

## INVITATION FOR BID

No. 2014-006

### CITYWIDE CUSTODIAL CLEANING SERVICES

**Solicitation Issued:** June 05, 2014

**Bid Submissions Due:** July 17, 2014      Time: 11:00 AM

**Submissions Received By:** Sunil Prithviraj, Capital Projects Manager  
City of Gaithersburg  
Department of Public Works  
800 Rabbitt Road  
Gaithersburg, Maryland 20878

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## **SECTION 1: Definitions**

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- A. "Bid Proposal" means the binding offer and any and all documents submitted to the City by a Bidder in response to this Solicitation.
- B. "Bid Proposal Price" means the monetary offer of the Bid Proposal.
- C. "Bidder" means any Person submitting a Bid Proposal in response to this Solicitation.
- D. "City" means the City of Gaithersburg, Maryland, a municipal corporation of the State of Maryland.
- E. "City Manager" means the City Manager of the City.
- F. "Contract" means the binding agreement awarded pursuant to this Solicitation, if any.
- G. "Contract Administrator" means the City employee assigned to administer the Contract.
- H. "Lowest Responsive and Responsible Bidder" means the Responsible Bidder who submits a Responsive Bid Proposal and offers the most advantageous pricing or cost benefit.
- I. "Person" means any individual, sole proprietorship, association, company, firm, partnership, limited partnership, joint venture, corporation, Limited Liability Company or other form of entity or association recognized at law.
- J. "Responsible Bidder" means a Bidder who is fully: (i) capable to meet all of the requirements of this Solicitation and under the Contract, including financial and technical; and (ii) able to evidence the ability to provide the Services under the Contract.
- K. "Responsive Bid Proposal" means a Bid Proposal that fully conforms in and to all material respects and requirements to and of this Solicitation, including all form and substance.
- L. "Solicitation" means this Invitation to Bid.
- M. "Solicitation Documents" means this Solicitation and any and all documents issued and/or used by the City to solicit Bid Proposals, including but not limited to: addendums, amendments, forms and specifications.

**~ END OF SECTION 1 ~**

## **SECTION 2: Introduction and Notices to Bidders**

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### **2.1. INTRODUCTION**

The City is seeking sealed Bid Proposals for the provision of Custodial Cleaning Services at various City-owned facilities (hereinafter referred to as “Services”), which include the following:

- ↳ Activity Center at Bohrer Park
- ↳ B&O Budd Car
- ↳ B&O Caboose
- ↳ B&O Train Museum
- ↳ B&O Train Station
- ↳ Bohrer Park Comfort Station and Pavilions
- ↳ Casey Community Center
- ↳ City Hall
- ↳ City Hall Pavilion
- ↳ Community Services Offices
- ↳ Gaithersburg Aquatic Center
- ↳ Gaithersburg Arts Barn
- ↳ Police Station
- ↳ Public Works
- ↳ Skate Park at Bohrer Park
- ↳ Water Park at Bohrer Park

### **2.2. NOTICES TO BIDDERS**

#### **A. City’s Liability**

This is a Solicitation only, it is not a contract. The City shall assume no obligation to pay or reimburse any Person for any costs, fees, or expenses incurred in preparation of a response to this Solicitation, or for any meetings or travel costs related to such response.

The City reserves the right to reject any or all Bid Proposals in full or in part and/or to waive any technicalities or informalities as best may serve the interests of the City. The City is under no obligation to any Person under this Solicitation until a contract is executed for the Services described herein.

#### **B. Authority to Distribute Solicitation Documents**

The City is the sole entity with the authority to issue and distribute Solicitation Documents. Any and all Solicitation Documents obtained from any source other than the City may be incomplete and/or incorrect. The City assumes no responsibility for any error, omission and/or misinterpretation resulting from the reliance and/or use of Solicitation Documents that are not issued and distributed by the City.

Any and all Solicitation Documents shall be posted on the City’s website at: <http://www.gaithersburgmd.gov/government/procurement/current-bids>.

#### **C. Acceptance**

The submission of a Bid Proposal shall constitute acknowledgement and acceptance

by the Bidder of the requirements and terms and conditions specified herein.

D. Restricted Discussions

Bidders are prohibited from discussing this Solicitation or any part thereof with any employee, agent, or representative of the City except as expressly authorized herein. The City may, in its sole discretion, reject the Bid Proposal submitted by a Bidder who is in violation of this provision.

E. State of Maryland Bid and Contract Requirements

I. Bidding Requirements

The Bidder must be qualified to bid in the State of Maryland in accordance with §16-202 and §16-203 of the State Finance and Procurement Article of the Annotated Code of Maryland.

II. Contract Requirements

To enter into a contract with the City, the Bidder must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations.

F. ADA Requirements

Individuals with a disability, who would like to receive the information in this Solicitation in another form, may contact the City's Procurement Manager at 301-258-6320.

**~ END OF SECTION 2 ~**

## SECTION 3: Solicitation Information and Schedule

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### 3.1. **SOLICITATION SCHEDULE**

The following is the tentative schedule of events for this Solicitation. The City reserves the right to modify this schedule at any time as best may serve the interests of the City; any and all modifications will be communicated by addendum or amendment as specified herein. All times are according to Eastern Standard Time (EST).

EVENT	DATE	TIME
<b>A. Solicitation Issued:</b>	June 05, 2014	N/A
<b>B. Mandatory Pre-Bid Meeting:</b>	June 25, 2014	10:00 a.m.
<ul style="list-style-type: none"> <li>↳ <u>Location</u> City of Gaithersburg Department of Public Works 800 Rabbitt Road Gaithersburg, Maryland 20878</li> </ul>		
<b>C. Bidder Questions Due:</b>	July 07, 2014	3:00 p.m.
<b>D. City's Answers to Questions Issued:</b>	July 14, 2014	N/A
<b>E. Closing Date:</b>	July 17, 2014	11:00 a.m.
<ul style="list-style-type: none"> <li>↳ <u>Submitted To</u> Sunil Prithviraj, Capital Projects Manager City of Gaithersburg Department of Public Works 800 Rabbitt Road Gaithersburg, Maryland 20878</li> </ul>		
<b>F. Opening of Bid Proposals:</b>	July 17, 2014	11:00 a.m.
<ul style="list-style-type: none"> <li>↳ <u>Location</u> City of Gaithersburg Department of Public Works 800 Rabbitt Road Gaithersburg, Maryland 20878</li> </ul>		

### 3.2. **MANDATORY PRE-BID MEETING**

- A. Attendance of the Pre-Bid Meeting for this Solicitation is mandatory. The purpose of the meeting is to provide a method for all Bidders to become familiar with the Services and any and all conditions and specifications which may, in any manner, affect the Services under the Contract. Bidders are expected to bring a copy of all Solicitation Documents to the meeting; the City will not provide copies of any such documents.

**Any and all Bidders who do not attend the Pre-Bid Meeting shall not be eligible to submit a Bid Proposal in response to this Solicitation.**

- B. The City expects each Bidder to carefully examine all Solicitation Documents and to become thoroughly aware of any and all conditions, requirements and/or specifications that may, in any manner, affect the Services under the Contract. A claim by any Bidder of a lack of knowledge of any such conditions, requirements and/or specifications shall not be grounds for any additional allowances and/or for any protest by the Bidder. The submission of a Bid Proposal by any Bidder shall be taken as prima facie evidence that the Bidder has familiarized themselves with the nature and extent of the Services to be provided.

**3.3. OPENING OF BID PROPOSALS**

Bid Proposals will be opened and publicly read aloud on the date, and at the time and location, specified in Section 3.1 of this Solicitation.

**3.4. SOLICITATION QUESTIONS**

The failure by the Bidder to ask questions regarding this Solicitation shall constitute acknowledgement, understanding and acceptance by the Bidder of all the terms, conditions and requirements set forth in this Solicitation.

A. Submission of Questions

Any and all questions regarding this Solicitation shall be submitted by the date and time specified in Section 3.1 of this Solicitation, and as follows:

- I. In writing to Sunil Prithviraj, Capital Projects Program Manager, using one of the following methods:

↳ By Email  
[sprithviraj@gaitthersburgmd.gov](mailto:sprithviraj@gaitthersburgmd.gov)

↳ By Mail  
City of Gaithersburg  
Department of Public Works  
800 Rabbitt Road  
Gaithersburg, Maryland 20878

B. Answers to Questions

The City's answers to Bidder questions will be posted on the date specified in Section 3.1 of this Solicitation, and by addendum on the City's website at: <http://www.gaitthersburgmd.gov/government/procurement/current-bids>.

**~ END OF SECTION 3 ~**

## **SECTION 4: Bid Proposal Submission Instructions**

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### **4.1. BID PROPOSAL SUBMISSION INSTRUCTIONS**

- A. The Bidder shall submit its Bid Proposal as follows:
  - I. To the designated location and by the Closing Date specified in this Solicitation.
  - II. In a sealed package clearly labeled:
    - ➔ No. 2014-006
    - ➔ Citywide Custodial Cleaning Services
- B. The Bidder is strictly prohibited from submitting its Bid Proposal by facsimile or by e-mail. Any and all Bid Proposals submitted as such shall be rejected as non-responsive and be removed from consideration.
- C. The City shall assume no responsibility for delays or errors in the delivery of any Bid Proposal; postmarking by the Closing Date shall not substitute for actual receipt.
- D. Any and all Bid Proposals submitted not in compliance with any of the provisions herein shall be rejected as non-responsive and be removed from consideration.
- E. No partial Bids will be accepted or reviewed. Partial Bids are considered incomplete and subject to immediate exclusion from consideration.

### **4.2. BID PROPOSAL CONTENTS**

The Bidder shall submit two (2) complete original paper Bid Proposals, each of which shall bear original signatures and contain the following documents and forms:

- A. Statement of Qualifications

The Bidder shall include a statement of qualifications (“SOQ”) in their Bid Proposal, which shall include the information and be organized as follows:

  - I. This section of the SOQ relates to the Bidder’s business profile and shall include:
    - ➔ The legal name of the business and, if applicable under this Solicitation, the trade name of the business;
    - ➔ The type of business (i.e. corporation, limited liability corporation or company, partnership, etc.);
    - ➔ The state where this business is domiciled (formed);
    - ➔ The location of the principle office and any and all branch office(s) for the business;
    - ➔ The nature of the business; and
    - ➔ The geographical area(s) the business services.
  - II. This section of the SOQ shall describe the capabilities and qualifications of, and the resources available to, the Bidder to provide the Services.

- III. This section of the SOQ relates to the Bidder's training programs and rules and regulations, and shall:
- ↪ Include and describe any and all of the Bidder's training programs, such as LEED, management, OSHA and technical training programs.
  - ↪ Include and describe any and all of the Bidder's quality control measures.
  - ↪ Describe and include as an attachment, any and all rules and regulations governing the business' employees during working hours.
- IV. This section of the SOQ relates to the financial wellness of the business and shall include, as an attachment, a letter of recommendation from a financial institution that describes attests to whether the Bidder is financially responsible to provide the Services.
- V. This section of the SOQ shall include, as an attachment, five references from customers which the Bidder provided services to within the last five (5) years, which are similar in scope and in size to the Services hereunder.
- VI. This section of the SOQ shall include a separate SOQ for any and all subcontractors hired by the Bidder to provide any of the Services under this Solicitation.

B. Equipment List

The Bidder shall include an Equipment List in accordance with and as specified in Section 7.09 (Equipment, Chemicals, Materials and Supplies) of this Solicitation.

C. Forms

- I. The Bidder shall submit the following documents and forms with their Bid Proposal:
- a. Addendum/Amendment Acknowledgement
  - b. Affidavit of Qualification to Bid (Requires Notary)
  - c. Bid Proposal Price Sheet
  - d. Bid Submission Certification (Requires Notary)
  - e. Conflict of Interest Certification (Requires Notary)
  - f. Litigation and Lien Information
  - g. Bid Bond
- II. Documents and forms a – f are attached hereto in Attachment A.

**~ END OF SECTION 4**

## **SECTION 5: Contract Terms and Conditions**

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Notwithstanding any of the other terms and conditions in any other sections of this Solicitation, the following terms and conditions are not subject to change, and shall apply to and survive this Solicitation and be incorporated into the Contract.

### **5.1. ACCOUNTING SYSTEM AND AUDIT**

The Contractor certifies its accounting system conforms to Generally Accepted Accounting Principles (GAAP) and is sufficient to comply with the Contractor's budgetary and financial obligations.

The Contractor agrees to maintain all necessary source documentation and enforce sufficient internal controls as dictated by Generally Accepted Accounting Principles (GAAP) to properly account for expenses incurred under the Contract. All accounting records and supportive documentation shall be maintained in such a manner that will provide for a separation between direct and indirect costs.

The City may examine and obtain copies of the Contractor's records to determine and verify compliance with the terms and conditions of the Contract. The Contractor shall grant the City access to these records at all reasonable times during the Contract term and for a period of five (5) years following payment of the Contractor's final invoice. The Contractor shall make such records available for examination and obtaining copies by any and all Federal, State or County authorities if the Contract is supported to any extent with Federal, State or County funds.

The Contractor shall include a similar provision in all subcontracts.

### **5.2. ASSIGNMENT**

The City's rights under the Contract are personal to the Contractor. It is mutually understood and agreed that the Contractor shall not assign, convey, sublet, transfer or otherwise dispose of its Contract or its right, title or interest therein, or its power to execute the Contract, to any other Person without the express written consent of the City; however, in no case shall such consent relieve the Contractor from its obligations under the Contract, or change the terms and conditions of the Contract.

### **5.3. CHANGES IN SERVICES**

The City, without invalidating the Contract, may order changes in the Services within the general scope of the Contract, consisting of additions, deletions, or other revisions, and the Contract sum and term shall be adjusted accordingly. Any cost or credit to the City from a change in Services shall be determined by mutual written agreement between the City and the Contractor. The Contractor shall perform all the Services that may be required to complete the Contract at the price agreed upon. Any alterations of variables to the terms of the Contract shall not be valid or binding upon the City unless made in writing and signed by the City and the Contractor.

### **5.4. CONFIDENTIALITY**

The Contractor agrees that all knowledge and information that the Contractor may receive from the City or from its officials, employees or other sources, or by virtue of the performance of services under and pursuant to the Contract which are included or referenced in Section 10-601, et seq., State Government Article of the Annotated Code of

Maryland shall not be directly or indirectly disclosed by the Contractor to any person whatsoever unless authorized to do so by the City Manager. This confidentiality provision shall also apply to any information, activity, or record designated to the Contractor by the City as being "confidential" or "privileged".

**5.5. CONTRACT DISPUTES**

All disputes arising under the Contract, except under the provisions for termination, which are not disposed of by agreement between the City and the Contractor, must be decided under procedures A-D listed below. Pending final resolution of a dispute, the Contractor must proceed diligently with Contract performance. A claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

- A. All disputes, claims, questions of fact or interpretations of the documents of the Contract not disposed of by agreement or express provision of the Contract arising between the City and the Contractor after performance of the Contract has commenced but before final payment and termination of the Contract, are decided by the City Manager or designee ("City Manager").
- B. The City Manager must give the Contractor not less than three (3) working days to submit documentation and written reasons supporting the Contractor's position in the dispute. The City Manager may consider any other information or written submissions from City employees or agents and may conduct an informal, non-record hearing for receipt of testimony, evidence, and argument. The City Attorney may participate in the hearings to protect the City's interest.
- C. The City Manager must render a decision, in writing, stating reasons for such decision and provide copies to the Contractor and the City Attorney. If the decision is mailed to the Contractor, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to the Contractor.
- D. The City Manager's decision may be submitted to Binding Arbitration by either Party under the auspices of an arbitrator appointed by the American Arbitration Association.

