety inspections and 3) random audits of the work. Checklists will be used in conducting each type of inspection. For inspection purposes, we will divide the building into public areas and occupied/tenant areas. All public areas are inspected daily and any deficiencies noticed are corrected ASAP.

Inspection of the occupied/tenant area is done weekly by dividing it into five (5) parts, a part for each day Monday through Friday and inspecting a part each day. Conference rooms and executive offices are inspected daily. All inspections shall be documented and kept on file at the site.

*Issue Resolution System*

We recognize that as the project matures, issues can emerge. In order to minimize the impact of such situations, BradCorp Services takes a methodical approach to issue resolution. This approach can be used for both short- and long-term trends and results in Upper Marlboro Town Hall process improvements. Please see Figure 1 for a synopsis of our effective issue resolution plan.

**Six-Step Issue Resolution Plan**



*Figure 1: Issue Resolution Plan*

*Quality Assurance*

An effective schedule is essential in accomplishing all contract tasks. The first step in quality assurance is determining what needs to be controlled. In custodial services, this is accomplished by publishing work schedules. BradCorp Services specifies which services are to be done on specific days, which services are to be done weekly and which services are to be done monthly and which are performed on a periodic basis, e.g., quarterly or annually.

Bradcorp has designed a system for developing schedules that will ensure that *all* requisite tasks shall be executed in a timely, compliant manner without Upper Marlboro Town Hall prompting.

BradCorp Services work schedules will ensure contract compliance, employee accountability and quality assurance. BradCorp Services shall publish work schedules specifying what activities are to be accomplished who will perform the work and the time period in which it shall be performed. All schedules shall be subject to Upper Marlboro Town Hall approval.

**Step 1: Upon** contract award, our contract startup team (which includes the Project Manager and individuals involved) shall develop a master annual schedule which will include all required tasks in accordance with the contract, solicitation. This annual schedule shall be submitted to the Upper Marlboro Town Hall at least five (5) days prior to the contract start date. The Project Manager will have responsibility for updating this schedule for each contract year and for ensuring all work gets done *without* Upper Marlboro Town Hall prompting.

**Step 2:** BradCorp Services shall also develop a 12 month calendar showing the dates for periodic tasks such as stripping and finishing resilient floors. The purpose of this calendar is three-fold: 1) Upper Marlboro Town Hall will know the dates in which the work will get done and 2) BradCorp Services management will not forget periodic tasks and 3) at a glance, management will know what must be accomplished each month *without* prompting from the Upper Marlboro Town Hall. The calendar shall be posted prominently in the office of the Project Manager. The Project Manager will have responsibility for updating this calendar for each contract year.

**Step 3: Upon** completion of the master schedule, BradCorp Services shall break down tasks into the days that they will be accomplished and the Teams/Maintenance Workers who shall perform them. Copies of these daily schedules shall be posted at all times to ensure workers understand their duties and comply.

The following matrix is an example of the scheduling matrix that BradCorp Services shall develop upon contract award listing all requirements, cleaning frequency, inspection frequency, and timework will be accomplished.

The following abbreviations apply:

- |                                |                        |                           |
|--------------------------------|------------------------|---------------------------|
| <b>AR – As Required</b>        | <b>W – Weekly</b>      | <b>SA - Semi-Annually</b> |
| <b>D – Daily</b>               | <b>QTR – Quarterly</b> | <b>A – Annually</b>       |
| <b>2D – Two Times per Week</b> | <b>BM – Bi-monthly</b> |                           |

<i>Functional Area:</i>	<i>Cleaning Frequency</i>	<i>Inspection Frequency</i>	<i>Time of Day</i>
<b>Hallways</b>			
Sweep & Wet Mop	Daily	D	AM
Police Grounds	Daily	D	PM
Empty waste receptacles	Daily	D	AM
Clean Classrooms	Daily	D	PM
Spot cleaning	Daily	D	AM
Detailing Restrooms	Weekly	D	AM
Mop/Buff Resilient	Weekly	M	PM

*Inspection / Follow System Up*

**Checklist:** Our managers shall utilize a Quality Control Checklist to ensure that all tasks have been completed in accordance with contract quality requirements. This QC Checklist is the primary quality verification form to be used on the Upper Marlboro Town Hall project.

**Types of inspections:** BradCorp Services shall perform: 1) routine inspections of daily work effort, 2) unannounced safety inspections and 3) random audits of the work. Checklists will be used in conducting each type of inspection. For inspection purposes, we will divide the building into areas and occupied/tenant areas. All public areas are inspected daily and any deficiencies noticed are corrected ASAP.

Inspection of the occupied/tenant area is done weekly by dividing it into five (5) parts, a part for each day Monday through Friday and inspecting a part each day. Hallways and grounds are inspected daily. All inspections shall be documented and kept on file at the site.

**Managers to perform inspections:** Our **Project Manager, Mr. Bradley**, shall perform all three types of inspections (routine, safety, random) utilizing checklists. The checklist shall be signed and dated by the inspecting individual at the time the inspection is completed. Our **President** shall perform unannounced safety and random audits. Our safety Committee, headed by **Larry Williams**, shall conduct random audits of safety on the work site. Our two **Team Leaders** shall perform routine inspections of the work of their team members ensuring that the rooms sparkle with cleanliness.

**Schedule for completing/reperforming:** In the event that work is not in compliance with the QCP, BradCorp Services personnel shall correct the deficiency immediately after notification. All corrections shall be complete within one (1) business day. The corrections shall be made by the employee whose area was incompletely cleaned. Once the area correction has been made, the Supervisor will initial the report and return it to the PM who will then re-inspect the area to ensure that the proper corrective action has been taken.

## BREAKDOWN OF STAFFING AT TOWN HALL

BradCorp Services has carefully reviewed the solicitation and has prepared a response that we believe demonstrates the importance of your business to us. Upon contract award, BradCorp will implement solicitation requirements, our Quality Control Plan (QCP), and Contract Startup Plans to ensure a smooth, trouble-free transition.

**Hours of operation**                      Tuesday and Friday      7:00 a.m. to 3:00 p.m.  
Four (4) hours each service day

**Staffing**                                      One (1) porter

**Total Staff: One (1) porter**

## CLEANING SCHEDULE

### *Tuesday – Thursday (between the hours of 8:00 a.m. to 3:00 p.m.)*

Empty waste baskets  
Replace trash can liners  
Remove and recycle materials (if applicable)  
Dust and disinfect furniture, desktops, computers, tables, and chairs  
Vacuum carpeted areas and carpeted rugs/runners  
Sweep all vct tile floors  
Damp mop all vct tile floors  
Clean and disinfect all dispensers  
Wipe clean mirrors  
Clean and disinfect sinks and faucets  
Clean and disinfect toilets and basins  
Clean and disinfect urinals  
Clean and disinfect drinking fountains  
Wipe clean and disinfect door handles  
Wipe clean glass doors and interior office windows  
Wipe clean glass topped furniture

### **Annual**

Strip and wax hallway throughout property (additional cost)



## REFERENCES

### **Prince George's County Courthouse**

14735 Main Street  
Upper Marlboro, MD 20772  
Contact: Keith Wharton  
Phone: (240) 346.2878  
Email: [kawharton@co.pg.md.us](mailto:kawharton@co.pg.md.us)

### **Department of Corrections**

1400 Dille Drive  
Upper Marlboro, MD 20772  
Contact: Jonathan Okorokwo  
Phone: (301) 910-4233  
Email: [jeokorokwo@co.pg.md.us](mailto:jeokorokwo@co.pg.md.us)

### **Prince George's County Government**

3415 North Forestedge Road  
Forestville, MD 20747  
Contact: Eric Miller  
Phone: (240) 602-8925  
Email: [eamiller@co.pg.md.us](mailto:eamiller@co.pg.md.us)

### **Maya Angelou Public Charter School**

5600 East Capitol St. NE  
Washington, DC 20019  
Contact: Enje Brown  
Phone: (301) 758-1372  
Email: [ebrown@seeforever.org](mailto:ebrown@seeforever.org)

# COST OF AGREEMENT

**Equipment and Supplies**

We agree to *provide all janitorial equipment and supplies* required to perform the above-specified work.

**Insurance and Bonding**

We carry Comprehensive Liability Insurance in the amount of \$2,000,000.00 bodily injury for each person and \$1,000,000.00 for property damage.

**Terms**

Our rate includes all costs for supervision, employees, wages and insurance required to fulfill the cleaning specifications as outlined in this proposal.

We agree to perform the above outlined services from December 15<sup>th</sup>, 2022 – December 15<sup>th</sup>, 2024.

***Upper Marlboro Town Hall***

Labor: \$1,365.00  
Sales Tax: \$0.00  
**Total: \$1,365.00**

***Additional Services (Upon Request)***

Strip/Wax VCT Tile Flooring - \$2,491.00  
Shampoo Carpets - \$897.00  
Interior and Exterior Windows - \$325.00

This agreement shall take effect as of \_\_\_\_\_, and may be terminated upon 30 days written notice by either party.

The above specified conditions and terms are satisfactory and are hereby accepted.

Upper Marlboro Town Hall

BradCorp Services, Inc.

\_\_\_\_\_  
By Date

\_\_\_\_\_  
By Daniel Bradley Date

Cover Letter

Darnell Bond

*(Director of Public Works)*

**Phone:** (301) 627-6905

**Email:** dbond@UpperMarlboroMD.gov

**RE: Town of Upper Marlboro Facilities Cleaning Firm - RFP # UM 2022-03**

Thank you for the opportunity to submit a proposal for **The Town of Upper Marlboro** for cleaning services for Town-owned and operating buildings:

Monday - Friday

Town Hall Building

14211 School Lane Upper Marlboro MD 20772

Monday-Friday 8am-3pm

Public Works Office Building

5335 Judges Drive Upper Marlboro MD 20772

*Vested Solutions* will furnish at our own expense all labor, tools, materials, equipment, and travel necessary to perform custodial maintenance services for **The Town of Upper Marlboro** for the term of this Agreement which is for a 24-month contract with the Town, with the option for renewal beginning December 15th, 2024.

