

Request for Qualifications, Affirmations, and Bids

PABC Janitorial Services



Parking Authority of Baltimore City

June 10, 2024

Bids Due: Monday, July 29, 2024, by 3:00 p.m.

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PLEASE NOTE: ONCE YOU HAVE RECEIVED THIS REQUEST FOR QUALIFICATIONS, AFFIRMATIONS, AND BIDS, IT IS IMPORTANT YOU SEND AN EMAIL WITH CONTACT INFORMATION TO (**CONTRACTS@BCPARKING.COM**) TO ADD YOUR FIRM TO THE EMAIL LIST FOR ANY ADDENDA OR OTHER COMMUNICATION ON THIS RFB.

Dear Interested Party,

The Parking Authority of Baltimore City (“PABC”) or (“The Authority”) is issuing this request for qualifications, affirmations, and bids (“RFB”) seeking competitive bids from interested parties, (hereinafter referred to as the “**Respondent(s)**” or “**Vendor(s)**” for janitorial services for our administrative office located at 211 N. Paca Street, Baltimore, MD 21201.

PABC is a quasi-public, non-profit corporation, organized under the laws of the State of Maryland that oversees the management of all City-owned garages and lots. In that capacity, and to facilitate PABC’s management of those assets, PABC has assumed all the duties previously performed by the City’s Purchasing Agent; and any decision or notice issued by PABC regarding this RFB, or resultant agreement shall be construed as if it was notice from the City Purchasing Agent. You should note, however, that pursuant to the Baltimore City Code, PABC is not bound to comply with the general procurement regulations and procedures otherwise applicable to City agencies. Although this RFB has been drafted to reflect a typical procurement procedure, this format is for ease of consideration of bids and to further a fair and impartial procurement process. The effect of any irregularities in this RFB, the bid received, the review process and/or the award of a contract is within the sole discretion of PABC, and no rights or legal causes of action shall accrue to any Respondent as a result of this process.

The scope of services, content of bids, and vendor selection process are summarized in this RFB. Bids must be received at the PABC offices no later than **3:00 pm (EST)** on **Monday, July 29, 2024**. All responses must be sealed and have “**PABC Janitorial Services**” clearly marked on the outside of the package.

Mail or Hand Deliver To:
Parking Authority of Baltimore City
Attn: Contract Administrator – RFB No: HR-06-2024
211 N. Paca Street
Baltimore, MD 21201

Bids will not be accepted after the date and time stated above. Incomplete bids or bids that do not conform to the requirements specified herein may not be considered.

Nothing contained in this RFB or in the Agreement shall be construed to constitute or create any employment or agency with the City. The eventual Respondent is not, and shall not be, an agent or employee of the City or PABC.

Sincerely,

Nichelle Bolden
Contract Administrator

SECTION I – GENERAL INFORMATION

1. PURPOSE/OBJECTIVES

The Parking Authority of Baltimore City (“PABC”) is seeking bids from qualified professional vendors for janitorial services, which will provide necessary routine interior cleaning, and specified building maintenance services. (“Qualified” is defined as vendors/firms who have at least 5 years of prior commercial janitorial experience; are currently providing, and have provided for at least the past 12 months, high quality janitorial service for at least three (3) offices with at least 10,000 square feet each and can provide reliable contacts for these offices. **Firms that are not “Qualified” will not have their Bid opened and will not be considered for award of the Agreement.**)

A detailed scope of services is included in Section II of this RFB. Interested and qualified firms must be willing and able to enter a **six (6) year** Agreement with two (2) options for one (1) year extensions.

This document should provide Respondents with the information necessary to assess the ability of their organization to meet the needs of PABC in providing the specified services and the eventual contract terms by which PABC proposes to govern the relationship between it and the selected vendor.

For questions concerning the anticipated work, or scope of the project, please submit written questions, via email, by 3:00 p.m. on July 15, 2024, to the RFB Coordinator. Please note that PABC will answer written questions only.

2. RFB COORDINATOR

If you have downloaded this Request for Qualifications, Affirmations, and Bids (“RFB”) from the internet, and intend on submitting a bid, then you must send an email or other written communication with contact information to the RFB Coordinator to add your firm to the mailing list for any addenda or other communication to potential Respondents.

Upon release of this RFB, all Respondents’ communications must be directed via email to the RFB Coordinator listed below:

RFB Coordinator: Nichelle Bolden
Contract Administrator
Parking Authority of Baltimore City
E-Mail: contracts@BCParking.com

3. RFB SCHEDULE

<u>Event</u>	<u>Date</u>
• Issue Request for Qualifications and Bids (RFB)	June 10, 2024
• Pre-Bid Conference/Site Visit	July 8, 2024, 11:30 a.m.

- Deadline for Questions July 15, 2024
- Addendum (if any) July 19, 2024
- Due Date for Bids July 29, 2024, 3:00 p.m.

4. PRE-BID CONFERENCE/SITE VISIT

The pre-bid conference/site visit will be held at the PABC office, 211 N. Paca Street, conference room B, on Monday, July 8, 2024, at 11:30 a.m. Each bidder is encouraged to attend, although it is not mandatory.

At the pre-bid conference/site-visit each bidder will be permitted to examine the building, familiarize himself/herself with the full nature and extent of the work and obtain answers to questions about or clarifications of the contract. It is the sole responsibility of the Vendor to familiarize himself/herself fully with the building and the contents of these specifications. Failure to do so does not relieve the successful bidder from obligations to comply with all aspects of this bid package for the amount he/she specifies as his/her bid.

5. RFB MODIFICATION

PABC reserves the right to change the RFB Schedule or issue an addendum to the RFB at any time. PABC also reserves the right to cancel or reissue the RFB in whole or in part, and for any reason or no reason, at the sole discretion of PABC, at any time prior to the execution of the contract.

If it is necessary to revise any part of this RFB prior to the due date for submission of the bids, an addendum will be provided to all individuals and organizations that received the RFB and have requested to be added to the mailing list.

All responses to this RFB shall be based on the material contained in this RFB and any amendments which may be made to the RFB.

6. CONSIDERATION OF MINORITY AND WOMEN OWNED BUSINESS(MBE/WBE)

The goals of the Minority and Women's Business Enterprises ("M/WBE") Ordinance of Baltimore City have been set at 13.5% for MBE and 5% for WBE. The PABC encourages Respondents to incorporate the participation of MBE/WBE's where applicable.

7. TERM OF CONTRACT

The term of this Contract will be **for six (6) years beginning October 1, 2024, through September 30, 2030, with two (2) one (1) year renewal options.**

8. FIDELITY BOND

The Vendor and all employees designated for work under this contract must be bonded by a company approved by the Maryland Insurance Commissioner to issue such bonds in Maryland. The bond or bonds shall have a limit of at least \$2,500 per occurrence, per employee. The Vendor must deliver said bond to the PABC no later than the time of award of

Contract. The Vendor must keep said bond in effect during the term of the contract or must provide the PABC with a notice of cancellation within fifteen (15) days.

