



REQUEST FOR PROPOSAL
FOR
JANITORIAL SERVICES
(Main Campus & Columbus Center Locations)

RFP NUMBER: BC-21175-E
ISSUED: FEBRUARY 13, 2020

Procurement/Issuing Office:

Department of Procurement & Strategic Sourcing
University of Maryland, Baltimore County
Administration Building, 7th Floor
1000 Hilltop Circle
Baltimore, MD 21250

Contract Management:

Facilities Management
University of Maryland, Baltimore County
1000 Hilltop Circle
Baltimore, MD 21250

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>SECTION</u>
Solicitation Schedule	
Scope of Services	I
Technical Proposal	II
Evaluation Process	III
General Information	IV
Technical Proposal Forms	
• Acknowledgement of Receipt of Addenda Form	
• Bid/Proposal Affidavit	
• MBE Utilization and Fair Solicitation Affidavit	
<u>Attachments</u>	
• A - Cleanable Space Profiles	
• B - Audit Process and Fee at Risk	
• C - Sample Reports and Scoring Key	
• D – Summary of Cleanable Spaces	
• E – Environmental Compliance	

SOLICITATION SCHEDULE

Issue Date Thursday, 2/13/2020

Pre-Proposal Conference & Site Visit Date Tuesday, 2/25/2020 at 10:00 a.m.

Pre-Proposal Conference Location Facilities Management, Room FM 101
University of Maryland, Baltimore County
1000 Hilltop Circle
Baltimore, MD 21250
<https://about.umbc.edu/visitors-guide/campus-map/>

Deadline for questions for Initial Technical Proposal Monday, 3/2/2020 on or before 4:30 pm.

Initial Technical Proposal Due Date Wednesday, 3/11/2020 **at or before 11:59 pm.**

Submit Initial Technical Proposal to UMBC Box: Proposa.mlajypwl2cs40f0n@u.box.com

Interview Sessions for Shortlisted Firms Anticipated 4/20/2020

Price Proposal Due Date Monday, April 27, 2020 at or before 11:59 pm

Submit Price Proposal to UMBC Box: Price_P.4smj4orzdbaeie56@u.box.com

SECTION I

SCOPE OF SERVICES

1.1 Introduction

The University of Maryland, Baltimore County is requesting proposals from firms to provide janitorial services. Services shall be provided under a Firm Fixed Price (FFP) contract at the main campus, as well as the Columbus Center location.

1.2 Background

Established in 1966, the University of Maryland, Baltimore County (UMBC) is one of twelve institutions that along with two regional centers constitute the University System of Maryland. UMBC is located on 482 acres with 4.2 million gross square feet and only 15 minutes from Baltimore's Inner Harbor and 30 minutes from Washington, D.C. and five minutes from BWI Airport.

UMBC combines the emphasis on teaching found at the best liberal arts colleges with the innovation of a research university. UMBC's students take full advantage of the educational, business, cultural, and recreational resources of Baltimore and Washington, D.C. At UMBC, students work alongside faculty who are leaders in their fields; think about the hard questions of society, science, and creative expression; and then move beyond the classroom to make a difference.

UMBC is increasingly recognized as a major resource for building the State's economy and addressing its social concerns. More than 70% of UMBC's 53,600 active alumni live and work in Maryland, contributing significantly to the State's economic and social vitality. In Fall 2018, UMBC had 13,767 enrolled students of which 50% are minority enrollments from nearly all 50 states and more than 80 nations, creating a richly diverse student body.

UMBC continues to be recognized for its academic program, innovation, value and campus environment including the following recent rankings:

- The 2018 U.S. News & World Report guide ranked UMBC: (a) the 7th Most Innovative university in the nation, (b) #13 top national university for Strong Commitment to Undergraduate Teaching, and (c) one of the nation's top universities overall on the Best National Universities' list.
- Princeton Review named UMBC one of the nation's top universities in its 2018 guide and featured UMBC in 2017 as one of the "Colleges that Pay You Back."
- UMBC was designated a "Minority Serving" institution for the U.S. Department of Education in February 2017.
- UMBC was named one of the nation's top academic workplaces for the 8th consecutive year by the Chronicle of Higher Education.

- For the eighth consecutive year, *Kiplinger's Personal Finance* has named UMBC a Best Value College, featuring UMBC on both its “top 100” public universities list and “top 300” national list. UMBC is one of just three universities in the State of Maryland to be featured for 2017.
- Both *Forbes* and *Money* magazines again recognized UMBC as one of the top value universities nationwide, providing one of the best investments that students and their families can make in higher education in 2017. *Fiske Guide to Colleges* also recognized UMBC for top academics and supportive community in its 2017 guide.
- UMBC is featured among *Business First's* top 75 public colleges and universities in the US, jumping up 10 spots from the 2016 rankings.
- *Times Higher Education* ranked UMBC in the top 5% of global universities in the 2016-17 academic year and as one of the world's top young universities for the 5th year.

UMBC's research expenditures totaled \$78.5M for fiscal year 2017. UMBC is ranked among the Top 20 U.S. universities in NASA funding and is classified by the Carnegie Foundation as a Doctoral University – Higher Research Activity.

1.3 Scope of Services

This document provides the minimum specifications and requirements to be met by the janitorial services firm that is awarded the contract. By this reference, the University expressly reserves the right to amend, modify, and reissue orders, directives, and other instructions pertaining to the responsibilities of the janitorial staff and other terms of the contract as necessary to meet the overall objectives of the contract.

Services shall be provided by a well-established janitorial services firm with extensive experience performing janitorial work in a higher education environment. The firm shall have a significant pool of employees on staff to ensure appropriate staffing of the contract, as well as the financial capability to support a large payroll.