We use sound judgment and have the ability to work well with and maintain the confidence of **The Town of Upper Marlboro** staff and other customers. Our exceptional ability to deliver services in a timely, safe, and cost-effective manner continues to satisfy our clients. We are qualified and have extensive experience providing custodial maintenance company to provide excellent custodial maintenance and customer service at the City's properties.

We will provide outstanding, regularly scheduled effective, efficient, and a safe high level of cleanliness in accordance with the best standards of practice, custodial maintenance and appropriate supplies to effectively, and safely, maintain a high level of cleanliness for specified City facilities in accordance with the best standards of practice, general City facilities (e.g., Police Department, Library, community centers, parks, etc.). The services provided at these City properties include both scheduled custodial maintenance and non-scheduled custodial maintenance, and unplanned and emergency work. We are able to start the project in less than 30 days, our Maryland office is less than 45 minutes from Upper Marlboro. Our monthly cost would be \$500 per month for 24 months totaling \$12,000.00.

# Proposal Summary

## **Management, Supervision and Quality Control are the key to delivering service**

### **BENEFITS**

- Higher level of cleaning
- Reduced Insurance Cost
- Reduced Turnover
- Increased Customer Service

*Vested Solutions* has a knowledgeable management team with years of experience dedicated to providing efficiency, quality, performance, and maintenance of our contractual janitorial obligations. Our Executive Team together has over 30 years of career experience providing professional Custodial Services. You will find this experience detailed out within this proposal. With this seasoned staff, we are able to provide outstanding service. Our management works closely with all levels of our supervision, to ensure customer satisfaction.

### Highlights

- Our managers will be responsible for On-Site and Off-Site Team Management which includes the Administrative Team, Site Manager, Team Leads and Custodial Professionals.
- Our managers have proven leadership skills, including planning, organizing, leading, and coordinating activities. They establish goals and focus on communicating those goals to their staff to accomplish them. Participation in management techniques, employee relations, and hands-on field training are all part of *Vested Solutions'* management program.
- **Planning** – Identify goals, objectives, methods, and resources needed.
- **Organizing Resources** – Organize Human Resources and administrative functions.
- **Leading** – Establish strategic direction – vision, values, mission, and goals.
- **Coordinating** – Ensure systems, processes, and structures are effective. Ongoing feedback and monitoring.

We implement a detailed job description and schedule to give to our custodial professionals. We detail the expectations of our clients and provide clear and understandable directions. We create real value for the organization we are servicing by going above and beyond our daily needs. We ensure our clients and their patrons will be greeted with a clean facility.

The scope of services for the general City facilities includes:

### **Town Hall Building.**

#### **Bi-Weekly Services:**

The general areas to be serviced twice a week include the following: Lobby & Entrance, Restrooms, General Office Areas, Private Offices, Meeting Rooms, and Hallways.

1. Empty wastebaskets, replace liner, recycle material in proper receptacles (if applicable)
2. Dust and disinfect (where appropriate) furniture, including desktops, computes equipment, tables, and chairs with treated cloth
3. Vacuum carpeting and runners (as needed)
4. Damp mop all tile floors
5. Clean with sanitary spray and polish to a shine all dispensers, mirrors, sinks, and faucets
6. Wipe clean and polish all splash areas
7. Scrub toilet and urinal interiors with a liquid abrasive and flush afterwards
8. Fill paper towel dispensers and add toilet paper to holders. Leave one extra roll of toilet paper in each stall
9. Sweep floor, apply solution, clean around wall, under toilets and urinals. Wet mop entire floor surface
10. Clean and sanitize drinking fountains and door handles
11. Clean and remove fingerprints from door glass and interior office windows, and from all glass-topped furniture
12. Remove trash recycling to appropriate outside dumpster
13. Inspect area; secure doors and lights (doors found locked shall be re-locked).

#### **Bi-Annual Services:**

1. Wax and buff tile and
2. Interior and exterior window washing

#### **Annual Service:**

1. Shampoo carpets.

The scope of services for the general City facilities includes:

**Public Works Office Building**

1. Empty wastebaskets, replace liner, recycle material in proper receptacles (if applicable)
2. Dust and disinfect (where appropriate) furniture, including desktops, computes equipment, tables, and chairs with treated cloth
3. Vacuum carpeting and runners (as needed)
4. Damp mop all tile floors
5. Clean with sanitary spray and polish to a shine all dispensers, mirrors, sinks, and faucets
6. Wipe clean and polish all splash areas
7. Scrub toilet and urinal interiors with a liquid abrasive and flush afterwards
8. Fill paper towel dispensers and add toilet paper to holders. Leave one extra roll of toilet paper in each stall
9. Sweep floor, apply solution, clean around wall, under toilets and urinals. Wet mop entire floor surface
10. Clean and sanitize drinking fountains and door handles
11. Clean and remove fingerprints from door glass and interior office windows, and from all glass-topped furniture
12. Remove trash recycling to appropriate outside dumpster
13. Inspect area; secure doors and lights (doors found locked shall be re-locked)

*Vested Solutions* uses custodial maintenance techniques and Best Management Practices, generally accepted by the industry and manufacturer’s recommendations and accepted industry standards, as applicable according to the on-site conditions and locations. We exercise the care and consideration, as would a prudent property owner. You will find we utilize effective processes in place for safety protocols and to document safety concerns, accidents, or damage to the property. This proposal includes both scheduled custodial maintenance and non- scheduled custodial maintenance, and unplanned and emergency work.

This service will be provided on-site on arrival on the same day or within twenty-four (24) hours of the client's request for services. to complete custodial maintenance services for a term of the contract which is three years, with two one-year options to renew at the City’s sole discretion. **The Town of Upper Marlboro** retains the option to extend the term of the contract for up to one (1) year at the original rates submitted. Consistent with the terms and conditions of the agreement, and upon mutual consent, **The Town of Upper Marlboro** and *Vested Solutions* may execute written amendments.

We demonstrate an acceptable experience level of professional, diversified custodial maintenance services. *Vested Solutions* has over 5 years of commercial custodial maintenance experience performing the work identified in this solicitation, with knowledge of environmentally friendly “green certified” products. In accordance with Government Code Section, 19134 *Vested Solutions* offers all our employees “benefits” including “health, dental, retirement, and vision benefits, and holiday, sick, and vacation pay.” In accordance with the Displaced Janitor Opportunity Act, we are willing to offer any existing employees through the contractor the 1st opportunity to maintain their employment at **The Town of Upper Marlboro** if they desire.

We do hands-on training with our entire staff from the Site Manager to the Custodial Professional. We provide on-site supervisory personnel of a high caliber including bilingual communication ability and all crew members have a working knowledge of English.

Every Team Member is required to complete a series of video training that will educate them on the required cleaning practices and safety regulations of each task prior to going on site. Each video has a scored test that the employee must pass prior to going on site. Upon completion of the video, training employees shadow a seasoned Team Lead or Site Manager to go through detailed training based on the Scope of Work for the client. Each client has a specific policy and procedure cleaning manual that pertains to their scope of work that is readily available to the client upon request.

*Vested Solutions* Cleaning Services can be very beneficial to **The Town of Upper Marlboro** and will keep the facility in a clean, healthy, and safe environment.

## Skill and experience

- **Founded in 2015**
- **Family Owned & Operated**
- **Local Business**
- **Micro, Small, Women, Minority & HubZone Business**

### Company Overview

*Eternal Love, LLC dba Vested Solutions* is a Micro/Small Business Enterprise (SBE), woman-owned, minority-owned, economically disadvantaged, HUBZone family-owned and operated janitorial service LLC company since 2015. Since our establishment, we have been successful in providing janitorial service comparable to the scope, type, size, magnitude, and complexity required in this RFP. Our company is financially stable and able to cover the start up costs of any project size. We hire directly and keep a minimum staff of 25 individuals for a project of this magnitude.

The owner and Executive team have over 10 years of commercial cleaning experience. We have current contracts with government agencies, Airports, Naval Bases, Church's Office Building, schools, and retail stores. Our size and scope allow us to be cost-effective while our commitment to quality and service make us exceptional.

We specialize in cleaning residences (Pre-Post Move-In), commercial offices, nursing homes, office buildings, schools, churches, airports, transit centers, and industrial sites within the Private Sector and for government agencies since 2015 as a Prime Contractor and Subcontractor.

The owner will directly oversee this project. Prior to the Start Date, **The Town of Upper Marlboro** will be provided with a list of each individual, their specific role, and years of experience.

Our corporate office is in Southern California and we have regional offices in MD, Ohio, Vegas, NC, CT, PA, New York, California, and New Mexico. Having these multiple locations allows us to be highly competitive within the industry for our clients. We are highly sought out for job seekers within the industry by providing above minimum wage pay rates, bonuses, and incentives. From the beginning, we have committed ourselves to provide quality service, as a result, we have maintained loyal clients and employees who have stayed with us year after year.

With our adequate amount of staff that demonstrates a competent and professional approach to professional Commercial Janitorial Services 24 hours a day for multiple shifts. We can provide emergency, on-call, and scheduled services immediately upon request. *Vested Solutions* are financially secure to cover the costs of the opportunity holding the proposed value of the bid within our operating account as the open working capital. We certify that *Vested Solutions* is not debarred, suspended, or otherwise declared ineligible to contract with any other federal, state, or local public agency

*Vested Solutions* are efficient and economical; adhere to industry standards and best practices. We continually show our clients how to cut significant costs all the while providing a high level of cleanliness that meets or exceeds your expectations. We clean any size space to the highest standards using industry best practices. We've built a perfect track record by never receiving any deficiencies. Our reputation is built on trust. Once you choose us you won't have to go through the process of finding a reliable cleaning company ever again. We guarantee it since we have never lost an account.

We can get to your site right away, we are responsive and reliable. We work on your schedule – you pick the times and dates that work best for you. By focusing on outstanding customer service, the company has experienced strong consistent growth. We sweat the details. We're not happy unless you're completely satisfied, so we'll get every single detail right.



All employees are subjected to a background check prior to the commencement of work.

Section 5, Item H.