9. VENDOR'S INSURANCE

9.1 Insurance.

9.2 Vendor is required to maintain throughout the Term, including any renewal of this Agreement, insurance coverage as follows:

Commercial General Liability: \$1,000,000 combined single limit each occurrence for bodily injury and property damage.

Umbrella Excess Coverage: \$4,000,000

Workers' Compensation: Coverage A – Statutory
Coverage B – \$100,000

Third Party Dishonesty: \$250,000 Includes coverage for Security Guards, Janitorial Services, Transportation Service, Parking Garage Operations and Parking Meter Collections.

9.3 Business Automobile Liability insurance shall be provided at limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of the Agreement.

9.4 The Mayor and City Council of Baltimore, its departments, agencies, elected/appointed officials, directors, employees, and agents, and PABC and its directors, officers, employees and agents, shall be covered, by endorsement, as additional insureds with respect to liability arising out of services performed by or on behalf of Vendor in connection with the Agreement.

9.5 Vendor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability. Vendor's insurance coverage shall be primary insurance as respects the Mayor and City Council of Baltimore, its departments, agencies, elected/appointed officials, directors, employees, and agents, and PABC, its directors, officers, employees and agents. Any insurance and/or self-insurance maintained by the Mayor and City Council of Baltimore, its departments, agencies, elected/appointed officials, directors, employees, or agents, or PABC, its directors, officers, employees or agents shall not contribute with Vendor's insurance or benefit Vendor in any way.

9.6 Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been received by PABC.

- 9.7 Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or, if not rated with Best's, with minimum surpluses the equivalent of Bests' surplus size VII, and must be licensed/approved to do business in the State of Maryland.
- 9.8 Prior to commencement under the Agreement, Vendor shall furnish PABC with a Certificate of Insurance with a copy of the additional insured endorsement as verification that coverage is in force. PABC reserves the right to require complete copies of insurance policies at any time.
- 9.9 Failure to obtain or maintain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required shall constitute a material breach of this Agreement and shall entitle PABC to immediately terminate this Agreement.
- 9.10 Neither Vendor nor PABC shall be liable to the other for having caused or contributed to any occurrence which gives rise to a casualty or claim required to be insured under the Agreement. All policies of insurance obtained by Vendor shall provide that any loss shall be payable notwithstanding any act or omission of PABC or Vendor that might otherwise result in a forfeiture or disclaimer of such insurance by the carrier. The insurance carried by Vendor shall provide for (i.e., consent to) the waiver of subrogation against PABC.
- 9.11 Vendor shall indemnify, save, defend, and hold harmless The Mayor and City Council of Baltimore and the PABC, and their respective elected/appointed officials, employees, and agents from any and all claims, demands suits, and actions, including attorney's fees and court costs connected therewith, brought against PABC its appointed officials, employees, and agents arising as a result of any direct or indirect, willful or negligent, act or omission of Vendor, its employees, or agents in connection with the services provided by Vendor in accordance with the terms of this Agreement EXCEPT for activities caused by the sole negligent act or omission of the PABC, its employees and agents arising out of this Agreement to the extent allowable under Subsection 5-403(a)(b) and (c), Courts and Judicial Proceedings Article, Annotated Code of Maryland, entitled, "Local Government Tort Claims Act."

10. SINGLE RESPONSE

Receipt of a single response to this RFB may be deemed a failure of competition and, at the sole option of PABC, the RFB may be canceled. Likewise, receipt of a single response to this RFB may be deemed a success of competition and, at the sole option of PABC, the RFB may be awarded to the sole Respondent.

11. ERRORS IN RESPONSE

PABC will not be liable for any errors in bids from Respondents. Respondents may not alter bid documents after the deadline for submission of the bids. Respondents are liable for all errors or omissions contained in their responses.

SECTION II - SCOPE OF SERVICES

12. SCOPE OF SERVICES

- 12.1. The selected vendor will be required to support the requirements as outlined in this Section II. The Respondent will also agree to work in partnership with the PABC throughout the process to ensure service satisfaction.
- 12.2. The Vendor shall provide janitorial services Monday through Friday evenings (after 4:30 p.m.), and one Saturday of the month (after 2:00 p.m.). Janitorial services will not be required on observed holidays.
- 12.3. During snow or hazardous conditions, the Vendor must notify the Office Services Manager that services will not be provided.
- 12.4. Services include daily tasks, weekly tasks, monthly tasks, quarterly tasks, and semiannual tasks.
- 12.5. The Vendor shall furnish a crew of bonded, reliable, and experienced janitors to perform all janitorial services, and the equipment, and supplies necessary to perform the cleaning tasks at the PABC offices, in strict conformance with the standards set forth in these Specifications.

13. SUPPLIES AND EQUIPMENT

- 13.1. The PABC will supply all restroom and employee lounge supplies such as paper towels, toilet paper, liquid hand soap, and wastebasket liners.
- 13.2. The Vendor is responsible for providing all janitorial supplies and equipment necessary to properly perform the specified work (i.e., vacuums, mops and brooms, cleaning cloths, dusting cloths or dusters, floor waxing equipment, deep carpet cleaning equipment, etc.).
- 13.3. Space is available for the Vendor to store basic equipment and supplies on site.

14. SERVICES TO BE PROVIDED

14.1. Daily Tasks

- 14.1.1. Empty and clean all wastebaskets (as needed) and other waste containers, including recycle bins, and insert new appropriate plastic liners in all wastebaskets and containers daily (please note that kitchen wastebaskets must be kept clean of dirt or debris).
- 14.1.2. Remove debris from all floor areas including mats. Clean by sweeping and/or damp/dust mop all floors, including halls, foyers, and break rooms. Vacuum all carpeted areas. Spot clean or damp mop all spots/stains. Return furniture, chairs, mats, etc. to their appropriate location.

- 14.1.3. Wash both entrance door glass and frames to remove hand marks and smudges. All walls, doors, etc. shall be free of smudges, smears, marks, dirt, fingerprints, or other soil.
- 14.1.4. Sanitize, clean, and disinfect all basins, toilets, doors, and fixtures in lavatories with a solution containing a commercial grade, approved disinfectant. Damp mop lavatory floor area with a germicidal solution. Spot clean walls around sinks, toilet bowls.
- 14.1.5. Clean and disinfect all kitchen countertops and sinks. All items left in the sink are to be placed in the dishwasher and noted in the daily log for the cleaning staff to run the dishwasher.
- 14.1.6. Disinfect, clean (with mild soap), wipe down (damp wet as needed) or dust down all hard surfaces, door handles, light switches, baseboards, reflective surfaces including mirrors, brass, and glass. All surfaces shall be free of smudges, smears, marks, dirt, fingerprints, or other soil.
- 14.1.7. Floors and surfaces are to be free of detergent residue, streaks, film, or haze.
- 14.1.8. Trash must be dumped off-site.
- 14.1.9. Leave any sensitive documents found in the trash or recycle bin (i.e., documents with a client's personal information including but not limited to date of birth and social security number) on the desk of the Executive Director. Attach a note indicating where the document was observed.
- 14.1.10. All lights shall be turned off, except those required and designated to be left on, and the automated alarm system shall be set upon completion of nightly janitorial services.

