



CITY OF HYATTSVILLE

DEPARTMENT OF PUBLIC WORKS

RFP#DPW03112016

Request for Proposal
Building Cleaning
Maintenance

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PART 1 - INSTRUCTIONS TO THE BIDDERS

INVITATION TO BID

The City of Hyattsville (hereinafter called the “City”) invites your firm to submit a proposal in accordance with this Building Cleaning Maintenance Request for Proposal (RFP) RFP#DPW03112016. Your response to this request will be evaluated to determine the qualifications of your firm. Proposals must adhere to the format and content of this RFP. Proposals will not be evaluated unless all parts requested are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration. The successful bidder shall be required to enter into a cleaning maintenance agreement based on the specifications outlined in this RFP.

THE DATE OF SOLICITATION:

March 09, 2016 (Mandatory Project Tour – March 23, 2016 at 10:00 a.m.)

THE PROJECT:

Project Name: Building Cleaning Maintenance
Project Address: Various Locations

Name: The City of Hyattsville
Address: 4310 Gallatin Street
Hyattsville, MD 20781

Contact: Lesley Riddle
Contact Phone: 301-985-5045
Contact Fax: 301-985-5007
Contact E-Mail: lriddle@hyattsville.org

PROPOSAL CONTACTS

Any questions concerning this RFP and all correspondence must be submitted in writing via fax or e-mail to the following contact:

Name: The City of Hyattsville
Address: 4310 Gallatin Street
Hyattsville, MD 20781

Contact: Lesley Riddle
Contact Phone: 301-985-5045
Contact Fax: 301-985-5007
Contact E-Mail: lriddle@hyattsville.org

Questions may not be submitted by telephone. All questions must include: Contractor’s name, e-mail and address; Reference to the specific section of the RFP in question; Contact name, telephone number, fax number and email address. Questions from RFP participants and corresponding response will be shared with all bidders via

fax and/or email. All questions shall be received at least 48 hours prior to bid date and time. Questions submitted after that time shall not be addressed.

SUBMISSION OF PROPOSALS:

In order to qualify for the work on this project, bidders must submit all information requested in the following bid forms. All proposals must be received by 4:00 p.m. on April 14, 2016. Bids will be received at: 4310 Gallatin Street Hyattsville, Maryland, prior to the time and date indicated above. **The bids shall be sealed.** The bid opening shall be private.

All proposals must remain in effect for at least 60 days from the deadline stated above for submission of proposals. The City of Hyattsville has the sole discretion to: (a) reject any and all bid proposals, and (b) negotiate the modification of any and all proposals with any bidder in whatever manner it deems in its best interests. There is no guarantee, either expressed or implied, that award of a cleaning contract will be made to any firm.

CONTRACTOR INFORMATION

The City may request additional information, samples, or presentations in support of proposals. Additionally, the City may perform an interview with contractors under consideration to clarify any information provided, or to gather more evidence of managerial, financial, and technical abilities.

PRE-BID TOURS

Before submitting a bid, each bidder shall have the opportunity to thoroughly examine the Project and fully understand the conditions that in any way may affect the work proposed. Failure to inspect the Sites will in no way relieve the successful contractor from the necessity of furnishing any materials or performing any labor necessary for the satisfactory completion of the work.

A mandatory pre-bid tour has been established for the date of March 23, 2016 at 10:00am. The tour will start at the City Building located at 4310 Gallatin Street Hyattsville, Maryland. All bidders are required to tour the properties at that time. Each bidder will be allowed to ask questions and will be provided with property information. Inquiries for specific information will not be entertained prior to the aforementioned tours.

SOLICITATION SCHEDULE

The following dates are for information purposes only and the owner reserves the right to revise any of the durations and to terminate and/or to not initiate any and/or all of the solicitation steps.