**5.6. CONTRACT TERM AND PRICE ADJUSTMENT**

- A. Contract Term  
The Contract: shall become effective as of the date and year the Contract is signed by Contractor and the City; and shall continue until termination on June 30, 2017 (hereinafter referred to as "Termination Date"). Upon the Termination Date, the Contract may be renewed for: one (1) optional and consecutive three (3) term; or for three (3) optional and consecutive one (1) year terms. The renewal option shall be at the sole discretion of the City.
- B. Price Adjustments  
Prices shall remain firm during the initial term of the Contract. In the event the City and Contractor agree to exercise the right to renew the Contract pursuant to the renewal options hereinabove, the Contractor may request a price adjustment subject to the following:

- I. The request for a price adjustment shall be submitted to the City in writing no later than April 1, 2017. Failure by the Contractor to request a price adjustment by said date shall waive the Contractor's entitlement to a price adjustment for the term of the renewal option decided by the City.
- II. A price adjustment shall not apply to work completed during the initial term of the Contract; retroactive price adjustments shall not be allowed.
- III. The amount of any price adjustment: shall be determined by mutual agreement between the City and the Contractor; but shall not exceed six (6%) of the initial Contract amount.
- IV. If the City and the Contractor exercise either of the renewal options, and agree to a price adjustment, in accordance with and subject to the conditions of this Section, the adjusted prices shall remain firm for three (3) years, regardless of the renewal option decided by the City.

**5.7. DISSEMINATION OF DATA**

The Contractor shall not release any information related to the Services under the Contract or publish any reports or documents related to the Services without the prior written approval of the City. The Contractor shall include a similar provision in all subcontracts.

**5.8. EFFECT OF PARTIAL INVALIDITY**

The invalidity of any portion of the Contract will not and shall not be deemed to affect the validity of any other provision thereof. In the event that any provision of the Contract is held to be invalid, the City and the Contractor agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by the City and the Contractor subsequent to the expungement of the invalid provision.

**5.9. EMPLOYMENT AS INDEPENDENT CONTRACTOR**

The Parties to this Contract recognize and agree that: (i) the Contractor shall act as an independent Contractor to the City; (ii) this Contract does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the Parties; (iii) neither Party shall be entitled to participate in any of the other Party's benefits, including without limitation, any health or retirement plans; (iv) the Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Contract; and (v) the City shall not be liable for any insurance, taxes, or withholding for or on behalf of the Contractor; all such insurance, taxes or withholding, and costs for same, shall be the sole responsibility of the Contractor.

**5.10. FORCE MAJEURE**

If the performance of the Contract is delayed at any time by any act or neglect of the City, or by a separate contractor employed by the City, or by any changes in the supplies, materials, equipment and Services, or by strikes, fires, unusual delay in transportation, unavoidable casualties or causes beyond the Contractor's control, or by delay authorized by the City, the City shall decide the extent of such delay or the justification of any other delay, and then extend the Completion Date for such reasonable time as the City may decide.

**5.11. GOVERNING LAW**

The Contract shall be construed in accordance with the laws and regulations of the Federal Government, State of Maryland, and the City. The Contractor shall, without additional cost

to the City, pay any necessary fees and/or charges, obtain any necessary licenses and/or permits, and comply with any and all applicable federal, state and local laws, codes and regulations. For purposes of litigation involving the Contract, exclusive venue and jurisdiction shall be in the Circuit Court of Maryland for Montgomery County, District Court of Maryland for Montgomery County or the United States District Court of Maryland.

**5.12. HEADINGS**

Any and all of the headings with respect to the main body of the Contract and this Solicitation are for reference purposes only and shall not in any way affect the meaning or interpretation of anything in the same.

**5.13. IMMIGRATION REFORM AND CONTROL ACT**

The Contractor shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the Contract, an alien, knowing the alien is an unauthorized alien, and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 ("Act"), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

**5.14. INCONSISTENT PROVISIONS**

In the event of: (i) any inconsistency between any of the provisions of the main body of the Contract and any of the provisions of this Solicitation, the provisions of the main body of the Contract shall take precedence over and supersede those provisions in the event of same; and (ii) any inconsistency between the provisions of Sections five (5) through Eight (8) this Solicitation shall be resolved in the following order:

- A. Section 5: Contract Terms and Conditions
- B. Section 6: Solicitation Terms and Conditions
- C. Section 7: Special Terms and Conditions
- D. Section 8: Scope of Work and Specifications

**5.15. INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the City, its officials, employees and agents from the following:

- A. Any and all direct or indirect damages, costs, claims, actions, suits, judgments or liens resulting from the negligent act or commission or omission of the Contractor, its employees, agents or subcontractors; and
- B. Any and all direct or indirect costs, claims, actions, suits, judgments or liens for damages resulting from the Contract arising from the negligence or omission of the Contractor, its employees, agents or subcontractors. The Contractor shall, upon completion of the Services, provide the City with a Release of Liens from any subcontractor, supplier, material, or other supplier of goods and services to the project.

**5.16. INSURANCE**

- A. The Contractor, and any and all subcontractors hired by the Contractor to provide the Services under the Contract, shall obtain and maintain in force, at its expense, policies of insurance with minimum limits as follows:
  - I. Automobile Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000.00); and
  - II. Commercial General Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000.00); and
  - III. Workers' Compensation Insurance with a minimum limit of One Million Dollars (\$1,000,000.00).
- B. Prior to the execution of the Contract, the Contractor shall provide the City with a copy of a certificate of insurance, which evidences the above policies and minimum limits and names the City as additional insured with respect to the Commercial General Liability Insurance only.

**5.17. NO THIRD PARTY RIGHTS**

The Contract shall not create any rights or benefits to parties other than the City and the Contractor. No third party shall have the right to rely on the Contractor's opinions rendered in connection with the Services without the written consent of the Contractor and the third party's agreement to be bound to the same conditions and limitations as the City.

**5.18. NON-DISCRIMINATION REQUIREMENTS**

- A. During the term of the Contract, the Contractor shall:
  - I. Not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era.
  - II. Take affirmative action to ensure that applicants and employees are treated without regard to their race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such action shall include but not be limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
  - III. In all solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. The Contractor agrees to use clauses similar to those above in all contracts and subcontracts. In the event the Contractor fails to comply with the

nondiscrimination clauses of the Contract, or fails to include such provisions in all contracts and subcontracts, as hereinabove provided, the Contract may at the sole discretion of the City be declared void AB INITIO, canceled, terminated or suspended in whole or in part with waiver of any recourse by the Contractor against the City or its officials or employees, and the Contractor may be declared ineligible for further contracts with the City.

- B. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor shall permit access to their books, records and accounts. In the event the City Manager concludes, on the basis of such investigation, that the Contractor has failed to comply with these nondiscrimination clauses, the City Manager may invoke the remedies hereinabove set out.

**5.19. PATENTS**

Whenever any article, material, appliance, process composition, means or things called for by the specifications (“Materials”) under this Solicitation is covered by Letters of Patent, the Contractor must secure, before using or employing such Materials, the assent in writing of the owner or licensee of such Letters of Patent and file the same with the City.

The Contractor shall defend, at its own expense, and pay the cost and damages awarded in any action brought against the City based on an allegation that the Materials provided by the Contractor infringe on any patent, copyright, license or trade secret. In the event that an injunction shall be obtained against the City’s use of the Materials by reason of infringement of any patent, copyright, license or trade secret, the Contractor shall, at its own expense, procure for the City the right to continue using the Materials or replace or modify the same so that it becomes non-infringing.

**5.20. PAYMENT, PAYMENT TERMS, TAXES, AND INVOICES**

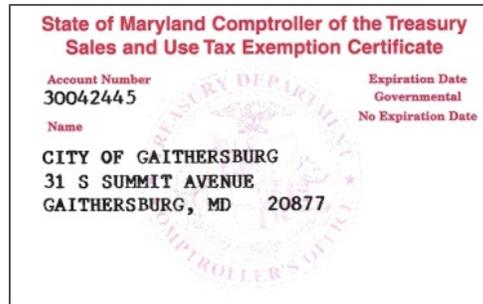
All payments under the Contract shall be made monthly: for the Services completed in the immediately preceding month; and following the receipt of a proper invoice for same, which is issued in accordance with and subject to the following:

A. Payment Terms

The City’s standard terms of payment are net thirty (30) days; however, this does not preclude the Contractor from providing a prompt payment discount for the payment of invoices in less than thirty (30) days. Payments considered past-due may be subject to incurred interest not to exceed one percent (1%) per month.

B. Taxes

The City is exempt from sales and use taxes. The Contractor shall exclude such taxes from all forms of requests for payments issued to the City; the City shall not be liable for or pay or reimburse the Contractor for any such taxes. A copy of the City’s Sales and Use Tax Exemption Certificate is provided below.



C. Invoices

Original invoices shall include, at a minimum: the Contractor's name, address, and telephone and fax numbers; and the corresponding purchase order number. Invoices shall be submitted to:

City of Gaithersburg  
Accounts Payable Division  
31 South Summit Avenue  
Gaithersburg, Maryland 20877

**5.21. RECORDS**

- A. The Contractor shall retain any and all records and documents relating to the Services under the Contract for a minimum of five (5) years following payment of the Contractor's final proper undisputed invoice for the delivered Services.
- B. The Contractor shall make available to the City, State of Maryland and any and all appropriate Federal agencies, all records and documents with respect to any and all matters under the Contract at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make copies, excerpts and/or transcripts of any and all relevant data.
- C. The Contractor shall include similar provisions in all subcontracts.

**5.22. SUBCONTRACTORS**

The Contractor acknowledges and agrees that if it shall be necessary to hire or subcontract with competent professional personnel to fulfill its obligations under this Contract, it shall do so at its own expense.

**5.23. TERMINATION**

A. Termination for Cause

If through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor violates any of the provisions of the Contract, the City may, provided the Contractor fails to cure the breach within 15 days' notice of same and upon written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract or with such part or parts of the Contract to which there has been default, and may hold the Contractor liable for any damages caused the City by reason of such default and termination. In the event of such termination, any completed Services performed by the Contractor under the Contract shall, at the option of the City, become its property and the Contractor shall

be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due the City from the Contractor is determined. The Contractor shall not be responsible for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the Contract for such delay.

**B. Termination for Convenience**

The City may, upon written notice and without cause, terminate the Contract in whole or in part at any time for its convenience. In such instance, payment shall be made to the Contractor for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under-absorbed overhead of the Contractor or its subcontractors or suppliers. Failure of the Contractor to include a termination for convenience clause into its subcontracts and material purchase orders shall not result in any liability to the City for lost profits in conjunction with a termination for convenience.

The Contractor expressly waives any damages, delay damages, or indirect costs which may arise from the City's election to terminate the Contract in whole or in part for its convenience.

**C. Termination for Non-Appropriation of Funds**

The City shall not be obligated to the Contract for any future fiscal year until funds are appropriated for each such future fiscal year. In the event sufficient funding appropriation is not approved, the City may, upon written notice to the Contractor, terminate the Contract in whole or in part and without penalty or expense to the City. The effect of such action shall terminate the Contract on the last day of the fiscal year for which appropriations were made.

**~ END OF SECTION 5 ~**

## **SECTION 6: Solicitation Terms and Conditions**

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Notwithstanding any of the other terms and conditions in any other sections of this Solicitation, the following terms and conditions are not subject to change, and shall apply to and survive this Solicitation and be incorporated into the Contract.

### **6.1. ACCEPTANCE AND REJECTION OF BID PROPOSALS**

The City reserves the right: (i) to accept or reject any or all Bid Proposals in whole or in part; (ii) to waive any technicalities or informalities in Bid Proposals; and (iii) to cancel or postpone this Solicitation at any time if determined to serve the best interests of the City. The City may reject the Bid Proposal of any Bidder in arrears or in default to the City on any contract, debt, or other obligation.

### **6.2. ACCURATE INFORMATION**

The Bidder certifies that all information provided, or to be provided, to the City is true and correct and may be relied upon by the City in awarding the Contract. Any false or misleading information is cause for the City to reject the Bidder's Bid Proposal or to terminate the Contract if awarded to the Bidder. Such rejection or termination shall relieve the City of any direct or consequential damages or costs incurred by the Bidder.

### **6.3. ADDENDUMS AND AMENDMENTS**

In the event an addendum(s) and/or amendment(s) is issued to this Solicitation, all the terms and conditions of this Solicitation shall govern and apply unless specifically stated and/or modified in such addendum(s) and/or amendment(s). Verbal or written answers to questions not posted on the City's website relative to this Solicitation shall not be considered valid or enforceable.

It is the responsibility of the Bidder to inquire about and obtain any addendum(s) and/or amendment(s) issued; any and all addendum(s) and/or amendment(s) will be posted on the City's website at [www.gaithersburgmd.gov/bids](http://www.gaithersburgmd.gov/bids).

### **6.4. ALTERNATE BID PROPOSALS**

The Bidder is expected to clearly respond to the requirements set forth in this Solicitation. Any and all alternate Bid Proposals for the Services shall be rejected as non-responsive and be removed from consideration.

### **6.5. BINDING BID PROPOSAL**

All Bid Proposals shall remain binding for one-hundred eighty (180) calendar days following the Closing Date of this Solicitation; Bid Proposals may not be withdrawn at any time within this period. In the event an award is not made during such period, all Bid Proposals shall be automatically extended for an additional one-hundred eighty (180) calendar days. Bid Proposals shall automatically be renewed until such time as either an award is made or proper notice is given to the City of the Bidder's intent to withdraw its Bid Proposal. Bid Proposals may only be withdrawn by submitting notice in writing at least fifteen (15) calendar days prior to the expiration of the then current one-hundred eighty (180) calendar days' period.

### **6.6. CONFIDENTIALITY**

A. The City agrees, to the extent permitted by law and in accordance with the terms

set forth in this Solicitation, to hold all confidential information and material belonging to the Bidder in strictest confidence. The Bidder shall specify in writing to the City the information or material which the Bidder deems to be a trade secret or other confidential information and/or material. Written notification shall also contain the reason such information and/or material is considered to be a trade secret and/or confidential.

- B. The Bidder agrees to hold all information and materials belonging to the City or its agents in strictest confidence and not to release, disclose or make use thereof other than for the performance of its obligations under the Contract.