14.2. Weekly Tasks

- 14.2.1. Disinfect and wipe down entry way doors.
- 14.2.2. Refill, as needed, all soap, towel and paper product dispensers and wipe them down. Dispensers should be free of stains, dirt, film, and haze.
- 14.2.3. Clean the microwave oven (as needed).
- 14.2.4. Clean and disinfect the tables in the employee breakroom.
- 14.2.5. Clean tables in conference rooms.
- 14.2.6. Dust each desktop and desktop furniture/equipment (telephone, computer, label writer, etc.)
- 14.2.7. Wipe down/disinfect chairs in lobby.

14.3. Monthly Tasks

- 14.3.1. Remove (dispose) all items from the refrigerators, excluding lunch boxes, condiments, creamers within date, and unopened water and soft drinks.
- 14.3.2. Vacuum all fabric chairs (clean as needed).
- 14.3.3. Dust all high surfaces, working from top to bottom.
- 14.3.4. Clean walls and painted surfaces as needed.

14.4. Quarterly Tasks

- 14.4.1. Dust tops of all filing cabinets.
- 14.4.2. Clean all trash containers with detergent.
- 14.4.3. Strip and wax floors (including restrooms).
- 14.4.4. Move all telephone and electrical cords and sweep and/or vacuum all floors.
- 14.4.5. Clean all windows in the building, including Venetian blinds and windowsills.
- 14.4.6. All carpeted areas shall be steam cleaned or shampooed, using industry approved cleaning methods and equipment.

14.5. Twice-Annually Tasks

- 14.5.1. Wipe/clean/remove any visible dust from heating/air conditioning vents.
- 14.5.2. Remove all cobwebs from corners, ceilings, and window frames.

15. WORK EXCLUDED FROM THIS CONTRACT

- 15.1. The server room and back-office supply rooms are excluded from this Contract.
- 15.2. Vendor shall not be required to wash any dishes, pots, pans, or kitchen utensils as a part of his/her work.

16. SITE SUPERVISOR

- 16.1. The Vendor shall provide contact information for an on-site supervisor who will represent the Vendor in all matters concerning this Contract.
- 16.2. Conduct, at least once per week, an audit of the work performed under this Contract.

- 16.3. The supervisor is responsible for presenting to the Office Services Manager a schedule of dates and times when the quarterly tasks will be accomplished. This schedule is to be presented no later than thirty (30) calendar days following the first day of service under this Contract.
- 16.4. The supervisor is responsible and accountable for all activities and behavior of all personnel assigned by the Vendor to perform work under this Contract.
- 16.5. The supervisor shall complete, sign, and submit to the Office Services Manager a biweekly task sheet indicating the tasks completed, noting any tasks not completed, and noting any irregularities noted during servicing (i.e., defective fixtures, burned-out lights, breakages, etc.).

17. CONDUCT OF JANITORS

- 17.1. All employees of the Vendor, while performing work under this Contract, shall:
 - 17.1.1. Be required to wear a company uniform with the logo clearly present for ready identification.
 - 17.1.2. Must wear approved identification badges.
- 17.2. All employees of the Vendor, while performing work under this Contract, shall not:
 - 17.2.1. Remove any PABC or personal property, equipment, monies, forms, or any other item from the building.
 - 17.2.2. Remove any documents, records, forms, or paper of any kind which is not either in trash cans or clearly marked as trash.
 - 17.2.3. Engage in loud/boisterous or horseplay behavior.
 - 17.2.4. Be under the influence of alcohol or drugs.
 - 17.2.5. Gamble.
 - 17.2.6. Turn on, or off, or use any equipment other than the Vendor's equipment, required to perform janitorial services.
 - 17.2.7. Use any office telephone, open any desk, file cabinet or storage cabinet, remove any item(s) from desks.
 - 17.2.8. Sleep.
 - 17.2.9. Take photographs or video of the building or its contents.
 - 17.2.10. Engage in any activity which is not in the best interest of PABC or is otherwise detrimental to the performance of this Contract.

18. REDUCTIONS FOR NON-PERFORMANCE

- 18.1. A reduction of 1% of the monthly amount for below standard work will be made if, after the third (3rd) documented notification, the Vendor has not corrected the deficiency.
- 18.2. Reductions of 1% of the monthly amount for non-performance will be made if tasks are not completed properly, after three (3) documented notifications.

SECTION III – BID PREPARATION AND CONTENT REQUIREMENTS

19. SUBMISSION REQUIREMENTS

- 19.1. **Each of the following must be submitted in a separate sealed envelope and must be submitted to PABC before the closing date and time stated in Section I.**

- 19.1.1. **Envelope 1: Respondent's Qualifications –Attachment 1** (see pg.16 of this RFB)

- 19.1.1.1. Respondents must submit the Qualifications and Organizational Information attached hereto as **Attachment 1**. All responses shall be subject to verification for accuracy. Bids containing false or misleading information deemed to be material will be rejected.
- 19.1.1.2. To be considered responsive, Respondents must, at the time of the bid, or prior to that time if required by law, be an established business with all required licenses, bonding, facilities, equipment, and trained personnel necessary to perform the work as specified in the request for bid.
- 19.1.1.3. Submit in a sealed envelope clearly marked as to its contents.
- 19.1.1.4. Evidence of meeting the qualifications shall be limited to 5 pages.
- 19.1.1.5. PABC will be responsible for confirming that Respondents are in good standing with the State, City and Parking Authority.

- 19.1.2. **Envelope 2: Respondent's Bid and Affirmations – See Attachment 2 and Attachment 3**

- 19.1.2.1. Submit RFB **Attachment 2: Bid** and signed by a representative of your organization who can officially represent the Respondent for this acquisition.
 - 19.1.2.1.1.1. The Bid must include your organization's **Total Annual Fees** for the 6 years of the proposed Agreement.
 - 19.1.2.1.1.2. PABC anticipates a lump sum contract with a not-to-exceed figure to accomplish the Janitorial services.

- 19.1.2.1.1.3. The **Total Annual Fees** shall be for non-overtime work regardless of the day of the week, or hour of the day the work is to be performed.
- 19.1.2.1.1.4. The Total Annual Fee shall include direct wages, all indirect expenses, materials, and supplies, use of any equipment, and the Vendor's overhead and profit.
- 19.1.2.2. Submit RFB **Attachment 3: Affirmations** and signed by a representative of your organization who can officially represent the Respondent for this procurement.
- 19.1.2.3. Provided in a sealed envelope and clearly marked as to its contents.
- 19.2. Bids should be prepared on 8 ½ x 11-inch paper.
- 19.3. The bids must be received by the RFB Coordinator by 3:00 p.m., (EST) on Monday, July 29, 2024. Faxed or emailed bids are prohibited.
- 19.4. Late bids will not be accepted, nor will time extensions be granted. It is the sole responsibility of the Respondent to ensure receipt of bids by the RFB Coordinator by the specified date and time and at the specified location.
- 19.5. All bids and accompanying documentation become the property of PABC and will not be returned.
- 19.6. Bids which are incomplete may be disqualified from further consideration.