The *Vested Solutions* Project Manager will attend scheduled meetings during the term of this Agreement when requested by either party request a meeting, the other party shall respond within twenty-four (24) hours with an agreed-upon day and time, to take place within forty-eight (48) hours. All meetings shall take place.

With our Executive Team and On-Site Team, *Vested Solutions* will provide **The Town of Upper Marlboro** with professional, satisfactory cleaning services and deliver the image of excellence. Our services are timely, and operations run smoothly. We customize services for each client to make sure that the service we provide is beneficial.

*Vested Solutions* customize its policies and procedures for each contract to fit the needs and requirements of our clients. This allows us to be more thorough and accurate in delivering the contract's requirements. We use the "Scope of Work " requirement as a road map that provides us with directions to avoid any future bumps in the road during the contract.

We have years of commercial cleaning experience providing custodial services to facilities similar to yours in size and similar scope of services. We maintain compliance will all applicable Federal, State, and local rules and regulations and permits.

**Labor, Equipment, Materials, Cleaning Supplies \***

Citibank Financial Buildings (5 Locations) New York, NY Project Manager: Daniel Bhajal (347) 884-6221 Contract: Since 2015 - Present Office Buildings & Banks <b>Min Bldng 35K SQF- Total:265K SQF</b> Value: \$197,000 annually	Isaiah Pinkey Cleveland, Ohio (7) Office Buildings (917) 753 - 6056 Contract: Since 2017 - Present Izz01@icloud.com Min Bldng 28K SQF - Total 234K Value: \$234,000 annually
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State Farm Insurance Agency (4 Locations) Contact: Sheryl Hill Email: SHill014@gmail.com 110 Charleston Drive, Suite 102 Mooresville, NC 28117 (619) 203-1168 Contract: Since 2017 - Present Min Bldg 5,000 SF - Total 35K SQF Value: \$58,000 annually	Curtis Services Contact: Derica Curtis Email: Derica@CurtisServices.com 400 East Royal Lane Irving, TX 75039-3602 Contract: Since 2020 - Present Office Building: 23,000 SQF Value: \$24,000 annually	Genesis Healthcare (5 Locations) Contact: Geannette Parker Email: Geanette.Parker2@Genesisihcc.com (505) 295-5565 x 229 Contract: Since 2015 - Present Nursing Homes & Corporate Office Min. Bldng 42K SQF- Total 255K SQF Value: \$280,000 annually
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Power House World Ministries (8 Churches) Baltimore, Maryland Contact: Bishop Winslow Jr. Email: PowerHouseWorldMinistries@gmail.com (443) 257-1824 Contract: Since 2016 - Present Churches, Daycares, Kitchens & Offices Min Bldng 24K SQF - Total: 256,000 SQF Value: \$174,000 annually	House of Fabulay (3 Buildings) Baltimore, MD Contact: Rhonda Harper RHarphe1464@yahoo.com (443) 804-339 Contract: Since 2015 - Present Retail Store, 2 Offices, Breakroom & Warehouse Min Bldng 2000 SQF - Total 68K SQF Value: \$84K annually
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Palm Springs Airport 3400 E. Tahquitz Canyon Way Palm Springs, CA 92262 (760) 318-3824 office Ed Graff Ed.Graff@palmspringsca.gov Contract: April 2022 - Present 90,000 SQF Value: \$260,000 annually	Mission Springs Water District 66575 Second Street Desert Hot Springs, CA 92240 (760)329-6448 ext.171 Jeff Nutter: Project Manager jnutter@mswd.org Contract: August 2022 - Present 6 Bldgs Total 158K SQF Value: \$40,000 annually	Lemoore/El Centro Naval Base 700 Avenger Ave Lemoore, CA 93245 (443) 929-1152 Officer Dominic Scott: Project Manager DominicScott88@icloud.com Contract: Since 2015 - Present Min 250,000 SQF per location Value: \$305,000 annually per location
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October 19, 2022

Sarah Franklin  
Town Mayor  
14211 School Lane  
Upper Marlboro, MD 20772

D. Bond  
Superintendent  
Public Works  
14211 School Lane  
Upper Marlboro, MD 20772

Dear Mayor Franklin and Mr. Bond,

Thank you for allowing Office Pride to quote you a preliminary price on providing the cleaning for the Upper Marlboro Town Hall and the Public Works Office Building.

I humbly apologize for any past inconveniences in delivering cleaning services to the Town Hall at Upper Marlboro including inconsistent service and mediocre communications between my office and the Town Hall. I take full responsibility for this and have personally remedied the situation. Specifically, I revamped my management team and cleaning team assigned to the Town Hall. Maria Salcedo, the former Operations Manager, Shirley Gonzalez, the former Office Manager, and Heysi Espana, the previous cleaner have been removed from your account. Furthermore, Ms. Salcedo and Ms. Gonzalez have been separated from Office Pride. Mr. Anthony Hawkins is the Day Manager and Quality Assurance Specialist. He is responsible for monthly visits to your office and consistent communications with your office. Ms. Kharka Parnell is the new Office Manager. She is responsible for supporting Mr. Hawkins in delivering quality services to your office and communications with your office. Ms. Kim Phillips is the assigned, English speaking cleaner for your office. She is responsible for ensuring that you have the appropriate supplies and cleaning your office per the specifications during the agreed upon time of 2 pm on Tuesdays and Thursdays.

Since implementing these changes, Ms. Lucy Wade and Detective Johnson have agreed to serve as witnesses of the improved service that Office Pride, particularly Mr. Anthony Hawkins, Ms. Kharka Parnell and Ms. Kim Phillips have provided to the Town Hall.

Moving forward, if given another opportunity to service both the Town Hall and the Public Works Office Building, we have invested in and implemented a business-driven technology to better manage our cleaning operations for all of our beloved customers. With our cleaning management technology, we are able to:

- Effectively Manage Employees
  - Oversee employee attendance and timekeeping through facial recognition and geofencing
  - Track employee locations in real-time

- Efficiently Manage Facilities
  - Provide employees with electronic cleaning checklists by QR coding rooms at customer sites
  - Enabling employees to manage inventory and submit supply requests in real-time
  - Conduct inspections, share feedback and issue work orders in real-time
  
- Strategically and Tactically Communicate with the Town Hall and the Public Works Building Office
  - Submit work requests to Office Pride via customer portal
  - Respond to questions or requests in real-time via our customer portal

Again, we value our business with the Town Hall and the Public Works Building Office (hopefully). We have implemented short-term and long-term solutions to ensure your satisfaction with our services and continue our value-added partnership.

Sincerely,

*Erin Wheeler*

Erin Wheeler  
Owner



# THE SHEPHERD WATERS CORPORATION

DBA: Office Pride Commercial Cleaning Services of Washington, D.C.-Crofton

Office Pride is a leader in the commercial cleaning industry that is committed to a higher level of cleaning and service. We use best practices in materials that follow environmental and safety regulations. Our business was built on a set of core values, and we live and work by them every day.

This Office Pride Commercial Cleaning franchise is a woman and minority-owned, veteran-friendly small business that specializes in janitorial services that includes but is not limited to routine, detailed, customized service, medical, strip/wax, scrub/refinish, carpet cleaning, post construction clean-up, power washing and green cleaning.

## SERVICES COMPANY SNAPSHOT

### JANITORIAL SERVICE

- ✓ ROUTINE JANITORIAL SERVICE
- ✓ FLOOR CARE & CARPET CARE
- ✓ DISINFECTING & SANITIZING
- ✓ POWER WASHING & WINDOW CLEANING
- ✓ POST-CONSTRUCTION CLEANING
- ✓ DAY PORTER SERVICES

### JANITORIAL SUPPLIES

- ✓ CONSUMABLES

### JANITORIAL EQUIPMENT

- ✓ FLOOR EQUIPMENT
- ✓ SANITIZING EQUIPMENT

**We provide services 24/7/365**  
**Fully Insured and Bonded**  
**Licensed for all DMV area**

**Government Business Point of Contact:**  
Erin N Wheeler  
OfficePride.com/0253  
ErinWheeler@OfficePride.com  
410.774.9235  
2121 Baldwin Avenue, Suite 1A  
Crofton, Maryland 21114

## PAST PERFORMANCE DIFFERENTIATORS

- ✓ Diversified Maintenance  
Tampa, Florida
- ✓ KBS Services  
Oceanside, California

- Bonded, Insured, Uniformed and OSHA compliant
- All cleaners are background checked and can be processed for any special security clearance
- Exceptional customer retention earning customer loyalty by regularly exceeding expectations
- One of the most respected full-service commercial cleaning companies in the nation
- Franchise independent, locally owned and operated
- Sustainable cleaning products
- Customized services to meet your specific needs
- Reliable, Consistent, Responsive
- Large staff available providing services morning, afternoon and evening



## NAICS CODES

- 561720 – JANITORIAL SERVICES**
- 561740 – CARPET & UPHOLSTERY CLEANING**
- 238330 – FLOORING CONTRACTORS MAINTENANCE (STRIP/WAX/SCURB)**

**Our Values Make Us Different®**

# ERIN WHEELER

ewheeler@mail.com

12102 Whiston Court  
Bowie, MD 20715

Home: 301-352-9274  
Mobile: 301-526-5546

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## PROFESSIONAL EXPERIENCE

OFFICE PRIDE COMMERCIAL CLEANING, Crofton, Maryland 2013-Present  
*Owner*

- Leads the Human Resources, Sales, Financial Management and Operations functions for the business
- Seeks new directions and ways to improve and grow the company
- Responsible for the final decision on strategic and sometimes operational matters
- Sets the direction and establishes the desired image for the business
- Attends to clients and ensures customer satisfaction. May introduce adjustments to products and services
- Performs all other duties necessary for the organization to achieve its goals.

MITRE CORPORATION, McLean, Virginia 2007-2021  
*Senior Strategic Organizational Communications Advisor*

- Led the development and implementation of strategic communication plans, resulting in the effective awareness, understanding, and acceptance of organizational start-ups or modernizations
- Advised internal and government senior leaders on best practices in strategic organizational communications that increase stakeholder engagement.
- Authored a full range of communication materials, including key messaging, executive presentations, speeches, fact sheets, press releases, and website content to inform stakeholders about program/change management activities.

