

977 national hwy

lavale, maryland 21504-3343

for emergencies:
phone 911

for business:
phone 301-729-4458
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REQUEST FOR PROPOSAL (RFP)

JANITORIAL SERVICES 2018

Issue Date: January 11, 2018
Closing Date: February 23, 2018 at 12:00pm
Contact Person: Gerald Broadwater, Building & Grounds Chairperson
301-729-4458 or buildinggrounds.committee@lavalerescue.org

1.0 INTRODUCTION

The purpose of this Request for Proposal (RFP) by the LaVale Volunteer Rescue Squad (LVRS) is to solicit sealed proposals from qualified contractors to provide janitorial services for our facility located at 977 National Hwy.

Services shall include all operations in connection with janitorial services. Services shall include furnishing all labor, materials, cleaning supplies, equipment, tools, and transportation necessary to perform the work, except as specified in the Scope of Work. LVRS will provide disposable paper products such as paper towels and toilet tissue, hand sanitizer and liquid soap, and trash bags. The LVRS reserves the right to add or delete areas as required by notifying contractor and negotiating a change order for contract pricing.

2.0 SCOPE OF WORK

See Attachment 1 for a detailed Scope of Work listing. The proposal should include an additional man-hour rate for cleaning tasks not covered by the specifications and requested by the LVRS on an as needed basis. The approximate square footage of the facility is 5,200.

It is the responsibility of the contractor or, by careful personal examination of the facility, to satisfy themselves as to the location of the work, worksite conditions, and the quality and quantity of the materials which will be required. The contractor shall examine carefully the proposed Contract Documents and all other documents and data pertaining to the Project. Failure to do so shall not relieve a successful offeror of his obligation to perform as per the provisions of the contract. The contractor shall not at any time after the execution of the contract, make any claims whatsoever alleging insufficient data or incorrectly assumed conditions, nor shall he claim any misunderstanding with regard to the nature, conditions or character of the work to be done under the Contract.

3.0 PROPOSAL REQUIREMENTS

The proposal shall provide information necessary for LVRS to evaluate the qualifications, experience, and expertise of the proposing firm to provide janitorial services.

The Offeror shall complete and return Attachment 2 selecting any options in the pricing section for which they are offering.

1. Option A - Vendor Supplied Cleaning Supplies

Any vendor willing to supply their own cleaning supplies shall select Option A. Total monthly cost shall be considered payment in full for all labor, materials and supplies required to perform the services as outlined in the Scope of Work.

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2. Option B - LVRS Supplied Cleaning Supplies

Any vendor wishing the LVRS to supply cleaning supplies shall select Option B. The total monthly cost shall be computed as the vendor's monthly labor cost plus estimated cost of supplies which must be procured by the LVRS. The LVRS reserves the right to renegotiate the monthly labor rate if the monthly cost of supplies were misrepresented or costs of supplies change significantly.

Offerors selecting Option B are encouraged to perform due diligence in ensuring costs listed are accurate. Significant and or intentional misrepresentation of costs shall be cause for immediate termination of the contract.

The Offeror is to make a written proposal which presents an understanding of the work to be performed. The proposal should demonstrate and provide evidence that the Offeror has the capabilities, professional expertise, and experience to provide the necessary services as described in this RFP. The Offeror shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation upon request by the LVRS. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Proposals shall be signed by an authorized representative of the Offeror.

4.0 INSURANCE REQUIREMENTS

The bidder/offeror certifies that if awarded the contract, it will have insurance coverages appropriate to the Scope of Work and provide workers' compensation insurance in accordance with applicable local, state, and federal laws. The bidder/offeror further certifies that he contractor will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to provide coverage in Maryland.