March 10, 2016: Solicitation issuance
March 23, 2016 at 10:00 a.m.: Mandatory Project Tour
March 31, 2016: Q&A Period Closes
April 14, 2016: Proposals Due
April 15, 2016: Proposal Opening
April 15, 2016: Evaluation Period Commences
April 22, 2016: Recommendation from City Staff
April 18, 2016: City Council Discussion
May 2, 2016: City Council Action



PART 2 - GENERAL CONDITIONS

SCOPE OF WORK

The Building Cleaning Contractor (hereinafter called the “Contractor”) shall recognize and perform in accordance with all stated intents, specifications and stipulations contained or referenced herein.

Each bidder shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services.

The Cleaning Contractor shall furnish all labor, equipment, tools, services, skills, etc., required to maintain the City buildings in an attractive condition throughout the contract period. Any discrepancies in the understanding of this clause shall be resolved in a manner as determined by City.

DURATION OF AGREEMENT

The term of the agreement shall be for a period of one (1) year and may be extended at the City’s option for an additional period of no more than three (3) years.

QUALITY CONTROL

Work covered shall be performed by a single firm experienced in cleaning maintenance of a similar nature and scope. Subject to approval of the City, the Contractor may not subcontract any work to be performed under this Contract.

By submitting the bid, the Contractor certifies it has met the following requirements:

1. Has completed within the past three (3) years a minimum of three (3) projects of similar nature and scope to the work being bid and the type of work completed is similar to that being bid.
2. Maintains a permanent place of business, with a minimum of five (5) years in business.
3. Has access to all necessary equipment and has organizational capacity and technical competence necessary to do the work properly and expeditiously.
4. Will provide a sworn financial statement upon request, which evidences the Bidder, has adequate financial resources to complete the work being bid, as well as all other work the Bidder is presently under contract to complete.
5. Has a documented safety program with a history of satisfactory performance.
6. Will sign the attached contract.

INSURANCE

Throughout the term of this Agreement, the Contractor shall maintain at their sole expense, effective insurance covering the activities at the project premises. Said insurance shall be secured from a company(s) licensed to do business in the State of Maryland. The Contractor shall furnish the City with documentation of this insurance coverage. Such insurance shall be in the amounts stated below.

A. All Contractors shall obtain and maintain liability insurance coverage. The Contractor shall, within ten (10) days of the execution of this Agreement, file with the City Administrator, through the DPW Director, the Certificate from an insurance company authorized to do business in the State of Maryland and satisfactory to the City showing issuance of liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) coverage with a deductible no greater than Ten Thousand Dollars (\$10,000.00). Contractor shall be fully and completely responsible to pay the deductible. Unless waived in writing by the City, the Certificate shall bear an endorsement in words exactly as follows:

The insurance company certifies that the insurance covered by this certificate has been endorsed as follows: "The insurance company agrees that the coverage shall not be canceled, changed, allowed to lapse, or allowed to expire until ten days after notice to: Lesley Riddle, 4310 Gallatin Street, Hyattsville, Maryland 20781 (City's Representative)."

B. In addition, Contractor shall, throughout the term of this Agreement, maintain comprehensive general liability insurance in the following amounts and shall submit an insurance certificate as proof of coverage prior to final Agreement approval:

1. Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$1,000,000.00 aggregate, where insurance aggregates apply.
2. Property damage liability insurance with limits of \$1,000,000.00 for each occurrence and \$5,000,000.00 aggregate, where aggregates apply.
3. Comprehensive general liability insurance shall include completed operations and contractual liability coverage. The Certificates of Insurance shall provide that the City shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in coverage.

C. Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance and shall submit an insurance certificate as proof of coverage prior to beginning work under this Agreement.

D. Contractor shall obtain both performance and restoration bonds, acceptable to the City prior to commencing any public works construction project.

PAYMENTS

The Contractor shall submit an Application Payment/Invoice, to the City, for services on a monthly basis. The City shall render the Contractor regularly scheduled payments in remuneration for the Contractor's Maintenance Services in amounts as specified. Said payments shall be made in advance of each scheduled period, net (30) days from the Contractor's invoice date.