BOOZ ALLEN HAMILTON, McLean, Virginia 2005-2007  
*Associate*

- Managed a four-person multi-disciplinary team resulting in improved technical capabilities and operational readiness across a 40-person department.
- Coordinated a governance board, aligned business processes and initiatives with strategic goals and created a multi-year fiscal budget to effectively improve business operations.
- Devised business process flow diagrams, process flow charting procedures and workshop presentations as part of a large-scale, multi-year business operations improvement initiative.

IBM BUSINESS CONSULTING SERVICES, Fairfax, Virginia 1999-2005  
(Formerly PricewaterhouseCoopers L.L.P Management Consulting Services)  
*Senior Consultant*

- Coordinated daily operations, resulting in effective management of suppliers, tracking of multiple project plans, and administration of policies and procedures and collection of \$50,000 in services.
- Directed daily international operations of a Program and Change Management Office, resulting in effective administration of policies and procedures and collection of \$10 million in services and expenses.
- Teamed with four programs to develop methods for institutionalizing information sharing as a core business practice, contributing to additional booked sales of more than \$5 million.

## EDUCATION

UNIVERSITY OF MARYLAND, ROBERT H. SMITH SCHOOL OF BUSINESS  
*M.B.A., Concentrations: General Management and Finance, 2006*

UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL  
*B.A. in Political Science, 1999*

**Anthony Hawkins**  
Silver Springs, MD  
(202)-536-7289  
Isaiahbruc6@gmail.com

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**OBJECTIVE**

- Hard-working, driven, ambitious professional seeking a growth opportunity within a meritocratic company. Always willing to debate and advance the best idea to achieve positive business outcomes regardless of the source of that idea.

**SKILLS**

- Great self-starter and can prioritize my workload
- Good listening and communication skills
- Sound ability to understand and follow policies and procedures
- Good writing skills
- Exceptional resource management knowledge, technical skills, and interest in environmental presentation

**EXPERIENCE**

**Office Pride, 2121 Baldwin Ave Crofton, MD 21114 — Operations Manager/Inspector**

September 2022 - Current

- Recruit, select, train, assign, schedule, coach, counsel, and discipline employees
- Communicate job expectations; planning, monitoring, appraising, and reviewing job contributions
- Plan and review compensation actions; enforcing policies and procedures

**MTS, 1100 Wayne Ave, Silver Spring, MD 20910 — DSP**

September 2019 - September 2022

- Provided direct care to those with intellectual and developmental disabilities.
- Performed personal care tasks, including assistance with basic personal hygiene and grooming, feeding, and ambulation, medical monitoring, and health care related tasks.

**Comprehensive Care, 6400 New Hampshire Ave Hyattsville, MD — DSP**

September 2009 - May 2018

- Assisted clients with daily personal tasks, including bathing and dressing.
- Completed housekeeping tasks such as vacuuming, washing dishes and tidying.
- Helped plan client appointments and organize a schedule.

EDUCATION, CERTIFICATES, & TRAINING

**Anacostia High School, 1601 16th St SE, Washington, DC 20020 — GED**

September 1989 - June 1990.

**CPR Certification — 2021**

**First Aid certified — 2021**



# Edlyn Phillip

202-808-6999 | edlynphillip@yahoo.com | 4001 Hayes St NE. Apt 6 Washington, D.C. 20019

## SUMMARY

Passionate and reliable nursing assistant with over 25 years in the medical industry. Exemplar professional in diverse settings including ICU, emergency rooms, nursing homes and home-based assistant daily living. Organize, detailed-oriented and exercises sound judgement with each patient and setting.

## SKILLS

- Public assistance and support
- Medical response
- Community education
- Medical services administration

## EXPERIENCE

**Volunteer Firefighter and EMT, Boulevard Heights Fire Department, May 2018-Current**  
Maryland, MD

- Completing and complying patient care reports and other documentation.
- Providing life supportive care in emergency situations while maintaining patient's safety.
- Supplying excellent customer service and verbal communication in response to 911 calls.
- Assessing patients' conditions and responsiveness to interventions and need for additional assistance.

**Certified Nursing Assistant, Senior Helpers , May 2017-Current**  
Bethesda, MD

- Provide social and emotional support to improve residents' morale.
- Observe changes in physical and mental health to evaluate the course of treatment.
- Assist the nursing staff with medical tasks like taking blood, monitoring vitals with medical equipment and reporting.
- Aid residents with daily hygiene, including showering, oral and peri care, incontinence care, minimizing rashes, sores and soiling.

**Cleaning Crew Member, District Maids Cleaning Services, March 2011-October 2019**  
Maryland, MD

- Vacuumed floors and dusted furniture to maintain organized, professional appearance.
- Handled, labeled and safely stored various hazardous chemicals and solutions to prevent injuries.
- Reduced cleaning time significantly while maintaining company quality standards.
- Sanitized frequented areas and equipment using approved supplies.

**K-12 Tutor, Randall Memorial Methodist Church, August 2006-May 2009**  
Washington, DC

- Prepared and distributed snacks and aftercare meals for students.
- Coordinated students with tutors for their specific area of concentration.
- Engaged in positive exchanges with student members, parents and community members.
- Created activities that promoted development of students' social emotional learning skills. Proven track record of behaviormanagement.

**Certified Nursing Assistant, Howard University Hospital, March 1995-October 2006**  
DC

- Maintained confidentiality of medical profiles while documenting patient's progress.
- Provided assistance with hygiene, errands and with physical support requiring lifting.
- Responded to patients' needs and collected information about conditions and treatment plans from caregivers, nurses and doctors.

## EDUCATION AND TRAINING

Cardiovascular Technology, Southeastern University, Washington DC

## CERTIFICATIONS

Certified Nursing Assistant (CNA) - ABC Training Center  
Emergency Medical Technician (EMT) - WestLink Career Institute  
Cardiopulmonary Resuscitation (CPR) - American Red Cross

**Kharka Parnell**  
**Indian Head, MD 20640**  
**kharkarparnell@gmail.com**  
**240 390 5608**

## **WORK EXPERIENCE**

### **Office Manager**

#### **Office Pride Commercial Cleaning - October 2022 to Present**

- Manages office services by organizing office operations and procedures; preparing payroll; controlling correspondence; designing filing systems; reviewing and approving supply requisitions; executing clerical functions.
- Leads office efficiency by planning and implementing office systems, layouts, and **office equipment procurement**.
- Contributes to team effort by accomplishing related results as the position and changing needs of the team dictates.

### **Teacher/Leader**

#### ***The Living Water Church/Youth Explosion and EvenCare 2016-current***

- Teaches students from the ages of 3-5 and 6-12 the Word of God
- Conducts praise and worship with extreme fun such as arts and crafts, food and how to fellowship.
- Nurtures and cares for infants and children, providing feedings, changing diapers, changing clothes and cleaning.

### **Registered Behavior Technician (RBT)**

#### ***Learn Me LLC - August 2021 to October 2022***

- Built and encouraged kids with autism with their personal goals by targeting behaviors and other circumstances that alters fears, frustration and disappointments that leads to aggression
- Helped bring clarity and freedom to the individuals by building their character, self esteem, value and confidence My main focus is to see
- Assisted individuals to find their identities and bring restoration to families and their environment to make them feel a part of their community.

### **Bus Attendant**

#### ***Office Of Superintendent School Education - 2005 to 2016***

- Enforced safety and order throughout student bus rides
- Participated in continuous mandatory classes
- Selected as employee of the month several times during the course of my employment

### **Dedicated Aide**

#### ***DC Public Schools – 2009-2016***

- Engaged and assisted individual students with Autism
- Supported teachers in a classroom setting with work assignments, one on one support such as bathroom breaks, lunch support, prompting, redirecting and assisting with field trips and behavioral interventions.

## **EDUCATION**

**High school diploma**

Downingtown High School East Campus  
September 1997 to June 2000

**SKILLS**

- Developmental Disabilities Experience
- Autism Experience
- Special Education
- Applied Behavior Analysis
- Behavioral Therapy

**CERTIFICATIONS AND LICENSES**

RBT Certification

**ADDITIONAL INFORMATION**

Served as an expert in working with disabled children with 11 years of experience at DC public schools

# CLEANING SPECIFICATIONS

## Town of Upper Marlboro

14211 School Lane  
Upper Marlboro, Maryland 20772

**Office Pride's brand promise is to demonstrate honesty, integrity, and hard work. We take pride in striving for 100% customer satisfaction.** Office Pride provides *Green Seal* Certified cleaning products and equipment. We are dedicated to creating a cleaner and healthier work environment focusing on your top priorities, consistency and effective communications. We are committed to excellent communication and quick response to concerns and requests.

**\*THESE SPECIFICATIONS COVER THE FOLLOWING AREAS: LOBBY & ENTRANCE, RESTROOMS, GENERAL OFFICE AREAS, PRIVATE OFFICES, MEETING ROOMS, AND HALLWAYS**

### **Two Times Per Week:**

1. Empty wastebaskets, replace liner, recycle material in proper receptacles (if applicable)
2. Dust and disinfect (where appropriate) furniture, including desktops, computer equipment, tables, and chairs with treated cloth
3. Vacuum carpeting and runners (as needed)
4. Damp mop all tile floors
5. Clean with sanitary spray and polish to a shine all dispensers, mirrors, sinks, and faucets
6. Wipe clean and polish all splash areas
7. Scrub toilet and urinal interiors with a liquid abrasive and flush afterwards
8. Fill paper towel dispensers and add toilet paper to holders. Leave one extra roll of toilet paper in each stall
9. Sweep floor, apply solution, clean around wall, under toilets and urinals. Wet mop entire floor surface
10. Clean and sanitize drinking fountains and door handles

- 11. Clean and remove fingerprints from door glass and interior office windows, and from all glass-topped furniture
- 12. Remove trash recycling to appropriate outside dumpster
- 13. Inspect area; secure doors and lights (doors found locked shall be re-locked).

**Bi-Annual Services:**

- 1. Wax and buff tile
- 2. Interior and exterior window washing

**Annual Service:**

- 1. Shampoo carpets.