20. PROPRIETARY MATERIAL

The Vendor acknowledges that PABC is subject to Maryland law regarding public access to records and information. Responses to this RFB and any contract executed in response to this RFB shall be a public record as defined in Maryland Law. Any specific information that is claimed by a Respondent or Vendor to be confidential or proprietary must be clearly identified as such. To the extent consistent with Maryland law, PABC shall maintain the confidentiality of all such records marked confidential or proprietary. If a request is made to view any information deemed confidential or proprietary by a Respondent, PABC will promptly notify the affected Respondent(s) of the request and the date that such records will be released to the requestor unless the Respondent deeming those records proprietary or confidential obtains from a Maryland court a protective order or other injunctive relief from disclosure. If the Respondent fails to obtain a court order protecting the disclosure prior to the release date, PABC will release the information to the requestor.

The scope of service included in the RFB response of the successful Respondent will be included in the resulting contract. Therefore, the entirety of the Respondent's response will be subject to public disclosure regardless of any claim of confidentiality or previously applicable statutory exemption. Nevertheless, should the Respondent obtain a court order from a court of competent jurisdiction prohibiting disclosure of parts of its bid, PABC will comply with the court order. The burden is upon the Respondent to evaluate and anticipate its need to maintain confidentiality and to proceed accordingly.

The PABC's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Respondent of any request(s) for disclosure within a period of three (3) years from date of award. Failure to adequately notify PABC of materials or records that are deemed "confidential" as required above, or failure to timely respond after notice of request for public disclosure has been given, shall be deemed a waiver by the Respondent of any claim that such materials are exempt from disclosure.

SECTION V – CONTRACT SPECIFICATIONS

21. AWARD OF CONTRACT

a. Evaluation Procedures

PABC reserves the right, at its sole discretion, to reject any or all bids for any reason prior to the execution of a contract with no penalty to PABC. PABC reserves the right to refrain from contracting with any Respondent. The issuance of this RFB does not compel PABC to award services.

Should PABC cancel this RFB, in whole or in part, or reject all bids submitted, the \$50.00 fee shall be refunded.

PABC Staff will provide a recommendation to the PABC Board of Directors, which shall consider the recommendation for Qualified Firms.

The PABC Board of Directors will consider that recommendation and will open the bids of the Firm(s) that it considers qualified.

b. Apparent Successful Vendor

Following the approval by the PABC Board, the Agreement will be prepared on behalf of PABC and submitted to the successful Respondent for execution.

The resulting Agreement will be a contract incorporating this RFB, and the scope of services from the Apparent Successful Vendor's bid as negotiated. If PABC fails to negotiate a contract with the Apparent Successful Vendor, PABC reserves the right to negotiate a contract with the next most qualified Vendor. The award of a contract pursuant to this RFB is expressly conditioned upon the execution of a contract document deemed acceptable by PABC and the approval of that contract by the City of Baltimore Board of Estimates.

PABC will provide the successful Respondent with six (6) copies of the Agreement for signature. If the successful Respondent fails to sign the Agreement in a timely manner, and after notice, then the Authority, at its sole discretion, may cancel the Agreement with the first selected Respondent and proceed with the next most acceptable Respondent, solicit new bids, or abandon the RFB and reject all bids. The Respondent shall sign six (6) originals of the Agreement and return them to the Parking Authority's General Counsel for presentation to the City's Law Department and Board of Estimates.

c. Final Contract Award

The Final Contract document will be submitted to the Board of Estimates for approval. Approval by the City of Baltimore Board of Estimates is a condition precedent required for any contract, purchase order, or other transaction resulting from this RFB. **Unless and until approved by the Baltimore City Board of Estimates, the Agreement contemplated herein shall be null and void and of no legal effect.**

Nothing contained in this RFB shall obligate PABC to conduct a post- award debriefing with Respondents.

The successful Respondent must be able to mobilize, transition, and assume control of the Facility from the current janitorial provider within ten (10) days from the PABC's notice to proceed.

d. Terms

Bids are to be valid and irrevocable for a period of one hundred and eighty (180) days following the final date for submission of bids.

All portions of this RFB and the Respondent's bid will be considered a part of the agreement and will be incorporated by reference. Respondents must complete all attachments provided by the PABC and/or the City, including current contracts, reference contact information, and history.

The initial term of this Contract will be six (6) years beginning October 1, 2024, and ending September 30, 2030, with two (2) one (1) year renewal options.

e. Conflict of Interest

In the sole judgment of the PABC, all bids may be subject to disqualification based on conflict of interest. The PABC, at its sole option, may disqualify any bid based on such a conflict of interest. Please identify any person associated with the firm that has a potential conflict of interest.

In the event of a conflict between the clauses required by PABC and the clauses submitted with the bid, the clauses required by PABC will govern.

ATTACHMENT 1 – QUALIFICATIONS

RESPONDENTS WILL SUBMIT QUALIFICATIONS IN AN ENVELOPE THAT IS SEPARATE FROM THE BID. The following Organizational Information must be completed and included with your response to this RFB. Please submit a definitive description of the resources available and other pertinent factors to demonstrate the ability to provide the requested services. Limit your response to each question to one or two pages. Many questions can be answered with a brief response. Type your responses in the same order as shown below, listing the question first, followed by your answer.

1. Organization

- 1.1. **The firm has been in the business of Commercial Janitorial Services for at least the past five (5) years.**
- 1.2. Indicate whether the firm is an independent entity or part of a larger corporation. Provide a general overview of your firm as it relates to the proposed business, including the following:
 - Include a statement in the response regarding license information, years in business and general ability of Respondent to perform the work requested (bidder shall have at least five (5) years of prior experience in commercial janitorial services).
 - Provide evidence of previous work like that of the work requested.

2. Personnel

- 2.1. **The firm must maintain a management office within 45 miles of the city.**
- 2.2. **The firm must provide the address and telephone number of the office and the site manager.**

3. Clients

- 3.1. **The firm must currently provide and have provided, for at least the past 12 months, a high quality commercial janitorial service for at least three (3) offices, with at least 10,000 square feet each.**
- 3.2. Provide a list of three (3) reliable client references, that your firm has performed services to within the past three (3) years. The list should include names, addresses, phone numbers, email addresses, type, and size of building serviced, and the dates of service (table format preferred).

4. Good Standing

- 4.1. Respondent **must provide** a Certificate of Good Standing for the State of Maryland.

ATTACHMENT 2 – BID

RFB NUMBER: HR-06-2024

ISSUE DATE: June 10, 2024
 TITLE: Janitorial Services

ISSUING AGENCY: Parking Authority of Baltimore City
 211 N. Paca Street
 Baltimore, MD 21201

Nichelle Bolden
 Contract Administrator
 443-573-2824

CLOSING DATE: July 29, 2024, 3:00 p.m.

SUBMISSION AGREEMENT: In compliance with this Request for Bid, and to all the conditions imposed herein, the undersigned agrees to furnish janitorial services in accordance with this signed bid and affirmations; and that this Fee Schedule will be effective from October 1, 2024, to September 30, 2030.