#### **6.7. CONTRACT AWARD**

- A. It is the intent of the City to award the Contract to one (1) Bidder; however, the City reserves the right, in its sole discretion, to award the Contract to multiple Bidders in whole or in part. Award shall be to the Lowest Responsive and Responsible Bidder. If for any reason, through no fault of the City, the Contract is not executed within thirty (30) days' notice of award, the City may withdraw the award and award to the next Lowest Responsive and Responsible Bidder, or solicit new Bid Proposals.
- B. The City may investigate, as it deems necessary, the qualifications and/or abilities of the Bidder to perform the Services under the Contract. Upon request by the City, the Bidder shall provide the City with any and all information and/or data requested in order to substantiate such qualifications and/or abilities. The submission of a Bid Proposal shall constitute acknowledgement and agreement by the Bidder to surrender any information and/or data requested by the City for such purposes. The City reserves the right in its sole discretion to reject the Bid Proposal if the Bidder fails to provide any and all requested information and/or data, or if the investigation and/or evidence submitted fails to substantiate the qualifications and/or abilities of the Bidder to perform under the Contract.
- C. In the event the City receives a single Bid Proposal in response to this Solicitation, the City reserves the right, in its sole discretion, to proceed as a negotiated procurement with the Bidder that submitted the single Bid Proposal.

#### **6.8. ERRORS IN BID PROPOSALS**

Obvious error(s) in calculations in any Bid Proposal may not be corrected without the prior consent of the City and in the City's sole discretion, and may be cause to reject the Bid Proposal. In the event there is in error in any extended total price, the respective unit price shall govern and apply.

#### **6.9. ETHICS LAWS AND REQUIREMENTS**

The Contractor shall comply with the financial disclosure and conflict of interest and lobbying provisions of the City's ethics law.

#### **6.10. INTEREST IN MORE THAN ONE BID AND COLLUSION**

Multiple Bid Proposals submitted in response to this Solicitation by the Bidder under the same or different names shall be rejected and be removed from consideration. Reasonable grounds for believing that the Bidder has interest in more than one (1) Bid Proposal for this Solicitation, both as the Bidder and as a subcontractor for another Bidder, shall result in the rejection of all Bid Proposals in which the Bidder has interest.

Any or all Bid Proposals may be rejected if reasonable cause exists for believing that collusion exists among Bidders. Bid Proposals rejected under any of these provisions shall disqualify the submitting Bidder from responding to a reissuance of this Solicitation.

**6.11. LATE BID PROPOSALS**

It is the responsibility of the Bidder to ensure the delivery of its Bid Proposal to the designated location by the Closing Date specified in this Solicitation. The City shall assume no responsibility for delays or errors in the delivery of any Bid Proposal; postmarking by the Closing Date shall not substitute for actual receipt. Bid Proposals delivered late or to any location other than the designated location shall be rejected as non-responsive and removed from consideration.

**6.12. MODIFICATIONS TO BID PROPOSALS**

The Bidder may only modify its Bid Proposal in accordance with and subject to the following:

- A. The City shall consider the modified Bid Proposal as an entirely new Bid Proposal which will replace the original Bid Proposal; the original Bid Proposal shall be deemed to be withdrawn and null and void.
- B. The modified Bid Proposal shall be subject to all the requirements and terms and conditions set forth herein.
- C. Notwithstanding the provisions with respect to the submission of a Bid Proposal herein, the modified Bid Proposal shall clearly be labeled "Modified Bid Proposal."

**6.13. OPTIONAL GOODS OR SERVICES**

The City reserves the right to request and evaluate optional goods and/or services which may be in the best interests of the City, and may negotiate the price of such goods and/or services with the successful Bidder or with another Bidder, whichever is determined to be the most advantageous to the City. While pricing for optional goods and/or services may be requested in this Solicitation, the City is under no obligation to consider such optional goods and/or services when selecting the successful Bidder unless otherwise stated.

**6.14. SOLICITATION DOCUMENTS**

The Bidder is expected to carefully and thoroughly examine all of the Solicitation Documents for accuracy and completeness, and to become familiar with all of the Solicitation Documents. If doubt exists as to the meaning or intent in or of any of the Solicitation Documents, the Bidder shall make an inquiry as to such meaning or intent in accordance with the provisions for herein. The failure of the Bidder to examine and become familiar with any and all of the Solicitation Documents shall in no way relieve the Bidder of its obligations hereunder. The submission of a Bid Proposal shall be taken as prima facie evidence of compliance with this provision and that the Bidder fully understands the Services under this Solicitation and the Contract.

**6.15. SOLICITATION PROTEST**

Any protest of this Solicitation shall be in writing to the City Attorney. The provisions of COMAR Title 21.01.03.01A(7), State Procurement Regulations, do not apply to municipalities and are not applicable to this Solicitation.

Protests of alleged improprieties in this Solicitation shall be filed before the closing date and

time of this Solicitation.

Any written protest shall include, at a minimum, the following:

- A. The name, address, telephone number, and if available, email address of the protestor;
- B. The Solicitation number;
- C. A detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the protestor; and
- D. All copies of supporting exhibits, evidence and/or documents to substantiate the claim.

**6.16. USE OF BROKER**

The Bidder warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees, or bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business. For violation of this provision, the City shall have the right to terminate or suspend the Contract without liability to the City, its officials, or employees or in its discretion to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

**~ END OF SECTION 6 ~**

## **SECTION 7: Special Terms and Conditions**

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Notwithstanding any of the other terms and conditions in any other sections of this Solicitation, the following terms and conditions are not subject to change, and shall apply to and survive this Solicitation and be incorporated into the Contract.

### **7.1. ADJUSTMENTS FOR NON-CONFORMANCE**

Notwithstanding any other provisions in this Solicitation with respect to adjustments for non-conformance, the following provisions shall apply:

- A. In the event the Contractor does not fulfill to requirements under the Contract, or in cases where the Contractor fails to complete work with respect to a call-back (not for emergency Services) within five (5) hours of the time of such call-back, the City reserves the right, in its sole discretion: (i) to immediately complete the work through the use of City employees and/or to hire a separate contractor to complete the work; and (ii) to deduct the amount of such work from any balances due to the Contractor and/or which may become due to the Contractor. The amount of any and all such deductions shall be calculated as follows:
  - I. For work completed by City employees, the City shall deduct an amount equal to the standard hourly rate of each respective City employee plus twenty percent (20%); and
  - II. For work completed by a separate contractor, the City shall deduct an amount equal to one hundred percent (100%) of the costs incurred for same.
- B. If the Contractor receives three (3) deductions within any thirty (30) day period or receives in excess of twenty (20) deductions during a twelve (12) month period, the City may, in its sole discretion, terminate the Contract for default by the Contractor.

### **7.2. BACKGROUND CHECKS**

- A. Any and all personnel assigned by the Contractor to provide any of the Services under the Contract (hereinafter referred to as "Contractor's Personnel") shall have a criminal history background check (hereinafter referred to as "Background Check") performed prior to the commencement of work by such personnel. The Contractor shall, at its own expense, secure any and all Background Checks and provide copies of any and all reports thereto to the City. In addition, the City reserves the right, in its sole discretion and as it may deem necessary, to, at any time during the term of the Contract:
  - I. Require the Contractor to secure a new Background Check on any of the Contractor's Personnel; and/or
  - II. Conduct additional Background Checks on any of the Contractor's Personnel, which shall be completed by the City's Department of Police.
- B. Any and all Background Checks by the Contractor shall consist of the following:

- ↳ National, State of Maryland, county and local criminal history check
- ↳ Organized crime check
- ↳ Fingerprint check

C. In the event the City deems any of the Contractor's Personnel as unsuitable pursuant to a Background Check, the City shall immediately notify the Contractor of same, and the respective employee shall be prohibited from providing any of the Services under the Contract.

**7.3. BONDS**

The Bidder shall furnish to the City a bid bond, a payment bond and a performance bond (hereinafter referred to collectively as "Bonds") in accordance with and subject to the following:

- A. The Bidder shall submit with its Bid Proposal an executed bid bond in an amount equal to two percent (2%) of the Bidder's total Bid Proposal Price.
- B. The successful Bidder shall, within ten (10) business days following receipt of a notice of intent to award issued by the City, furnish to the City an executed payment bond in an amount equal to one hundred percent (100%) of the total Contract Sum.
- C. The successful Bidder shall, within ten (10) business days following receipt of a notice of intent to award issued by the City, furnish to the City an executed performance bond in an amount equal to one hundred percent (100%) of the total Contract Sum.
- D. The Bonds shall be executed in accordance with and subject to the following:
  - I. The bonding entity shall be registered and in good standing in the State of Maryland in accordance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations. This provision shall apply to any and all co-sureties utilized by the bonding entity in execution of the Bonds.
  - II. The bonding entity shall maintain a rating of A-minus (A-) or better with A.M. Best. This provision shall apply to any and all co-sureties utilized by the bonding entity in execution of the Bonds.
  - III. The bonding entity shall consent to exclusive venue and jurisdiction in the Circuit Court for Montgomery County, Maryland. This provision shall apply to any and all co-sureties utilized by the bonding entity in execution of the Bonds.
  - IV. The Bonds shall contain provisions which are similar to the following:
    - (a) **GOVERNING LAW.** *This Bond shall be governed by, and construed in accordance with the laws of the State of Maryland without regard to its conflict of laws provisions.*
    - (b) **NO THIRD PARTY BENEFICIARIES.** *The Surety provides this Bond for the sole and exclusive benefit of the City and, if applicable, any dual obligee designated by attached rider, together with their heirs, administrators, executors, successors and assigns. No other party, person or entity shall have any rights against this Surety.*

- (c) **VENUE.** *In the event any legal action shall be filed upon this Bond, venue shall lie exclusively in the Circuit Court for Montgomery County, Maryland.*
- (d) **WAIVER OF NOTICE.** *The Surety waives notice of any modifications to the Contract, including changes in the Contract Time, the Contract Sum, the amount of liquidated damages, or the Work and/or Services performed.*

**7.4. CHANGES IN THE SCOPE OF THE CONTRACT**

The City, by written order, may make changes in the general scope of the Contract and/or in the specifications. The Contractor shall be given as much advance notice as is practicable when, for example, an entire facility, or floor of an office building, is to be added or deleted from the Contract. If the changes so ordered cause an increase or decrease in the price of the Contract, an equitable adjustment shall be made and the Contract shall be modified accordingly.

**7.5. CONTRACT ADMINISTRATION**

The Contract Administrator shall serve as the liaison between the City and the Contractor and shall have the authority to:

- A. Give direction to the Contractor and monitor and inspect the Contractor's performance to ensure complete and satisfactory performance of the Contract and quality of the Contractor's work under the Contract;
- B. Accept or reject the Contractor's performance and furnish timely written notice of the Contractor's performance failures to the Capital Projects/Facilities Division Chief, City Attorney and Procurement Manager, as appropriate;
- C. Serve as the records custodian for the Contract, which includes: issuing notices to proceed; preparing reports; and approving and/or rejecting invoices for payment.

The Contract Administrator is NOT authorized to interpret ambiguities in the Contract language or to make determinations (as opposed to recommendations) that: alter, modify, cancel, or terminate the Contract or any portions thereof; or waives the City's rights under the Contract.

**7.6. CONTRACT TERM AND PRICE ADJUSTMENT**

See Section 5.6 (Contract Term and Price Adjustment). A sample of the Contract is attached hereto as Exhibit B.

**7.7. EMERGENCY SERVICES**

In the event the City requires emergency Services under the Contract, the City shall notify the Contractor by telephone of the need for such emergency Services, after which the Contractor shall have three (3) hours to respond to the facility or location where the emergency Services are required. If the Contractor fails to respond to the facility or location within three (3) hours of the notification by the City, the City reserves the right, in its sole discretion: to hire a separate contractor to complete the work; and to deduct the amount of such work from any balances due to the Contractor and/or which may become due to the Contractor.

**7.8. HOLIDAY'S (OBSERVED)**

The City observes the following holidays unless otherwise specified in Section 8.2, Scope of Work and Specification, of this Solicitation:

- ↳ New Year's Day
- ↳ Martin Luther King Day
- ↳ President's Day
- ↳ Memorial Day
- ↳ Independence Day
- ↳ Labor Day
- ↳ Veteran's Day
- ↳ Thanksgiving Holiday (Thursday and Friday)
- ↳ Christmas Eve
- ↳ Christmas Day

**7.9. EQUIPMENT, CHEMICALS, MATERIALS AND SUPPLIES**

Unless otherwise specified in this Solicitation, all equipment, materials and supplies necessary to provide the Services under the Contract shall be furnished by the Contractor and be in accordance with the following:

- A. Any and all equipment shall: be in good safe operating condition as required by OSHA; not possess broken or exposed electric wires; and, at the end of each work day, be properly stored or removed from the facility. Equipment includes, but is not necessarily limited to: power drive floor scrubbing machines and sweepers; vacuums; high dusting equipment; waxing and polishing machines; and motor trucks. The Bidder shall submit an Equipment List with their Bid Proposal, which shall list any and all of the equipment the Bidder intends on using under the Contract.
- B. Any and all cleaning chemicals used under the Contract shall: (i) be registered with the United States Department of Agriculture; (ii) be preapproved by the Contract Administrator prior to use; (iii) be used in accordance with the instructions and recommendations of the manufacturer of the respective chemical. In addition, the Contractor shall use only germicidal disinfectants that bear an Environmental Protection Agency (EPA) Registration Number. Cleaning Chemicals include, but are not necessarily limited to: floor finishes; floor sealers; floor strippers; germicidal cleaners; disinfecting cleaners; carpet cleaners; detergents; spotters; and metal and wood polishes.
- C. The Contractor shall purchase and use all chemicals in their original containers. Law, regulatory agencies or this Contract prescribes materials that require precautionary warnings shall have affixed to all containers such labeling or markings as required. Markings or labeling of materials containing hazardous or toxic substances or wastes shall be in accordance with all laws, ordinances, rules and regulations for such substances or wastes. Material Safety Data Sheets: shall be displayed on the back of all custodial closet doors with easy access for access by the City; and shall be in compliance with any and all OSHA regulations.
- D. The Contractor shall furnish to the Contract Administrator upon request copies of any and all Material Safety Data Sheets for any and all products used under the Contract prior to their use. In addition, the Contractor shall update all Material Safety Data Sheets on an annual basis and shall provide the Contract Administrator with a Material Safety Data Sheet for each new product the Contractor intends to use, prior to such use.
- E. The Contractor shall provide all necessary paper products and hand soap. No product shall be used that the City or the manufacturer of the product determines to

be harmful to the surfaces to which applied. The Contractor shall verify that all floor finishes, seals, spray buff solutions and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors. Any observed instances of slippery or slick floors shall be corrected immediately upon discovery.

F. The Bidder shall include and submit a complete list of equipment of their Bid Proposal.

**7.10. METHOD OF CONTACT**

The Contractor shall designate and provide the City with the name, position title and telephone number of: a primary representative who shall be responsible for responding to complaints, inquiries and/or requests for Services during the term of the Contract; and a secondary representative for same in the event the primary representative is unavailable. The Contractor shall notify the Contract Administrator immediately in writing of any change to the primary or secondary representatives.

**7.11. PERFORMANCE INSPECTIONS**

During the first six (6) months of the term of the Contract, the City shall evaluate the Contractor's performance and any deductions taken by the City. If the overall performance of the Contractor is unsatisfactory, the City reserves the right, in its sole discretion, to terminate the Contract immediately, and no damages shall accrue. In the event the City terminates the Contract pursuant to the Contractor's performance, the City may, in its sole discretion, proceed as a negotiated procurement with the next Lowest Responsive and Responsible Bidder under this Solicitation.