5.0 INSTRUCTIONS TO OFFERORS

All proposals shall clearly indicate the legal name, address and telephone number of the Offeror (company, firm, partnership, or individual). All expenses for making proposal to the LVRS shall be borne by the Offeror. Proposals may be submitted in one of the following manners:

1. Mailed in an opaque, sealed envelope or box and clearly marked: "Sealed Proposal: Janitorial Services 2018" to LaVale Volunteer Rescue Squad Inc, ATTN: Building & Grounds Chairperson, 977 National Hwy, LaVale MD 21502.
2. Dropped off in an opaque, sealed envelope or box and clearly marked: "Sealed Proposal: Janitorial Services 2018"
3. E-mailed to buildinggrounds.committee@lavalerescue.org with the subject line clearly marked: "Sealed Proposal: Janitorial Services 2018"

Proposal documents must include Attachment 2 and shall be received no later than February 23, 2018 at 12:00pm local time.

6.0 QUESTIONS

Questions related to the RFP or requests for clarification may be directed to the Building & Grounds Chairperson, by email (buildinggrounds.committee@lavalerescue.org).

7.0 AWARD OF CONTRACT

Selection shall be made by review of all proposals received, the ability of each Offeror to provide services, experience and past performance, and cost. The LVRS reserves the right to extend the open bid period if determined that no acceptable bids are received in the allotted time.

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8.0 CONTRACT TERM

The subsequent contract will be a firm-fixed price contract for an initial one (1) year term with the anticipated contract start date of March 1, 2018. The fee(s) will remain firm through the initial contract term and will include all charges that may be incurred in fulfilling the requirements of this initial contract. The LVRS shall have the option to renew the contract for four (4) additional one (1) year terms or conversion to a month-by-month basis. Changes in cost for subsequent renewals will be based on mutual agreement between both parties. For any pricing increases the contractor will need to provide written justification and documentation to support such request.

9.0 PAYMENT TERMS

Invoices shall be submitted monthly for all services performed in that billing cycle. Nonrecurring work must be listed as a separate line item on the normal monthly billing invoice.

Term of invoice shall be Net 30 days. Invoices shall be free of all state and local tax. Adjustments to the contractor's monthly bill may be made if the scope of work is substantially changed. Pricing for these adjustments shall be based on square footage and negotiated with contractor and subject to approval by the LVRS.

10.0 SPECIAL TERMS

10.1 Storage Space and GHS Sheets

The LVRS will assign a limited amount of space available in the building for the storage of the contractor's supplies and equipment. Contractor shall keep this space in a neat and orderly condition. The LVRS will not be responsible in any way for damage or loss of the contractor's stored supplies or equipment or the contractor's employees' personal belongings brought into the building.

Contractor shall maintain up-to-date Material Safety Data Sheets (MSDS/GHS-Global Harmonizing System) for all chemicals used during the duration of the contract. A copy of all MSDS/GHS sheets must be kept on-site. Contractor's employees shall have the OSHA required training on these sheets. MSDS/GHS sheets shall be updated regularly. No hazardous material shall be brought on site without prior approval by the LVRS.

10.2 Rescheduling of Work Due to Holidays or Special Circumstances

At the mutual convenience and agreement of both the contractor and the LVRS, the routine work schedule may be adjusted to allow for observance of holidays or other special circumstances. If a scheduled work day falls on a Legal Holiday, work should be performed the immediately preceding or following working day.

10.3 Keys Fobs

The LVRS shall provide the contractor with one (1) key fob for accessing the cleaning areas. The contractor shall not reproduce any key fob to LVRS facilities. The contractor is responsible for obtaining any key fob provided to employees who terminate employment with contractor. Additional key fobs may be issued as needed. The contractor shall account for, and keep safe, all key fobs. The contractor shall return all extra or unused key fobs. The contractor shall be financially responsible for any damage and loss due to misappropriation or loss of key fobs. In those cases, the contractor may also be responsible for, but not limited to, all costs incurred, including re-keying or re-programming of all locks, re-configuring electronic access systems, and reissuing new key fobs. Any loss of key fobs must be reported to the LVRS immediately. The contractor may be held responsible for any loss incurred by LVRS arising from lost and/or stolen key fobs assigned to contractor.