CODES AND STANDARDS

Comply with all Federal and Maryland regulations.

TAXES

The Bidder shall include in the bid, all Sales, Consumer, Use and other similar taxes required by law.

PROJECT CONDITIONS

In order for the Contractor to properly perform and complete their work, the City must cooperate by providing them with access to the work areas and any staging, offloading or preparation areas that are required.

The Contractor shall be familiar with the Project premises and how the existing conditions will affect their work during maintenance services. The Contractor shall visit and examine the site to become acquainted with the adjacent areas, means of approach to the sites and conditions of actual job sites. Failure to visit the sites or failure to examine any and all Contract Documents will in no way relieve the Contractor from necessity of furnishing any materials or equipment, or performing any work that may be required to complete the work in accordance with the RFP. Neglect of above requirements will not be accepted as reason for delay in the work or additional compensation.

The City shall provide full information regarding all requirements for the Project, not specifically contained herein, and shall establish and maintain an effective communications system with the Contractor throughout all phases of the work.

SEQUENCING AND SCHEDULING

Upon acceptance of the Bid, the Contractor shall coordinate with the City, sign the attached contract within (10) days of acceptance, arrange a schedule of services, and shall continue coordination at intervals set forth by the City.

The City shall facilitate the Contractor's work by providing reasonable access to all work areas. The City shall facilitate the Contractor's services program by providing access to the project premises during both regular business hours and, as is necessary, at other times so that the Contractor can conduct both regular, scheduled maintenance and any special service(s). Further, the City shall assure the Contractor of the availability of off-loading and staging areas and other facilities required for the efficient performance of the work.

The City requires that a porter be available from 7:00 am to 3:30 pm at 4310 Gallatin Street from Monday through Friday.

TECHNICAL BID SECTION

Firms must submit **five (5) bound, one (1) unbound and one digital pdf copy of the proposal on thumb drive.** Each firm will be evaluated, rated and/or ranked, based on information provided in their proposal.



PART 3 - CLEANING SERVICES

Cleaning Services shall consist of a complete, regularly scheduled program for maintaining the cleanliness and appearance of the City buildings. These services shall be carried out by trained service technician(s) at all times. The Contractor is responsible for all aspects of cleaning maintenance during the term of the agreement. The City prefers that the contractor utilize 'green' cleaning supplies when applicable.

CLEANING PERFORMANCE STANDARDS

1. Lobby Entrances and Cleaning -

A. Sweeping and Dusting

1. Lobby and entrance floors will be clean and free of dirt streaks and there will be no dirt remaining in corners, behind doors, or where the dirt is picked up with the dust-pan after the sweeping operation.
2. Wads of gum, tar, and other sticky substance will have been removed from the area.
3. Grills and woodwork will be dust-free after dusting.
4. There will not be any spots or smudges on the wall surfaces, caused by touching the wall with the treated dust cloth.

B. Polishing and Wall Spotting

1. Doorknobs push bars, kick plates, railings, doors and other surfaces will be clean and polished to an acceptable luster.
2. Drinking fountains will be cleaned and free of stains. The wall surfaces around the drinking fountains will be free of water spots and streaks.
3. Wall surfaces up to a standing height will be free of finger marks, smudges, and other dirt spots of any kind.

C. Mopping

1. Lobby and entrance doors will be free of loose and/or caked dirt particles and will present an overall appearance of cleanliness after the mopping operation.
2. Walls, baseboards, and other surfaces will be free of watermarks, scars from the cleaning equipment striking the surfaces, and splashing from the cleaning solution and rinse water.
3. All surfaces will be dry and the corners and crevices clean after mopping.

2. Room Cleaning

A. Trash Removal

1. All wastepaper baskets will be empty and in place, clean and ready for use. Liners will be inserted as required.
2. Trash bags, when filled will be disposed of quickly.