**7.12. PERIODIC CLEANING SCHEDULE**

Cleaning that is specified to be performed monthly, quarterly and yearly must be pre-scheduled by the Contractor. By the first of each month, the Contractor shall forward to the Contract Administrator a written list of the Services to be provided during that month. The start and completion dates for each cleaning task shall be included.

**7.13. PERSONNEL**

A. Contractor's Personnel

The Contractor's Personnel shall present a professional appearance and shall be neat, clean, well groomed and properly uniformed, and shall conduct themselves in a courteous and respectable manner while on any and all City property.

B. Unauthorized Personnel

The Contractor's Personnel shall not to be accompanied on City's premises by acquaintances, family members, or any other person unless the individual is an authorized employee of the Contractor. The City prohibits teenagers, minors, or children from working in City-owned buildings under this Contract. Unauthorized persons discovered on the City's premises will be immediately escorted off the property.

**7.14. RIGHT TO ENTER INTO OTHER CONTRACTS**

The City may award work to other contractors and/or enter into separate contracts for such additional work, including custodial services. The Contractor: shall cooperate with other such contractors and all representatives of the City who may be required to administer

other such separate contracts; and shall carefully coordinate their work with other contractors when so directed by the City.

**7.15. SAFETY AND HEALTH REQUIREMENTS**

The Contractor shall comply with all Federal, State, County and local regulations pertaining to employee health and/or safety (i.e. MOSHA, OSHA, DOT, etc.). If a safety concern of imminent danger is noted the City shall reserve the right to stop all work immediately until the safety concern is adequately addressed.

**7.16. SECURITY**

- A. The City may assign to the Contractor access cards and/or keys to the facilities, and/or to areas within the facilities, which the Contractor shall be responsible for the proper use and safe keeping thereof. The Contractor shall be responsible: for the replacement cost of any and all assigned access cards and/or keys that become lost or stolen; and for any and all inherent damages therefrom, including, but not limited to, the re-keying of a respective facility, which shall be at the sole discretion of the City. In the event any access cards and/or keys are lost or stolen, the Contractor shall immediately notify the Contract Administrator.
- B. Access to the facilities shall be in accordance with the conditions and instructions given by the City to the Contractor at the time the Contractor takes custodianship of any of the access cards and/or keys. The Contractor shall take all reasonable precautions to ensure that the security of the facilities (internal and external) is maintained at all times.
- C. Any and all doors that must be unlocked to gain access shall be kept locked during the performance and following the completion of the work. Should any other devices need to be unlocked, such as an entry gate, those devices must be locked immediately upon entry or exit. At no time shall the Contractor allow any person into a locked area or loan access cards and/or keys to another person.

**7.17. STAFFING**

- A. The Contractor shall be responsible for the scheduling of the Services and in such a way not disrupt the functions and normal day-to-day operations of the respective facilities.
- B. Each Bidder shall submit, in accordance with the Bid Sheet, a staffing chart, which shall include the number of personnel (by facility) to be used in the performance of the Contract. Prior to execution of the Contract, the Contractor shall provide the City with an expected work schedule that identifies daily, weekly and monthly direct labor hours by facility. This schedule shall be used by the City in monitoring the Contractor's performance. Failure to furnish this information shall be cause for the City to reject the Bidder's Bid Proposal.

**7.18. SUPERVISION**

- A. The Contractor shall provide an adequate number of trained and qualified supervisors capable of providing the necessary supervision to satisfy the Contract. These supervisors: (i) shall remain on-site at all times during the provision of the

Services; and (ii) shall be responsible for monitoring personnel activities and working with designated City staff to resolve deficiencies or issues with respect to the Services. Each such supervisor shall be capable of effective verbal and written communication in the English language and shall be able to effectively communicate with the Contractor's Personnel.

- B. The Contract Administrator may request the Contractor remove any supervisor due to the poor performance of the supervisor as determined by the Contract Administrator. The Contractor shall provide the Contract Administrator with a list of the names and emergency telephone numbers of any and all supervisory personnel assigned to the Contract. It shall be the responsibility of the Contractor to keep this list up to date.

**7.19. STORAGE AREAS AND CUSTODIAL CLOSETS**

- A. The Contractor shall store all supplies, materials and equipment in the storage areas and custodial closets or lockers designated by the City. In the event that custodial closets or storage space are not available within a facility, it will be incumbent upon the Contractor to transport materials, supplies and/or equipment to perform the requirements under the Contract.
- B. The Contractor shall keep any and all storage areas and custodial closets assigned to it under the Contract neat and clean at all times and in accordance with any and all applicable fire regulations and to the satisfaction of the City. The Contractor shall assume all risk of loss or damage to the supplies, materials, and/or equipment stored on City property.

**7.20. TIME KEEPING**

All of the Contractor's Personnel shall be required to account for the time they spend providing the Services by the use of a paper timesheet or an electronic timekeeping method, which shall be decided by and at the sole discretion of the City. Failure of the Contractor's Personnel to utilize account for their time in accordance with the method mandated by the City may result in automatic deductions and/or termination of the Contract for default by the Contractor.

**7.21. UNAUTHORIZED USE OF CITY EQUIPMENT**

The Contractor's Personnel shall be prohibited from, at any time, opening desk drawers, cabinets or using office equipment, including the use of non-pay telephones for any purpose other than a local emergency call.

**7.22. UNIFORMS**

The Contractor's Personnel shall be required to wear a uniform and photo identification card, both of which shall clearly identify personnel as employees of the Contractor. This requirement shall apply upon entering City property and at all time while on duty.

**~ END OF SECTION 7 ~**

## **SECTION 8: Scope of Work and Specifications**

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### **8.1. GENERAL INFORMATION**

The janitorial and day porter services listed below are required at the designated facilities shown in Section 8.2 on the basis of the commencement cleaning times indicated. Service at specified locations shall include but not limited to cleaning of all offices, conference rooms, and common areas, including lobbies, hallways, waiting areas, janitorial closets, elevators (passenger if applicable), stairwells and landings (if applicable), restrooms and restroom lobby areas.

The Contractor shall perform services on each of the specified days, except for City observed holidays which are specified in Section 8.2. When a City observed holiday falls on a regularly scheduled service day, and the City facility is not accessible to the Contractor, the Contractor shall perform the regularly scheduled services on the next workday following the holiday closure. Exceptions will require arrangements with the Facilities Manager, or her designee.

Adequate personnel shall be provided to insure that the tasks are completed within a reasonable amount of time.

### **8.2. SCHEDULE OF SERVICES AND FIXTURE COUNTS**

Notwithstanding any other requirements or specifications herein, the Contractor shall provide the Services in accordance with the Schedule of Services and Fixture Counts, both of which are attached hereto Exhibit A.

### **8.3. SCOPE OF WORK AND SPECIFICATIONS**

The following cleaning schedules are to indicate basic cleaning requirements, additional cleaning services within the work scope may be requested at no cost to the City in order maintain cleanliness. The Contractor shall properly display warning signs in any and all wet areas, insuring they are visible from every point during cleaning hours, and shall remove such warning signs when the floors are safe to use.

#### **A. CITY HALL**

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##### **I. Offices, Corridors, Lounges, Lobbies, Conference Rooms and Entrances**

###### **a. Daily**

- ↳ Vacuum all carpets, including all entrance mats and in elevators.
- ↳ Empty all wastebaskets and: replace bag liners if ripped, soiled or wet; damp wipe if soiled or wet; and dispose of refuse in designated dumpster.
- ↳ Empty and damp wipe all recycling containers and dispose of material in designated dumpster.
- ↳ Dispose all cardboard packing or discarded materials or items left for removal in a designated dumpster.
- ↳ Clean, sanitize and polish all drinking fountains.
- ↳ Clean all entrance glass and doors.
- ↳ Clean and sanitize door handles.
- ↳ Clean Reception counters and waiting area furniture.
- ↳ Clean conference room and mayor and City council chambers furniture.

- ↳ Sweep area around all entry and exit doorways.
- ↳ Sweep and clean front porch.
- ↳ Clean and sanitize kitchenettes including counters, cabinets, sinks and coffee makers.
- ↳ Sweep and wet mop all non-carpeted floors including stairwells and landings.
- ↳ Clean any area or item that needs immediate attention due to incidental spills, leaks or debris.
- ↳ Spot clean any obvious stains or spills in carpeted areas with appropriate manufacturer approved cleaners.
- ↳ Remove scuff marks and stains form elevator doors and control panels.
- ↳ Remove cigarette buds from smoking area and receptacles.
- ↳ Clean two exterior rear stairwells and remove debris from storm drains.
- ↳ Sweep under vending machines and clean and sanitize front section of the vending machines.

**b. Weekly**

- ↳ Clean and wipe down elevator cab panels, doors and door tracks.
- ↳ Dust stairwell railings and ledges.
- ↳ Clean building directory.
- ↳ Spot clean doors and walls up to 6 feet high.
- ↳ Spot clean glass partitions below 70”.
- ↳ Remove and replace sand from cigarette bud collector receptacles as needed.
- ↳ Remove debris around the facility within 10 feet surroundings.

**c. Bi-Weekly**

- ↳ Dust window sills and blinds.
- ↳ High dust, shelving, partitions, ledges and artwork.

**d. Monthly**

- ↳ Clean HVAC ventilation grilles and light fixtures.
- ↳ Replace sand in cigarette bud receptacles or on as needed basis.

**e. Quarterly**

- ↳ Scrub and polish non carpeted floors.
- ↳ Steam clean carpets in first and second floor Lobby areas.

**f. Bi-Annually**

- ↳ Strip and wax non-carpeted floors.

**g. Annually**

- ↳ Clean first and basement floor exterior windows surfaces.
- ↳ Pressure-wash main concrete slabs adjacent to the building.

**II. Restrooms**

a. **Daily**

- ↳ Empty wastebaskets and replace bag liners if ripped, soiled or wet.
- ↳ Empty sanitary napkin receptacles.
- ↳ Clean and sanitize urinals, sinks and toilets.
- ↳ Clean mirrors and bright work.
- ↳ Clean and sanitize partition doors and spot clean walls.
- ↳ Spot clean walls up to six (6) feet high.
- ↳ Clean, polish and refill dispenser units.
- ↳ Spot clean doors and kick plates, and sanitize door knobs.
- ↳ Mop and sanitize floors.

b. **Weekly**

- ↳ Clean all door frames and jambs, and remove scuff marks.
- ↳ Clean and disinfect floor drains, and add water into drain traps.

c. **Monthly**

- ↳ Clean ventilation grilles.

d. **Quarterly**

- ↳ Scrub floors.
- ↳ Clean light fixtures.

**B. POLICE STATION**

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**I. Offices, Corridors, Lounges, Lobbies, Meeting Rooms and Entrances**

a. **Daily**

- ↳ Vacuum all carpets, including all entrance mats and stairwells.
- ↳ Empty all wastebaskets and: replace bag liners if ripped, soiled or wet; damp wipe if soiled or wet; and dispose of refuse in designated dumpster.
- ↳ Empty and damp wipe all recycling containers and dispose of material in designated dumpster.
- ↳ Dispose all cardboard packing or discarded materials or items left for removal in a designated dumpster.
- ↳ Clean all entrance/Exit doors.
- ↳ Clean and sanitize door handles.
- ↳ Clean Reception counters, waiting area furniture and conference tables.
- ↳ Sweep area around all entry and exit doorways.
- ↳ Clean and sanitize kitchenettes including counters, cabinets, sinks, coffee makers and Refrigerator.
- ↳ Sweep and wet mop all non-carpeted floors including stairwells and landings if applicable.
- ↳ Clean any area or item that needs immediate attention due to incidental spills, leaks or debris.
- ↳ Spot clean any obvious stains or spills in carpeted areas with appropriate manufacturer approved cleaners.

- ↳ Remove cigarette buds from smoking area and receptacles.
- ↳ Clean exterior rear stairwell and remove debris from storm drain.
- ↳ Sweep under vending machines and clean and sanitize front section of the vending machine.

**b. Weekly**

- ↳ Dust stairwell railings and ledges.
- ↳ Clean building directory and bulletin boards.
- ↳ Spot clean doors and walls up to 6 feet high.
- ↳ Spot clean glass partitions below 70".
- ↳ Remove and replace sand from cigarette bud collector receptacles as needed (if applicable).
- ↳ Clean pump rooms.
- ↳ Wipe down lockers and benches in locker rooms.
- ↳ Sweep and mop evidence and other restricted rooms as requested by the staff.
- ↳ Remove debris around the facility within 10 feet surroundings.

**c. Bi-Weekly**

- ↳ Dust window sills and blinds.
- ↳ High dust, shelving, partitions, ledges and artwork.

**d. Monthly**

- ↳ Clean HVAC ventilation grilles and light fixtures.
- ↳ Replace sand in cigarette bud receptacles or on as needed basis (If applicable).

**e. Quarterly**

- ↳ Scrub and polish non-carpeted floors.

**f. Bi-Annually**

- ↳ Strip and wax non-carpeted floors.

**g. Annually**

- ↳ Clean first floor exterior windows surfaces.
- ↳ Pressure-wash main concrete slabs adjacent to the building.

**II. Restrooms**

**a. Daily**

- ↳ Empty wastebaskets and replace bag liners if ripped, soiled or wet.
- ↳ Empty sanitary napkin receptacles.
- ↳ Clean and sanitize urinals, sinks and toilets.
- ↳ Clean mirrors and bright work.
- ↳ Clean and sanitize partition doors and spot clean walls.

- ↳ Spot clean walls up to six (6) feet high.
- ↳ Clean, polish and refill dispenser units.
- ↳ Spot clean doors and kick plates, and sanitize door knobs.
- ↳ Mop and sanitize floors.

**b. Weekly**

- ↳ Clean all door frames and jambs, and remove scuff marks.
- ↳ Clean and disinfect floor drains, and add water into drain traps.

**c. Monthly**

- ↳ Clean ventilation grilles.

**d. Quarterly**

- ↳ Scrub floors.
- ↳ Clean light fixtures.

**C. PUBLIC WORKS**

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**I. Offices, Corridors, Lounges, Lobbies, Conference Rooms and Entrances**

**a. Daily**

- ↳ Vacuum all carpets, including all entrance mats.
- ↳ Empty all wastebaskets and: replace bag liners if ripped, soiled or wet; damp wipe if soiled or wet; and dispose of refuse in designated dumpster.
- ↳ Empty and damp wipe all recycling containers and dispose of material in designated dumpster.
- ↳ Dispose all cardboard packing or discarded materials or items left for removal in a designated dumpster.
- ↳ Clean, sanitize and polish all drinking fountains.
- ↳ Clean all entrance glass and doors.
- ↳ Clean and sanitize door handles.
- ↳ Clean Reception counters and waiting area furniture.
- ↳ Clean conference rooms.
- ↳ Sweep area around all entry and exit doorways.
- ↳ Clean and sanitize kitchenettes including counters, tables, cabinets, chairs, sinks and coffee makers.
- ↳ Sweep and wet mop all non-carpeted floors including stairwells and landings.
- ↳ Clean any area or item that needs immediate attention due to incidental spills, leaks or debris.
- ↳ Spot clean any obvious stains or spills in carpeted areas with appropriate manufacturer approved cleaners.
- ↳ Remove cigarette buds from smoking area and receptacles.
- ↳ Sweep under vending machines and clean and sanitize front section of the vending machine.

