

Request for Qualifications, Affirmations, and Bids

PABC Janitorial Services



Parking Authority of Baltimore City

March 11, 2024

Bids Due: Monday, April 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, April 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-03-2024
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 RFQA&B 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 April 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
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3. RFB SCHEDULE

<u>Event</u>	<u>Date</u>
• Issue Request for Qualifications and Bids (RFB)	March 11, 2024
• Pre-Bid Conference/Site Visit	April 8, 2024, 11:30 a.m.
• Deadline for Questions	April 15, 2024
• Addendum (if any)	April 19, 2024
• Due Date for Bids	April 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, April 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 July 1, 2024, through June 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

The Vendor must furnish and keep in effect during the term of the contract the following:

- 9.1. General liability insurance in the amount of \$1,000,000 per occurrence and 2,000,000 aggregates, including but not limited to Personal Injury Liability coverage.
- 9.2. Worker's Compensation Insurance as is required by the laws of the State of Maryland.
- 9.3. PABC shall have the absolute right to immediately terminate the contract if any insurance policy is canceled at any time for any reason and a new policy is not obtained by the Vendor and approved by PABC.

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.

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 OF BID

19.1. Each of the Attachments 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

- 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 **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 Fee**, which shall be good for 6 years.
 - 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 Fee** 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 **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.
- 19.1.2.4. **Bids shall be submitted with a \$50.00 non-refundable fee.** Checks should be made payable to the Baltimore City Parking Authority. All bids not accompanied by this fee will be returned and marked rejected.

- 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, April 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 July 1, 2024, and ending June 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-03-2024

ISSUE DATE: March 11, 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: April 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 Annual Fee will be effective from July 1, 2024, to June 30, 2030.

Total Annual Fee _____ (to be paid in twelve (12) monthly installments).

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: _____