B. Sweeping or Vacuum Cleaning

1. There will not be any dirt left in corners, under furniture, or behind doors.

2. Baseboards, furniture, and equipment will not be disfigured or damaged during the cleaning operation.

3. There will not be any residual dirt left where debris was picked up.

4. Furniture and equipment moved during sweeping will be replaced.

5. There will be no trash or foreign matter under desks, tables, or chairs.

C. Dusting

1. There will not be any dust streaks on desks or other office equipment.

2. Woodwork, after being properly dusted, will appear bright.

3. Corners and crevices will be free from any dust.

4. There will not be any oily spots or smudges on walls, caused by touching them.

5. Windowsills, door ledges, doorframes, door louvers, window frames, wainscoting, baseboards, columns, and partitions will be free of dust.

D. Damp-Wiping

1. Mirrors, door glass, and all other glass that can be reached while standing on the floor will be clean and free of dirt, dust, streaks, and spots. (This job does not include window washing.)

E. Clean Rugs

1. Rugs will be clean and free from dust, dirt, and other debris.

2. There will be no trash or foreign matter under desks, tables, or chairs.

3. Any furniture moved during rug cleaning will be replaced.

F. Clean Drinking Fountains

1. Drinking fountains will be clean and free of stains.

2. The wall and floor around the drinking fountain will be free of spots and watermarks.

3. All other surfaces of the fountain will be free of spots, stains and streaks.

3. Stairway Cleaning

A. Sweeping and Dusting

1. Stair landings, steps and all corners of stair treads will be free of loose dirt or dust streaks after sweeping.

2. Stair railings, door moldings, ledges, and grills will be dust free after dusting. The dust will have been removed rather than pushed around.

B. Cleaning, Polishing and Wall Spotting

1. Glass surfaces will be clean and free of any smudges, finger marks and dirt.

2. Handrails, doorknobs, and other surfaces will be clean and polished to an acceptable luster.

3. Walls up to a standing height will be free of finger marks and other dirt spots of any kind.

C. Mopping and Scrubbing

1. Stair landings and steps will be free of loose and/or caked dirt particles and will present an overall appearance of cleanliness after mopping or scrubbing.

2. Walls, baseboards, and stair risers will be free of watermarks, scars from the equipment striking the surfaces and splashing from the cleaning solution.

3. All surfaces will be dry and the corners and cracks clean after dry mopping.

4. Elevator Cleaning

A. Vacuum Cleaning and Dusting

1. Interior surfaces of elevator will be free of loose dirt & dust streaks.

B. Cleaning, Polishing and Wall Spotting

1. Handrails, controls, and other surfaces will be clean and polished.

2. Wall will be free of finger marks and other smudges.

3. Elevator walls will be free of splash marks. Floor will be clean and base plates and thresholds polished.

5. Restroom Cleaning

A. Trash containers will be emptied clean, liners inserted.

B. All sanitary receptacles will be clean, both inside and outside, and contain a new liner.

C. No trash will be on floor.

D. Replenishment of Supplies

1. All dispensers of supplies will be clean and filled with the proper supplies (towels, soap, napkins, etc.)

E. Cleaning of Sanitary Receptacles

1. All sanitary receptacles will be empty except for a new "liner".

2. All sanitary receptacles will be free of spots, stains, and finger marks.

F. Cleaning of Toilet Room Fixtures

1. All porcelain surfaces of washbasins, toilets, and urinals will be free of dust, dirt, spots, and stains.

2. The wall surfaces will be free of spots and smears.

3. All toilet seats will be left in raised position after cleaning. They will be free of spots and stains, and the seat hinges will be free of mold.

4. The plumbing fixtures will be free of mold and water stains.

G. Cleaning of Supply Dispensers, Tile Walls, Stall Partitions, Doors, Shelves, Mirrors and Floors

1. All supply dispensers will be clean and free of finger marks and water spots.

2. All shelves and shelf brackets will be free of gum, dust, fingerprints, water stains, smudges and other soil.

3. All mirrors should be free of streaks, smudges, water spots, dust; lipstick smudges, and should not be cloudy.

4. Walls stall partitions, and doors will be free of hand marks, dust, pencil marks, lipstick smudges, water streaks, mop marks, and mold.