**b. Weekly**

- ↳ Dust stairwell railings and ledges.
- ↳ Spot clean doors and walls up to 6 feet high.
- ↳ Spot clean glass partitions below 70".
- ↳ Remove and replace sand from cigarette bud collector receptacles as needed.
- ↳ Remove debris around the facility within 10 feet surroundings.

**c. Bi-Weekly**

- ↳ Dust window sills and blinds.
- ↳ High dust, shelving, partitions, ledges and artwork.

**d. Monthly**

- ↳ Clean HVAC ventilation grilles and light fixtures.
- ↳ Replace sand in cigarette bud receptacles or on as needed basis.

**e. Quarterly**

- ↳ Scrub and polish non carpeted floors.
- ↳ Steam clean carpets in first and second floor Lobby areas.

**f. Bi-Annually**

- ↳ Strip and wax non-carpeted floors.

**g. Annually**

- ↳ Clean first and basement floor exterior windows surfaces.
- ↳ Pressure-wash main concrete slabs adjacent to the building.

**II. Restrooms**

**a. Daily**

- ↳ Empty wastebaskets and replace bag liners if ripped, soiled or wet.
- ↳ Empty sanitary napkin receptacles.
- ↳ Clean and sanitize urinals, sinks and toilets.
- ↳ Clean mirrors and bright work.
- ↳ Clean and sanitize partition doors and spot clean walls.
- ↳ Spot clean walls up to six (6) feet high.
- ↳ Clean, polish and refill dispenser units.
- ↳ Spot clean doors and kick plates, and sanitize door knobs.
- ↳ Mop and sanitize floors.

**b. Weekly**

- ↳ Clean all door frames and jambs, and remove scuff marks.
- ↳ Clean and disinfect floor drains, and add water into drain traps.

**c. Monthly**

- ↳ Clean ventilation grilles.

**d. Quarterly**

- ↳ Scrub floors.
- ↳ Clean light fixtures.

**D. B&O TRAIN STATION**

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**I. Restrooms**

**a. Daily**

- ↳ Empty wastebaskets and replace bag liners if ripped, soiled or wet.
- ↳ Empty sanitary napkin receptacles.
- ↳ Clean and sanitize urinals, sinks and toilets.
- ↳ Clean mirrors and bright work.
- ↳ Clean and sanitize partition doors and spot clean walls.
- ↳ Spot clean walls up to six (6) feet high.
- ↳ Clean, polish and refill dispenser units.
- ↳ Spot clean doors and kick plates, and sanitize door knobs.
- ↳ Mop and sanitize floors.
- ↳ Clean, sanitize and polish all drinking fountains.
- ↳ Sweep and mop tile floor in drinking fountain area.

**b. Weekly**

- ↳ Clean all door frames and jambs, and remove scuff marks.
- ↳ Clean and disinfect floor drains, and add water into drain traps.

**c. Monthly**

- ↳ Clean ventilation grilles.

**d. Quarterly**

- ↳ Scrub floors.
- ↳ Clean light fixtures.

**E. B&O TRAIN MUSEUM**

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**I. Offices, Corridors, Lobbies, Display Areas and Decks**

**a. Daily**

- ↳ Vacuum all carpets, including all entrance mats.
- ↳ Empty all wastebaskets and: replace bag liners if ripped, soiled or wet; damp wipe if soiled or wet; and dispose of refuse in designated dumpster.
- ↳ Empty and damp wipe all recycling containers and dispose of material in designated dumpster.
- ↳ Dispose all cardboard packing or discarded materials or items left for removal in a designated dumpster.

- ↳ Clean all entrance glass and doors.
- ↳ Clean bulletin boards and signs.
- ↳ Clean and sanitize door handles.
- ↳ Clean Reception counters and waiting area furniture.
- ↳ Sweep area around all entry and exit doorways.
- ↳ Sweep and wet mop all non-carpeted floors.
- ↳ Clean any area or item that needs immediate attention due to incidental spills, leaks or debris.
- ↳ Spot clean any obvious stains or spills in carpeted areas with appropriate manufacturer approved cleaners.
- ↳ Remove cigarette buds from smoking area and receptacles.
- ↳ Sweep exterior wooden deck and stairwells, clean visitors benches.

**b. Weekly**

- ↳ Spot clean doors and walls up to 6 feet high.
- ↳ Remove and replace sand from cigarette bud collector receptacles as needed.
- ↳ Remove debris around the facility within 10 feet surroundings.

**c. Bi-Weekly**

- ↳ Dust window sills and blinds.
- ↳ High dust, shelving, partitions, ledges and artwork.

**d. Monthly**

- ↳ Clean HVAC ventilation grilles and light fixtures.
- ↳ Replace sand in cigarette bud receptacles or on as needed basis.

**e. Annually**

- ↳ Pressure-wash wooden deck.

**F. C&O TRAIN CABOOSE**

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**I. Interior Space, Access Ramps, Exterior Shell and Entryway**

**a. Daily**

- ↳ Vacuum all entrance mats.
- ↳ Empty all wastebaskets and: replace bag liners if ripped, soiled or wet; damp wipe if soiled or wet; and dispose of refuse in designated dumpster.
- ↳ Empty and damp wipe all recycling containers and dispose of material in designated dumpster.
- ↳ Dispose all cardboard packing or discarded materials or items left for removal in a designated dumpster.
- ↳ Clean all entrance glass and doors.
- ↳ Clean bulletin boards and signs.
- ↳ Clean and sanitize door handles.
- ↳ Clean Reception counters and waiting area furniture.
- ↳ Sweep area around all entry/ exit doorways and ramps.

- ↳ Sweep and wet mop all non-carpeted floors.
- ↳ Clean any area or item that needs immediate attention due to incidental spills, leaks or debris.
- ↳ Spot clean any obvious stains or spills in carpeted areas with appropriate manufacturer approved cleaners.
- ↳ Remove cigarette buds from smoking area and receptacles.
- ↳ Remove debris around the facility within 10 feet surroundings.

**b. Weekly**

- ↳ Spot clean doors and walls up to 6 feet high.
- ↳ High dust, shelving, partitions, ledges, museum display and artwork.
- ↳ Clean TV monitors and kiosks

**c. Bi-Weekly**

- ↳ Dust window sills and blinds.
- ↳ Clean HVAC ventilation grilles and light fixtures.
- ↳ Wipe down entryway railings.

**d. Annually**

- ↳ Pressure-wash exterior of the caboose.

**G. B&O BUDD TRAIN CAR**

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**I. Interior Space, Access Ramps, Exterior Shell and Entryway**

**a. Daily**

- ↳ Vacuum all entrance mats.
- ↳ Empty all wastebaskets and: replace bag liners if ripped, soiled or wet; damp wipe if soiled or wet; and dispose of refuse in designated dumpster.
- ↳ Empty and damp wipe all recycling containers and dispose of material in designated dumpster.
- ↳ Dispose all cardboard packing or discarded materials or items left for removal in a designated dumpster.
- ↳ Clean all entrance glass and doors.
- ↳ Clean bulletin boards and signs.
- ↳ Clean and sanitize door handles.
- ↳ Clean Reception counters and waiting area furniture.
- ↳ Sweep area around all entry/exit doorways, ramps and steps.
- ↳ Sweep and wet mop all non-carpeted floors.
- ↳ Clean any area or item that needs immediate attention due to incidental spills, leaks or debris.
- ↳ Spot clean any obvious stains or spills in carpeted areas with appropriate manufacturer approved cleaners.
- ↳ Remove cigarette buds from smoking area and receptacles.
- ↳ Remove debris around the facility within 10 feet surroundings.
- ↳ Clean and sanitize vinyl seats

**b. Weekly**

- ↳ Spot clean doors and walls up to 6 feet high.
- ↳ High dust, shelving, partitions, ledges, museum display and artwork.
- ↳ Clean TV monitors and kiosks

**c. Bi-Weekly**

- ↳ Dust window sills and blinds.
- ↳ Clean HVAC ventilation grilles and light fixtures.
- ↳ Wipe down entryway railings

**d. Quarterly**

- ↳ Scrub floors and polish non-carpeted floors.

**e. Bi-Annually**

- ↳ Strip and Wax non-carpeted VCT floors

**f. Annually**

- ↳ Scrub and pressure-wash stainless steel exterior of the Budd car.

**H. CASEY COMMUNITY CENTER**

Casey Community Center is a community recreational facility; spaces are rented to the public for parties and community recreational programs. This facility requires both general cleaning and day porter services.

**I. Offices, Corridors, Lounges, Lobbies, Entrances, Loading Dock, Conference and Program Rooms**

**a. Daily**

- ↳ Vacuum all carpets, including all entrance mats and in elevators.
- ↳ Empty all wastebaskets and: replace bag liners if ripped, soiled or wet; damp wipe if soiled or wet; and dispose of refuse in designated dumpster.
- ↳ Empty and damp wipe all recycling containers and dispose of material in designated dumpster.
- ↳ Dispose all cardboard packing or discarded materials or items left for removal in a designated dumpster.
- ↳ Clean, sanitize and polish all drinking fountains.
- ↳ Clean all entrance glass and doors.
- ↳ Clean and sanitize door handles.
- ↳ Clean Reception counters and waiting area furniture.
- ↳ Sweep area around all entry and exit doorways.
- ↳ Sweep and wet mop stairwells and landing areas.
- ↳ Sweep and clean front porch and loading dock.
- ↳ Clean and sanitize kitchen area including counters, cabinets, sinks, ice maker and coffee makers.
- ↳ Sweep and wet mop all non-carpeted floors including stairwells and landings

- ↳ Clean any area or item that needs immediate attention due to incidental spills, leaks or debris.
- ↳ Spot clean any obvious stains or spills in carpeted areas with appropriate manufacturer approved cleaners.
- ↳ Remove scuff marks and stains from elevator doors and control panels.
- ↳ Remove cigarette buds from smoking area and receptacles.
- ↳ Sweep under vending machines and clean and sanitize front section of the vending machines.
- ↳ Sweep and remove debris from water fountain area.
- ↳ Water lawn and plants.

**b. Weekly**

- ↳ Clean and wipe down elevator cab panels, doors and door tracks.
- ↳ Dust stairwell railings and ledges.
- ↳ Clean building directory.
- ↳ Spot clean doors and walls up to 6 feet high.
- ↳ Spot clean glass partitions below 70".
- ↳ Remove and replace sand from cigarette bud collector receptacles as needed.
- ↳ Remove debris around the facility within 10 feet surroundings.

**c. Bi-Weekly**

- ↳ Dust window sills and blinds.
- ↳ High dust, shelving, partitions, ledges and artwork.

**d. Monthly**

- ↳ Clean HVAC ventilation grilles and light fixtures.
- ↳ Replace sand in cigarette bud receptacles or on as needed basis.
- ↳ Clean interior surface of water fountain,
- ↳ Pressure-wash main entrance concrete surfaces.

**e. Quarterly**

- ↳ Scrub and polish non carpeted floors.
- ↳ Steam clean carpets in first and second floor Lobby areas.

**f. Bi-Annually**

- ↳ Strip and wax non-carpeted floors.

**g. Annually**

- ↳ Clean and wash first floor exterior windows surfaces.
- ↳ Pressure-wash main concrete slabs adjacent to the building.
- ↳ Pressure wash water fountain interior surface.

**II. Restrooms**

**a. Daily**

- ↳ Empty wastebaskets and replace bag liners if ripped, soiled or wet.
- ↳ Empty sanitary napkin receptacles.
- ↳ Clean and sanitize urinals, sinks and toilets.
- ↳ Clean mirrors and bright work.
- ↳ Clean and sanitize partition doors and spot clean walls.
- ↳ Spot clean walls up to six (6) feet high.
- ↳ Clean, polish and refill dispenser units.
- ↳ Spot clean doors and kick plates, and sanitize door knobs.
- ↳ Mop and sanitize floors.

**b. Weekly**

- ↳ Clean all door frames and jambs, and remove scuff marks.
- ↳ Clean and disinfect floor drains, and add water into drain traps.

**c. Monthly**

- ↳ Clean ventilation grilles.

**d. Quarterly**

- ↳ Scrub floors and polish floors.
- ↳ Clean light fixtures.

**III. Day Porter Services**

Day porter staff shall work under the general direction of a City employee as assigned by the Contract Administrator. The work scope includes, but may not be limited to:

- ↳ General cleaning services as specified in the above section.
- ↳ Set up, take down and properly store furniture and other facility equipment as directed.
- ↳ Clean and maintain furniture storage spaces.
- ↳ Scrub and clean tables and chairs quarterly.

**I. COMFORT STATION AND PAVILIONS AT BOHRER PARK AND CITY HALL**

Comfort stations and pavilions are open to the public starting on Memorial Day weekend and remain open until they close on Labor Day weekend. The following services are requested during this operational period:

**I. Pavilions and Comfort station**

**a. Daily**

- ↳ Empty all wastebaskets and: replace bag liners if ripped, soiled or wet; damp wipe if soiled or wet; and dispose of refuse in designated dumpster.
- ↳ Empty and damp wipe all recycling containers and dispose of material in designated dumpster.
- ↳ Dispose all cardboard packing or discarded materials or items left for removal in a designated dumpster.
- ↳ Clean, sanitize and polish all drinking fountains.
- ↳ Sweep and clean concrete surface including stairs and landing areas.

- ↳ Clean and sanitize door handles.
- ↳ Clean any area or item that needs immediate attention due to incidental spills, leaks or debris.
- ↳ Remove cigarette buds from smoking area and receptacles.
- ↳ Clean tables located in the pavilions.

**b. Monthly**

- ↳ Thoroughly clean concrete surfaces, remove gum and other materials adhered to the surfaces, spot wash the surface as needed.
- ↳ High dust, shelving, partitions, electrical switches, outlets and panels.

**c. Annually**

- ↳ Vacuum stage curtain and remove spots
- ↳ Pressure-wash concrete surfaces.

**J. GAITHERSBURG AQUATIC CENTER**

Gaithersburg Aquatic Center is a public indoor pool facility. Due to the nature of the program, the consumption of cleaning supplies varies and would difficult for the Contractor to estimate and propose a cost for such supplies. For this reason, the City shall provide any and all required cleaning supplies for this facility.

**I. Offices, Corridors, Lobbies And Entrances**

**a. Daily**

- ↳ Vacuum all carpets, including all entrance mats.
- ↳ Empty all wastebaskets and: replace bag liners if ripped, soiled or wet; damp wipe if soiled or wet; and dispose of refuse in designated dumpster.
- ↳ Empty and damp wipe all recycling containers and dispose of material in designated dumpster.
- ↳ Dispose all cardboard packing or discarded materials or items left for removal in a designated dumpster.
- ↳ Clean, sanitize and polish all drinking fountains.
- ↳ Clean all entrance glass and doors.
- ↳ Clean and sanitize door handles.
- ↳ Clean Reception counters and waiting area furniture.
- ↳ Sweep area around all entry and exit doorways.
- ↳ Sweep and wet mop stairwells and landings, stairwells and landings.
- ↳ Clean any area or item that needs immediate attention due to incidental spills, leaks or debris.
- ↳ Spot clean any obvious stains or spills in carpeted areas with appropriate manufacturer approved cleaners.
- ↳ Sweep under vending machines and clean and sanitize front section of the vending machines.
- ↳ Spot clean doors and walls up to 6 feet high.
- ↳ Spot clean glass partitions below 70”.