The selected Contractor shall provide all labor, materials, transportation, equipment, supervision, communication devices, and other necessary items to perform complete janitorial services. Contractor shall furnish and utilize chemicals, agents, and coatings that are of “Green Seal” formulation. The selected Contractor shall be responsible for proper storage, use, and disposal of such inventory as provided in University policy and by Federal, State, and local regulatory agencies. The Environmental Compliance Statement, provided in Attachment E, specifies protocols for all inventory management to be exercised by the Contractor. The selected Contractor shall also be responsible for total compliance with the University Health and Safety regulations as these regulations pertain to disposal of spent solutions and slurry associated with floor coating removal and replacement.

The contract shall be awarded for an initial contract period of three (3) years, with two (2) additional three-year renewal terms at UMBC’s sole discretion. The University anticipates awarding this contract at the Board of Regent’s meeting in June. The contract term will begin on July 1, 2020, with the transition of services will be expected to occur during the months of July and August, with full contract transition by September 1, 2020.

The successful firm will be responsible for the following portfolio of buildings and cleanable square footage at the main campus and the Columbus Center, which is located at the Inner Harbor, Baltimore.

Campus Building Type	Number of Buildings	Routine Cleanable Square Footage	Vacancy Cleanable Square Footage
<i>Academic</i>	15	1,355,278.34	n/a
<i>Administrative</i>	7	102,014.93	n/a
<i>Athletic/Recreation</i>	4	228,655.03	n/a
<i>Residential Life</i>	10	232,815.21	437,198.59
Total	36	2,021,688.44	2,458,887.03

It should be noted that a total of seven (7) unique quality prescribed minimum standards apply to this portfolio of buildings

1.4 Contract Transition Period

The University has structured this contract to allow for an overlap of services with the current contract to ensure that there is not a lapse of coverage. During this time period, the selected Contractor is expected to perform all necessary activities for a successful transition, including attending weekly update meetings with the University’s Contract Administrator.

1.5 Firm Fixed Price Requirements, Unit Price Requirements, and Summer Conferences

Work will be perform under Firm Fixed Price requirements and Unit Priced requirements. The work pertaining to each category is provided below.

Firm Fixed Price (FFP) Requirements

Unless specifically stated otherwise, all general janitorial services are included under the FFP provisions of the contract. General janitorial services work shall consist of, but not be limited to, cleaning all the following spaces: halls, corridors, lobbies, landings, office space, conference rooms, work areas, break areas, study rooms, entrance ways, storage areas, elevators, stairways, restrooms, handicap ramps, recreation rooms, locker rooms, classrooms, function and conference spaces, athletic rooms, designated exterior walk, parking structures, campus exterior waste collection containers, general waste, recycled waste, and non-hazardous laboratory waste of all facilities. The cleaning to be performed in the designated exterior walk areas shall include the

collection and removal of all loose litter from grass, plant beds, and dedicated walk areas. See Attachment A for additional specifics regarding these spaces.

The selected Contractor is responsible for cleaning all surface assets included in the ceiling, wall, flooring, and furnishing systems of the campus. A limitation of 12 feet height from the floor/ground will be prescribed. Any additional cleaning above this height may be approved by the University as additional work beyond the FFP requirements. The University shall consider such aspects as the ability to safely execute the work, experience in cleaning above the prescribed height, and the associated cost of the work.

The selected Contractor shall instruct all staff to daily report any issues of maintenance that require repair. The necessary maintenance work is to be reported via the University's electronic work order system (internal system). Any urgent issues that may have an immediate impact on health, safety, or asset preservation should be called in to the physical plant response desk. Additionally, the selected Contractor shall report on a daily basis any furnishings or inventory that is positioned for disposal, or abandoned in corridors or other public spaces. Reporting these items will allow for proper disposal and removal in adherence to University and State of Maryland Asset disposal policy, which will allow for fewer physical barriers associated with access to areas to be cleaned and serviced by the Contractor.

Conference set-up activity support is not required during major campus-wide events such as commencement, semester orientation, and homecoming. However, it is critical that the janitorial services that are provided before and after these events is extremely high in quality.

The University's current recycling program requires janitorial staff to collect paper, plastic, cardboard, and aluminum from designated waste collection containers throughout the workplace and transport to the designated waste stream dumpster located at the central plant parking lot. This transport shall be performed using Contractor's vehicles and dedicated transport staffing.

Unit Priced Requirements

Unit Priced hourly rate services shall include special cleaning services, main campus special events, and emergency response services.

The University currently does not require the Contractor to participate in main campus event set-ups or breakdowns. However, post event cleaning is required. These services have historically been provided using resources normally allocated under the FFP portion of the contract at no additional cost to the University. If a proposing firm believes that this diversion of resources will preclude satisfactory attainment of cleaning standards, the proposing firm should clearly note this concern in their technical submittal and provide an alternative methodology of supporting these functions and indicate any additional cost models.

Emergency Response Services include a scaled response to abnormal or emergency conditions, such as flooding, storm damage, etc. The selected Contractor shall provide skilled licensed personnel and on-site equipment to handle flood, fire, and mold responses up to 100,000 square feet of impacted space without drawing from external response sources. Costs for these services will be billed as unit priced rate services.

The billable rate for unit priced services is the all-inclusive hourly rate reflective of all direct and indirect expense components. The billable rate will prevail in all “tag” work and for services that are not covered as routine or annual services provided in the firm fixed price requirements section. The billable rate shall apply to work performed in all campus buildings regardless of the area of the University that requests the work to be performed. Billable rate adjustments for annual extensions are to be validated and presented to the University sixty (60) days prior to annual contract expirations.