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10.4 Penalties

With the exception of item number three below, the contractor may incur a flat rate penalty fee of \$100.00 to be deducted from subsequent contract monthly billing for any of the following incidents:

1. Repeated failure to perform contract, neglect, or oversight, any of which occurs more than twice over a three-month period.
2. Delay of more than five working days in completing weekly services per LVRS approved work schedules. Flat rate fee will accrue for every day beyond the five working day grace period.
3. The contractor shall be responsible for any lost key fob. A charge of twenty-five dollars (\$25.00) will be made for each lost key fob.

10.5 Schedule of Work

The contractor shall submit for approval a schedule for the performance of the work and shall coordinate such with the LVRS designated contact. Contact information will be provided to the successful contractor upon award of contract. Any change to the designed contact will be provided in writing, along with new contact information, to the contractor.

10.6 Personnel

The contractor shall provide, prior to commencement of the contract, a complete list of all employees assigned to perform the contract work. All of the contractor's employees shall be bonded and shall carry proper visible identification on their person at all times. Contractor shall notify the LVRS representative immediately in writing of all changes in contract personnel by submitted the name of employee and effective day of employment or termination. The LVRS reserves the right to refuse access to any employee at the sole discretion of the LVRS. The LVRS is not required to provide reasons or justification for such decision to the contractor or employee.

Contractor's employees shall not be accompanied in their work area by acquaintances, family members or any other person unless said person is an authorized employee of the contractor.

10.7 Confidentiality Agreement

Contractors shall provide after award a copy of the Confidentiality & Non-Disclosure Agreement for each employee that will be assigned to this contract. Contractors shall be bound by applicable state and federal laws, including HIPAA.

10.8 Sign In Sheets

The contractor will be required to provide a notebook or a clip board for employees to sign in the time they arrive, the time they leave, and services performed for each date services are provided. The notebook or clip board shall be kept and maintained at the LVRS and accessible for review by appropriate personnel.

11.0 **CONDITIONS OF BIDDING**

11.1 Eligibility

Any company, firm, partnership, or individual legally eligible to work in the United States is eligible to bid on this contract.

11.2 Indemnification

Contractor agrees to indemnify, defend and hold harmless the LVRS, its officers, agents, volunteers, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any

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services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sold negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

11.3 Liability and Litigation

The LVRS shall not indemnify or hold harmless any contractor or other third party. The LVRS does not waive any right or release any party from liability, whether on its own behalf of any boards, employees or agents. The LVRS does not waive the right to trial by jury for any cause of action arising from the contract and shall not submit any contract claim to binding arbitration or mediation. The LVRS shall not be liable to contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonable foreseeable. Any provision(s) in the contract contrary to these statements is/are hereby deleted and rendered void.

11.4 Conflict of Interest

Contractor certifies by signing their bid/proposal submission to the LVRS, that no conflict of interest or collusion exists between the Contractor and the LVRS that interferes with fair competition and no conflict of interest or collusion exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the LVRS.

11.5 Discrimination Prohibited

In the solicitation or awarding of a contract the LVRS shall not discriminate against a bidder/offeror because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state or federal law relating to discrimination in employment.

11.6 Errors in Bids/Proposals

When an error is made in extending total prices, the unit price will govern. Bidders/Offerors are cautioned to recheck their bids/proposals for possible errors prior to submission.

11.7 Taxes

Sales to the LVRS are normally exempt from State sales tax. The LVRS may also be exempt from other taxes and fees. A Maryland Sales and Use Tax Certificate of Exemption will be issued upon request.

12.0 **CONTRACT PROVISIONS**

12.1 Anti-Discrimination

By submitting their bids/proposals, bidders/offerors certify to the LVRS that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Americans With Disabilities Act, and any other applicable local, state, or federal anti-discrimination laws.