**b. Bi-Weekly**

- ↳ Dust window sills and blinds.
- ↳ High dust, shelving, partitions, ledges, light fixtures and HVAC ventilation grilles.

## II. Restrooms

### a. Daily

- ↳ Empty wastebaskets and replace bag liners if ripped, soiled or wet.
- ↳ Empty sanitary napkin receptacles.
- ↳ Clean and sanitize urinals, sinks and toilets.
- ↳ Clean mirrors and bright work.
- ↳ Clean and sanitize partition doors and spot clean walls.
- ↳ Spot clean walls up to six (6) feet high.
- ↳ Clean, polish and refill dispenser units.
- ↳ Spot clean doors and kick plates, and sanitize door knobs.
- ↳ Mop and sanitize floors.
- ↳ Clean and disinfect inside and outside of lockers and benches.
- ↳ Clean, scrub and sanitize shower walls.
- ↳ Clean, sanitize and polish wall mounted hand and hair dryer

### b. Weekly

- ↳ Clean all door frames and jambs, and remove scuff marks.
- ↳ Clean and disinfect floor drains, and add water into drain traps.

### c. Monthly

- ↳ High dust, shelving, partitions, locker ledges, light fixtures and HVAC ventilation grilles.
- ↳ Clean and scrub floor tiles.

## III. Pool area

### a. Daily

- ↳ Spot clean windows and doors.
- ↳ Clean, sanitize and polish all drinking fountains.
- ↳ Empty all wastebaskets and: replace bag liners if ripped, soiled or wet; damp wipe if soiled or wet; and dispose of refuse in designated dumpster.
- ↳ Empty and damp wipe all recycling containers and dispose of material in designated dumpster.
- ↳ Dispose all cardboard packing or discarded materials or items left for removal in a designated dumpster.

### b. Weekly

- ↳ Clean windows and doors
- ↳ Clean benches

### c. Bi-Annually

- ↳ Wash windows and doors both inside and outside.
- ↳ Scrub VCT floors in Lobby and laundry room.

**d. Annually**

The Gaithersburg Aquatic Center will be shut down from mid-August through Labor Day for an annual cleaning of the pool, and for repairs and refurbishment work. During the shutdown period, the Contractor shall provide an annual comprehensive cleaning of the entire pool complex (excluding the storage room and filtration rooms). In addition to the areas listed above to be cleaned as usual, this special cleaning shall include:

- ↳ The use of a buffer and appropriate detergents to clean all floor tile surfaces in the locker and shower rooms, hallways, and the pool decks.
- ↳ Steam clean carpets in first and second floor Lobby areas.

**K. ACTIVITY CENTER AT BOHRER PARK**

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This facility requires both general cleaning and day porter services.

**I. Offices, Corridors, Lounges, Lobbies, Conference Rooms, Gymnasium and Entrances**

**a. Daily**

- ↳ Vacuum all carpets, including all entrance mats.
- ↳ Empty all wastebaskets and: replace bag liners if ripped, soiled or wet; damp wipe if soiled or wet; and dispose of refuse in designated dumpster.
- ↳ Empty and damp wipe all recycling containers and dispose of material in designated dumpster.
- ↳ Dispose all cardboard packing or discarded materials or items left for removal in a designated dumpster.
- ↳ Clean, sanitize and polish all drinking fountains.
- ↳ Clean all entrance glass and doors.
- ↳ Clean and sanitize door handles.
- ↳ Clean Reception counters, building directory and waiting area furniture.
- ↳ Sweep area around all entry/ exit doorways and loading docks.
- ↳ Clean and sanitize kitchenettes including counters, cabinets, sinks and coffee makers.
- ↳ Sweep and wet mop all non-carpeted floors including.
- ↳ Clean any area or item that needs immediate attention due to incidental spills, leaks or debris.
- ↳ Spot clean any obvious stains or spills in carpeted areas with appropriate manufacturer approved cleaners.
- ↳ Remove scuff marks and stains from elevator doors and control panels.
- ↳ Remove cigarette buds from smoking area and receptacles.
- ↳ Clean two exterior rear stairwells and remove debris from storm drains.
- ↳ Sweep under vending machines and clean and sanitize front section of the vending machines.
- ↳ Setup and remove and store furniture for various programs as directed by the facilities/program manager.
- ↳ Clean Gymnasium floor using Zamboni machine.

- ↳ General cleaning and furniture setup services as directed by the facilities /program manager.

**b. Weekly**

- ↳ Dust stairwell railings and ledges.
- ↳ Clean utility, storage closets
- ↳ Spot clean doors and walls up to 6 feet high.
- ↳ Spot clean glass partitions below 70”.
- ↳ High dust, shelving, partitions, ledges and artwork.
- ↳ Remove and replace sand from cigarette bud collector receptacles as needed.
- ↳ Remove debris around the facility within 10 feet surroundings.

**c. Quarterly**

- ↳ Scrub and polish non carpeted floors.
- ↳ Clean chairs and tables used for program setups.
- ↳ Wipe down bleachers in Gymnasium.

**d. Bi-Annually**

- ↳ Strip and wax non-carpeted floors.

**e. Annually**

- ↳ Clean first floor exterior/interior windows surfaces.
- ↳ Pressure-wash entrance concrete slabs.

**II. Restrooms**

**a. Daily**

- ↳ Empty wastebaskets and replace bag liners if ripped, soiled or wet.
- ↳ Empty sanitary napkin receptacles.
- ↳ Clean and sanitize urinals, sinks and toilets.
- ↳ Clean mirrors and bright work.
- ↳ Clean and sanitize partition doors and spot clean walls.
- ↳ Spot clean walls up to six (6) feet high.
- ↳ Clean, polish and refill dispenser units.
- ↳ Spot clean doors and kick plates, and sanitize door knobs.
- ↳ Mop and sanitize floors.

**b. Weekly**

- ↳ Clean all door frames and jambs, and remove scuff marks.
- ↳ Clean and disinfect floor drains, and add water into drain traps.

**c. Monthly**

- ↳ Clean ventilation grilles.

**d. Quarterly**

- ↳ Scrub floors.
- ↳ Clean light fixtures.

**III. Day Porter Services**

Day porter staff shall work under the general direction of a City employee as assigned by the Contract Administrator. The work scope includes, but may not be limited to:

- ↳ General cleaning services as specified in the above section.
- ↳ Set up, take down and properly store furniture and other facility equipment as directed.
- ↳ Clean and maintain furniture storage spaces.
- ↳ Scrub and clean tables and chairs quarterly.

**L. GAITHERSBURG ARTS BARN**

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**I. Offices, Corridors, Lounges, Lobbies, Conference Rooms and Entrances**

**a. Daily**

- ↳ Vacuum all carpets, including all entrance mats and in elevators.
- ↳ Empty all wastebaskets and: replace bag liners if ripped, soiled or wet; damp wipe if soiled or wet; and dispose of refuse in designated dumpster.
- ↳ Empty and damp wipe all recycling containers and dispose of material in designated dumpster.
- ↳ Dispose all cardboard packing or discarded materials or items left for removal in a designated dumpster.
- ↳ Clean, sanitize and polish all drinking fountains.
- ↳ Clean all entrance glass and doors.
- ↳ Clean and sanitize door handles.
- ↳ Clean Reception counters and waiting area furniture.
- ↳ Clean conference room and mayor and City council chambers furniture.
- ↳ Sweep area around all entry and exit doorways.
- ↳ Sweep and clean front porch
- ↳ Clean and sanitize kitchenettes including counters, cabinets, sinks and coffee makers.
- ↳ Sweep and wet mop all non-carpeted floors including stairwells and landings
- ↳ Clean any area or item that needs immediate attention due to incidental spills, leaks or debris.
- ↳ Spot clean any obvious stains or spills in carpeted areas with appropriate manufacturer approved cleaners.
- ↳ Remove scuff marks and stains from elevator doors and control panels.
- ↳ Remove cigarette buds from smoking area and receptacles.
- ↳ Clean ramps, rear stairwells and remove debris from storm drains.

**b. Weekly**

- ↳ Clean and wipe down elevator cab panels, doors and door tracks.

- ↳ Dust stairwell railings and ledges.
- ↳ Clean building directory.
- ↳ Spot clean doors and walls up to 6 feet high.
- ↳ Spot clean glass partitions below 70".
- ↳ Remove and replace sand from cigarette bud collector receptacles as needed.
- ↳ Remove debris around the facility within 5 feet surroundings.

**c. Bi-Weekly**

- ↳ Dust window sills and blinds.
- ↳ High dust, shelving, partitions, ledges and artwork.

**d. Monthly**

- ↳ Clean HVAC ventilation grilles and light fixtures.
- ↳ Replace sand in cigarette bud receptacles or on as needed basis.

**e. Quarterly**

- ↳ Scrub and polish non carpeted floors.

**f. Bi-Annually**

- ↳ Strip and wax non-carpeted floors.

**g. Annually**

- ↳ Clean first floor exterior windows surfaces.

**II. Restrooms**

**a. Daily**

- ↳ Empty wastebaskets and replace bag liners if ripped, soiled or wet.
- ↳ Empty sanitary napkin receptacles.
- ↳ Clean and sanitize urinals, sinks and toilets.
- ↳ Clean mirrors and bright work.
- ↳ Clean and sanitize partition doors and spot clean walls.
- ↳ Spot clean walls up to six (6) feet high.
- ↳ Clean, polish and refill dispenser units.
- ↳ Spot clean doors and kick plates, and sanitize door knobs.
- ↳ Mop and sanitize floors.

**b. Weekly**

- ↳ Clean all door frames and jambs, and remove scuff marks.
- ↳ Clean and disinfect floor drains, and add water into drain traps.

**c. Monthly**

- ↳ Clean ventilation grilles.

d. **Quarterly**

- ↳ Scrub floors.
- ↳ Clean light fixtures.

M. **WATER PARK AT BOHRER PARK**

Due to the nature of the program, the consumption of cleaning supplies varies and would difficult for the Contractor to estimate and propose a cost for such supplies. For this reason, the City shall provide any and all required cleaning supplies for this facility.

I. **Administrative Offices**

a. **Daily**

- ↳ Vacuum all carpets, including all entrance mats.
- ↳ Empty all wastebaskets and: replace bag liners if ripped, soiled or wet; damp wipe if soiled or wet; and dispose of refuse in designated dumpster.
- ↳ Empty and damp wipe all recycling containers and dispose of material in designated dumpster.
- ↳ Dispose all cardboard packing or discarded materials or items left for removal in a designated dumpster.
- ↳ Clean, sanitize and polish all drinking fountains.
- ↳ Clean all entrance glass and doors.
- ↳ Clean and sanitize door handles.
- ↳ Clean Reception counters and waiting area furniture.
- ↳ Sweep area around all entry and exit doorways.
- ↳ Sweep and wet mop stairwells and landings, stairwells and landings.
- ↳ Clean any area or item that needs immediate attention due to incidental spills, leaks or debris.
- ↳ Spot clean any obvious stains or spills in carpeted areas with appropriate manufacturer approved cleaners.
- ↳ Sweep under vending machines and clean and sanitize front section of the vending machines.
- ↳ Spot clean doors and walls up to 6 feet high.
- ↳ Spot clean glass partitions below 70”.

b. **Bi-Weekly**

- ↳ Dust window sills and blinds.
- ↳ High dust, shelving, partitions, ledges, light fixtures and HVAC ventilation grilles.

II. **Bathroom and Restrooms**

a. **Daily**

- ↳ Empty wastebaskets and replace bag liners if ripped, soiled or wet.
- ↳ Empty sanitary napkin receptacles.
- ↳ Clean and sanitize urinals, sinks and toilets.
- ↳ Clean mirrors and bright work.
- ↳ Clean and sanitize partition doors and spot clean walls.

- ↳ Spot clean walls up to six (6) feet high.
- ↳ Clean, polish and refill dispenser units.
- ↳ Spot clean doors and kick plates, and sanitize door knobs.
- ↳ Mop and sanitize floors.
- ↳ Clean and disinfect inside and outside of lockers and benches.
- ↳ Clean, scrub and sanitize shower walls.
- ↳ Clean, sanitize and polish wall mounted hand and hair dryer.

**b. Weekly**

- ↳ Clean all door frames and jambs, and remove scuff marks.
- ↳ Clean and disinfect floor drains, and add water into drain traps.

**c. Monthly**

- ↳ High dust, shelving, partitions, locker ledges, light fixtures and HVAC ventilation grilles.
- ↳ Clean and scrub floor tiles in shower area.

**d. Annually**

- ↳ The use of a buffer and appropriate detergents to clean all floor tile surfaces in the locker and shower rooms, hallways, and the pool decks.

**III. Snack bar**

**a. Annually**

The Contractor shall provide an annual comprehensive cleaning of the entire Snack Bar building, including the small room in the rear of the building, prior to opening for the summer season.

- ↳ Clean/disinfect all counters, sinks and appliances
- ↳ Pressure wash concrete floor and clean floor drains
- ↳ Clean/disinfect all walls & floors
- ↳ Clean/disinfect all shelves
- ↳ Clean light fixtures

**N. SKATE PARK**

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**I. Offices, Corridors, Lobbies And Entrances**

**a. Daily**

- ↳ Vacuum all carpets, including all entrance mats.
- ↳ Empty all wastebaskets and: replace bag liners if ripped, soiled or wet; damp wipe if soiled or wet; and dispose of refuse in designated dumpster.
- ↳ Empty and damp wipe all recycling containers and dispose of material in designated dumpster.
- ↳ Dispose all cardboard packing or discarded materials or items left for removal in a designated dumpster.
- ↳ Clean, sanitize and polish all drinking fountains.
- ↳ Clean all entrance glass and doors.

- ↳ Clean and sanitize door handles.
- ↳ Clean Reception counters and waiting area furniture.
- ↳ Sweep area around all entry and exit doorways.
- ↳ Clean any area or item that needs immediate attention due to incidental spills, leaks or debris.
- ↳ Spot clean any obvious stains or spills in carpeted areas with appropriate manufacturer approved cleaners.
- ↳ Sweep under vending machines and clean and sanitize front section of the vending machines.
- ↳ Spot clean doors and walls up to 6 feet high.
- ↳ Spot clean glass partitions below 70”.

**O. OLDE TOWNE YOUTH CENTER**

The Olde Towne Youth Center building is U.S. Green Building Council LEED-NC, Platinum certified facility. As such, the Contractor shall conform to U.S. Green Building Council approved standards for products and cleaning methods and shall maintain required documentation in order to comply with any and all LEED certification requirements.