**PROPOSED PRICING**

**CLEANING/MONTHLY COST OPTIONS**

- 2x per week = **\$432.30 per month plus 6% tax unless tax exempt**

Carpet Shampoo.....	\$0.25 per square foot
Wax and Buff of Tile Floors.....	\$0.35 per square foot
Interior and Exterior Window Washing.....	\$10.00 per window
Extra tasks or special cleaning not on specifications: .....	\$30.00 per man hour

# CLEANING SPECIFICATIONS

## Public Works Office Building

14211 School Lane  
Upper Marlboro, Maryland 20772

**Office Pride's brand promise is to demonstrate honesty, integrity, and hard work. We take pride in striving for 100% customer satisfaction.** Office Pride provides *Green Seal* Certified cleaning products and equipment. We are dedicated to creating a cleaner and healthier work environment focusing on your top priorities, consistency and effective communications. We are committed to excellent communication and quick response to concerns and requests.

**\*THESE SPECIFICATIONS COVER THE FOLLOWING AREAS: ENTRANCE, RESTROOMS, GENERAL OFFICE AREAS, AND HALLWAYS**

1. Empty wastebaskets, replace liner, recycle material in proper receptacles (if applicable)
2. Dust and disinfect (where appropriate) furniture, including desktops, computer equipment, tables, and chairs with treated cloth
3. Vacuum carpeting and runners (as needed)
4. Damp mop all tile floors
5. Clean with sanitary spray and polish to a shine all dispensers, mirrors, sinks, and faucets
6. Wipe clean and polish all splash areas
7. Scrub toilet and urinal interiors with a liquid abrasive and flush afterwards
8. Fill paper towel dispensers and add toilet paper to holders. Leave one extra roll of toilet paper in each stall
9. Sweep floor, apply solution, clean around wall, under toilets and urinals. Wet mop entire floor surface
10. Clean and sanitize drinking fountains and door handles
11. Clean and remove fingerprints from door glass and interior office windows, and from all glass-topped furniture
12. Remove trash recycling to appropriate outside dumpster
13. Inspect area; secure doors and lights (doors found locked shall be re-locked).

## PROPOSED PRICING

### CLEANING/MONTHLY COST OPTIONS

- 2x per week = **\$ 100.00 per month plus 6% tax unless tax exempt**

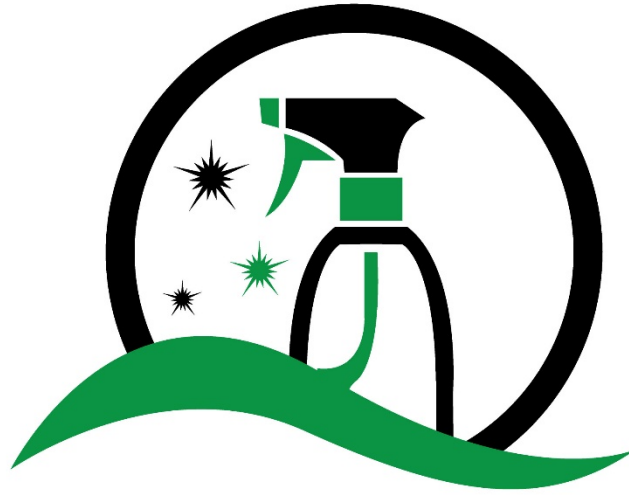
Carpet Shampoo.....	\$0.25 per square foot
Wax and Buff of Tile Floors.....	\$0.35 per square foot
Interior and Exterior Window Washing.....	\$10.00 per window
Extra tasks or special cleaning not on specifications: .....	\$30.00 per man hour

*Office Pride will provide all cleaning equipment and cleaning supplies.*



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# **JONES COMMERCIAL CLEANING LLC**

## **COMMERCIAL SERVICE PROPOSAL**

**Prepared for:  
The Town of Upper Marlboro  
Attn: Darnell Bond**

**October 25, 2022**



October 25, 2022

RE: Commercial Cleaning Proposal

Dear Mr. Bond

Thank you for your interest in Jones Commercial Cleaning and for taking time to speak with me to discuss your cleaning requirements for your properties.

In our initial meeting, we spoke about your properties and identified areas of your current cleaning requirements. We will use only professional cleaning products and supplies to clean. Each member of our staff is well trained in safe and proper cleaning techniques. We will conduct regular follow up, and quality control phone calls and/or visits by our team to ensure your satisfaction.

We are so confident in our services that we guarantee your satisfaction. Jones Commercial Cleaning will respond to and promptly resolve any specific service issues within one business day. A consistently clean space must be viewed as an investment, as it provides a real dollar return by not only projecting an image of professionalism and quality to customers but also creating a safe, healthy environment for your tenants.

Please do not hesitate to contact me should you have any questions, I can be best reached via email at [MJones@JonesCommercialCleaning.com](mailto:MJones@JonesCommercialCleaning.com), or on my cell at 301.996.8739.

Best Regards,

Marriah Jones  
Jones Commercial Cleaning

## Why Choose Jones Commercial Cleaning?

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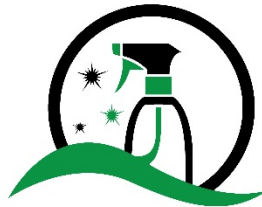
### WHY CHOOSE Jones Commercial Cleaning?

Jones Commercial Cleaning practices high-quality techniques and outstanding client service. We have formed the foundation for delivering exceptional cleaning services.

### 100% GUARANTEED SATISFACTION

Our services will increase your return on investment by providing the following:

- ✓ A well-trained and experienced cleaning crew that you know and trust
- ✓ A comprehensive cleaning schedule designed specifically for your facility
- ✓ Quality assurance processes that consider the client's point of view
- ✓ High-quality cleaning equipment that removes dust and dirt, rather than redistributing it
- ✓ "Green" cleaning chemicals that promote improved air quality
- ✓ Monitoring supplies and informing you when they are low, or restocking them if that is your preference



**JONES COMMERCIAL**  
**CLEANING LLC**

## Twice-weekly Cleaning Schedules

Jones Commercial Cleaning combines our vigorous cleaning and tracking procedures with a cleaning schedule customized for your specific needs. The following schedule has been created for your cleaning needs:

### TWICE-WEEKLY CLEANING SCHEDULE

*Service will be performed at 12 PM, two times per week.*

#### Bi-Weekly Services:

The general areas to be serviced twice a week include the following: Lobby & Entrance, Restrooms, General Office Areas, Private Offices, Meeting Rooms, and Hallways.

1. Empty wastebaskets, replace liner, recycle material in proper receptacles (if applicable)
2. Dust and disinfect (where appropriate) furniture, including desktops, computer equipment, tables, and chairs with treated cloth;
3. Vacuum carpeting and runners (as needed);
4. Damp mop all tile floors;
5. Clean with sanitary spray and polish to a shine all dispensers, mirrors, sinks, and faucets;
6. Wipe clean and polish all splash areas;
7. Scrub toilet and urinal interiors with a liquid abrasive and flush afterwards;
8. Replace paper towels and toilet paper as needed;
9. Sweep floor, apply solution, clean around wall, under toilets and urinals.
10. Wet mop entire floor surface;
11. Clean and sanitize drinking fountains and door handles;
12. Clean and remove fingerprints from door glass and interior office windows, and from all glass-topped furniture
13. Remove trash recycling to appropriate outside dumpster;
14. Inspect area; secure doors and lights (doors found locked shall be re-locked).

**PROCUREMENT OF SUPPLIES**

Jones Commercial Cleaning can stock the following supplies at the expense of the client. Supplies will be reordered once stock levels reach below 20%. Supply items will be billed separately as needed. Supplies costs fluctuate, therefore all supply orders will require client approval prior to purchase.

- Paper products
- Air Freshener
- Hand soap
- Toilet Liners
- Trash can liners (large and small)
- Dispensers and containers

Other stock items may be ordered upon request.

**PROCUREMENT OF CLEANING MATERIALS**

All cleaning supplies and materials will be supplied by Jones Commercial Cleaning. Jones Commercial Cleaning will use standard commercial cleaning products. Should the client wish to use any specialized or above grade cleaning products, Jones Commercial Cleaning will procure such products at the expense of the client. Specialized products will be billed separately.

**PER OCCURRENCE SERVICES**

One Time Deep Cleaning	\$450
Wax and Buff	\$300
Exterior Window Washing	\$125
Carpet Cleaning	\$225

# Compensation Agreement

**CLIENT:** Mr. Darnell Bond  
The Town of Upper Marlboro

**CLEANING LOCATION:** Upper Marlboro Town Hall  
Public Works Office  
Upper Marlboro, MD

**FREQUENCY:** Two days per week in accordance with  
Cleaning Schedule specifications

**START DATE:** December 2022

**PRICE** \$1,100 per month for Twice Weekly Services

**NOTES:** Pricing is valid for 30 days from the proposal date, November 25, 2022 unless specifically extended by Jones Commercial Cleaning at its sole discretion.

**PAYMENT TERMS:** NET FIFTEEN DAYS. Billing occurs at the beginning of every month.

**HOLIDAYS (Days Not Serviced):** Jones Commercial Cleaning Observes all Federal Holidays. All regularly scheduled cleanings that fall on a Federal holiday will be rescheduled for the following business day.

# Professional Janitorial Service Proposal

Prepared for:

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## **Town of Upper Marlboro**

**Job Site:**

### **Town Hall Building & Public Works Office Building**

**14211 School Lane**

**Upper Marlboro, Maryland 20772**

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Submitted By:

### **Phoenix Cleaning Services, LLC**

3602 Varnum St

Brentwood, MD 20722

Jose & Alma Ferrufino

Owners

301-335-2462

Phoenixcleaningsvcs@gmail.com

October 18, 2022

Phoenix Cleaning Services, LLC  
3602 Varnum St  
Brentwood, MD 20722

October 18, 2022

Darnell Bond  
Town of Upper Marlboro  
14211 School Lane  
Upper Marlboro, Maryland 20772

Dear Mr. Bond,

Subject: Janitorial Service Proposal - Town Hall Building & Public Works Office Building

Sincerely,

Jose & Alma Ferrufino  
Owner  
Phoenix Cleaning Services, LLC



Town Hall Building & Public Works Office Building

Professional Janitorial Service Proposal

General

Phoenix Cleaning Services, LLC agrees to provide all labor, supervision, material, and equipment necessary to assure performance of specified cleaning service for the customer. This shall include all services described in the written specifications attached. Phoenix Cleaning Services, LLC agrees to furnish such cleaning service for a period of one year, the dates yet to be agreed upon.