12.2 Applicable Laws and Courts

This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Maryland, excluding its conflict of laws provisions, and venue for litigation with any respect thereto shall be proper only in the Circuit Court of Allegany County, Maryland. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

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12.3 Changes to the Contract

The parties by mutual agreement in writing, to modify the terms, conditions or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

12.4 Cooperative Procurement

Except as otherwise prohibited, the LVRS is eligible to utilize agreements, contracts, and other instruments available as blanket contracts of the State of Maryland, The Cooperative Purchasing Network (TCPN), and the National Joint Powers Alliance (NJPA). The LVRS is not required nor bound to utilize any contract provided or offered to the aforementioned entities.

12.5 Safety and OSHA Standards

All parties performing services of the LVRS shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

12.6 Termination

Subject to the provisions below, the contract may be terminated by the LVRS upon thirty (30) days advance written notice to the other part. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and perform on all outstanding orders issued prior to the effective date of cancellation.

1. Termination for Convenience.

In the event that the contract is terminated upon request and for the convenience of the LVRS, without the required thirty (30) days advance notice, then the LVRS shall be responsible for payment of services up to the termination date.

2. Termination for Cause.

Termination by the LVRS for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

12.7 Severability

If any term or other provision of this Contract is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, provisions and conditions of this Contract shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Contract so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated by the Contract are fulfilled to the extent possible.

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12.7 Workplace Policies

During the performance of this contract, the contractor agrees that all employees assigned to the LVRS facility shall be made aware of the following:

1. The LVRS is a Drug-Free Workplace. Unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited on any property owned or operated by the LVRS.
2. The LVRS is a Tobacco-Free Workplace. Use of tobacco products, including electronic cigarettes, is not permitted to be used on any property owned or operated by the LVRS.
3. The LVRS is an Alcohol-Free Workplace. Alcohol consumption is not permitted on any property owned or operated by the LVRS.

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ATTACHMENT 1. SCOPE OF WORK

Area / Item	Work Description	Frequency
All Areas		
All furniture	Dust, damp wipe as needed	Weekly
Tile Floor	Sweep and damp mop	Weekly
Tile Floor	Remove scuff marks	Monthly
Low horizontal surfaces	Dust	Weekly
High horizontal surfaces	Dust	Bi-weekly
Glass doors and windows	Clean glass	Bi-weekly
Doors, walls, etc.	Spot clean	Weekly
Remove cobwebs	Dust	Weekly
Carpeted floors and Carpets	Vacuum	Weekly
Trash Cans	Empty	Weekly
Venetian blinds / Window Sills	Dust	Weekly
Drinking fountains	Clean and sanitize	Weekly
Exterior glass surfaces, 1 st floor	Clean glass	Monthly
Kitchen	In addition to All Areas	
Counters and table	Clean and sanitize	Weekly
Refrigerator	Damp wipe inside / outside	Weekly
Microwave	Damp wipe inside / outside	Weekly
Stove / Oven	Dame wipe outside	Weekly
Sink	Clean, sanitize and polish	Weekly
Restrooms	In addition to All Areas	
Sinks, commodes and fixtures	Clean, sanitize and polish	Weekly
Mirrors	Clean	Weekly
Dispensers (including toilet tissue)	Refill as needed	Weekly
Showers	Clean, sanitize and polish	Weekly

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ATTACHMENT 2. OFFEROR SUMMARY INFORMATION

THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH PROPOSAL SUBMISSION

VENDOR INFORMATION

Name of Vendor: _____ Telephone Number: _____

Address: _____

Contact Name: _____ Telephone Number: _____

**PRICING INFORMATION
(SELECT PRICING MODEL(S) AND COMPLETE BELOW)**

_____ OPTION A - VENDOR SUPPLIED CLEANING SUPPLIES

Total Monthly Cost: _____

_____ OPTION B - LVRS SUPPLIED CLEANING SUPPLIES

Monthly Labor Cost: _____

Monthly Supplies / Materials Cost (estimated based on retail pricing): _____

Total Monthly Cost: _____

Additional Hourly Rate for Special Projects / Requests: _____

By signing this bid, I certify, acknowledge, understand, and agree to be bound by the conditions set forth in this RFP.

Vendor's Legally Authorized Signature

Date

Print Name

Title