5. Floors (especially in corners) will be free of dirt and dust, gum, grease, black marks, loose paper, water, mop stains, and strings.

Particular attention should be given to area under urinal.

H. Wall Washing

1. There will be no streaks or spots remaining on walls or signs of not overlapping.

2. There will be no smudges or spots at points where cleaning of the lower and upper halves of the wall overlaps.

3. No water will have been spilled on floor or furnishings.

4. Wall will be uniformly clean all over.

5. Woodwork on doors, windows, and moldings will be clean.

6. Floor and Carpet Cleaning – As requested by the City

A. Preparation of Mopping

1. Cleaning solutions, where used, will have been mixed thoroughly and in the proportions specified without undue spillage of either solution or rinse water.

2. Proper precautions will have been taken to advise building occupants of wet and/or slippery floor conditions.

3. The space to be mopped/vacuumed will have been properly prepared for the cleaning operation by sweeping the floor area as necessary and otherwise clearing of visible debris.

B. Floor Mopping

1. The mopping work will have been performed in such manner as to properly clean the floor surface; care is to be taken to see that the correct type and mixture of cleaning solution, if required, has been used. Proper extraction methods will be used to eliminate residue buildup in seams and discoloring of grout.

2. All mopped areas will be clean and free from dirt, streaks, mop marks, and strands, etc.; properly rinsed, if required, and dry mopped for an overall appearance of cleanliness. Floor cleaning supplies utilized in restrooms will be separate from cleaning equipment utilized in cleaning hallway and other floor surfaces.

3. Walls, baseboards, and other surfaces will be free of watermarks, scars, or marks from the cleaning equipment striking the surfaces and splashing from the cleaning solution and rinse water.

4. Care will have been taken throughout the mopping operation to prevent the liquids and equipment from coming into contact with electric outlets located in the floor areas or baseboards.

C. Preparation of Floor Area for Waxing/Deep Cleaning

1. The floor area will be free of dirt and dissolved wax particles, cleaning material residue, streaks; mop strands, and otherwise be thoroughly cleaned.

2. Walls, baseboards, furniture bases, and other surfaces will be free of watermarks, marks from the cleaning equipment, and splashing from the floor cleaning solutions.

D. Waxing

1. The surface waxed will have the proper wax applied in accordance with best operating practices.

2. The wax will be applied thinly, uniformly, and evenly in such a manner as to avoid skipping of areas, and allowed to properly dry before being buffed.

3. Walls, baseboards, furniture, and other surfaces will be free of wax residue and marks from the equipment. Covering for wall protection will be used in areas where paneling or cloth is found.

4. The waxed area will be free of streaks, mop strand marks, skipped areas, and other evidence of improper wax application.

E. Buffing

1. The waxed or damp mopped surface shall have dried to the touch before being buffed.

2. Baseboards, furniture, and equipment will not be disfigured or damaged during the buffing work.

3. The finished area will be polished to an acceptable, uniform luster, and free of extreme highlights from the brushes of the machine.

F. Furniture Arrangements in Waxed Areas

1. All rug edges will be replaced to their proper position.

2. All moved items of furniture and office equipment will be returned to their original positions.

3. Care will have been exercised to avoid damage to building and/or office equipment during movement of the furniture, etc.

G. Preparation for Floor Scrubbing

1. All equipment will be checked and readied for work in a careful and thorough manner.

2. Cleaning solutions will be mixed thoroughly and in proportions specified without undue spillage of either solution or rinse water.

H. Operation of Machine

1. Only authorized personnel having sufficient experience as to its proper and efficient operation will operate the mechanized equipment.

2. The scrubbing machine will be started and operated in a safe and reasonable manner.

3. Care of the mechanical equipment will be exercised at all times during its operation to avoid damage to personnel, building, and/or equipment.