Compensation

2 days per week Professional Cleaning Service Program: \$600.00/mo.

Special Services

Waxable hard surface floors can be stripped and refinished or scrubbed and re-waxed - Price quoted upon request.

Prices quoted upon request

Bi-Annual Services:

- 1. Wax and buff tile and
2. Interior and exterior window washing

Annual Service:

- 1. Shampoo carpets.

Initial Cleaning

Detail cleaning of offices, restrooms, lunchroom and hallways including:

- High and low dusting of horizontal surfaces including desks, sills, cabinets etc.
- Detail vacuum carpeted areas including edges, under desks and behind doors
- Wiping of sides of desks, files, trash cans, doors and cabinets
- Cleaning and sanitizing of telephones including cradle and receivers
- Brushing and or crevice vacuuming of all upholstered chairs
- Wipe clean legs and bases of chairs and tables in offices areas etc.
- Clean all ceiling and HVAC vents in offices
- Wipe clean all restroom partitions, fixtures etc.
- Thorough wiping of all clear areas of office desktops and horizontal surfaces

Price: \$600.00

Service Schedule

Cleaning service operations described in this comprehensive program will be performed 2 days per week.

The cleaning crew will observe holidays observed by the customer. Phoenix Cleaning Services, LLC is

prepared to adapt this work schedule to coincide with the needs and requests of the customer provided that such requests do not alter the cost of operations.

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**Invoicing**

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All invoicing will be itemized according to monthly work or for special tasks. Invoicing will be on the 1st of each month. Payment policy is net 30 days.

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**Supervision**

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Adequate personnel and supervision will be furnished to ensure quality service.

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**Supplies**

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The customer will furnish all consumable products inclusive of but not limited to: toilet tissue, towels, trash liners and hand soap. If desired, Phoenix Cleaning Services, LLC can provide these products and invoice them separately.

Phoenix Cleaning Services, LLC will furnish all cleaning supplies inclusive of but not limited to: cleaning agents, disinfectants, etc.

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**Equipment**

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Phoenix Cleaning Services, LLC will furnish and maintain all necessary cleaning equipment inclusive of but not limited to: floor machines, buffers, carpet extractor, vacuums, maid carts, mop buckets, wringers, mops and brooms. The customer agrees to provide a secure space for storage of this equipment, as may be necessary.

Phoenix Cleaning Services, LLC will comply with current OSHA regulations and proven procedures pertaining to all work performed at the customer's location.

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**Insurance**

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Phoenix Cleaning Services, LLC will furnish all forms of insurance required by law and shall maintain the same in force.

- Comprehensive General Liability
- Property Damage
- Workers' Compensation
- Bonding

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**Employee Status**

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Personnel supplied by Phoenix Cleaning Services, LLC are deemed employees of Phoenix Cleaning Services, LLC and will not for any purpose be considered employees or agents of the customer.

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**Equal Opportunity Employer**

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Phoenix Cleaning Services, LLC is an equal opportunity employer. All necessary employment forms will

be maintained by our office as required by law.

**Our Philosophy**

Phoenix Cleaning Services, LLC is committed to providing quality janitorial services that deliver the highest levels of customer satisfaction.

**Term**

The term of this agreement shall be for a period of one (1) year and shall automatically renew for additional one (1) year periods on the anniversary date of this agreement.

**Cancellation**

This agreement may be terminated or canceled at any time with a minimum of thirty (30) days written notice from either party.

**Agreement**

This Agreement ("this Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_, by and between Phoenix Cleaning Services, LLC, with its principal place of business located at 3602 Varnum St, Brentwood, MD 20722 and Town of Upper Marlboro with its principal place of business located at 14211 School Lane, Upper Marlboro, Maryland 20772.

NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived by the parties they mutually agree to the terms and conditions as outlined above in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date and year first written above.

Phoenix Cleaning Services, LLC

Town of Upper Marlboro

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

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

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**Legusta Floyd, Jr.**  
Chief Executive Officer  
301-780-8849 (office)  
301-780-8826 (fax)  
lfloyd@acclaimusa.com  
P.O. Box-1505  
Clinton, Maryland 20735



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## QUALITY

### COMPANY OVERVIEW

Acclaim USA, Inc. incorporated in 2003 by Legusta Floyd, Jr. to focus on advancing the use of technology in industry service delivery systems to provide superior quality, service, and value. Mr. Floyd, the company's CEO graduated from the University of Maryland (College Park) 1978 with a degree in Institutional Counseling. In 1985 he entered the facility maintenance industry as a Human Development Specialist with Centennial One Building Maintenance company, rising through the ranks to become Regional Vice President in 2001. His expertise and industry innovations are highlighted in the book "Road to Someplace Better" (see appendix). In presenting Acclaim USA to the marketplace in 2003, Jay (as prefers to be called) vowed to introduce the innovation and ingenuity to the marketplace. As he directs Acclaim USA to become a recognized industry leader in service quality and value, "listening" is what he defines as a critical factor in the development of good service programs.

Every Acclaim USA technical service program is predicated on the mission, goals, and objectives of the customer. It begins with the initial connection and good listening. Technical service programs contain innovations customized with service delivery processes that address customer needs.





## TECHNICAL OPERATIONS PROGRAM

The company's industry innovative Acclaim USA-1 (A-1) custodial service system provides the overall *best value* in the achievement of high-quality custodial maintenance services at a competitive market price. The system incorporates elements of Zone, Team and Gang cleaning designs. Elements of Zone cleaning processes are deployed in executive and office areas to maximize detail specific tasks. Elements of Team cleaning processes are tooled in Acclaim USA's A-1 service system and deployed in cubicle and/or group spacing. Gang cleaning elements are deployed in service requirements such as trash removal and periodic services. Acclaim USA's technical operations system utilize task specific equipment, tools, and materials to perform at the highest degree of proficiency. Our product is labor and most important is the management of labor. It is the product and the highest percentage of business cost. Acclaim USA retained 91% of its labor force in 2021 and renewed 100% of eligible contracts because of management leadership in product and service. Though we are rarely the lowest bidder, we take pride in being the best in overall *quality, service, and value*.

We customize each service program with subtle augmentations such linen quality hand towels, automatic soap dispensers and periodic services to elevate housekeeping persona without affecting cost.

Acclaim USA's executive management, industry innovations and strong business partnerships is how we produce the quality you require. We want to be your partner and joyously serve your business success. *Quality, Service and Value* is what distinguishes Acclaim USA from its competition *not by what we say, but by what we do*.







Our technical service program for the Town of Upper Marlboro begins with your specifications and scope-of-work.

## **SPECIFICATIONS & SCOPE-OF-WORK**

### **JOB DESCRIPTIONS**

Employee job descriptions define the degree of education and technical proficiency required for each position as defined in your specifications. The employee job description is the quantitative measure used in recruitment, training, and placement. It requires a signature of understanding and acceptance of its content. The employee job description is one of several administrative tools used in the management of employees.

### **WORK SCHEDULES**

All Acclaim USA employees receive a time sequential work schedule that incorporates safety and security in its design. Task specifications and scope-of-work are incorporated in position descriptions, work schedules and training components. All of which are administered through the management of Acclaim USA employees.

### **MANAGEMENT**

The management of Acclaim USA (*Custom Facility Maintenance*) is led by seasoned professionals integrating technological solutions that positively impact service quality. We believe in being responsive to the needs of our customers and competitive in market pricing.

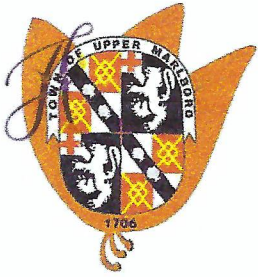
Acclaim USA is supported by a host of true business partners. Our forward-thinking management leadership invites innovation wherever possible. Our business partners provide key management, leadership, and responsibility in defined areas of expertise. This industry innovation has opened small business niche market opportunities while propelling Acclaim USA in industry management leadership and innovation.

Acclaim USA is proud to share what our customers confidently say about our management team and the services we perform. They know from personal experience that we don't just say "*whatever you need, whenever you need it...just give us a call*", we mean it.

### **QUALITY MEASURES**

The Quality Measures program is predicated on a minimum service quality rating of 88%, based on customer service specifications. Each service task is weighted from 1 (poor) to 5 (excellent). Any line item scored below 4 requires a Deficiency Comment (DC) that must be addressed within twenty-four (24) hours. Failure to address the DC can result in progressive disciplinary actions that can lead to employment termination.





# Town of Upper Marlboro

Town Hall, 14211 School Lane  
Upper Marlboro, MD 20772

Tel: (301) 627-6905  
Fax: (301) 627-2080

info@uppermarlboromd.gov  
www.uppermarlboromd.gov

Mailing address: P.O. Box 280 • Upper Marlboro, MD 20773-0280

## Request for Proposals

### Town of Upper Marlboro Facilities Cleaning Firm

RFP # UM 2022-03

**Project Overview:** The Town of Upper Marlboro is seeking proposals from firms handle the cleaning services for Town-owned and operating buildings described below.

#### Description of Work – Town Hall Building (square footage: 4,500)

14211 School Lane Upper Marlboro MD 20772

Timeframe of Services (Monday-Friday)

#### Bi-Weekly Services:

The general areas to be serviced twice a week include the following: Lobby & Entrance, Restrooms, General Office Areas, Private Offices, Meeting Rooms, and Hallways.