**I. Offices, Corridors, Lounges, Lobbies, Conference Rooms and Entrances**

**a. Daily**

- ↳ Vacuum all carpets, including all entrance mats and in elevators.
- ↳ Empty all wastebaskets and: replace bag liners if ripped, soiled or wet; damp wipe if soiled or wet; and dispose of refuse in designated dumpster.
- ↳ Empty and damp wipe all recycling containers and dispose of material in designated dumpster.
- ↳ Dispose all cardboard packing or discarded materials or items left for removal in a designated dumpster.
- ↳ Clean, sanitize and polish all drinking fountains.
- ↳ Clean all entrance glass and doors.
- ↳ Clean and sanitize door handles.
- ↳ Clean Reception counters and waiting area furniture.
- ↳ Sweep area around all entry and exit doorways.
- ↳ Sweep and clean front porch
- ↳ Clean and sanitize kitchenettes including counters, cabinets, sinks and coffee makers.
- ↳ Sweep and wet mop all non-carpeted floors.
- ↳ Clean any area or item that needs immediate attention due to incidental spills, leaks or debris.
- ↳ Spot clean any obvious stains or spills in carpeted areas with appropriate manufacturer approved cleaners.
- ↳ Remove scuff marks and stains form elevator doors and control panels.
- ↳ Remove cigarette buds from smoking area and receptacles.
- ↳ Clean exterior entry/exit doorways, and remove debris from storm drains.
- ↳ Sweep under vending machines and clean and sanitize front section of the vending machines.
- ↳ Clean building directory.

**b. Weekly**

- ↳ Spot clean doors and walls up to 6 feet high.
- ↳ Spot clean glass partitions below 70”.
- ↳ Remove debris around the facility within 10 feet surroundings.
- ↳ Clean rubber floor using portable Zamboni or similar power sweeper.
- ↳ Clean vestibule floor dust trap by removing the grilles vacuuming and moping.

**c. Bi-Weekly**

- ↳ Dust window sills and blinds.
- ↳ High dust, shelving, partitions, ledges and artwork.

**d. Monthly**

- ↳ Clean HVAC ventilation grilles and light fixtures.

**e. Quarterly**

- ↳ Scrub and polish VCT floors.

**f. Bi-Annually**

- ↳ Strip and wax non-carpeted floors.

**g. Annually**

- ↳ Clean first floor exterior windows surfaces and overhangs
- ↳ Pressure-wash main concrete slabs adjacent to the building.

**II. Restrooms**

**a. Daily**

- ↳ Empty wastebaskets and replace bag liners if ripped, soiled or wet.
- ↳ Empty sanitary napkin receptacles.
- ↳ Clean and sanitize urinals, sinks and toilets.
- ↳ Clean mirrors and bright work.
- ↳ Clean and sanitize partition doors and spot clean walls.
- ↳ Spot clean walls up to six (6) feet high.
- ↳ Clean, polish and refill dispenser units.
- ↳ Spot clean doors and kick plates, and sanitize door knobs.
- ↳ Mop and sanitize floors.

**b. Weekly**

- ↳ Clean all door frames and jambs, and remove scuff marks.
- ↳ Clean and disinfect floor drains, and add water into drain traps.

**c. Monthly**

- ↳ Clean ventilation grilles.

**d. Quarterly**

- ↳ Scrub floors.
- ↳ Clean light fixtures.

**P. ROBERTSON PARK YOUTH CENTER**

The Robertson Park Youth Center building is U.S. Green Building Council LEED-NC, Platinum certified facility. As such, the Contractor shall conform to U.S. Green Building Council approved standards for products and cleaning methods and shall maintain required documentation in order to comply with any and all LEED certification requirements.

**I. Offices, Corridors, Lounges, Lobbies, Conference Rooms and Entrances**

**a. Daily**

- ↳ Vacuum all carpets, including all entrance mats and in elevators.
- ↳ Empty all wastebaskets and: replace bag liners if ripped, soiled or wet; damp wipe if soiled or wet; and dispose of refuse in designated dumpster.
- ↳ Empty and damp wipe all recycling containers and dispose of material in designated dumpster.
- ↳ Dispose all cardboard packing or discarded materials or items left for removal in a designated dumpster.
- ↳ Clean, sanitize and polish all drinking fountains.
- ↳ Clean all entrance glass and doors.
- ↳ Clean and sanitize door handles.
- ↳ Clean Reception counters and waiting area furniture.
- ↳ Sweep area around all entry and exit doorways.
- ↳ Sweep and clean front porch
- ↳ Clean and sanitize kitchenettes including counters, cabinets, sinks and coffee makers.
- ↳ Sweep and wet mop all non-carpeted floors.
- ↳ Clean any area or item that needs immediate attention due to incidental spills, leaks or debris.
- ↳ Spot clean any obvious stains or spills in carpeted areas with appropriate manufacturer approved cleaners.
- ↳ Remove scuff marks and stains from elevator doors and control panels.
- ↳ Remove cigarette buds from smoking area and receptacles.
- ↳ Clean exterior entry/exit doorways, and remove debris from storm drains.
- ↳ Sweep under vending machines and clean and sanitize front section of the vending machines.
- ↳ Clean building directory.

**b. Weekly**

- ↳ Spot clean doors and walls up to 6 feet high.
- ↳ Spot clean glass partitions below 70”.
- ↳ Remove debris around the facility within 10 feet surroundings.
- ↳ Clean rubber floor using portable Zamboni or similar power sweeper.

- ↳ Clean vestibule floor dust trap by removing the grilles vacuuming and moping.

**c. Bi-Weekly**

- ↳ Dust window sills and blinds.
- ↳ High dust, shelving, partitions, ledges and artwork.

**d. Monthly**

- ↳ Clean HVAC ventilation grilles and light fixtures.

**e. Quarterly**

- ↳ Scrub and polish VCT floors.

**f. Bi-Annually**

- ↳ Strip and wax non-carpeted floors.

**g. Annually**

- ↳ Clean first floor exterior windows surfaces and overhangs
- ↳ Pressure-wash main concrete slabs adjacent to the building.

**II. Restrooms**

**a. Daily**

- ↳ Empty wastebaskets and replace bag liners if ripped, soiled or wet.
- ↳ Empty sanitary napkin receptacles.
- ↳ Clean and sanitize urinals, sinks and toilets.
- ↳ Clean mirrors and bright work.
- ↳ Clean and sanitize partition doors and spot clean walls.
- ↳ Spot clean walls up to six (6) feet high.
- ↳ Clean, polish and refill dispenser units.
- ↳ Spot clean doors and kick plates, and sanitize door knobs.
- ↳ Mop and sanitize floors.

**b. Weekly**

- ↳ Clean all door frames and jambs, and remove scuff marks.
- ↳ Clean and disinfect floor drains, and add water into drain traps.

**c. Monthly**

- ↳ Clean ventilation grilles.

**d. Quarterly**

- ↳ Scrub floors.
- ↳ Clean light fixtures.

**Q. OLDE TOWNE PARKING GARAGE**

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**I. Corridors, Lobbies, Stairwells, Elevator Landings, Track Bridge, Decks and Entrances**

**a. Daily**

- ↳ Sweep all entrances, stairwells and landings, elevator landings.
- ↳ Sweep and wet mop elevator cab floors and remove dirt from door tracks.
- ↳ Remove scuff marks and stains from elevator doors, interior panels and switch panels. Sanitize handrails, control panel buttons.
- ↳ Empty all wastebaskets and: replace bag liners if ripped, soiled or wet; damp wipe if soiled or wet; and dispose of refuse in designated dumpster.
- ↳ Empty and damp wipe all recycling containers and dispose of material in designated dumpster.
- ↳ Dispose all cardboard packing or discarded materials or items left for removal in a designated dumpster.
- ↳ Clean all entrance glass and doors.
- ↳ Clean and sanitize door handles including stairwells doors and hand rails.
- ↳ Clean and disinfect any area or item that needs immediate attention due to incidental spills, leaks or debris.
- ↳ Remove cigarette buds from smoking area and receptacles.
- ↳ Clean and remove debris from floor deck drains.
- ↳ Remove debris on parking decks floors

**b. Weekly**

- ↳ Spot clean doors and walls up to 6 feet high.
- ↳ Spot clean glass partitions below 70”.
- ↳ Remove debris around the facility within 10 feet surroundings.

**c. Bi-Weekly**

- ↳ Dust window sills and blinds.
- ↳ High dust, emergency wall mounter light fixtures and ledges.

**d. Monthly**

- ↳ Clean and sweep utility rooms.
- ↳ Remove birds’ nests, droppings and cobwebs.
- ↳ Clean elevator light fixtures.
- ↳ Clean windows and glass in elevator landing areas.

**e. Quarterly**

- ↳ Power wash stairwells, disinfect and sanitize landings, handrails and doors.

**f. Annually**

- ↳ As part of post winter clean up, pressure-wash parking decks to remove salt and debris.

**R. COMMUNITY SERVICES OFFICES AT THE WELLS ROBERTSON HOUSE**

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**I. Offices, Corridors, Lobbies, Conference Rooms and Entrances**

**a. Daily**

- ↳ Vacuum all carpets, including all entrance mats and in elevators.
- ↳ Empty all wastebaskets and: replace bag liners if ripped, soiled or wet; damp wipe if soiled or wet; and dispose of refuse in designated dumpster.
- ↳ Empty and damp wipe all recycling containers and dispose of material in designated dumpster.
- ↳ Dispose all cardboard packing or discarded materials or items left for removal in a designated dumpster.
- ↳ Clean all entrance glass and doors.
- ↳ Clean and sanitize door handles. Remove scuff marks from doors.
- ↳ Clean Reception counters and waiting area furniture.
- ↳ Clean conference room.
- ↳ Sweep area around all entry and exit doorways.
- ↳ Sweep and clean front porch and access ramp.
- ↳ Clean and sanitize kitchenettes including counters, cabinets, sinks and coffee makers.
- ↳ Sweep and wet mop all non-carpeted floors.
- ↳ Clean any area or item that needs immediate attention due to incidental spills, leaks or debris.
- ↳ Spot clean any obvious stains or spills in carpeted areas with appropriate manufacturer approved cleaners.

**b. Weekly**

- ↳ Dust stairwell railings and ledges.
- ↳ Clean building directory.
- ↳ Wipe down and clean doors and spot clean walls up to 6 feet high.
- ↳ Spot clean glass partitions below 70”.
- ↳ Remove debris around the facility within 10 feet surroundings.

**c. Bi-Weekly**

- ↳ Dust window sills and blinds.
- ↳ High dust, shelving, partitions, ledges and artwork.

**d. Monthly**

- ↳ Clean HVAC ventilation grilles and light fixtures.

**e. Quarterly**

- ↳ Scrub and polish non carpeted floors.

**f. Bi-Annually**

- ↳ Strip and wax non-carpeted floors.

**g. Annually**

- ↳ Pressure-wash entrance porch, ramp, entrance concrete pathway.
- ↳ Steam clean carpets in conference room, entrance vestibule and office lobby.

**II. Restrooms**

**a. Daily**

- ↳ Empty wastebaskets and replace bag liners if ripped, soiled or wet.
- ↳ Empty sanitary napkin receptacles.
- ↳ Clean and sanitize urinals, sinks and toilets.
- ↳ Clean mirrors and bright work.
- ↳ Clean and sanitize partition doors and spot clean walls.
- ↳ Spot clean walls up to six (6) feet high.
- ↳ Clean, polish and refill dispenser units.
- ↳ Spot clean doors and kick plates, and sanitize door knobs.
- ↳ Mop and sanitize floors.

**b. Weekly**

- ↳ Clean all door frames and jambs, and remove scuff marks.
- ↳ Clean and disinfect floor drains, and add water into drain traps.

**c. Monthly**

- ↳ Clean ventilation grilles.

**d. Quarterly**

- ↳ Scrub floors.
- ↳ Clean light fixtures.

**~ END OF SECTION 8 ~**

## **SECTION 9: Attachments and Exhibits**

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### **9.1. ATTACHMENTS**

The following forms and documents are attached hereto as Attachment A.

- ↳ Addendum/Amendment Acknowledgement
- ↳ Affidavit of Qualification to Bid (Requires Notary)
- ↳ Bid Proposal Price Sheet
- ↳ Bid Submission Certification (Requires Notary)
- ↳ Conflict of Interest Certification (Requires Notary)
- ↳ Litigation and Lien Information

### **9.2. EXHIBITS**

The following documents are attached hereto as:

- ↳ Exhibit A – Schedule of Services and Fixture Counts
- ↳ Exhibit B – Sample Contract

**~ END OF SECTION 9 ~**

**INVITATION TO BID**  
**No. 2014-006**  
**CITYWIDE CUSTODIAL CLEANING SERVICES**

**ATTACHMENTS**





# City of Gaithersburg

## Affidavit of Qualification to Bid

Solicitation No. \_\_\_\_\_

Please complete this form in its entirety and include it with the Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

\*Does not apply to individuals or sole proprietors - indicate with "N/A"

I HEREBY AFFIRM THAT:

1. I am the \_\_\_\_\_ and the duly authorized representative of the entity \_\_\_\_\_ and that I possess the legal authority to make this affidavit on behalf of myself and the entity for which I am acting.

\*2. The entity \_\_\_\_\_ is either a Maryland corporation or is a foreign corporation properly registered with the Maryland State Department of Assessments and Taxation, in compliance with the State of Maryland Code of Regulations, Title 21, State Procurement Regulations.

3. Except as described in Paragraph five (5) below, neither I nor the above entity, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of Maryland or any municipality, county, bi-county, or multi-county agency, or subdivision of the State of Maryland have been convicted of, or have pleaded nolo contendere to a charge of, or have, during the course of an official investigation or other proceeding, admitted in writing or under oath, acts of omissions which constitute bribery, attempted bribery, or conspiracy to bribe, whether or not in furtherance of obtaining a contract with a public body, under the provisions Md. Code Ann., State Finance and Procurement Article, §16-202 (1995 Repl. Vol.) and Article 27 of the Annotated Code of Maryland or under the laws of any local, state or the federal government (conduct prior to July 2, 1977 is not required to be reported).

4. List any conviction, plea, or admission described in paragraph three (3) above, with the date, court, official, or administrative body; the individuals involved and their position with the entity; and the sentence or disposition, if any. Otherwise, state "none" as appropriate.

5. Neither I nor the above entity, nor to the best of my knowledge an officer, partner, controlling stockholder or principal of the responder, or any other person substantially involved in the responder's contracting activities has: (1) been convicted under the laws of the State of Maryland, another state or the United States of: (i) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, except as provided in Section 16-202 of the State Finance and Procurement Article of the Annotated Code of Maryland; or (ii) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; (2) been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state or the United States; (3) been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract; (4) been convicted of a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland; (5) been convicted of a conspiracy to private contract; (4) been convicted of a

violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland; (5) been convicted of a conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described herein; (6) been found civilly liable under an antitrust statute of the State of Maryland, another state or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

6. Responder hereby declares that this bid or proposal is made without any connection or collusion with any person, entity or corporation making a bid or proposal for the same work; that pursuant to this affidavit; that the attached specifications and any drawings referred to herein have been carefully examined and are understood; that careful examination has been made as is necessary to become informed as to the character and extent of the work required; and, that if this bid proposal is accepted, this Responder will contract to do, for the price stated in the attached cost proposal, all of the work described in the specifications, drawings and contract conditions.