Summer Work in Housing Facilities

The work to be performed during the summer in the housing facilities is outside of the firm, fixed fee requirements. The Summer School and Summer Conference period starts one week following the end of the Spring Semester and runs until the week prior to Fall Semester. A tentative schedule of bed occupancy will be provided to the selected Contractor in early March each year. Each spring, it is the responsibility of the Contractor to make all efforts to communicate with the on-campus Conference Coordinator to meet the required service demand. For example, the Summer Student Housing may consume one complete apartment complex. The Summer Conference schedule may consume up to approximately 50% of all campus housing in June, approximately 90% of all available housing space in July, and approximately 75% of all housing space in August. Summer School resident population has historically been approximately 500 individuals. However, it should be noted that these amounts are estimates and may vary throughout the term of the contract. Based on historic labor requirements and volume of resident building use during the summer, prior to Fall occupancy, the University will coordinate with the selected Contractor to add any additional temporary resources required to meet timing and quality work performed during the summer periodic use. This work shall be performed under the unit priced services rate.

The work to be performed during the Summer Conference includes the following: room turnovers (coinciding with occupancy schedules); daily cleaning of public restroom facilities; occasional weekend work, such as Saturday clean up and turnover; daily general building clean-up of public circulation in buildings supporting student occupancy; and the same specified floor care that is provided during the school year.

1.6 Performance Standards

The University has, in conjunction with the University’s consultant, Premier Facility Solutions,

developed performance standards and objectives for the services required. Except where otherwise indicated, the University intends to specify desired result-outcomes and leave the requirement and deployment of staffing, equipment, materials, and method to the selected Contractor.

Prescriptive Standards include the following minimum quality outcomes, which apply to a “building type”, “specific building”, or “specific area type” across locations. The selected Contractor will be held responsible for these prescribed outcomes regardless of season, day, or time of review. UMBC requires that all campus communities be entitled to the same quality of environment at the end of the day as at the beginning, as well as from the first day of the semester through the last. Adherence to all minimum service standards is expected from the Contractor by the assignment of staff 24/7/365.

The following current prescribed quality outcomes will be in effect on the first day of the contract:

Environment	Minimum Quality Standard	Value Represented
Restroom (campus-wide)	>85.00%	Mid APPA Level II
Academic Buildings	>84.00%	Mid APPA Level II
Administrative Buildings	>83.00%	Low APPA Level II
Athletic/Recreation Buildings	>84.00%	Mid APPA Level II
Resident Life Buildings	>87.00%	High APPA Level II
The Commons	>87.00%	High APPA Level II
Parking Structures	>83.00%	Low APPA Level II

Campus-wide Restrooms (lavatories) are to be maintained at a Mid APPA LEVEL II appearance (>85.00%). The Restroom Area Type score needs to pass, otherwise the building will record Failure Status.

All Resident Life Campus Housing Public Area Restrooms are to be serviced at a minimum Level of 87% and all other Area Types in Housing to Average at sites are to be serviced at a High APPA LEVEL II (>87.00 %)

All Academic – Athletic Recreation and Leisure sites are to be serviced at a mid APPA Level II (84% +) with restrooms at a high APPA LEVEL II appearance (84% +)

All Administrative sites are to be serviced at a low APPA LEVEL II appearance (>83.00%).

All restrooms shall meet a minimum quality level of 85.00% in order for the building to meet levels for fee award distribution. Restrooms are stand-alone area types and will not figure into

the overall building score averages.

These quality levels will be monitored and numerically scored at random three (3) times per year by an independent auditor, Premier Facility Solutions, using the criteria outlined in Attachment B. Both the University and the selected Contractor will share equally in the cost of these audits. An orientation audit will be performed within the first fifteen days of the contract to be used as a base benchmarking tool. Penalties will not be applied to the orientation audit. The first performance audit will be scheduled in the following two (2) weeks to set the baseline for cleaning. A copy of the performance audit process and format is provided in Attachment C. The independent auditor will serve as a neutral advocate for both parties. The focus for the audit is on quality improvement and best practices for efficient and effective service delivery. The “not to exceed” cost of all three audits invoiced to both parties during the first year of the contract term will be twelve thousand dollars (\$12,000). This amount will be reviewed annually to provide a CPI adjustment.

The three “scheduled” reviews by Premier Facility Solutions will not be the only reviews that will be utilized for fee distribution. Premier Facility Solutions will conduct random unannounced reviews throughout the contract term. Neither the University nor the selected Contractor shall be charged for the unscheduled reviews. Written reviews documentation, along with photographic evidence, will be forwarded to the University and the Contractor immediately following such reviews. The review content will be held on file by the independent auditor and used as part of the next “scheduled” review, with an adjustment of the scores earned for that period. Random reviews will identify exceptional as well as neglectful appearance including, but not limited to, environmental compliance issues and conditions within the realm of responsibility of the Contractor.

1.7 Staffing and Shifts

The selected Contractor is expected to utilize methods and techniques that are most productive in attaining the minimum standards of quality service delivery. However, all work is to be performed at times that are non-disruptive to students, faculty, staff, and visitors. The Contractor shall follow standard University building occupant notifications in the event that the work in any way becomes disruptive to travel routes, imposes unfamiliar odors, or emits noise above the normal background levels of the building.

Housing Facilities are to be serviced between the hours of 6:30 a.m. and 5:00 p.m., seven (7) days per week. All Academic, Research, Administrative, and Athletic/Recreation/Leisure Buildings shall be serviced during peak and off-peak hours, with consideration for Daylight Porter Services required to maintain acceptable quality levels throughout the day of building use.

Currently, all Administrative and Academic buildings are serviced five (5) days per week, while

Athletic/Recreation sites require seven (7) day services. These service demands may vary throughout the contract term based on campus site utilization.