1. Empty wastebaskets, replace liner, recycle material in proper receptacles (if applicable)
2. Dust and disinfect (where appropriate) furniture, including desktops, computes equipment, tables, and chairs with treated cloth
3. Vacuum carpeting and runners (as needed)
4. Damp mop all tile floors
5. Clean with sanitary spray and polish to a shine all dispensers, mirrors, sinks, and faucets
6. Wipe clean and polish all splash areas
7. Scrub toilet and urinal interiors with a liquid abrasive and flush afterwards
8. Fill paper towel dispensers and add toilet paper to holders. Leave one extra roll of toilet paper in each stall
9. Sweep floor, apply solution, clean around wall, under toilets and urinals. Wet mop entire floor surface
10. Clean and sanitize drinking fountains and door handles
11. Clean and remove fingerprints from door glass and interior office windows, and from all glass-topped furniture
12. Remove trash recycling to appropriate outside dumpster
13. Inspect area; secure doors and lights (doors found locked shall be re-locked).

#### Bi-Annual Services:

1. Wax and buff tile and
2. Interior and exterior window washing

#### Annual Service:

1. Shampoo carpets.

#### Description of Work – Public Works Office Building (square footage: 900)

5335 Judges Drive Upper Marlboro MD 20772

Timeframe of Services (Monday-Friday 8am-3pm)

1. Empty wastebaskets, replace liner, recycle material in proper receptacles (if applicable)

2. Dust and disinfect (where appropriate) furniture, including desktops, computes equipment, tables, and chairs with treated cloth
3. Vacuum carpeting and runners (as needed)
4. Damp mop all tile floors
5. Clean with sanitary spray and polish to a shine all dispensers, mirrors, sinks, and faucets
6. Wipe clean and polish all splash areas
7. Scrub toilet and urinal interiors with a liquid abrasive and flush afterwards
8. Fill paper towel dispensers and add toilet paper to holders. Leave one extra roll of toilet paper in each stall
9. Sweep floor, apply solution, clean around wall, under toilets and urinals. Wet mop entire floor surface
10. Clean and sanitize drinking fountains and door handles
11. Clean and remove fingerprints from door glass and interior office windows, and from all glass-topped furniture
12. Remove trash recycling to appropriate outside dumpster
13. Inspect area; secure doors and lights (doors found locked shall be re-locked).

**Budget:** The monthly cost of the services should not exceed \$600.00 per month.

**Deadline:** Responses to this RFP are to be submitted by Monday October 31st, 2022, at 5pm. By Mail: Town of Upper Marlboro P.O. Box 280 Upper Marlboro MD 20773. By Email: [Info@UpperMarlboroMD.gov](mailto:Info@UpperMarlboroMD.gov). In-Person: Upper Marlboro Town Hall 14211 School Lane Upper Marlboro MD 20772.

**Selection Process and Criteria:** This RFP is for a 24-month contract with the Town, with the option for renewal beginning December 15th, 2024. Town Elected Officials will participate in the process of selecting the appropriate firm. Proposals will be evaluated based on:

- Adequacy of the proposed methodology of the vendor
- Skill and experience of key personnel
- Demonstrate company experience
- Other technical specifications (designated by program requesting proposals)
- Compliance with administrative requirements of the request for proposal format, due date etc.
- Results of communications with references supplied by vendor
- Ability/commitment to meeting time deadlines
- Cost
- Minority – or women-owned business status of vendor
- Business located within Town limits or local to Upper Marlboro area.
- Other (specified by program)

**Rejection Of Submissions:** The Town reserves the right to do the following: reject any or all submissions, waive informalities and irregularities in the submissions received, and accept any portion of any submission if deemed in the best interest of the Town.

**Incurring Cost:** The Town is not liable for any cost incurred by entities prior to executing a contract or purchase order.

**Point of Contact:** Darnell Bond, Director of Public Works, can be reached at 301-627-6905 or [dbond@UpperMarlboroMD.gov](mailto:dbond@UpperMarlboroMD.gov) with any questions.

Thank you for your interest in this Request for Proposals from the Town of Upper Marlboro.





**TRAINING** – Our skills and development training method is predicated on providing information repetitively through the stimulation of our human senses (hearing, sight, smell, taste and/or touch). We believe learning should be fun, thus use creative cerebral and physical interactive processes to stimulate the receptiveness of information through familiar everyday natural processes. Our techniques deliver information repetitively through sensory variation; we **TELL, SHOW, DO** and **REVIEW**. Some learn best through an *audio* means; thus we may *tell* an experiential how to story for disseminating the information. Some learn best by demonstration, thus we *show*. Some learn best through practice; thus we provide opportunity to *do*. To ensure learning has taken place we *review* using hands-on, oral or written recital to evaluate learning.

#### **WE RETAIN**

**10%** of what we **read**

**20%** of what we **hear**

**30%** of what we **see**

**50%** of what we **see and hear**

**80%** of what we **say**

**90%** of what we **say and do**





**WORKPLACE SAFETY.** Safety is a significant hidden cost in the facility maintenance industry. Acclaim USA invests heavily in workplace safety education and training as a service to our employees, customers and the general public. Workplace safety adds value to our business and incorporated in every aspect of our business services. Some of the development programs offered by Acclaim USA’s Corporate College are; Hazardous Communication Standards, Material Safety Data, Occupational Safety Hazards Administration Form 300, Personal Protective Equipment, Blood born Pathogen Training, Ladder/Lifting and Chemical Dilution Control.

**ACCLAIM USA, INC.**  
*Custom Facility Maintenance*  
**SAFETY & HEALTH MANUAL**  
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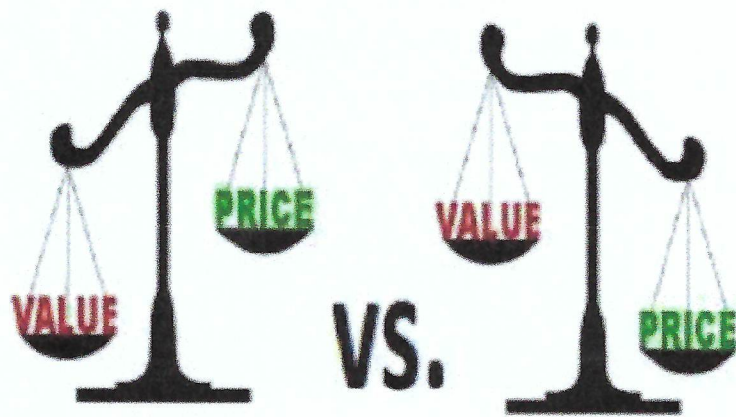




## THE ACCLAIM USA ADVANTAGE

We are pledged to provide our customers with unsurpassed *value*, fulfilling every requirement and more. We are pledged to provide every customer with unsurpassed *quality*, providing performance analytics defined by your specifications and made available in real time. We are pledged to provide every customer with a commitment to perform *service* excellence and then some, attending to the needs of employees, customers and actively participating in the communities in which we serve.

Acclaim USA provides a work environment that encourages employees to maximize their potential through personal and professional growth. We have a bilingual staff to facilitate language barriers where necessary. Every Acclaim USA employee is trained and certified by industry professionals. Integrity is a core value of Acclaim USA; we strive to provide a work environment in-which employees are proud to wear the uniform. We are confident the value of our service will be recognized in the quality we produce. We accomplish this by being transparent.





*Acclaim USA Budget Sheet*

Job Name: Town of Upper Marlboro  
 Total Square Footage

Number of Employees	Position	Daily Hours	Annual Days	Hourly Rate	Total Hours	Total Cost
1	Working Supervisor	4	104	\$16.00	416	\$6,656.00
1	Maintenance Specialist	4	104	\$15.00	416	\$6,240.00
3	Periodic Services	8.00	4	\$15.00	96	\$1,440.00
Total Hours					<b>512</b>	
Total Labor Cost						<b>\$14,336.00</b>
Labor Burden						<b>\$3,297.28</b>
Other Direct Cost						<b>\$2,626.46</b>
Materials and Supplies						
Motorized Equipment						
<b>Subtotal</b>						<b>\$20,259.74</b>
G & A						\$2,025.97
<b>Contract Cost</b>						<b>\$22,285.71</b>
Profit						\$1,114.29
<b>Total Contract Cost</b>						<b>\$23,400.00</b>
<b>Total Monthly Contract Cost</b>						<b>\$1,950.00</b>

*Jan 10/28/22*





# INTERCRUISES

SHORESIDE & PORT SERVICES SM

Section 5, Item H.

July 22, 2019

Sabrina Hicks

Operations Manager, Baltimore

[s.hicks@intercruises.com](mailto:s.hicks@intercruises.com)

(410) 733-4994

To Whom It May Concern:

I am writing in reference to Acclaim USA Inc., Custom Facility Maintenance's Operations Manager, Herber Ayala and his team. Mr. Ayala currently has a team assigned to the Cruise Maryland terminal in Baltimore. During the past three years under my tenure, I have witnessed this team in action taking exceptional care of the cleanliness of the entire terminal. They have done an outstanding job and often receive compliments from my staff and guests on how well the restrooms are maintained throughout the day. A normal day at the terminal, consist of thousands of guests being processed through debarkation and embarkation. There are many incidents of spills made by guests, where the team responds without delay to quickly address and clean. This team is focused, professional, friendly and punctual. Simply an awesome team with high standards! I would highly recommend Acclaim USA Inc., Custom Facility Maintenance for any company looking for an excellent cleaning service team.

Best regards –

*S.Hicks*  
Sabrina Hicks





# Town of Upper Marlboro

Town Hall, 14211 School Lane  
Upper Marlboro, MD 20772

Tel: (301) 627-6905  
Fax: (301) 627-2080

[info@uppermarlboromd.gov](mailto:info@uppermarlboromd.gov)  
[www.uppermarlboromd.gov](http://www.uppermarlboromd.gov)

Mailing address: P.O. Box 280 • Upper Marlboro, MD 20773-0280

## MEMORANDUM

To: Board of Town Commissioners  
From: Kyle Snyder, Town Administrator  
Date: Tuesday, November 1<sup>st</sup>, 2022  
Re: Service Lane Dumpster Agreement

Commissioners,

Several months ago, the Town began receiving numerous complaints from residents, businesses, and visitors, regarding a large amount of trash, debris, and vultures being at the three large dumpsters along Service Lane that are owned by JLH PROPERTIES II LLC and placed there for the businesses renting in their buildings on Main Street. Upon inspection of the site, it was determined that these dumpsters had been placed on public property without the consent of the Town for decades. The property is owned by the post office, but the Town entered into a shared use agreement with the post office to use part of the property for stormwater management efforts.