Period	Monthly Fee	Annual Fee (12 X monthly fee)
October 1, 2024 – September 30, 2025		
October 1, 2025 – September 30, 2026		
October 1, 2026 – September 30, 2027		
October 1, 2027 – September 30, 2028		
October 1, 2028 – September 30, 2029		
October 1, 2029 – September 30, 2030		
Total Annual Fees (6 years)		

FEDERAL EMPLOYER ID: _____

NAME AND ADDRESS OF FIRM: _____

DATE: _____

BY: _____
 (Signature in Ink)

PRINT NAME: _____

TITLE: _____

TELEPHONE NUMBER: (_____) _____

EMAIL: _____

ATTACHMENT 3 – AFFIRMATIONS

Respondent is required to make the following affirmations as a required element of their bid, understanding that the veracity of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award and continuation of the contract resulting from this RFB.

The Respondent affirms that it and/or its authorized representative:

- Is a registered business in the State of Maryland, and possess or obtain, prior to award, the necessary permit(s) as required by law and is in good standing within the State of Maryland.
- Shall obtain, maintain, and keep in full force and affect the types of insurance described in the RFB. The successful Respondent shall deliver such certificates of insurance to the Authority at least ten (10) days prior to the start of the Agreement.

The Respondent affirms that it and/or its authorized representative do not have:

- Any convictions or judgments (civil or criminal) for fraud, deceit, or crimes involving moral turpitude.
- A petition under the Bankruptcy Act, or any state insolvency law, filed by or against any of the named entities.
- Any order, judgment, or decree of any federal or state authority barring, suspending, or otherwise limiting the right or license of the Respondent to engage in any business practice or activity.
- A subsidiary or intermediate company, parent company or holding company that was, during the last two (2) years, the subject of any order, judgment, or decree of any federal or state authority barring, suspending or otherwise limiting the right of the Respondent or such other party as listed above to engage in any business, practice, or activity.

The Respondent affirms that it and/or its authorized representative:

- Indicate the firm's willingness to accept a written contract and to agree to the inclusion of this RFB, the firm's bid, and all subsequent written material relevant thereto in the contract.
- Understand and agree that the Vendor has considered the requirements in **Section II, Scope of Services** as detailed in this RFB, in preparing the fee schedule(s).

- Acknowledge that payments are made on a net 30-day term.
- The flat billing rate shall be for non-overtime work regardless of the day of the week, or hour of the day the work is to be performed. This same rate shall be used in computing additions to, or deductions (for no-shows) from the monthly payment to the Vendor. Each rate shall include direct wages, all indirect expenses, materials, and supplies normally used, use of any equipment and the Vendor's overhead and profit.

Respondent affirms to accept a contract resulting from this RFB. It is understood that the bid for a six (6) year period with two (2) one (1) year renewal options will become a part of the contract for the PABC.

DATE: _____

BY: _____
(Signature in Ink)

PRINT NAME: _____

TITLE: _____

**MAYOR AND CITY COUNCIL OF BALTIMORE CITY
BALTIMORE CITY CODE, ARTICLE 5, SUBTITLE 28
MINORITY AND WOMEN’S BUSINESS PROGRAM**

PART A: INSTRUCTIONS

The requirements of Article 5, Subtitle 28 of the Baltimore City Code – Minority and Women’s Business Program are a part of this contract and are incorporated by reference. The failure of any bidder, contractor or subcontractor to comply with Article 5, Subtitle 28 is subject to any or all of the following penalties: (1) suspension of contract; (2) withholding of funds; (3) rescission of contract based on material breach; (4) refusal to accept a bid; (5) disqualification of a bidder, contractor, or other business from eligibility for providing goods or services to the City for a period not to exceed 2 years; and (6) payment of liquidated damages. Art. 5, §28-122.

All bidders are advised to read all instructions and forms carefully. Please follow the instructions for each section of the forms. Failure to respond or properly execute the forms can result in disqualification and possible rejection of your bid.

A complete copy of Article 5, Subtitle 28 of the Baltimore City Code is available online at: <https://legislative.reference.baltimorecity.gov/city-codes>

1. BID REQUIREMENTS

Bids must include a commitment to utilize MBEs and WBEs at a percentage that equals or exceeds the contract goals indicated in the contract specifications. **Bidder must submit the following completed documents WITH THE BID:**

- Part B: Statement of Intent Form(s)** – to be signed by Bidder and MBE and/or WBE.
 - Part D: MBE/WBE Participation Affidavit** – to be completed and signed by Bidder
- Any bid that does not include a signed Statement of Intent Form(s) and the MBE/WBE Participation Affidavit is non-responsive and will be rejected. MBE/WBE MUST be certified with the City of Baltimore.**

ONLY SUBMIT IF APPLICABLE:

- Part C: Statement of Self-Performance** – to be signed by Bidder who is certified by the City as MBE and/or WBE. This is only filled out if the prime plans to self-perform to fulfill the MBE/WBE goals.
- Part E: MBE/WBE Participation Waiver Request** – to be completed and submitted by Bidder if unable to meet the participation goals. (Please note: Substantial documentation must be provided to justify reasons for not being able to meet goals) Specifically, on Part E numbers one, two, and three must be addressed in detail.

2. VERIFYING CERTIFICATION

- Bidder is responsible for verifying that each MBE and WBE to be used on a contract is certified with Baltimore City by the Minority and Women’s Business Opportunity

Office (MWBOO) at bid opening for the work and/or services to be performed on the contract. Art. 5, §28-48(d).

- The MBEs and WBEs named must be certified for the services they are listed to perform, and the services must be required as part of the Detailed Specifications of the contract.
- A directory of certified MBEs and WBEs is available online at <https://cityservices.baltimorecity.gov/mwboo/>
- County, State, or Federal certification is not acceptable, the MBE and WBE **must** be certified with the City of Baltimore.

3. COUNTING MBE AND WBE PARTICIPATION

a) Participation of M/WBE's

A business enterprise that is certified as both an MBE and WBE (M/WBE) may not be counted toward both the MBE and WBE goals for the same project. The bidder must select the goal to which the business enterprise is to be counted. Art. 5, §28-31(b) and §28-35.

b) Credit for Self-Performance

A bidder that is an MBE or WBE may count up to 50% of the dollar value of the work it intends to perform with its own forces toward the applicable MBE or WBE goal. The amount of credit may not exceed the MBE's or WBE's available work capacity as calculated with the Contractor Prequalification rules. **Intentions to count self-performance toward the MBE or WBE goal must be indicated on Part C: Statement of Intent to Self-Perform.** Art. 5, §28-31(d).

c) Commercially Useful Function

The bidder may count toward the contract goals only expenditures to MBEs and WBEs that perform a commercially useful function in the execution of the contract. Commercially useful function means the performance of real and distinct work for which the business enterprise has the skill, expertise, and actual responsibility to perform, manage and supervise. Art. 5, §28-32.

d) Joint Ventures

A bidder may count toward the contract goal the portion of its expenditure to a joint venture that is equal to the percentage of the MBE or WBE participation in the joint venture. The MBE or WBE member of the joint venture must have an interest in the control, management, risks and operation of the joint venture commensurate with the member's percentage of ownership. The MBE or WBE member of the joint venture must be responsible for a clearly defined portion of the work to be performed, equal to its share in the ownership, control and management of the joint venture. Art. 5, §28-33.

e) Subcontracting by MBE or WBE

A bidder may not count toward its contract goal any agreement with a certified MBE or WBE subcontractor who intends to subcontract more than 10% of the dollar amount of the services to be performed under its agreement with the bidder. This restriction does not apply to an MBE's

or WBE's contracts for the purchase of materials, equipment or supplies that are incidental to the performance of services under its agreement with the bidder. Art. 5, §28-34.

f) Manufacturers and Suppliers

Manufacturers – A bidder may count toward the contract goal its entire expenditure to a certified MBE or WBE that manufactures the goods supplied. Art. 5, §28-36.