I. Floor Scrubbing and Rinsing

1. Proper precautions will be utilized to inform the building occupants of wet and/or slippery conditions during the scrubbing operation.

2. The scrubbing work will be performed in such manner as to properly clean the floor surface with care taken to see that the proper cleaning solution is used.
3. All areas, including areas inaccessible to the machine and which are cleaned by means of deck scrubbing brushes and/or mops, will be clean and free of dirt, water streaks, mop marks and string; properly rinsed and dry mopped to present an overall appearance of cleanliness.
4. Walls, baseboards, and other surfaces will be free of watermarks, scars from the cleaning equipment striking the surfaces and splashing from the cleaning solution and rinse water.

8. Waste Disposal

A. Paper and Trash Collection, Removal and Disposal

1. Bagged trash will be deposited in a pre-approved location
2. All unused waste collection bags will be in the proper storage location.
3. Any paper and trash spilled during the collection process will have been cleaned up.



PART 4 - MISCELLANEOUS PROVISIONS

CONTRACTOR SERVICES

AS DIRECTED BY THE CITY, CONTRACTOR SHALL:

- A. Be responsible for the preparation, technical completeness and sufficiency of all submitted proposals.
- B. Comply with the Prince George’s County Code, the City of Hyattsville Code and Charter, The City of Hyattsville Specifications and Standards for Public Works Construction, when applicable, and all pertinent Federal, State, and County laws and regulations.
- C. Be responsible directly to the City Administrator and DPW Director, or their designee, who is the City’s agent and duly authorized representative to whom Contractor shall ordinarily direct communication and submit documents for approval and from whom Contractor shall receive directions concerning the subject of this Agreement and approval of any documents in writing. Any revisions requiring additional compensation to Contractor shall not be commenced without the City’s written authorization recommended by the DPW Director and approved by the City Administrator.
- D. Prior to final payment to a contractor or a subcontractor, arrange for a final inspection by the DPW Director and review all outstanding claims which have not been settled during the Project contemplated by this Agreement and prepare a written report outlining the background and status of such claims and making recommendations as to the ultimate disposition of such outstanding claims.

CITY’S RESPONSIBILITY

The City shall provide information regarding its requirements, including related budgetary information. However, the Contractor shall notify the City in writing of any information or requirements provided by the City, which the Contractor believes to be inappropriate.

COOPERATION

The Contractor agrees to perform its services under this Contract in such manner and at such times so that City and/or any contractor who has work to perform, or contracts

to execute, can do so without unreasonable delay. Contractor further agrees to coordinate its work under this Agreement with any and all other contractors deemed necessary by the City.

OWNERSHIP OF DOCUMENTS

City shall have unlimited rights in the ownership of all drawings, designs, specifications, notes and other work developed in the performance of the Agreement, including the right to use same on any other City Project without additional cost to City, and with respect thereto Contractor agrees to and does hereby grant to City an exclusive royalty-free license to all data which he or she may cover by copyright and to all designs as to which he or she may assert any rights or establish any claim under the patent or copyright laws. The City's rights in ownership of documents under this Article shall include any and all electronic files generated by Contractor in the performance of its duties pursuant to this Agreement.

- A. In the case of future reuse of the documents, City reserves the right to negotiate with Contractor for the acceptance of any professional liability.

SPECIAL PROVISIONS

Contractor may not assign or transfer any interest in this Agreement except with City's written approval.

City may waive specific minor provisions of the Agreement on Contractor's request in the interest of expediting the contract. Waiver shall not constitute a waiver of any liability ensuing there from.

- A. Except as otherwise provided in the contract documents, the City Administrator, in consultation with the DPW Director, shall decide all disputes after consultation with Contractor, and any other appropriate parties. The City Administrator's decision shall be reduced to writing and delivered to Contractor.
- B. The City Administrator's decision shall be final and conclusive.
- C. Until a dispute is finally resolved, Contractor shall proceed to meet the terms of this Agreement and comply with City Administrator's orders.
- D. Contractor shall not hire or pay any employee of the City or any department, commission agency or branch thereof.