The Town has been in communication with the property manager, who obtained permission from the Post Office to have the dumpsters there, but now need consent from the Board of Commissioners. The Town is requesting the owner install a 6ft dumpster screening fence that is locked when not in use to help manage residents' concerns. The Town is also asking for a small annual fee to assist with the maintenance of this commercial trash center on public property.

Attached is a draft letter prepared by the Town Attorney, an aerial overview of the site in question, the consent from the Post Office, and the Deed of Easement between the Post Office and Town from 1995.

[Town Letterhead]

October \_\_, 2022

JLH PROPERTIES II LLC &  
JLH PROPERTY MANAGEMENT, LLC  
13204 Duley Staton Rd.  
Upper Marlboro, MD 20772

**RE: THE TOWN OF UPPER MARLBORO REVOCABLE, NON-EXCLUSIVE LICENSE AND PERMISSION FOR THE OWNER OF 14604 MAIN ST. IN UPPER MARLBORO TO ENCUMBER TOWN EASEMENT LOCATED ON ADJOINING POST OFFICE PROPERTY**

Dear Managing Member of JLH PROPERTIES II LLC:

I am writing regarding your company's request as the owner of Parcel 122, Tax Account: 0231167 to maintain dumpsters within a Town easement located on Parcel 162, Tax Account: 0249268 off the Town Service Lane. The Deed of Easement for storm drainage in favor of the Town is located on U.S. Postal Service (USPS) property recorded in 1995 in the County Land Records in Liber 10190, Folio 539.

A "revocable" easement gives the Town a limited property right to operate and maintain a storm drain facility within a ~15' x 123' strip of land near the 90-degree bend in the Service Lane (SHA Municipal Route No. 0110). (See the aerial image with the area of the easement drawn, attached hereto and incorporated herein by reference.)

Since the dumpster(s) is/are to be located within the Town's easement and on the USPS's fee simple parcel, the renter, beneficiary or user of the dumpster and/or the waste company must obtain permission (i.e. a license or easement) from both the Town and the USPS to place a dumpster on the Town's easement within the USPS's real property. The Town's easement does not permit the Town to convey rights of usage of USPS property it does not enjoy. Furthermore, the Town's easement is for a limited purpose; however, the Town also regulates dumpsters by ordinance through its State delegated police powers.

The Town is in receipt of a letter dated August 25, 2021, from the Upper Marlboro Postmaster Napoleon Thompson, giving your company permission to keep its tenants' three (3) dumpsters at the rear of USPS property (Parcel 162, Tax Account: 0231167) near the Service Lane. The Town understands that the local postmaster has granted you permission to continue to store your dumpsters on the USPS parcel.

Since the Town enjoys a stormwater drainage easement at the same location, the Town hereby likewise grants you permission in the form of a revocable, conditional, nonexclusive license to continue to store your dumpsters on the Town's easement located on the USPS parcel (Parcel 162) abutting the Town's Service Lane (MUN. Route No. 0110). As a condition of this license or permission, your firm is required to fence in the area surrounding the dumpster(s) with a 6 ft.

privacy fence and gates pre-approved by the Town that are to remain locked and in good workable condition and to obey all laws and ordinances of the Town regarding the use and maintenance of said dumpster(s) and JLH PROPERTIES II LLC shall further agree not to infringe or impair any rights or obligations of the Town under its referenced storm drain easement located on USPS property. JLH shall also agree to pay the Town an annual fee of \$1,000 to assist with the maintenance of the parcel.

Thank you for your cooperation in this matter and do not hesitate to call, write, or email if you wish to discuss this further. If you agree to the above, please sign the certificate below.

Sincerely,

Sarah Franklin  
President

CERTIFICATION

BE IT WITNESSED HERETO: The parties signing below by their duly designated representatives hereby certify and enter into this Revocable and Non-exclusive License Agreement and consent to the terms and conditions of said license agreement described in the above letter.

JLH PROPERTIES II LLC

THE TOWN OF UPPER MARLBORO

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: Sarah Franklin  
Mayor  
Date: \_\_\_\_\_

Attachments:

- (1) Letter of permission dated august 25, 2021 from Upper Marlboro Postmaster
- (2) Deed of Easement for storm drainage in favor of the Town located on U.S. Postal Service (USPS) property recorded in 1995 in the County Land Records in Liber 10190, Folio 539.
- (3) Aerial image with the area of the easement.

# SW Easement & Dumpster



Upper Marlboro Post Office  
14805 Elm St.  
Upper Marlboro MD 20772-9998

August 25, 2021

Re: Dumpsters 14514 Main Street

To Kyle Snyder

USPS gives JLH Property Management LLC permission to keep their three (3) dumpsters at the rear of our property in the alley way. The said dumpsters have been located there for at least 15 years. They are actually located on the outside of the fence in the rear of our parking lot.

I spoke with Patti Crissey, and told her it was fine for the dumpsters to stay where they are currently located.

Sincerely,

*Napoleon Thompson*  
Postmaster Upper Marlboro  
301.627.4331





CLERK OF THE  
CIRCUIT COURT

JUN 14 10 51 AM '95

DEED OF EASEMENT  
FOR  
STORM DRAINAGE  
FROM  
UNITED STATE POSTAL SERVICE  
EASTERN REGION, OWNER  
TO  
TOWN OF UPPER MARLBORO, MARYLAND

The Undersigned United States Postal Service (hereinafter Postal Service), an Independent Establishment within the Executive Branch of the Government of the United States, GRANTOR, in consideration of the completion by the Town of Upper Marlboro, Maryland, GRANTEE, of the initial construction of the storm sewer connection and improvements including an oil-grit separator, underground storm drain line and manhole for the sole uses and benefit of the Postal Service's real property and the promise to clean, maintain, repair, and reconstruct the referenced improvements, subject of this easement, and the further promise that GRANTEE shall restore the Postal Service's parking lot to the condition it was prior to the commencement of the construction of the herein described storm sewer connection and in addition shall repave and resurface the easement area of the parking lot as required in the sole discretion and judgment of the GRANTOR. In consideration of which promise the GRANTOR hereby remises, releases, and quitclaims, a revocable easement to go in, under and upon that certain land situated on Postal Service real property known as Upper Marlboro Post Office, described as follows:

SEE SCHEDULE "A" and ATTACHMENT

GRANTEE shall construct, reconstruct, maintain, clean, operate,

repair, and patrol a storm water sewer connection under, and across said premises to a storm sewer collector in the Service Lane more fully shown on the plat attached hereto and made a part hereof. Said easement is a strip or area of said land approximately fifteen (15) feet wide and approximately one hundred twenty-three (123) feet in length as shown on the plat and described in Attachment A. The purpose of the within easement is to provide a storm water collection and transmission from the Postal real property to the GRANTEE'S storm water drainage system. The herein described portion of the real property owned by the Postal Service shall be used for the benefit of the GRANTOR herein, and its assigns.

The GRANTEE further promises that, after the initial installation and accompanying repaving aforementioned, if, at any time work is required on GRANTOR'S property, the GRANTEE shall first obtain permission of the Postmaster of the facility, which permission shall not be unreasonably withheld and coordinate the work with the needs of the Post Office for ingress and egress to its loading dock and restore the property to as near the same condition existing immediately prior to the commencement of the required action as, in GRANTOR'S sole judgment and discretion is reasonably practicable.

GRANTEE and GRANTOR further agree that should the GRANTEE fail to clean, maintain, repair, or reconstruct the storm water line or appurtenant structures including the oil-grit separator or to

restore the property as required herein the easement shall terminate.

TO HAVE AND TO HOLD the aforesaid right, privilege, and easement unto the GRANTEE, its successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed in its name by its duly authorized officer, this 6th day of JUNE, 1995.

Witness:

Donald M. Eirick 6/6/95

By:

Samuel D. Weinberg
Contracting Officer
COLUMBIA MD FACILITIES SERVICE
OFFICE, US POSTAL SERVICE
P.O. Box 701 COLUMBIA, MD
21045-0701

STATE OF MARYLAND

COUNTY OF

Personally appeared before me, SAMUEL D. WEINBERG, known to me, who made oath that the foregoing instrument was signed by him/her and that it was the free act and deed of the United States Postal Service.

Sworn to me this 6th day of June, 1995.

Jean Robinson (SEAL)
NOTARY PUBLIC

My Commission expires the 1st day of July, 1998



SCHEDULE A  
 DESCRIPTION OF  
 STORM DRAIN EASEMENT  
 FROM  
 UNITED STATES POSTAL SERVICE  
 EASTERN REGION, OWNER  
 TO  
 TOWN OF UPPER MARLBORO

Being a parcel or tract of land lying in the Marlboro or Third (3rd) Election District of Prince George's County, Maryland, part of the land of the United States Postal Service - Eastern Region, recorded among the Land Records of Prince George's County, Maryland in Liber 6050 at Folio 660, for the construction and perpetual maintenance of a storm drainage facility by the Town of Upper Marlboro and/or their assigns, and being particularly described as follows:

Beginning at a point on a boundary line located N 69° 31' 50" E - 8.94' from the southwestern most property corner of the entire parcel, same property corner being common with the southeast property corner of the adjacent Charles C. Hall property; thence running the following courses and distances:

1. N 20° 28' 10" W, 12.60 feet to a point, thence
2. N 67° 27' 15" E, 51.00 feet to a point, thence
3. S 20° 28' 10" E, 7.00 feet to a point, thence
4. N 67° 27' 15" E, 74.06 feet to a point, thence
5. S 20° 28' 10" E, 15.01 feet to a point, thence
6. S 67° 27' 15" W, 72.00 feet to a point on a curve, thence
7. N 87° 41' 13" W, 19.36 feet along the chord of a curve having a radius of 25.00 feet and an arc length of 19.88 feet to a point, thence
8. S 69° 31' 50" W, 35.00 feet to the point of beginning.

Containing 1,836.79 square feet or 0.0422 of an acre of land.

Subject to any encumbrances of record, if any.



Donald Wyvill Property  
Parcel 162