Non-Manufacturers – **Only 25% of each contract goal may be attained by expenditures to MBEs and WBEs that are non-manufacturing suppliers.** Art. 5, §28-37. *Example:* If the bid amount is \$100,000 and the MBE or WBE goal is 15% or \$15,000; then the limit for the MBE or WBE suppliers that are non-manufacturers is \$3,750 or 25% of the 15% goal.

g) Insurance Companies and Travel Agents

A bidder may count toward the contract goals only the fees or commissions charged by an MBE or WBE insurance company or travel agent. Art. 5, §28-38.

h) Financial Institutions

A bidder may count toward the contract goals only the fees charged and earned by an MBE or WBE financial institution. Art. 5, §28-39.

i) Non-Affiliation

A bidder may not use an MBE or WBE to meet a contract goal if the bidder has a financial interest in, has an interest in the ownership or control of, or is significantly involved in the operation of the MBE or WBE. Art. 5, §28-41.

4. **WAIVER REQUESTS**

If a bidder is unable to comply with a contract goal, the bidder may submit a waiver request with the bid. The waiver request must be made on the MBE/WBE Participation Waiver Request Form. A waiver will not be granted unless the waiver request includes documentation that demonstrates good faith efforts to meet the goals. Art. 5, §28-62.

5. **SUBSTITUTION OF MBE OR WBE**

The Minority and Women's Business Opportunity Office must approve the substitution, after award of a contract, of any MBE or WBE that is included on a bidder's Statement of Intent at the time of bid opening. Any unjustified failure to comply with this requirement after award of a contract is a material breach of contract. Art. 5, §28-63(a).

6. CONTRACT REQUIREMENTS

During the term of the contract, any unjustified failure to comply with the levels of MBE and WBE participation identified in the bid is a material breach of contract. Art. 5, §28-48 (e).

Before final payment, the contractor must submit the Subcontractor Utilization Form with its final payment request. The Subcontractor Utilization Form will include a list of the names of all subcontractors utilized on the contract, both MBE/WBE and non-MBE/WBE, the total amount paid to each subcontractor, and the owner's race/ethnicity and gender.

**THIS PACKAGE OF MBE AND WBE PARTICIPATION
COMMITMENT FORMS, AS DETAILED IN INSTRUCTION 1.
BID REQUIREMENTS, ARE DUE WITH THE BID.**

**MBE AND WBE PARTICIPATION
COMMITMENT FORMS**

Name of Bidder (Proposer): _____

Address: _____

Contracting Agency: _____

Contract (Project) Title: _____

Contract Number: _____

Bid Due Date: _____

The MBE goal is _____% The WBE goal is _____%

If MBE Sub-Goals Apply: (the MBE sub-goals will be listed in the solicitation, if there are no MBE sub-goals listed please leave blank)

African American: ___% Asian American: ___% Hispanic American: ___% Native American: ___%

PART B:

MBE/WBE AND PRIME CONTRACTOR'S STATEMENT OF INTENT

COMPLETE A SEPARATE FORM FOR EACH MBE and WBE NAMED IN THIS BID. (You are permitted to make additional copies of this form as needed). PART A: INSTRUCTIONS MUST BE REVIEWED BEFORE COMPLETING THIS FORM, WITH PARTICULAR ATTENTION PAID TO SECTIONS 2, 3A and 3F.

Contract Number: _____

Name of Prime Contractor: _____

Name of Baltimore City Certified Subcontractor: _____

City Certification Number: _____ **MBE** _____ **WBE**

List the City certified Work and/or Service to be performed by MBE or WBE:
(The selected MBE and/or WBE above must be City certified for the work/service being performed)

Materials/Supplies to be furnished by MBE or WBE:

Percentage of work to be performed by MBE or WBE: _____ %

Dollar Amount to be paid to MBE or WBE for work performed: \$ _____
(If MBE sub-goals apply, please list the percentage for this Statement of Intent.) (the MBE sub-goals would be listed in the solicitation, if there are no MBE sub-goals listed please leave blank)

African American: ___% Asian American: ___% Hispanic American: ___% Native American: ___%

The undersigned Prime Contractor and Subcontractor agree to enter into a contract for the work/service indicated above for the percentage and corresponding dollar amount listed to meet the MBE/WBE participation goals. This form is subject to the Prime Contractor's execution of a contract with the City of Baltimore. The Subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office to perform the work described above.

Signature of Prime Contractor **(REQUIRED)**

Date

Email Address

Phone

Signature of MBE or WBE **(REQUIRED)**

Date

Email Address

Phone

PLEASE NOTE: CHANGES TO INFORMATION ON PART B: MBE/WBE AND PRIME CONTRACTOR'S STATEMENT OF INTENT THAT ARE MATERIAL TO THE AGREEMENT BETWEEN THE PRIME CONTRACTOR AND MBE OR WBE MUST BE INITIALED BY BOTH PARTIES.

PART C:
STATEMENT OF INTENT TO SELF-PERFORM

PART A: INSTRUCTIONS MUST BE REVIEWED BEFORE COMPLETING THIS FORM, WITH PARTICULAR ATTENTION PAID TO SECTION 2, 3a, 3b and 3f.

Name of Prime Contractor: _____

City Certification Number: _____ **MBE** _____ **WBE** _____

List the City certified Work and/or Service to be self-performed:
(The Prime Contractor MBE or WBE above must be City certified for the work/service being performed)

Materials/Supplies to be furnished:

Total Percentage of Self-Performed Work toward the MBE or WBE Goal: _____%

Total Dollar Amount of Work/Services to be Self-Performed by the Prime Contractor on this Contract: \$ _____

(If MBE sub-goals apply, please list the percentage for this Statement of Intent.) (the MBE sub-goals would be listed in the solicitation, if there are no MBE sub-goals listed please leave blank)

African American: ___% Asian American: ___% Hispanic American: ___% Native American: ___%

The undersigned Prime Contractor agrees to Self-Perform the Work/Service indicated above for the Dollar Amount and/or Percentage indicated to meet the MBE/WBE participation goals, subject to the Prime Contractor's execution of a contract with the City of Baltimore. The Prime Contractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office to perform the work described above.