TERMINATION

- A. This Agreement may be terminated by the City at the City's convenience upon not less than thirty (30) days written notice to the Contractor.
- B. In the event of termination, which is not the fault of Contractor, the City shall pay to Contractor the compensation properly due for services properly performed or goods properly delivered prior to the effective date of the termination and for reasonable reimbursable expenses properly incurred prior to the termination. No damages or expenses for

lost profit, overhead or discontinuation of contract will be payable by the City.

- C. In the event the Contractor, through any cause fails to perform any of the terms, covenants, or provisions of this Agreement on his part to be performed, or if Contractor for any cause, fails to make progress in work hereunder in a reasonable manner, or if the conduct of Contractor impairs or prejudices the interest of the City, or if Contractor violates any of the terms, covenants, or provisions of this Agreement, the City shall have the right to terminate this Agreement for cause by giving notice in writing of the termination and date of such termination to Contractor. The City shall have the sole discretion to permit the Contractor to remedy the cause of the contemplated termination without waiving the City's right to terminate the Agreement. All drawings, specifications, electronic files and other documents relating to the design of the good, scope of the service or supervision of work, not in the public domain, shall be surrendered forthwith by Contractor to the City as required by the City. The City may take over work to be done under this Agreement and prosecute the work to completion, or procure the good or service, by contract or otherwise, and Contractor shall be liable to the City for all reasonable cost in excess of what the City would have paid the Contractor had there been no termination. The City shall not be liable for any damages, overhead costs or equitable adjustments in the event of such termination.

APPLICABLE LAW

The laws of the State of Maryland, excluding conflicts of law rules, shall govern this Agreement as if this Agreement were made and performed entirely within the State of Maryland. Any suit to enforce the terms hereof or for damages or other relief as a consequence of the breach or alleged breach hereof shall be brought exclusively in the courts of the State of Maryland in Prince George's County, and the parties expressly consent to the jurisdiction thereof and waive any right which they have or may have to bring such elsewhere.

CHANGES

- A. The City Administrator, through the DPW Director, may, at any time, by written order designated or indicated to be a change order, make any change in the work within the general scope of this Agreement.
- B. Any other written order from City, which causes any change, shall be treated as a change order under this clause, provided that Contractor gives City written notice stating the date, circumstance, and source of the order and the City consents to regard the order as a change order.
- C. Except as herein provided, no order, statement, or conduct of the City shall be treated as a change under this clause or entitle Contractor to an equitable adjustment hereunder.
- D. If any change under this clause causes an increase or decrease in the cost of, or the time required for, the performance of any part of this Agreement,

whether or not changed by any order, an equitable adjustment shall be made and the Agreement modified in writing accordingly. If Contractor intends to assert a claim for an equitable adjustment under this clause, Contractor shall, within thirty (30) days after receipt of a written change order under (A) above, or the furnishing of written notice under (B) above, submit to the DPW Director a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the DPW Director. The statement of claim hereunder may be included in the notice under (B) above.

- E. The amount of any adjustment to the contract sum under this clause shall be a negotiated fixed fee.
- F. No claim by Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement or if made later than thirty (30) days after receipt as required herein.
- G. The provisions of the Agreement shall be governed by the laws of the State of Maryland.
- H. This Agreement represents the entire and integrated Agreement between the City and
- I. Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the duly authorized representatives of the City and the Contractor.

SUCCESSORS AND ASSIGNS

The parties each binds itself, its partners, successors, assigns and legal representatives to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer his interest, including but not limited to the proceeds thereof, in this Agreement, without the written consent of the other party.