7. I acknowledge that this affidavit is to be furnished to the City Manager or designee for the City of Gaithersburg, Maryland. I further acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of Gaithersburg may terminate any contract awarded and take any other appropriate action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**NOTARY ATTESTATION**

State of: \_\_\_\_\_

County of: \_\_\_\_\_

**I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me the subscriber, a Notary Public in and for the State of \_\_\_\_\_ and County aforesaid, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.**

**Witness my hand and Notarial seal:** \_\_\_\_\_

**My Commission expires:** \_\_\_\_\_

**Notary Public:** \_\_\_\_\_  
Printed Name



# City of Gaithersburg

## Bid Proposal Price Sheet

Solicitation No. 2014-006

The Bidder shall complete this form in its entirety and include in the Bid proposal.

Name of Entity: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_, \_\_\_\_\_ \_\_\_\_\_

BASE BID							
A	B	C	D	E	F	G	H
#	Facility Name	Proposed Number of Staff	Proposed Cleaning hours (Hr.)	Hourly Cleaning Cost (\$/Hr.)	Total Labor Cost (\$) D X E	Supplies and Equipment Cost (\$)	Total Proposed Cost (\$) F+G
1	City Hall						
2	Police Station						
3	Department of Public Works						
4	B&O Train Station						
5	Rolling Stock Caboose and Budd car						
6	B&O Train Museum						
7	Casey Community Center						
8	Comfort Station and Pavilions at Bohrer Park and City Hall						



<b>BASE BID</b>							
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>
<b>#</b>	<b>Facility Name</b>	<b>Proposed Number of Staff</b>	<b>Proposed Cleaning hours (Hr.)</b>	<b>Hourly Cleaning Cost (\$/Hr.)</b>	<b>Total Labor Cost (\$) D X E</b>	<b>Supplies and Equipment Cost (\$)</b>	<b>Total Proposed Cost (\$) F+G</b>
9	Gaithersburg Aquatic Center						
10	Activity center at Bohrer Park						
11	Gaithersburg Arts Barn						
12	Water Park at Bohrer Park						
13	Skate Park at Bohrer Park						
14	Olde Towne Youth Center						
15	Robertson Park Youth Center						
16	Olde Towne Parking Garage						
17	Community Services Offices at Wells Robertson						
18	Initial Setup – Including all Equipment	N/A	N/A	N/A	N/A	N/A	
19	Other – Specify						
	19 a.						
	19 b.						
	19 c.						
<b>Total Base Bid Amount:</b>							



UNIT PRICES				
#	Description	Cost by Square Foot or Hour	Total Hours Proposed to Clean 800 Square Feet Area (Hr.)	Total Cost (\$)
1	Carpet cleaning by water extraction method (labor, material and equipment)	\$ / SQ.FT.	HRS.	
2	Non carpeted floor scrub and buffing	\$ / SQ.FT.	HRS.	
3	Non carpeted floor strip and wax	\$ / SQ.FT.	HRS.	
4	Pressure wash concrete surfaces	\$ / SQ.FT.	HRS.	
3	Emergency cleaning response after hours Monday-Friday (6:00pm-6:00am) Friday 10:00pm to Monday 5:00am	\$ / HR.	N/A	
4	Emergency cleaning response during normal business hours Monday-Saturday (6:00am-6:00pm)	\$ / HR.	N/A	
5	Other items specify			
	5 a.			
	5 b.			
	5 c.			

By my signature: I hereby testify: that I am a duly authorized representative of the Entity named hereinabove; that I have fully examined and reviewed the items and totals represented on this Bid Proposal Price Sheet; and that they are accurate and complete.

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Printed Name



# City of Gaithersburg

## Bid Submission Certification

Solicitation No. \_\_\_\_\_

Please complete this form in its entirety and include it with the Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

Name of Entity: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_, \_\_\_\_\_ \_\_\_\_\_

Telephone Numbers: (P) \_\_\_\_\_ (F) \_\_\_\_\_

### **BID SUBMISSION CERTIFICATION**

The response to Solicitation No. \_\_\_\_\_ as submitted includes this Bid Submission Certification Form and the Affidavit of Qualification to Bid Form, Conflict of Interest Certification Form, and Litigation and Lien Information Form. I, the undersigned, hereby attest to the truth and completeness of the information and responses provided and certify that my entity has met the minimum selection criteria as outlined in the solicitation document.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

### **NOTARY ATTESTATION**

State of: \_\_\_\_\_

County of: \_\_\_\_\_

**I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me the subscriber, a Notary Public in and for the State of \_\_\_\_\_ and County aforesaid, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.**

**Witness my hand and Notarial seal:** \_\_\_\_\_

**My Commission expires:** \_\_\_\_\_

**Notary Public:** \_\_\_\_\_  
Printed Name



# City of Gaithersburg

## Conflict of Interest Certification

Solicitation No. \_\_\_\_\_

Please complete this form in its entirety and include it with the Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

\*Does not apply to individuals or sole proprietors - indicate with "N/A"

Name of Entity: \_\_\_\_\_

\* Federal ID No: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_, \_\_\_\_\_ \_\_\_\_\_

Telephone Numbers: (P) \_\_\_\_\_ (F) \_\_\_\_\_

(P) \_\_\_\_\_ (C) \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

### **CONFLICT OF INTEREST CERTIFICATION**

I HEREBY CERTIFY, on behalf of \_\_\_\_\_ that no  
*Name of Entity*  
employee, agent or elected official of the City of Gaithersburg, or member of a commission, board or corporation controlled or appointed by the Mayor and Council of the City of Gaithersburg has received or has been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration directly or indirectly related to this contract. Upon request by the City Manager or designee, or other authorized agent, as a prerequisite to payment pursuant to the terms of a contract awarded pursuant to this bid or proposal submission, will furnish to the City, under oath, answers to any interrogatories and comply with any request to review documents related to a possible conflict of interest as herein embodied.

I HEREBY CERTIFY, on behalf of \_\_\_\_\_ that no  
*Name of Entity*  
employee or agent of \_\_\_\_\_ is a member, employee,  
*Name of Entity*  
or elected official of the City of Gaithersburg of any agency, commission, or board of the City of Gaithersburg or is the spouse or any other relative of any of the foregoing. If unable to so certify, the details of any such relationship with the City of Gaithersburg are as follows:

\_\_\_\_\_

**Conflict of Interest Certification**

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I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**NOTARY ATTESTATION**

State of: \_\_\_\_\_

County of: \_\_\_\_\_

**I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me the subscriber, a Notary Public in and for the State of \_\_\_\_\_ and County aforesaid, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.**

**Witness my hand and Notarial seal:** \_\_\_\_\_

**My Commission expires:** \_\_\_\_\_

**Notary Public:** \_\_\_\_\_  
Printed Name



# City of Gaithersburg

## Litigation and Lien Information

Solicitation No. \_\_\_\_\_

Please complete this form in its entirety and include it with the Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

Name of Entity: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_, \_\_\_\_\_ \_\_\_\_\_

Telephone Numbers: (P) \_\_\_\_\_ (F) \_\_\_\_\_

### **LITIGATION INFORMATION**

Is your entity currently involved in any litigation or had a litigation claim(s) within the previous twenty-four (24) month period?

Yes /  No

If yes, please provide a detailed list including case number, jurisdiction, status and brief summary of such litigation.

<b><u>Case Number</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Status</u></b>	<b><u>Summary</u></b>
_____	_____	_____	_____
_____	_____	_____	_____

### **LIENS**

Does your entity have any outstanding mechanics liens?

Yes /  No

If yes, please explain: \_\_\_\_\_

Does your entity have any outstanding tax liens?

Yes /  No:

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Printed Name

**INVITATION TO BID**  
**No. 2014-006**  
**CITYWIDE CUSTODIAL CLEANING SERVICES**

**EXHIBIT A**

**SCHEDULE OF SERVICES**  
**AND FIXTURE COUNTS**

### Facilities locations and Schedule of Services

Number	Facility Name	Address	Cleaning Area (SQ.FT.) Approximately	Service schedule
1	City Hall	31 S. Summit Avenue, Gaithersburg, MD-20877	26,000	January-December Monday-Friday, after 5:00pm
2	Police Station	14 Fulks Corner Avenue, Gaithersburg, MD-20877	10,800	January-December Monday-Friday, between 8:00am- 12:00pm
3	Department Public Works	800 Rabbitt Road, Gaithersburg, MD-20878	6,500	January-December Monday-Friday, after 5:00pm
4	B&O Train Station	5 S. Summit Avenue, Gaithersburg, MD-20877	400	January-December Monday-Friday, after 8:00pm
6	B&O Train Museum	9 S. Summit Avenue, Gaithersburg, MD-20877	400	January-December Monday-Friday, after 8:00pm
7	Rolling Stock Caboose and Budd car	9 S. Summit Avenue, Gaithersburg, MD -20877	1,100	January-December Monday-Friday, after 6:00pm
8	Casey Community Center	810 S. Frederick Avenue, Gaithersburg, MD-20877	15,150	January-December Sunday : 8am – 12noon Monday : 7am -2:30pm and 4:30pm – 9pm Tuesday – Friday: 7:30am – 3:00pm and 4:30pm – 9:00pm. Saturday: 7:30am – 3:00pm and 5:30pm -10:00pm City may request additional 4 hours or less per week cleaning hours on as needed basis at regular hourly cost.
9	Comfort Station and Pavilions at Bohrer Park and City Hall	City Hall-31 S. Summit Ave, Gaithersburg, MD-20877 Bohrer Park-506 S. Frederick Avenue, Gaithersburg, MD-20877	600 600	Memorial Day weekend to Labor Day weekend. Between 6:00am-10:00am
10	Gaithersburg Aquatic Center	2 Teachers way, Gaithersburg, MD-20877	4,500	Sunday, Wednesday and Friday: after 9:00pm
11	Activity center at Bohrer Park	506 S. Frederick Avenue, Gaithersburg, MD-20877	40,000	Monday-Saturday: 7:00am-3:30pm with ½ hours Lunch and 4:30pm-10:00pm. Sunday: 8:00am-4:30pm with ½ hour Lunch.
12	Gaithersburg Arts Bran	311 Kent square Road, Gaithersburg, MD-20877	9,300	Monday, Friday, Saturday: between 7:00am-11:00am
13	Water Park at Bohrer Park	512 S. Frederick Avenue, Gaithersburg, MD-20877	5,500	The contractor shall provide nightly cleaning service seven days per week (including holidays) beginning the Friday night of the Memorial Day weekend, and ending with Labor Day (approximately 100 days). Work can commence after the public has vacated the premises. This varies each day, but will generally be after 8:30 PM. Monday-Sunday: after 8:30pm
14	Skate Park at Bohrer Park	510 S. Frederick Avenue, Gaithersburg, MD-20877	700	Monday-Saturday: after 6:00pm
15	Olde Towne Youth Center	301 Teachers way, Gaithersburg, MD-20877	7,000	Monday-Friday: after 8:00pm
16	Robertson Park Youth Center	801 Rabbitt Road, Gaithersburg, MD-20878	6,300	Monday-Friday: after 8:00pm
17	Olde Towne Parking Garage	112 Olde Towne Avenue, Gaithersburg, MD-20877	212,000	Monday-Saturday: 6:00am-6:00pm Sunday 6:00am-10:00am
16	Community Services office at Wells Robertson House	1 Wells Avenue, Gaithersburg, MD-20878	650	Monday-Friday: between 8:00am and 10:00am

**Gaithersburg Facilities Fixture Count**

<b>Number</b>	<b>Facility Name</b>	<b>Sinks</b>	<b>Toilet/Urinal</b>	<b>Tissue Paper Dispenser</b>	<b>Paper Towel Dispenser</b>	<b>Soap Dispenser</b>	<b>Hand Dryer</b>	<b>Water Cooler</b>
1	City Hall	14	9	8	14	9	0	4
2	Police Station	7	4	4	5	4	0	0
3	Department Public Works	9	11	7	5	6	0	0
4	B&O Train Station	2	2	2	2	2	0	1
5	Rolling Stock Caboose and Budd car	0	0	0	2	2	0	0
6	B&O Train Museum	0	0	0	1	1	0	0
7	Casey Community Center	10	9	9	9	8	0	2
8	Comfort Station and Pavilions at Bohrer Park and City Hall	4	4	4	4	4	0	0
9	Gaithersburg Aquatic Center	7	6	6	4	6	8	1
10	Activity center at Bohrer Park	18	22	18	11	14	0	4
11	Gaithersburg Arts Bran	10	8	8	9	9	0	0
12	Water Park at Bohrer Park	11	11	11	4	9	10	4
13	Skate Park at Bohrer Park	1	0	0	1	1	0	1
13	Olde Towne Youth Center	4	2	3	1	4	3	1
14	Robertson Park Youth Center	10	10	7	4	5	4	2
15	Olde Towne Parking Garage	1	0	0	1	1	0	0
16	Community Services office at Wells Robertson House	2	1	2	2	2	0	0

**INVITATION TO BID**  
**No. 2014-006**  
**CITYWIDE CUSTODIAL CLEANING SERVICES**

**EXHIBIT B**  
**SAMPLE CONTRACT**

## SERVICES CONTRACT

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between <CONTRACTOR'S NAME>, a <STATE OF FORMATION AND BUSINESS TYPE> licensed to do business in the State of Maryland, <CONTRACTOR'S ADDRESS> ("Contractor"), and the **City of Gaithersburg, Maryland**, a municipal corporation of the State of Maryland, 31 South Summit Avenue, Gaithersburg, Maryland 20877 ("City"), both of which are hereinafter referred to jointly as the ("Parties") and sometimes individually as the ("Party").

### **RECITALS**

WHEREAS, the City requires the availability and services of a contractor to provide the equipment, labor and materials for citywide custodial cleaning services to be performed at various City-owned facilities ("Services"); and

WHEREAS, the City issued Invitation for Bid 2014-006 to solicit bid proposals for the Services ("Solicitation"); and

WHEREAS, the Contractor submitted a bid proposal in response to the Solicitation, which the City deems to be the lowest responsible and responsive bid proposal received ("Bid Proposal"); and

WHEREAS, on <DATE>, the Mayor and City Council of the City adopted Resolution R-<NUMBER>, which authorizes the City Manager to negotiate and enter into a contract with the Contractor for the Services; and

WHEREAS, the City wishes to hire the Contractor, and the Contractor wishes to be hired by the City, to provide the Services.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual benefits and promises herein made, the Contractor agrees to provide the enumerated Services on the terms as more fully described throughout this Contract, as follows:

#### **1. SCOPE OF SERVICES**

The Contractor hereby acknowledges and agrees to provide the Services in accordance and in compliance with all of the requirements, specifications, and terms and conditions contained in the Solicitation, which is incorporated herein by reference.

#### **2. COMPENSATION AND PAYMENTS**

a. For the Contractor's availability and Services under and pursuant to this Contract, the City shall pay the Contractor compensation at the fixed unit prices described in the Bid Proposal Price Sheet, which is incorporated herein and attached hereto as Exhibit A, in accordance with the Solicitation and subject to the following:

i. Total compensation under this Contract shall not exceed <WRITTEN AMOUNT OF THE CONTRACT> (\$<NUMERICAL AMOUNT OF THE CONTRACT>).

ii. Compensation shall be paid: monthly for each facility in which the Contractor rendered the Services in the immediately preceding month; and following the receipt of a proper invoice for same.