Signature of Prime Contractor (**REQUIRED**)

Date

Email Address

Phone

PART D: MBE/WBE PARTICIPATION AFFIDAVIT

The Undersigned authorized representative of Contractor does hereby make the following Affidavit: Contractor has read the Bidder Information and Instructions regarding the MBE/WBE Program. Contractor acknowledges **the MBE goal of _____% and the WBE goal of _____%** for this contract. Contractor has achieved the following participation:

MBE _____ % **and** \$ _____

WBE _____ % **and** \$ _____

of the total contract amount which is \$ _____.

My firm has made good faith efforts to achieve the MBE and WBE participation goals for this contract. I understand that, if awarded the contract, my firm must submit to the Minority and Women’s Business Opportunity Office (MWBOO) copies of all executed agreements with the MBE and WBE firms being utilized to achieve the participation goals and other requirements of Article 5, Subtitle 28 of the Baltimore City Code. I understand that these documents must be submitted prior to the issuance of a notice to proceed.

I understand that, if awarded the contract, my firm must submit to the MWBOO the Subcontractor Utilization Form, canceled checks, and any other documentation and reports required by MWBOO verifying payments to the MBE and WBE firms utilized on the contract, including electronic verification.

I understand that, if awarded this contract and I find that I am unable to utilize the MBEs or WBEs identified in my Statements of Intent, I must substitute other certified MBE and WBE firms to meet the participation goals. I understand that I may not make a substitution until I have obtained the written approval of MWBOO.

I understand that, if awarded this contract, authorized representatives of the City of Baltimore may examine, from time to time, the books, records and files of my firm to the extent that such material is relevant to a determination of whether my firm is complying with the MBE and WBE participation requirements of this contract.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information, and belief.

Contractor Company Name

Signature

Email Address and Phone

Print Name and Title

PART E: MBE/WBE PARTICIPATION WAIVER REQUEST FORM

Name of Bidder _____

Address _____

Contracting Agency: _____

Contract (Project) Number and Title: _____

Bid Due Date: _____

Goals on this contract..... MBE: _____% and WBE: _____%

If MBE Sub-Goals Apply:

African American: ___% Asian American: ___% Hispanic American: ___% Native American: ___%

I have achieved.....MBE: _____% and WBE: _____%

If MBE Sub-Goals Apply:

African American: ___% Asian American: ___% Hispanic American: ___% Native American: ___%

I am requesting a waiver of.....MBE: _____% and WBE: _____%

If MBE Sub-Goals Apply:

African American: ___% Asian American: ___% Hispanic American: ___% Native American: ___%

I have contacted MWBOO for assistance: _____Yes _____No (*Check One*)

Number of MBE firms contacted: _____ (*Attach a list of names.*)

Number of WBE firms contacted: _____ (*Attach a list of names.*)

Attach documentation of your good faith efforts to secure, contact and negotiate with MBEs and WBEs, including:

- (1) The reasons your company is unable to secure sufficient MBE/WBE participation to meet the stated goals
- (2) The efforts made by your company to select portions of the contract to be performed by MBEs and WBEs
- (3) For each MBE or WBE that placed a bid that you consider to be unacceptable, a statement that explains the basis for that conclusion
- (4) **Please consult the Bidder Information Guide & MWBOO FAQ for additional waiver guidance.**

Signature of Authorized Company Representative

Date

BIDDER SUBMISSION CHECKLIST

- You have reviewed the **Bidder Information Guide** following this checklist
- You retained the **Subcontractor Utilization Form** for submission after performing on the contract, if awarded. **This form is not to be submitted with your bid.**

— **Part B: Statement of Intent Form(s)**

- Name of Bidder and Name of MBE or WBE included at the top of the form
- Form is signed by both Bidder and MBE or WBE
- Form indicates whether the subcontractor is a MBE or WBE
- Checked MWBOO database to verify MBE and WBE certification
- Listed the MBE or WBE subcontractor's City certification number
- Checked SDAT database to verify good standing of MBE and WBE
- Detailed Brief description of work to be provided
- Detailed Materials/supplies to be provided (if applicable)
- Stated Percentage of Work to be performed
- Stated Dollar amount of work to be performed
- The percentages being performed by the MBE and WBE meet the goals set on the bid solicitation

— **Part D: MBE/WBE Participation Affidavit**

- The applicable MBE/WBE goal was entered in the first paragraph (this goal should match the goal stated in the bid solicitation)
- Stated MBE or WBE percentage (%) of work to be performed (this percentage should match the goals set on the bid solicitation)
- Stated dollar value corresponding to the percentage of work to be performed (if this is a requirements contract, this can be left blank)
- Completed Company name and address
- Signed your name
- Printed name and title of the person who signed the form

OPTIONAL FORMS, these should only be submitted if applicable

— **Part C: Statement of Self-Performance**

- You are certified MBE/WBE by Baltimore City MWBOO
- Included the percentage of work to be applied to the applicable MBE or WBE participation goal
- Self-performing percentage is not over 50%
- Detailed Brief description of work to be provided
- Detailed Materials/supplies to be provided (if applicable)
- Stated Percentage of Work to be self-performed
- Stated Dollar amount of work to be self-performed

- Form is signed by the Bidder

— **Part E: MBE/WBE Participation Waiver Request**

- You submitted an additional document addressing questions one, two and three on Part E.**
- You exercised good faith efforts to achieve the applicable contract participation goals
- You reviewed the Bidder Information Guide for guidance regarding waivers and good faith efforts
- You detailed all efforts that were undertaken to secure MBE and/or WBE participation on this contract in the Waiver Request Form and submitted additional documentation of these efforts.
- You have double-checked that all bid forms that will be submitted are complete, contain the required information, and are signed and dated.**

Bidder Information Guide

What are some common mistakes or omissions that I should try to avoid and things to keep in mind?

- Any bid that does not include a signed Statement of Intent Form(s) and the MBE/WBE Participation Affidavit is non-responsive and will be rejected.
- Any Statement of Intent Form(s) and/or MBE/WBE Participation Affidavit that are not properly executed or do not contain all required information will result in a finding of non-compliance and will be rejected.
- **Utilizing a business that is not certified with the City of Baltimore or that has an expired certification, without an extension due to a pending application for renewal, will not count towards meeting a MBE/WBE participation goal.** City Code Article 5, §28-41(d) states that each bidder is responsible for verifying that all MBEs and WBEs to be used have been certified by the Office before bid opening.
- The failure to exercise good faith efforts when requesting a waiver and not meeting the applicable MBE/WBE goals for the contract will result in a finding of non-compliance
- A business enterprise that is Baltimore City certified as both an MBE and WBE (M/WBE) may not be counted toward both the MBE and WBE goals for the same project. The bidder must select the goal to which the business enterprise is to be counted. Art. 5, §28-31(b) and §28-35.
- A bidder that is a City certified MBE/WBE may only count up to 50% of the dollar value of the work it intends to perform with its own forces toward the applicable MBE or WBE goal. The amount of credit may not exceed the MBE/WBE's available work capacity as calculated with the Contractor Prequalification rules. Intentions to count self-performance toward the MBE or WBE goal must be indicated on Part C: Statement of Intent to Self-Perform. A bidder's statement that they will self-perform, but the business is not City certified as a MBE/WBE, may result in the bid being found non-compliant.
- A bidder may count toward the contract goal the portion of its expenditure to a joint venture that is equal to the percentage of the MBE or WBE participation in the joint venture. The MBE or WBE member of the joint venture must have an interest in the control, management, risks and operation of the joint venture commensurate with the member's percentage of ownership. The MBE or WBE member of the joint venture must be responsible for a clearly defined portion of the work to be performed, equal to its share in the ownership, control and management of the joint venture. Art. 5, §28-33.

- A bidder may not count toward its contract goal any agreement with a certified MBE or WBE subcontractor who intends to subcontract more than 10% of the dollar amount of the services to be performed under its agreement with the bidder. This restriction does not apply to an MBE/WBE that contracts for the purchase of materials, equipment or supplies that are incidental to the performance of services under its agreement with the bidder. Art. 5, §28-34.
- A bidder may count toward the contract goal its entire expenditure to a certified MBE or WBE that manufactures the goods supplied. Art. 5, §28-36.
- Only 25% of each contract goal may be attained by expenditures to MBEs and WBEs that are non-manufacturing suppliers. Art. 5, §28-37.
- A bidder may count toward the contract goals only the fees or commissions charged by an MBE or WBE insurance company or travel agent. Art. 5, §28-38.
- A bidder may count toward the contract goals only the fees charged and earned by an MBE or WBE financial institution. Art. 5, §28-39.
- A bidder may not use an MBE or WBE to meet a contract goal if the bidder has a financial interest in, has an interest in the ownership or control of, or is significantly involved in the operation of the MBE or WBE. Art. 5§28-41.

Is there any limitation of what services a MBE/WBE can perform that count towards the contract participation goals?

MBE/WBEs subcontractors must perform a commercially useful function. Commercially useful function is defined in the City Code as the performance of real and distinct work for which the business enterprise has the skill, expertise, and actual responsibility to perform, manage and supervise. Art. 5, §28-32. As a result, the bidder should think broadly and consider all functions and services necessary to fully perform the contract.

Can I get a waiver of the contract participation goals?

If a bidder is unable to comply with a contract goal, the bidder may submit a waiver request with the bid. The waiver request must be made on the MBE/WBE Participation Waiver Request Form. A waiver will not be granted unless the waiver request includes documentation that demonstrates good faith efforts to meet the goals. Art. 5, §28-62. The bidder should have previously consulted the MWBOO certification directory, <https://cityservices.baltimorecity.gov/mwboo/>, and made attempts to secure MBE/WBE subcontractor participation.

Each waiver request **must include documentation** of your good faith efforts to secure, contact and negotiate with MBEs and WBEs, including:

(1) The reasons your company is unable to secure sufficient MBE/WBE participation to meet the stated goals;

(2) The efforts made by your company to select portions of the contract to be performed by MBEs and WBEs; &

(3) For each MBE or WBE that placed a bid that you consider to be unacceptable, a statement that explains the basis for that conclusion.

Each waiver is reviewed individually, highly scrutinized, and will not be granted if the bidder's submission does not evidence that they undertook several steps to secure participation in good faith.

What are "good faith efforts"?

MWBOO uses the term good faith efforts in several contexts including bid participation forms, waivers, and in evaluating efforts to meet contract participation goals by bidders. All efforts must begin with an evaluation of the availability of certified MBE/WBEs to perform the contract services by consulting the MWBOO certification directory:

<https://cityservices.baltimorecity.gov/mwboo/>

If there are certified MBE/WBEs that can provide the goods or services under the contract the contractor/vendor must undertake efforts to contact those businesses, secure price quotes, and exercise diligence in determining if they have the capabilities and expertise to perform. The availability of MBE/WBEs strongly undercuts any request for participation goals to be waived.

The following are additional examples of actions that can show that efforts were undertaken in good faith to meet the applicable contract goals, including but not limited to:

- The bidder should solicit interest as early in the acquisition process as practicable to allow the MBE/WBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the MBE/WBEs are interested by taking appropriate steps to follow-up on initial solicitations.
- The bidder should identify portions of the work to be performed by MBE/WBEs in order to increase the likelihood that the MBE/WBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates MBE/WBE participation.
- The bidder should provide interested MBE/WBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.
- A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBEs subcontractors, and would take a

firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using MBE/WBEs is not sufficient reason for a bidder's failure to meet the contract MBE/WBEs goal, as long as such costs are reasonable and not excessive.

- The bidder should engage in negotiations in good faith with interested MBE/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBEs subcontractors and suppliers and to select those portions of the work or material needed that is consistent with the available MBE/WBEs subcontractors and suppliers, so as to facilitate MBE/WBEs participation.
- Evidence of such negotiation includes: the names, addresses, and telephone numbers of MBE/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBE/WBEs to perform the work.
- Bidders should include detailed information regarding their attempts to secure participation. MWBOO cannot accept unsupported statements about efforts to secure MBE/WBE participation. **All waivers must include documentation of those efforts.** For example: you should include email correspondence with subcontractors to show their response or lack of response.
- It is insufficient to simply state that you contacted a business and provide their directory entry or contact information. It is insufficient to make arguments why you believe the goals should be waived and you should be permitted to perform the entire contract with no participation goals. It is insufficient to detail that the contract was previously granted a waiver or that you were previously awarded this contract. A promise to use MBE/WBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts or to meet the contract MBE/WBE participation goals.
- It is the bidder's responsibility to establish and document the efforts that were undertaken to secure MBE/WBE participation. **Waivers are judged solely based upon the information provided and detailed to MWBOO in the bid submission.**
- There are numerous ways to identify subcontractors to participate on the contract such as: the MWBOO certification directory, <https://cityservices.baltimorecity.gov/mwboo/>, attending pre-bid information sessions, business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, and/or written notices or emails to all MBE/WBEs listed in MWBOO's directory that specialize in the services or goods required to perform the contract.

- MBE/WBEs should not be rejected as unqualified without sound reasons based on a thorough investigation of their capabilities. Factors such as the contractor's standing within their industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
- Bidders should make reasonable efforts, if needed, to assist interested MBE/WBEs in obtaining bonding, lines of credit, insurance, or related assistance or services as required by the subcontractor.
- Contacting and utilizing the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices (including MWBOO); and other organizations as allowed on a case-by-case basis to assist in the recruitment and placement of MBE/WBEs. When considering a waiver, you should contact MWBOO if you feel as though you have exhausted the ability to identify additional MBE/WBEs who could perform on the contract.

MWBOO will evaluate all of the detailed efforts in determining if the bidder has exercised good faith efforts.

SUBCONTRACTOR UTILIZATION FORM

THIS FORM MUST BE INCLUDED WITH REQUEST FOR FINAL PAYMENT

Prime Contractor's Name: _____

Contract Number and Title: _____

Total Contract Dollar Amount: _____

Provide the following information for EACH and EVERY subcontractor, both MBE/WBE and NON-MBE/WBE used on this contract. (Make additional copies of this form as needed).

Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND gender of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why.

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Prime Contractor's Signature

Date