CERTIFICATIONS OF CONTRACTOR

The Contractor and the individual executing this Agreement on the Contractor's behalf warrants it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

SET-OFF

In the event that the Contractor shall owe an obligation of any type whatsoever to the City at any time during the term hereof, or after the termination of the relationship created hereunder, the City shall have the right to offset any amount so owed the Contractor against any compensation due to the Contractor for the provision of Construction, Goods or Services covered by the terms of this Agreement.

MISCELLANEOUS

- A. This Agreement is subject to audit by the City, and the Contractor agrees to make all of its records relating to the goods or services provided to the City available to the City upon request and to maintain those records for six (6) years following the date of substantial completion of this Agreement; or a longer period, if reasonably requested by the City.

- B. If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.
- C. The person executing this Agreement on behalf of the Contractor hereby covenants, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the Contractor.
- D. All representations, warranties, covenants, conditions and agreements contained herein which either are expressed as surviving the expiration and termination of this Agreement or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. This Agreement is entered into as of the day and year first written above.



PART 5 - BID FORMS

Proposals must adhere to the format of these bid forms and content of this RFP. Proposals will not be evaluated unless all parts of the bid form are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration.

Firm Name

Address

City, State, Zip

Telephone

Date

MONTHLY CLEANING SERVICES BID:

In compliance with your Invitation to Bid, we propose to furnish all materials, labor, equipment and services necessary to perform the Cleaning Maintenance Services for a period of one (1) year for the above stated project, for an annual fee of (inclusive of all state and local sales tax):

_____ Dollars (\$_____) per Year.

BID FORM PRICE AUTHORIZATION

By signing this bid form, such action certifies that the Bidder has personal knowledge of the following:

That said Bidder has examined the RFP and specifications, carefully prepared the bid form, and has checked the same in detail before submitting said bid; and that said bidder, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

That all of said work will be performed at the Bidder's own proper cost and expense.

The Bidder will furnish all necessary materials, labor, tools, machinery, apparatus and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract.

The undersigned, being a reputable Cleaning Contractor and having submitted the necessary pre-qualification forms, hereby submits in good faith and in full accordance with all specifications, attached or integral, his/her Bid Proposal for the cleaning Services of:

Project Name

Name of Contractor

Authorized Signature

Name & Title of Signatory

Type of Organization: Corporation,
Partnership, Proprietorship

SEAL:
(If corporation)

BIDDER QUALIFICATIONS:

In order to qualify for the cleaning work on this Project, bidders must submit all information requested in the following pages.

INSURANCE REQUIREMENTS

Submit a certificate of Insurance from your insurance agent or insurance company that evidences your company's ability to obtain minimum insurance requirements as stated in Article XIV of the City Contract.

SUMMARY OF EXPERIENCE

Company Name: _____

Main Office Location: _____

Contact Name: _____

Phone #: _____

FAX# _____

Email _____

Year Company founded _____

Years in Cleaning Maintenance: _____

Last calendar year cleaning maintenance volume: _____

Yes No Have you ever operated a cleaning business under another name? If so list previous name:

Yes No Have you ever defaulted on a project? If so please explain:

List industry association memberships:

List other services you provide:

List industry awards:

QUALITY ASSURANCE PROCEDURES

Services:

Submit one copy of the service reporting form used to communicate actions taken.
Attach and label:

Do service technicians carry pagers or cell phones?

Quality Assurance:

For this project we will schedule quality assurance visits _____ times per year.
Attach copy of the Quality Assurance Report.

Describe your quality control procedures:

Describe any other services scheduled:

Describe your method for handling customer complaints/problems:

REFERENCES

Complete and submit the following for three (3) projects of similar complexity as the project specified. Include a minimum of 2 photographs of each project and label appropriately. (Duplicate the form as required)

Name of Project:

Address of Project:

Management Company:

Contact Person:

Telephone Number:

Email:

Monthly Contract Amount: less than \$500 \$501 - 1,000 \$1,001-\$2,000 \$over 2,000

Years Serviced: less than 1 year 1-3 years 3-5 years 5-10 years over 10 years

Description of Work:

Other Remarks: