



PARKING
OF BALTIMORE CITY
AUTHORITY

Request for Proposals

**FOR THE CLEANING AND SNOW REMOVAL
OF VARIOUS BALTIMORE CITY
PARKING LOTS**

DATE: FEBRUARY 28, 2019

PREPARED BY: BALTIMORE CITY PARKING AUTHORITY

PROPOSALS DUE: MARCH 29, 2019 BY 4:00 P.M.

I. INSTRUCTIONS TO BIDDERS

The Parking Authority of Baltimore City (“PABC”) is seeking competitive proposals from interested parties, (hereinafter referred to as the “**Respondent(s)**” or “**Contractor(s)**”) for cleaning and snow removal services from a list of public parking lots.

PLEASE NOTE: ONCE YOU HAVE RECEIVED THIS REQUEST FOR PROPOSAL, IT IS IMPORTANT YOU SEND AN EMAIL WITH CONTACT INFORMATION TO THE CONTRACT ADMINISTRATOR (contracts@bcparking.com) TO ADD YOUR FIRM TO THE EMAIL LIST FOR ANY ADDENDA OR OTHER COMMUNICATION.

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 of the duties previously performed by the City’s Purchasing Agent; and any decision or notice issued by PABC with regard to this RFP or resultant Management Agreement (“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 RFP has been drafted to reflect a typical procurement procedure, this format is for ease of consideration of proposals and to further a fair and impartial procurement process. The effect of any irregularities in this RFP, the bids 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 bidder as a result of this process.

PABC will recommend award of a management agreement based on the proposal that represents the “BEST VALUE” to PABC as outlined in Section VII. PABC’s recommendation for award will be made by a panel of selected representatives and subsequent negotiations with the short-listed candidates who best meet the criteria established in this Request for Proposal. PABC seeks responsible bids that include the following:

1. *Operations plan for lot cleaning and snow removal, including manpower and equipment availability;*
2. *Proposed Fees (Monthly cleaning fee, farmers market fee and snow removal fees);*
3. *MBE/WBE Participation; and*
4. *Other factors (such as general experience, experience in the Baltimore market, local office presence, reputation in the industry, prior terminations/disputes, ability to meet the requirements of the contract and promote the interests of the City and the PABC).*

Proposals will be evaluated primarily, but not exclusively, in these four areas. The Proposals received will be reviewed and evaluated by an independent panel (“Panel of Review”) that shall make a recommendation to the PABC Board of Directors. The Proposals and the

recommendation of the Panel of Review shall be considered by the PABC Board of Directors, and the respondent whose proposal is determined to present the “Best Value” to the City and the PABC shall be selected. The PABC and the selected respondent shall execute the agreement attached hereto as Exhibit 6 (the “Agreement”). If, in the sole determination of the PABC, an acceptable contract is not agreed upon in a timely and reasonable manner, the PABC reserves the right to reject all proposals and reissue the RFP, or select the respondent whose proposal represents the next “Best Value” to the City and the PABC. This process will continue until an acceptable agreement is agreed upon and approved.

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

II. REQUIRED DOCUMENTS

A. MBE/WBE Requirements:

The current goals established by the City’s Office of Minority and Women’s Business Opportunity (M/WBO) are **14.0%-MBE** and **10.0%-WBE** of the non-salary related line items listed in **Exhibit 5**. PABC will not respond to questions relating to MBE/WBE participation – these questions should be directed to the Minority Business Office at 410 -396-4355.

Respondents will complete and submit with their proposal, their commitment to comply with the Baltimore City - Minority and Women’s Business Enterprises Program statement, and Statement(s) of Intent completed by each MBE or WBE sub-contractor proposed for use (package) attached hereto as **Exhibit 5**. Failure to submit the completed MBE/WBE statements may result in the proposal being rejected as “non-responsive.”

B. Proposal Narrative

Your Bid must include a Proposal Narrative in the form of your choosing, but containing all of the information referenced below in **Section VI**.

C. Bid Forms

Your bid must include the completed bid forms, attached hereto Exhibit 5, which represents your overall operational costs for lot cleaning.

III. PROPERTY/SITE DESCRIPTION

A. This RFP administers numerous open parking lots throughout Baltimore City. A list of these parking lots and the applicable services required for each lot is set forth in **Exhibit 1** hereto attached.

B. Commencement of Operations - Scheduled beginning of the contract is **July 1**,

2019.

C. Examination of Site

Because this RFP is for services to open parking lots, you are free to tour and examine each parking lot at your convenience. All questions concerning the proposed contract or the related facilities **must be placed in writing** and emailed to contracts@bcparking.com. Questions posed by any other means shall not be permitted.

IV. TERMS OF OFFERING

The Parking Authority of Baltimore City is seeking competitive proposals from interested parties, who are willing and able to negotiate and enter into a **five (5) year** Agreement to clean and remove snow and ice from the listed public parking lots, and perform cleanings for the farmers market lots, in accordance with the terms of this RFP and in accordance with the policies and objectives for the Facilities as established by PABC in the Agreement.

The goals of PABC in offering the Agreement include, but are not limited to, the following:

- A.** To maintain the City-owned parking lots in such a fashion that they are consistently clean, well attended, and free of snow and ice.
- B.** To provide a positive and beneficial parking experience to all patrons who utilize the Facilities. This is to be accomplished by providing functional, first-class, clean, excellent state-of-repair, secure, and efficient parking for its customers.
- C.** To provide a clean location for the Farmers' Market. From the first Sunday in April through the last Sunday in December prior to Christmas Day, respondent will need to prepare the lot located at 400 East Saratoga Street, bounded by Gay Street, Saratoga Street, Hillen Road and the Fallsway (the "JFA lot"), for the Farmer's Market each Sunday morning that the Farmer's Market will be open, between the hours of 3:00 a.m. and 6:00 a.m., by sweeping the entire lot, emptying all trash cans, pre-treating the lot with degreaser and hot power-washing the lot ("Farmer's Market Cleaning"). Respondent will work directly with Baltimore Office of Promotion and Arts, (BOPA) for this part of the contract and clean to BOPA satisfaction. The contact is Donna Drew Sawyer or her designee, 10 E. Baltimore Street, 10th Floor, Baltimore, Maryland 21202, 410-752-8632.

V. AGREEMENT AND CONDITIONS

As stated above, this RFP is intended to result in a five-year agreement. The Agreement is attached hereto as Exhibit 5. The essential terms are without limitation:

- A.** PABC will offer a contract for a term of five (5) years:

- i. The successful Contractor will assume and pay ALL expenses in connection with the cleaning of the Facilities according to the schedule provided in Exhibit 1. As compensation, the Contractor shall be paid a monthly fee.
- ii. The successful Contractor will assume and pay ALL expenses in connection with periodic snow and ice removal from the Facilities as directed by the PABC. This task shall include snow plowing and salting. As compensation, The Contractor shall be paid a fee for each occasion of snow and/or ice removal.
- iii. The successful Contractor will assume and pay ALL expenses in connection with the cleaning of the JFA Lot for the Farmer's Market during the season of the Farmer's Market. As compensation, the Contractor shall be paid a fee for each Farmer's Market Cleaning.

B. The Contractor will be required to provide 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

- C.** Business Automobile Liability shall be provided at limits of not less than One Million Dollars (\$1,000,000) 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 prospective Agreement.
- D.** The Mayor and City Council of Baltimore, its elected/appointed officials, and employees, The Baltimore City Parking Authority, and its employees shall be covered, by endorsement, as additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor in connection with the prospective Agreement.
- E.** The Contractor's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the City, its elected/appointed officials, employees, and agents. Any insurance and/or self-insurance maintained by the City, its elected/appointed officials, employees, or

- agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.
- F.** 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 given to PABC.
 - G.** 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.
 - H.** Prior to commencement under the Agreement, the Contractor 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.
 - I.** Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required may render the prospective Agreement null and void; provided, however, that no act or omission of PABC shall in any way limit, modify or affect the obligations of Contractor under any provision of the prospective Agreement.
 - K.** Neither Contractor 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 prospective Agreement. All policies of insurance to be obtained by the Contractor shall provide that any loss shall be payable notwithstanding any act or omission of PABC or Contractor that might otherwise result in a forfeiture or disclaimer of such insurance by the carrier. The insurance carried by the Contractor shall provide for (i.e., consent to) the waiver of subrogation against PABC.
 - L.** The Contractor shall indemnify, defend, and hold harmless PABC, the City, its elected/appointed officials, employees, agents, and volunteers from any and all claims, demands, suits, and actions, including attorney's fees and court costs, connected therewith, brought against PABC and/or City, its elected/appointed officials, employees, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Contractor, its employees, agents, or volunteers, EXCEPT for activities caused by the sole negligent act or omission of PABC and/or City, its elected/appointed officials, employees, agents, and volunteers arising out of the prospective Agreement.

VI. QUALIFICATIONS, PROPOSAL NARRATIVE CONTENT & EVALUATION CRITERIA

The Respondent is required to submit the following information in sufficient detail to enable PABC to give consideration to and evaluate the proposal. **See Section IX for Selection Procedures.**

A. QUALIFICATIONS - For purposes of this RFP, the Respondent firm must first demonstrate that it meets each of the following criteria to become a Qualified Firm:

1. The firm has been in the business of parking facilities snow/ice removal, maintenance and cleaning for at least the past five (5) years. If the bidder is a partnership or other assemblage of parking facilities snow/ice removal, maintenance and cleaning firms, a component of the assembled entity must be a firm that has been in the business of parking facilities snow/ice removal, maintenance and cleaning management for at least the past five (5) years. Firm must provide evidence of this criterion.
2. The firm currently provides the aforementioned services for at least one (1) client with a contract comparable to this offering. The firm must have provided these services for at least the past two (2) years. Firms must describe the facilities (locations and number of spaces) and provide the contact information for the owner and/or property manager of these facilities. Management and/or ownership of these facilities will be contacted by the PABC.
3. The firm maintains a management office within 20 miles of the City, with at least one dedicated operations manager. Firm must provide address and telephone number of the office and the name and qualifications of the manager.
4. The firm must be in good standing with the Maryland State Department of Assessment and Taxation, City of Baltimore, and Parking Authority of Baltimore City.

B. FIRM'S EXPERTISE - A detailed narrative statement describing the previous experience of the company demonstrating how the Respondent has managed similar tasks for similar clients in the past and how the Respondent proposes to staff and provide the necessary equipment for this undertaking.

Provide at least three (3) references from owners with whom the Respondent has a comparable contract on the basis established above. Include the reference name, title, phone number, fax number, physical address, e-mail address, and dates of the contract.

Also include in this section any contract terminations that have occurred over the past five years regardless of whether such termination was by consent or was "for cause termination" or "default". **(Limit Section B to 2 pages)**

C. OPERATING PLAN - A plan of operations that addresses the terms and conditions of the Agreement. The schedule of services attached as **Exhibit 1** is not subject to change. Proposals that alter this schedule may be rejected as non-responsive. Operating plans shall include but not be limited to the following:

1. A brief description of the Respondent's organizational structure that would support the project. **(Limit 1 page)**
2. A staffing schedule by position. **(Limit 1 page)**
3. A list of equipment that bidder owns or would lease in order to guarantee contract compliance.
4. A brief narrative of quality assurance mechanisms and how bidder intends to guarantee contract compliance and total satisfaction of PABC. **(Limit 3 pages)**
5. Emergency Procedures.

D. PROPOSED FEES – Respondents shall provide a proposed monthly fee (using **Exhibit 4**) for lot cleaning (including the removal and disposal of all debris) for services provided according to **Exhibit 1 and Exhibit 2**. Respondents shall provide a proposed fee for each Farmer's Market Cleaning (including the removal and disposal of all debris using **Exhibit 4**) for services provided according to **Exhibit 1 and Exhibit 2**. Respondents shall also provide a proposed occasional fee for snow/ice removal as outlined in **Exhibit 3**. It is the intent of the PABC to provide the Contractor with notice when snow/ice removal is requested and the Contractor must be able to complete the requested snow/ice removal within twenty-four (24) hours of such notice.

E. MBE/WBE PARTICIPATION - In the making of the prospective Agreement, PABC encourages opportunities for minority and women business enterprises (MBE/WBE) to be utilized in connection with the servicing of this Agreement. Refer to **Section II, Section VII and Exhibit 5** hereof for details.

VII. SUBMISSION REQUIREMENTS, PROPOSAL ACCEPTANCE, REJECTION, ADDENDA AND SUPPLEMENTS

Proposals should be prepared in a professional manner and provide a clear and concise overview of the Respondent's ability to satisfy the requirements of this RFP. Proposals may include any background or other supporting information that the Respondent feels necessary, and must include at a minimum, the response requirements listed in **Sections II and VI** hereof. PABC will not be limited solely to the information provided by the Respondent, but may utilize other sources of information useful in evaluating the capabilities of the Respondent. Unique capabilities or advantages of the Respondent should be clearly stated in the proposal.

A. Submission Requirements

An original plus four (4) copies of the proposal must be submitted to:

Parking Authority of Baltimore City
Attn: Contract Administrator
200 W. Lombard Street, Suite B
Baltimore, MD 21201

on or before March 29, 2019, by 4:00 p.m. (the closing date and time stated in **Section IX**). **Proposals should be formatted with the following in mind:**

- i. Submitted on 8.5 x11 paper, 1” margins, Times New Roman, 12pt font
- ii. Provided in sealed envelopes or packages and clearly marked "Cleaning and Snow Removal RFP".
- iii. Failure to submit the proposals in the manner described above will result in the proposal being rejected as unresponsive. Proposals or unsolicited amendments to proposals arriving by oral, fax, telegraphic, electronic mail, mail-gram or after the closing date and time will not be accepted

B. Proposal Acceptance

To be considered, Respondent shall submit a complete, written response to this RFP, including any addenda issued in response to questions and inquiries. It is essential that each Respondent adhere to these guidelines and the Proposal Contents listed in **Section IV**. **Failure to do so will be grounds for rejection of the proposal.**

PABC will designate and assemble a panel to review and analyze the submissions. The review panel shall make its advisory recommendation(s) based on the criteria outlined in this RFP.

C. Addenda and Supplements to the RFP

Should it become necessary to revise any part of this RFP, provide additional information necessary to adequately interpret provisions and requirements of this RFP, or respond to written inquiries concerning the RFP, an Addendum to the RFP shall be provided to all entities that received the initial RFP.

D. Cancellation of the RFP: Rejection of all Proposals

PABC may in its sole discretion, cancel this RFP, in whole or in part, and/or reject all proposals submitted when this action is determined to be advantageous or in the best interest of PABC.

VIII. MBE/WBE Participation

It is the policy of the City of Baltimore that minority individuals, minority and women's business enterprises have the maximum opportunity to participate in any ownership, financing, management, operations, and employment. PABC supports this policy and mandates that all Respondents commit to the program goals.

The Respondent will complete and submit with its bid, its commitment to comply with the Baltimore City - Minority and Women's Business Enterprises Program statement attached hereto as **Exhibit 5**.

Failure to submit a completed MBE/WBE package is grounds for rejection of a proposal.

IX. SELECTION PROCEDURES

A. Eligibility for Selection

Generally, see Section I of these Instructions for the selection criteria and process. In order to be eligible for selection resulting from this RFP, the Respondent must clearly demonstrate to PABC that its proposal represents the "BEST VALUE" to the City as follows:

1. A proposal possessing the Best Value is one that clearly demonstrates, to the satisfaction of PABC, that Respondent will be able to meet the obligations of the Agreement and provide high-quality services.
2. PABC will focus on the components of the Respondent's proposed monthly fee (cleaning) occasional fee (snow/ice removal) and Farmer's Market Cleaning Fee that are to be submitted using **Exhibit 3 and Exhibit 4**.
3. A proposal possessing Best Value is one that also complies with the method and timeliness of submission, conformance to the requirements of the RFP, the program goals, and the ability of the Respondent to achieve those goals.
4. Each Respondent must be registered in the State of Maryland, possess or obtain prior to award, the necessary permit(s) as required by law, and have a local office in or within close proximity to the City of Baltimore.
5. The selected Contractor shall obtain, maintain, and keep in full force and effect the types of insurance described in the RFP. The successful Respondent should deliver such Certificates of Insurance to PABC at least ten (10) days prior to the start of the Agreement.

B. Approval by the Parking Authority Board of Directors

PABC will summarize and recommend the Panel of Review's selection to its Board of Directors. Following approval by the Board, the Agreement will be prepared on behalf of PABC and submitted to the successful Respondent.

C. Negotiating Period

Following recommendation of an award to PABC's Board of Directors, it may be necessary or desirable for PABC to enter into negotiations with one or more of the Respondents. PABC, at its sole discretion, may cancel negotiations with the first selected Respondent and proceed with the next acceptable Respondent, solicit new proposals, or abandon the RFP and reject all bids. Upon completion of negotiations, the Contractor shall execute six (6) originals of the prospective Agreement and return the executed Agreement to the PABC for presentation to the City's Board of Estimates.

D. Board of Estimates Approval

- i Decisions regarding selection of the Respondent shall be made by the Parking Authority and recommended to the City of Baltimore Board of Estimates for its formal approval. The final acceptance of any proposal and resultant Agreement is subject to the approval of the Board of Estimates of Baltimore City. **Unless and until approved by the Board of Estimates, the Agreement contemplated herein shall be null and void and of no legal effect.**
- ii Nothing contained in this RFP shall obligate PABC to conduct a post-award debriefing to Respondents.

X. RIGHTS RESERVED BY PABC

- A. PABC reserves the right, in its sole discretion, to recommend or not recommend the award of an Agreement related to this RFP based upon the written proposals received by PABC. All portions of this RFP and the Respondent's proposal will be considered a part of the Agreement and will be incorporated by reference.
- B. PABC reserves the right, in its sole and absolute discretion, to accept or reject any and all proposals received as a result of this RFP.
- C. No proposal may be withdrawn for a period of ninety (90) days subsequent to the Proposal Due Date without the consent of PABC.
- D. No interpretation, explanation, or clarification of the Agreement will be binding on PABC unless reduced to writing and signed by the Executive Director of PABC.

XI. ADMINISTRATIVE INFORMATION

A. Issue Date

The issue date of this RFP is **February 28, 2019**. For a schedule of events for this RFP see **Section XII**.

B. Questions and Inquiries

Emailed questions will be accepted from Respondents until the closing date for questions. A summary of all substantive questions and answers will be distributed, via email, to all entities receiving the RFP. The closing date for submitting emailed questions is 4:00 p.m. on **March 14, 2019**. Questions or requests received after this deadline will not be considered.

Responses to all emailed questions received, (if any) will be distributed to all recipients of the RFP, via email, on or before **March 18, 2019**.

C. Closing Date for Proposals

The closing date for receipt of proposals is 4:00 p.m., March 29, 2019. Respondents who submit their proposals by mail or delivery service should allow sufficient mailing and delivery time to ensure receipt by the Issuing Officer by the time and date stated above. Proposals will not be opened publicly.

D. Issuing Office

The PABC, issues this RFP. All proposals, whether mailed or hand delivered, must be received by **4:00 pm, March 29, 2019** at:

Parking Authority of Baltimore City
200 West Lombard Street Suite B
Baltimore, Maryland 21201
Attention: Contract Administrator

E. Incurring Expenses

Neither PABC, nor City shall be responsible for any cost incurred by any Respondent in preparing and submitting a proposal or requested supplemental information in response to the RFP.

F. Duration of Proposal

Proposals are to be valid and irrevocable for a period of ninety (90) days following final date for submission of proposals.

G. Public Information Act Notice

Respondent should give specific attention to identifying those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such material, upon request, should not be disclosed by PABC under the Maryland Public Information Act SS 1-601 et seq. of the State Government Article, Annotated Code of Maryland.

H. Compliance with the Law

By submitting an offer in response to this RFP, the Respondent selected for award agrees that it will comply with all Federal, State, and City laws, rules, regulations, and ordinances applicable to its activities and obligations under this RFP and the Contract.

XII. SCHEDULE OF EVENTS:

- | | |
|--|-------------------------------|
| 1. Date RFP issued: | February 28, 2019 |
| 2. Due date for all emailed questions: | March 14, 2019 |
| 3. Responses to Questions Distributed: | March 18, 2019 |
| 4. <u>Proposals Due:</u> | March 29, 2019 4:00 pm |
| 5. Estimated Start Date | July 1, 2019 |

Thank you for your interest,

Baltimore City Parking Authority

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EXHIBIT 1

Location	<i>Power Sweep</i>	Services <i>Backpack Blow</i>	<i>Trim</i>	<i>Hand Sweep</i>	<i>Empty Trash</i>	Equipment <i>Cans</i>	<i>Dumpster</i>
Priority 1							
400 E. Saratoga	Bi -Weekly	Bi -Weekly	As Needed	4x per week	4x per week	6	X
453 Guilford Ave	Bi -Weekly	Bi -Weekly	As Needed	4x per week	4x per week	4	
400 Broadway	Bi -Weekly	Bi -Weekly	As Needed	4x per week	4x per week	1	
600 Broadway	Bi -Weekly	Bi -Weekly	As Needed	4x per week	4x per week	1	
700 Broadway	Bi -Weekly	Bi -Weekly	As Needed	4x per week	4x per week	1	
5707 Smith Avenue	Bi -Weekly	Bi -Weekly	As Needed	4x per week	4x per week	2	
Priority 2							
202 Key Highway	Bi -Weekly	Bi -Weekly	As Needed	3X per week	3x per week	1	
301 Green Street	Bi -Weekly	Bi -Weekly	As Needed	3X per week	3x per week	1	
2200 McElderry Street	Bi -Weekly	Bi -Weekly	As Needed	3X per week	3x per week	3	
2100 McElderry Street	Bi -Weekly	Bi -Weekly	As Needed	3X per week	3x per week	2	
500 Collington Street	Bi -Weekly	Bi -Weekly	As Needed	3X per week	3x per week	1	
3702 Fleet Street	Bi -Weekly	Bi -Weekly	As Needed	3X per week	3x per week	3	
1100 Hollins Street	Bi -Weekly	Bi -Weekly	As Needed	3X per week	3x per week	1	
5600 Newberry Street	Bi -Weekly	Bi -Weekly	As Needed	3X per week	3x per week	1	
3200 Barclay Street	Bi -Weekly	Bi -Weekly	As Needed	3X per week	3x per week	3	
400 Ponca Street	Bi -Weekly	Bi -Weekly	As Needed	3X per week	3x per week	2	
Mott and Ensor	Bi -Weekly	Bi -Weekly	As Needed	3X per week	3x per week	1	
Forest and Ensor	Bi -Weekly	Bi -Weekly	As Needed	3X per week	3x per week	1	
Forest and Orleans	Bi -Weekly	Bi -Weekly	As Needed	3X per week	3x per week	1	

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10 S. Frederick Street	Bi-Weekly	Bi-Weekly	As Needed	3X per week	3X per week	1	
100 Birkhead Street	Bi-Weekly	Bi-Weekly	As Needed	3X per week	3X per week	1	
1700 Pennsylvania Street	Bi-Weekly	Bi-Weekly	As Needed	3X per week	3X per week	1	
210 Guilford Avenue	Bi-Weekly	Bi-Weekly	As Needed	3X per week	3X per week		X

EXHIBIT 2

PABC WEEKLY OPEN LOTS MAINTENANCE SCOPE OF SERVICES

Backpack Blowing

- I. A gas Powered backpack blower will be utilized by one laborer who will work ahead of the power sweeper.
- II. Loose debris will be blown from fence lines and from behind curb-stops where the sweeper is unable to reach.
- III. Debris will be blown into the drive aisles where it can be collected by the sweeper.

Power Sweeping

- I. A Tennant 6500, or similar power sweeper, will be utilized by one driver who will work behind the backpack blower.
- II. Loose debris from all drive aisles and parking spaces will be swept and vacuumed into the sweeper hopper.
- III. Debris will be emptied into an open-topped dumpster on-site or into the bed of a pick-up truck that will subsequently be hauled away and emptied off-site.

Trimming

- I. A gas powered trimmer will be utilized to trim weeds along fence-lines and around curb-stops.
- II. Loose trimmings will be collected and emptied into an open-topped dumpster on-site or into the bed of a pick-up truck that will subsequently be hauled away and emptied off-site.

Hand Sweeping

- I. A dustpan and broom will be utilized to hand-sweep loose debris such as cups, napkins, bottles, etc.
- II. Swept debris will be emptied into garbage liners that will be emptied into an open-topped dumpster on-site or into the bed of a pick-up truck that will be subsequently hauled away and emptied off-site.

Emptying Trash Receptacles

- I. Trash liners will be pulled from trash cans on-site.
- II. Full trash liners will be emptied into an open topped dumpster on-site or into the bed of a pick-up truck that will be subsequently hauled away and emptied off-site.

EXHIBIT 3

SNOW AND ICE REMOVAL FEE FORM

The following pricing is for the clearing of ice and snow, and the application of salt on all lots listed in **Exhibit 1** (the "facilities"). Snow removal will be billed to the Parking Authority as determined by the **accumulation stated per snowfall for the City of Baltimore in the Baltimore Sun newspaper**. Accumulations less than 1.5 inches will require PABC approval before any work is to be done. Accumulations greater than 1.5 inches will not require approval prior to commencement of work.

During the existence of chronic ice, Contractor shall implement an ongoing program for applying rock salt, salt/sand mix and/or chemicals to assure maximum safety. The Parking Authority requests snow and ice removal pricing as follows:

COMPENSATION SCHEDULE

A.

1. 0.1" – 2" Snowfall Accumulation Over 24 hr. Period.

\$ _____ per snowfall for plowing and salting the Facilities

2. 2.1" – 4" Snowfall Accumulation Over 24 hr. Period.

\$ _____ per snowfall for plowing and salting the Facilities.

3. 4.1" – 6" Snowfall Accumulation Over 24 hr. Period.

\$ _____ per snowfall for plowing and salting the Facilities.

4. 6.1" – 8" Snowfall Accumulation Over 24 hr. Period.

\$ _____ per snowfall for plowing and salting the Facilities.

5. Greater than 8" Snowfall Accumulation Over 24 hr. Period.

Contractor shall be compensated in accordance with the following rates for use of special snow hauling equipment as may be required for snowfalls greater than 8". Special snow handling equipment (i.e., end loaders, bobcats, tractors) requiring special charges above and beyond contractor's normal snow plowing rates shall be utilized only with the PABC's prior written (email acceptable) authorization and shall have rates described as follows.

Equipment Description:

Hourly Rate:

_____ \$ _____

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_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

EXHIBIT 4

Proposed Fee Form

1. Please state the proposed monthly fee for all services provided pursuant to Exhibits 1 and 2 that your company would charge PABC.

\$ _____ **per month** for all services described in Exhibits 1 and 2.

2. Please state the proposed fee for **each** Farmer's Market Cleaning.

From the first Sunday in April through the last Sunday in December prior to Christmas Day, respondent will need to prepare the lot located at 400 East Saratoga Street, bounded by Gay Street, Saratoga Street, Hillen Road and the Fallsway (the "JFA lot"), for the Farmer's Market each Sunday morning that the Farmer's Market will be open, between the hours of 3:00 a.m. and 6:00 a.m., by sweeping the entire lot, emptying all trash cans, pre-treating the lot with degreaser and hot power-washing the lot ("Farmer's Market Cleaning"). Respondent will work directly with Baltimore Office of Promotion and Arts, (BOPA) for this part of the contract and clean to BOPA satisfaction. The contact is Sam Hanson, 443-263-4331.

\$ _____ **for each** Farmer's Market Cleaning.

EXHIBIT 5

MBE/WBE Forms Package follows

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

**MBE AND WBE PARTICIPATION
COMMITMENT FORMS**

Name of Bidder (Proposer) _____

Address _____

Contracting Agency: _____

Contract (Project) Title: _____

Contract Number: _____

Bid Due Date: _____

The Overall MBE goal is14%

The WBE goal is 10%

If MBE Sub-Goals Apply:

African American	N/A%
Asian American	N/A%
Hispanic American	N/A%
Native American	N/A %

**THIS PACKAGE OF MBE AND WBE PARTICIPATION
COMMITMENT FORMS IS DUE WITH THE BID.**

FOR MORE INFORMATION OR ASSISTANCE WITH THESE FORMS CONTACT:

Minority and Women's Business Opportunity Office (MWBOO)
Baltimore City Department of Law
Room 101, City Hall
100 N. Holliday Street
Baltimore, MD 21202
(410)396-4355

PART A: INSTRUCTIONS

The requirements of Article 5, Subtitle 28 of the Baltimore City Code (2014 Edition) – 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 SHALL BE A BREACH OF CONTRACT.

Highlights of the City’s MBE/WBE program are noted below. A complete copy of Article 5, Subtitle 28 of the Baltimore City Code (2014) is available on the website at: www.baltimorecity.gov/Government/Citychartercodes.aspx or at the Minority and Women’s Business Opportunity Office.

1. BID REQUIREMENTS

Bid 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 or WBE

Part C: Statement of Self-Performance – if applicable, to be signed by Bidder

Part D: MBE/WBE Participation Affidavit – to be completed and signed by Bidder

Part E: MBE/WBE Participation Waiver Request– to be completed and submitted by Bidder if unable to meet the participation goals

Any bid that does not include signed Statement of Intent Form(s) and the MBE/WBE Participation Affidavit is non-responsive and will be rejected.

Bidder must keep a record of its efforts to obtain MBE and WBE participation.

2. VERIFYING CERTIFICATION

Bidder is responsible for verifying that each MBE and WBE to be used on a contract is certified by the Minority and Women’s Business Opportunity Office (MWBOO) at bid opening. The MBEs and WBEs named must be certified to provide the services that they are listed to perform, and the services must be required as part of the work on this contract. A directory of certified MBEs and WBEs is available online at <http://cityservices.baltimorecity.gov/law/mwboo> or at the offices of MWBOO. (Art. 5, §28-48(d))

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 substitution of an MBE or WBE specified at bid opening. Any unjustified failure to comply with this requirement 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.

**PART B: MBE/WBE AND PRIME CONTRACTOR'S
STATEMENT OF INTENT**

**COMPLETE A SEPARATE FORM FOR EACH MBE AND WBE
NAMED IN THIS BID.
(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**

Name of Prime Contractor: _____

Name of MBE or WBE (*circle one*): _____

Brief Narrative Description of the Work/Service to be performed by MBE or WBE:

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Dollar Amount: \$ _____ (*If this is a requirements contract, the subcontract dollar amount may be omitted; however, the subcontract percentage must be included.*)

Subcontract percentage of total contract: _____% (*This is not considered material information for lump sum contracts.*)

(If MBE sub-goals apply, please indicate the sub-goal covered by this Statement of Intent.)

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 dollar amount 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 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

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

**CHANGES TO INFORMATION ON THIS FORM 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: _____

Self-Performance to be counted toward the MBE _____ or WBE _____ goal. (Check One)

Brief Narrative Description of the Work/Service to be Self-Performed by the Prime Contractor:

Materials/Supplies to be furnished by the Prime Contractor:

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

Total Dollar Amount of Self-Performed Work to be counted toward the MBE or WBE Goal: (May count up to 50% of the total dollar amount of self-performed work): \$ _____

If this is a Requirements Contract, you may omit the Dollar Amount; however, the Percentage must be included.

Total Percentage of Total Contract to be Self-Performed by Prime Contractor on this Contract: _____ %

Percentage of Self-Performed Work to be counted toward the MBE or WBE Goal: (May count up to 50% of the total percentage of self-performed work): _____ %

(If MBE sub-goals apply, please indicate the sub-goal covered by this Statement of Intent.)

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

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 **14%** and the WBE goal of **10%** for this contract. Contractor has achieved the following participation:

MBE-\$ _____ or _____ % and WBE-\$ _____ or _____ %
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 (2014 Edition). 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 canceled checks and any other documentation and reports required by MWBOO verifying payments to the MBE and WBE firms utilized on the contract.

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

Address

Print Name and Title

Sworn and subscribed before me this _____ day of _____, in the year _____.

Notary Public

PART E: MBE/WBE PARTICIPATION WAIVER REQUEST FORM

Name of Bidder (Proposer) _____

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.*)

Explain why waiver is being requested:

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

Signature of Authorized Company Representative

Date

PART F: 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.

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.

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.

Prime Contractor's Signature

Date