Daylight Staffing is required in all Housing Resident Life buildings. Daylight Staffing, as well as PM Staffing, is required in Athletic/Recreation Buildings, seven (7) days per week. Daylight Staffing is also required in all Restricted Laboratory and Restricted Office environments. Additionally, any laboratory that is a secured area due to nature of research or student projects shall be offered a complete annual detail cleaning at no additional charge to the University. This applies to all current secured laboratories, as well as any that become secured during the contract. Housing Public Style restrooms and Public Circulation and Waste Disposal areas are to be serviced daily, seven (7) days per week.

The University Commons building is unique to the general campus format. Quality levels are stated at the highest campus levels. Seven (7) days of coverage are required on multiple shift deployments.

All Contractor janitorial closets and storage areas shall be subject to quality appearance and regulatory compliance audits without advance notice. The selected Contractor shall be held to financial and written reprimand penalties that derive from poor organization, sanitation, and regulatory compliance violations.

The selected Contractor shall maintain a minimum evaluated quality level in each of the distinct campus environments at all times. The minimum levels may at any time be modified by the University.

1.8 Management Responsibilities

The Contractor shall demonstrate a viable chain of command and will provide points of contact at each level, which shall be clearly advertised to all user departments of UMBC. Prior to assuming ownership of contract responsibilities, the Contractor shall provide the University's Contract Administrator with a call list of emergency staff resources, both Supervisory and Line-Staff status. This list is to be updated, as necessary, in order to provide the University with an adequate level of emergency response to any disruptive event related to building care and operations.

The selected Contractor shall have a quality control program which ensures specified performance standards are attained and provides a basis for meeting all stipulated cleaning performance objectives. Additionally, the Contractor shall have standard operating procedures, which will include defined routines, routes, and inspections for cleaning. The Contractor shall also have written work schedules, in appropriate language text, prior

assumption of contract responsibilities.

The Contractor shall provide a dedicated salaried Account Manager. At no time is the position of Account Manager to be vacant without the consent of the University's Contract Administrator. The Manager shall be of adequate experience, training, and education to organize, manage, and schedule the work. The Account Manager shall have the University's program as his/her sole responsibility and will not engage in work for other customers of the Contractor. The Manager is expected to adjust his/her time on the job to conform to requirements as they arise, but generally be on hand during normal daytime administrative hours. The selected Contractor shall specifically indicate the degree of authority and autonomy the Account Manager may exercise in executive obligations of the Contractor. In the absence of the Account Manager, due to sickness or other causes, the Contractor shall make available an on-call Manager. The University shall have the right to interview and to approve the appointment of management personnel, both permanent and on-call. As appropriate, the Account Manager shall participate and represent the Janitorial Services department at all Facilities Services meetings and events. The on-site Account Manager shall also be available, with reasonable notice, to tour, inspect, and respond to customer service issues indicated by the University's Contract Administrator or designee.

The on-site Account Manager shall provide a monthly report to the University's Contract Administrator. The content of the report will be authored and agreed upon by both parties. The content will cover the status of items such as: pending projects, employee and human resources issues, event planning, quality assurance inspections, customer comments, waste water disposal activity, and pending strip and refinishing projects.

1.9 Personnel

The selected Contractor shall determine the total number of employees required to meet the performance standards of the contract. The Contractor shall provide adequate supervision of all staff assigned on all shifts and monitor employees' activities. Employees are to take rest and meal breaks in authorized locations. The Contractor shall insure that student and staff property, in the form of computers, radios, televisions, audio and video equipment and such devices, are not used or damaged by Contractor personnel.

The Contractor shall require all employees to comply with all University of Maryland, Baltimore County rules, regulations and instructions issued by duly appointed officials, including such rules and regulations issued to regular employees. Rules of conduct, dress, and assembly will be adequately enforced. The Contractor employees shall not be accompanied in their work areas by acquaintances, family members, or any other person unless said person is an authorized Contractor employee. Any Contractor employee that is reported to have, or is observed, distracting or harassing a student, staff member, or visitor to the campus shall be immediately discharged from working at UMBC.

Currently, there is no bargaining unit representation of the Janitorial Services labor membership. However, all personnel pay rates shall be maintained at the Baltimore Living Wage Schedule for hourly employees. In addition to this wage level, Contractor must allow full time staff to receive at least 10 paid holidays. These days include: New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, December 25, and 2 University Elected Holidays.

The selected Contractor shall have a defined employment process that complies with all Federal and State Affirmative Action and Equal Employment requirements. Documentation of compliance may be requested by the University and shall be furnished promptly.

UMBC reserves the right to audit filled versus unfilled positions. In the event that specified performance standards repeatedly are not being met, invoice adjustments to labor hours in addition to quality penalties will be performed.

The University has a special responsibility to its students and the community with respect to dishonesty, drunkenness, use or influence of controlled substances, and immoral or dangerous conduct. As a result, the selected Contractor is required to exercise thorough screening in its hiring, placement, and surveillance processes. These security verification measures shall include the Maryland State Police Criminal Check, photographing, and fingerprinting. All employees shall be submitted for screening to Correction Services, Criminal Justice Information Systems Central Repository, 1201 Reisterstown Road, Pikesville, MD 21208-3899. All costs associated with security screening shall be borne by the contractor. All new employees shall be hired on a temporary basis pending status of background check results. Upon award of the contract, the selected Contractor shall perform a background check on all employees, even if the selected firm is the incumbent.

In addition to the Maryland State Police verification, the selected Contractor shall utilize a competent agency, at Contractor's own expense, to assess that applicants for hire are free of backgrounds that exhibit criminal or potentially dangerous conduct. The Contractor shall also perform the standard health and fitness and I-9 eligibility verification screenings. Under no circumstances will the Contractor employ or provide placement to un-screened applicants.

Drug testing of employees is not a current requirement of UMBC; however, in the event that a question regarding the sobriety of an individual arises that requires drug or alcohol testing to occur, the Contractor shall cover the costs of the testing.

The selected Contractor shall maintain all relevant documentation for the entire employed staff roster under the Contractor's control and provide this documentation to the University's Contract

Administrator upon request. The Contractor shall also provide a list to the University's Contract Administrator of intended candidates to be interviewed for a position at least 72 hours prior to the interview. The University reserves the right to edit the list, participate in the interview, or deny Contractor's ability to offer employment for any candidate that it considers unacceptable for the role sought. Additionally, upon request, the Contract Administrator shall be allowed to review employment papers, application forms, and reference checks (including law enforcement checks) prior to the hiring of any employee by the Contractor.

On the effective date of the Contract, the selected Contractor shall provide to the University's Contract Administrator a complete list of all employees assigned for duty under the contract. The list will contain complete names, staff I. D. numbers, job titles, work assignment, addresses, and hourly rate paid as salary. Throughout the term of the contract, the Contractor shall notify the Contract Administrator within three (3) days of any change in employees.

UMBC has the right to require the Contractor to remove any employee from the premises temporarily or permanently when, in the University's sole opinion, the employee is not fit to be on campus. In this situation, the Contractor shall remove the employee immediately and replace the individual in a timely manner.

1.10 Employee Uniforms and Vehicles

The selected Contractor shall furnish all employees with a minimum of three (3) uniforms of industry appropriate design approved by UMBC. All Contractor assigned personnel shall also wear a means of identification, which will include employee's name, photo, and the firm name of the Contractor. Uniforms shall be kept clean, neat and in good repair.

The Contractor shall register all Contractor vehicles that are intended for use on the UMBC campus. These vehicles require a permit that is non-transferable, or shared among vehicles.

Employees must register their own personal vehicles that will be parked in non-metered lots on the campus. The current annual permit fee is \$280.00 per vehicle, or \$2.00 daily; overnight shift parking is available at certain locations. Additionally, Baltimore MTA provides service to the campus.

1.11 Employee Training

The Contractor shall have an employee training program, and a supervisor training and development program. This program shall include the following topics:

- Safe work habits
- Safe use of cleaning materials
- Green Cleaning methods and benefits MSDS
- UMBC Waste Water Permit Regulations

- Waste Water Disposal Procedures
- Safe use of cleaning equipment
- Use of personal protective equipment, signs, barriers, or other devices to protect the building occupants or assets
- Personal protective equipment program IAW OSHA 29CFR 1910-132-138, relative to janitorial work at UMBC
- Blood borne pathogens training, IAW OSHA 29CFR 1910-1030

A detailed status report on staff development will be provided the University's Contract Administrator on a quarterly basis.

1.12 Building Devices

Key and Building Access Control is a critical component of overall security at UMBC. The Contractor is required to take any and all steps to safeguard building access components, such as keys, swipe cards, and combinations and codes.

The selected Contractor shall be provided keys to the buildings and areas to be cleaned. The Contractor shall not allow any keys to leave the campus. The Contractor shall establish an internal key control program and have the program reviewed and approved by the University's Contract Administrator.

All keys shall be issued to the Contractor's Account Manager. A detailed audit will be performed periodically and the Contractor shall be responsible for all security impacts that result from missing or damaged keys. The Contractor shall promptly report to the University's Contract Administrator any lost or stolen keys. Any lost/stolen keys not located at the end of the working day may result in the Contractor paying for the cost of repining and re-keying of the locks affected by the lost/stolen key. In this situation, the University may assess these costs against current invoicing documents, which depending on the size and complexity of the building to be re-keyed, could be valued at \$10,000 per event.

The Contractor will not loan keys. Staff will be repeatedly instructed not to hold doors open or to unlock doors for unidentified persons. Doors unlocked by the Contractor will be locked immediately after cleaning has been performed. Final payment under the contract upon the end of the contract term will not be made by the University until all keys have been returned or locks replaced.

1.13 Materials and Property

Adequate office and storage space will be provided to the selected Contractor, including janitorial closets. Contractor is responsible for maintaining the space provided. Any unauthorized alterations, abuse, or neglect in the upkeep and care of such space will not be

tolerated, and costs associated with repair or renovation to original condition will be charged to the Contractor. Periodic random review of these spaces will be conducted by the University's Contract Manager or his/her designee.

The selected Contractor shall maintain a comprehensive list of all equipment, products, agents, and coatings used in the execution of the contract. Any unlabeled or non-compliant formulas utilized in the delivery of cleaning services may result in forfeiture of Award Fee distribution for the affected period.

During the term of the contract, the University will provide the following items at no charge to the selected Contractor: paper towels, toilet paper, waste liners, hand soap, chalk, and erasers. However, it is the responsibility of the Contractor to use necessary controls required to securely store and efficiently utilize these materials. These supplied items are for the exclusive use of campus building occupants, and direct services provided to these occupants. No unauthorized use or removal from the campus of these items will be tolerated.

1.14 Contract Structure and Performance Process-Fee

It is the responsibility of the selected Contractor to determine the task assignments and frequencies that attain the level of quality expectation outlined in this document. The Contractor shall not submit additional invoices or set charges associated with an underestimation of the resources required to attain the prescribed quality outcomes.

Each month during the contract term, the University shall be invoiced for 95% of the total monthly contract cost. The Contractor will, upon receipt of the Independent Quality Audit, invoice for the additional fees minus any penalties set forth in the audit document. The audits will be spaced during any four-month period representing the periodic fee distribution. The audit results will be considered representative of all four months of fee distribution. Attachment B provides for fee penalty and examples of held funds.

The "Fee at Risk" associated with the contract will be a product of the first three-year contract amount. The submittal of Line Item Forms found in Attachment F will illustrate the Actual annual price for Year 1, and Projected prices for year 2 and 3. The 5% retainage will be determined by adding the total annual cost of submitted pricing for years; 1, 2, and 3 dividing the total term price by 3 to arrive at the average annual price and then multiply by 0.05%. The resulting retainage will remain a constant value throughout the first full contract term of 3 years. Future term renewals will be calculated in the same manner arriving at the appropriate retainage value.

The University reserves the right to increase or decrease space serviced, as a result of acquisition or decommissioning, to a maximum of ten percent (10%) per year of the total square footage serviced by the selected Contractor, without reissue of or altering the contract. In this situation,

the Firm Fixed Price portion of the contract will be adjusted based on the selected Contractor's proposed per square foot unit price for new space and space that becomes inactive.

The University's determination to renew the contract shall be based on an objective evaluation of successful performance. Additionally, repeated building failures may result in contract termination. The Contractor may be terminated or the contract may not be renewed for an additional term under circumstances such as the following:

- failure to attain a safe minimum quality rating during any review period, as measured by an independent reviewer, of 87% in Housing/Resident Life buildings, 84% in Academic/Research buildings, 83% in Administrative buildings, or 84% in Athletic/Recreation/Leisure buildings;
- loss of building master keys and any building access hardware entrusted to the Contractor;
- any violations of University policies, Federal, State, or local regulatory agency laws, rules, and guidelines pertaining to employee safety and sanitation practices deemed appropriate to institutions of higher education;
- Environmental Compliance Statement Infractions, or failure to inventory prescribed "Green products and Technologies";
- repeated negligence in timely response to customer concerns and or entitled services;
- failure to accurately manage personnel payroll and benefit records; or
- alterations or neglect of property provided to Contractor in the form of space, offices, storage room, janitorial closets, and inventory.

1.15 Transition of Services

If this contract terminates for any reason, including termination for cause, convenience, or at the end of the term, and the Contractor is not awarded the next contract, the Contractor shall assist the University in the transition of services to the new firm as required. The Contractor shall not be paid the final invoice until the completion of the successful transition.

SECTION II

TECHNICAL PROPOSAL SUBMITTAL FORMAT

2.1 Introduction

All proposals shall be organized in accordance with the format listed below. Proposers should describe in detail and provide evidence supporting the qualifications requested below. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and may result in disqualification. Non-conforming and non-responsive proposals may be rejected at the discretion of the University's Procurement Department.

All proposers are *required to first submit only a Technical Proposal without a Price Proposal*. The technical proposal shall be submitted via email to the Box address provided in the Solicitation Schedule. File names for the documents are to include the RFP number and the Proposer's name.

2.2 Organization of Proposal

Proposals shall be organized in the following format:

- Title Page
- Firm's qualifications and relevant experience
- Organizational plan
- Account manager
- Qualified personnel
- Employee training
- Work plan
- Materials and property
- Transition plan
- Unique qualifications
- References
- Required forms (affidavit, MBE forms, acknowledgement of addenda)

2.3 Title Page

The title page must be on company letterhead and should include the name and address of the firm submitting the proposal, a contact person at the firm for the proposal, including telephone number and email address, and the date of submission. The page should also state the RFP title and number.

2.4 Firm's Qualifications and Relevant Experience

The offeror must have a proven record of at least five (5) years' experience in providing janitorial services in a campus environment. The University would like detailed information about the following items relating to the firm's qualifications and relevant experience.

- Provide a firm overview, including size, revenue, services provided, and business outlook. Provide detailed information about the number of employees involved in providing janitorial services, the experience and background of personnel, and the corporate structure. Provide information about the length of time the firm has been providing janitorial services, as well as any other services that may be provided by the firm.
- Provide information about the firm's business and customer service philosophy.
- Provide information about the type of clients that receive services. If the firm provides services to other higher education institutions, provide the number and size of higher education institutions utilizing the janitorial services. Detail the number of institutions that are public, private, four-year and two-year.
- Provide a list of client locations within a one hundred and fifty (150) mile radius of the University, including the name of the client, address, name of client administrator that oversees the services, and contact information, including telephone number and email address. Describe the extent of janitorial services provided at these locations and the length of time your firm has been operating at this location. If this list is so extensive that it is unwieldy to provide all names, provide a sample listing of clients similar in scope or profile, such as other higher education institutions, government locations, or high profile clients.
- What is the average duration of a client relationship?
- How many new clients has your firm added in the past year?
- How many clients have terminated services in the past year? Why?
- Is there any pending litigation against your firm? If so, please describe.
- Are there any significant changes expected in your firm's client base or company operations that would affect your firm's ability to provide services to the University?

All services furnished under this contract shall be from janitorial services firms, and must be currently licensed, bonded and insured in the area where the work is to be performed. Failure to provide such proof may result in the firm being determined to be non-responsive and not eligible for award. The firm and its employees and subcontractors, if any, must have all necessary current business licenses issued by the State of Maryland. Proper licensing and insurance documentation shall be attached to the proposal.

2.5 Organizational Plan

Include an organizational plan for the supervision and management of the contract. Discuss the current staffing hours at the University. Firms with innovative approaches to off hour services should submit the alternative approach with a detailed explanation. Additionally, include any proposed modification of duties. What is the line of communication between supervisors and the University during business hours and non-business hours?

2.6 Account Manager

The University believes that the account manager is one of the most important aspects to ensure the success of this contract. Provide resume of the proposed account manager showing relevant experience and expertise. Discuss the relevant experience of this person and the applicability to the University's environment.

The account manager shall have, at a minimum, the following levels of experience, expertise and certifications, prior to placement:

- a minimum of 10 years' experience as account manager of a higher education facility over 2.5 million cleanable or 3.0 million gross square feet;
- a minimum of 5 years' experience as account manager of a performance based cleaning contract with a minimum value of \$3 million annually;
- current certification to perform water damage restoration assessment and remedy;
- current certification to perform microbial remediation, assessment, and disposal and structural drying;
- current certification in carpet care technician;
- current certification in odor control technology; and
- current certification in fire/smoke restoration.

IICRC certifications will receive higher consideration than other certification sources. Certifications shall be submitted in the response. Additionally, an individual with a post-secondary school degree will receive higher consideration.

By submitting the name for consideration as the account manager, your firm is committing this person to the University for at least three (3) years if awarded the contract. No personnel changes will be permitted without written authorization from the University. The University has

the absolute and unqualified right to deny substitutions. Substituted personnel must have qualifications equal to or better than the person being replaced. The University shall be involved in the selection process for substituted personnel.

2.7 Qualified Personnel

The personnel that will staff the University are an important aspect of the contract. Provide the employment/placement process utilized by your firm.

Describe the length of the hiring process, including the necessary time for background checks, and the plan to ensure that the campus is appropriately staffed at all times. Describe if this process is handled by a central office or by the account manager. What input or role does the account manager play in hiring?

Provide a description about how your firm retains good employees or minimizes turnover of personnel, or otherwise assures continuity of service. Include an explanation of wage structure, benefits packages, and other incentives used to retain good employees.

2.8 Employee Training

Provide a summary of the employee training program, as well as the supervisor training and development program. If the training program does not currently cover all of the required topics, indicate the plan and associated timeline to develop and incorporate the required content into the program.

2.9 Work Plan

Indicate by building, the total annual hours and most appropriate shift staffed, for all services required. Specify any additional requirements for after event clean up work. Provide a detailed plan for key control.

Additionally, provide a matrix of additional existing corporate capability for a response to a small, medium, and large emergency. Define support pertaining to such aspects as water damage, fire and flood restoration, and mold remediation. Indicate the on-site staff that would support the emergency, including any relevant credentials, as well as the response time and equipment inventory that would be dedicated to emergency response needs at the University.

2.10 Materials and Property

Provide a comprehensive list of all equipment, products, agents, and coatings that will be used to execute the services required. Include a list of new start-up equipment inventory. It should be noted that current site equipment will not be allowed to carryover to the new contract. However, should the incumbent firm be selected, the firm may provide evidence that existing equipment is

of adequate working integrity and the cost of new equipment will be adjusted as a savings for the University.

Proposer's shall also provide information on their ability to contribute to LEED v4 credits relating to Green Cleaning in such aspects as the purchase of cleaning products and materials, cleaning equipment, and an in-house green cleaning policy, as well as the ability to provide to the University an annual list of products used, including the associated annual expenditure for certified green cleaning products.

2.11 Transition Plan

Provide a transition plan which describes in detail your firm's plan for effectively having a smooth start-up, including items such as recruitment, identification and clearance of personnel, training, orientation, and site specific information. This plan shall include all on and off-site activities, as well as a list of personnel that will be performing the tasks to include the qualifications, experience, and janitorial service industry certifications of the individuals. The completion date for each task and overall timeline shall also be provided.

2.12 Unique Qualifications

Highlight any specific qualifications that would make your firm uniquely qualified to provide janitorial services for the University. Describe any other innovative services you would propose to the University to enhance services to be provided. Provide relevant examples of institutions or other client sites where you have instituted such practices.

2.13 References

Provide a minimum of three (3) references for which the firm has provided services for a minimum of (2) years. Reference information shall include the name and address of the client, the contact person for the client, the title of the contact, telephone number, email address, and service dates. Firms will receive higher consideration for references from higher education institutions.

SECTION III EVALUATION PROCESS

3.1 Evaluation Overview

Proposals must meet the requirements as stated in this document. Proposals that fail to meet one or more of the criteria may be ineligible for award. The University may make any investigations deemed necessary to determine the ability of the firm to provide the work as specified herein.

The solicitation evaluation involves an iterative evaluation process through a number of different phases by an evaluation committee. The initial technical evaluation encompasses the review of the written technical proposal. The second technical evaluation incorporates information from the Interview Session and references. The last phase is the review of the price proposal. All firms will be notified if they do not meet the requirements for a particular phase. The final proposal rating will be based on the second phase technical evaluation and the price proposal evaluation. Technical merit will have a much greater weight than cost.

The University will choose from among the highest rated proposals those proposals which will best serve the interests of the University and the State, in accordance with University procurement policies. The University reserves the right to negotiate or modify any element of the request for proposal evaluation process to secure the best possible arrangement for achieving the stated purpose. The University reserves the right to make an award with or without negotiations. The final decision will not be based upon price alone.

3.2 Initial Technical Evaluation - Technical Proposals

An Initial Technical Evaluation of the Technical Proposals will be conducted by a University Selection and Evaluation Committee.

The Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the evaluation criteria. Proposals are evaluated to determine which proposal is most advantageous to the University. The process involves applying the evaluation criteria in the RFP. Based on the results of the initial technical evaluation, the University will develop a short list of firms that are deemed most qualified to perform the services required under this Contract who will advance in the procurement.

Those proposers not deemed susceptible of the award and not short listed will be advised and will not progress further in the procurement.

3.3 Interview Sessions and Second Technical Evaluation

Upon completion of the evaluation of the written technical proposal, the University will contact short listed proposers to schedule an interview at the University. Only those Proposers who are

shortlisted as a result of the initial technical evaluation will be requested to attend an Interview Session at the University. The date and time for these sessions will be set upon completion of the initial technical evaluation. However, it is anticipated that the Interview Sessions will be conducted on the dates provided in the Solicitation Schedule. Each firm will be required to have the Account Manager attend the interview. Proposers are advised to set aside the entire dates on this individual's calendar to avoid any conflicts. At the time these sessions are scheduled, the University will confirm in writing with each Proposer the specifics of these sessions, including the date and time. These sessions will be one-hour in duration.

The Interview Session is an opportunity for the proposing firm to convey their background and expertise as it applies to this contract; and to address their understanding of the structure of services required for this contract. The Interview Session also allows the University to meet the Proposer's key personnel, discuss selected categories of the Proposer's Technical Proposal, and clarify the scope of services for the contract.

Following the Interview sessions, a Second Phase Technical Evaluation will be conducted. In the Second Phase Technical Evaluation, all information provided by the Proposer in both the initial technical proposal and the Interview session will be evaluated. A second shortlist will result from this evaluation.

Upon completion of the second phase technical evaluation, proposers will be notified as to the results; that is, whether their firm is included or not on the second shortlist. Further information may be requested by the University during the technical evaluation process and a Best & Final Technical phase may be conducted.

3.4 Price Proposal

After completion of the Second Technical Evaluation, only Proposers who remain shortlisted based on the second phase technical evaluation will be requested to submit a Price Proposal. The form for the Price Proposal will be provided at the time that firms are shortlisted and scheduled for an Interview.

The price proposal shall be submitted via email to the Box address provided in the Solicitation Schedule. File names for the documents are to include the RFP number and the Proposer's name.

The Price Proposal Form shall be filled out completely inclusive of the attachments. Please note, that no changes, alterations or additions to the Price Proposal Form are permitted. Price Proposals will not be opened publicly. The Price Proposal, if submitted by an individual, shall be signed by the individual; if submitted by a partnership or joint venture, shall be signed by such member or members of the partnership or joint venture as have authority to bind the partnership or joint venture; if submitted by a corporation, shall be signed by an officer, and

witnessed. If the Form is not signed by an officer, a copy of the portion of the by-laws or board resolution, duly certified by the corporate secretary, must be attached that shows the authority of the person that signed on behalf of the corporation.

The University may elect to request Best & Final Price Proposals.

SECTION IV

GENERAL INFORMATION

4.1 Due Date and Time

The Technical Proposal shall be submitted via email to the Box address provided in the Solicitation schedule with the email time log no later than the date and time indicated in the Solicitation Schedule.

Price Proposals will only be requested from those proposers who are shortlisted following the second phase technical evaluation per the RFP. The due date for Price Proposals will be set upon completion of the technical evaluation, however, the University anticipates the price proposal due date to be as provided in the Solicitation Schedule.

Proposers shall allow sufficient time in submitting responses to the RFP to ensure timely receipt by the Issuing Office via the Box site. Proposers should receive an automatically generated verification from Box when the file has successfully uploaded. Proposers that do not receive verification should immediately contact the Issuing Office to confirm that their response has been received. Proposals or unsolicited amendments to proposals arriving after the due date and time will not be considered.

4.2 Late Proposals

Any proposal, request for modification, or request for withdrawal that is not received at the designated location, time, and date set forth in the Solicitation Schedule will be deemed late and will not be considered. Delivery of the proposal to the specified location at the prescribed time and date is the sole responsibility of the proposer.

4.3 Multiple/Alternative Proposals

Proposers may not submit more than one (1) proposal nor may proposers submit an alternate to this RFP.

4.4 Modifications and Withdrawals of Proposals

Withdrawal of, or modifications to, proposals are effective only if written notice is filed to the Issuing Office prior to the time proposals are due. A notice of withdrawal or modification to a proposal must be signed by an officer with the authority to commit the company.

No withdrawal or modifications will be accepted after the time proposals are due.

4.5 Pre-Proposal Conference

A Pre-Proposal Conference will be held at the date, time, and location indicated on the Solicitation Schedule. Attendance is not mandatory, but is strongly recommended as

clarifications may be provided. As this on-call contract is not associated with any pending projects, a site visit will not be conducted as part of the Pre-Proposal Conference.

4.6 Issuing Office

The Issuing Office shall be the **sole** point of contact with the University for purposes of the preparation and submittal of the RFP proposal. The Issuing Office is:

University of Maryland, Baltimore County
Department of Procurement & Strategic Sourcing
Administration Building, 7th Floor
1000 Hilltop Circle
Baltimore, Maryland 21250

All questions on this procurement are to be directed via email to the following individuals:

Rafael Espinoza: espinoza@umbc.edu or Elizabeth Moss: emoss@umbc.edu

4.7 Questions, Inquiries, Clarifications, and Addenda

Questions and inquiries shall be submitted to the Issuing Office no later than the date and time indicated in the Solicitation Schedule.

Should a Proposer find discrepancies in the RFP documents, or be in doubt as to the meaning or intent of any part thereof, the Proposer must, prior to the question deadline listed in the Solicitation Schedule, request clarification in writing from the Issuing Office, who will issue a written Addendum to the Contract. Failure to request such clarification is a waiver to any claim by the Proposer for expense made necessary by reason of later interpretation of the RFP documents by the University. Requests shall include the RFP number and name.

Oral explanations or instructions will not be binding; only written Addenda will be binding. Any Addenda resulting from these requests will be posted on the University's bid board. The Proposer shall acknowledge the receipt of all addenda in the Acknowledgement of Receipt of Addenda Form.

4.8 Site Investigation

By submitting a proposal the Proposer acknowledges that the Proposer has investigated and been satisfied as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, and electric power. Any failure by the Proposer to become acquainted with the available information will not relieve the Proposer from responsibility for estimating properly the cost of successfully

performing the work. The University shall not be responsible for any conclusions or interpretations made by the Proposer of the information made available by the University.

4.9 Right to Reject Proposals and Waive Irregularities

The University reserves the right to reject either all proposals after the opening of the proposals but before award, or any proposal, in whole or part, when it is in the best interest of the State of Maryland. For the same reason, the University reserves the right to waive any minor irregularity in a proposal.

4.10 Cancellation of the RFP

The University may cancel this RFP, in whole or in part, at any time before the opening of the proposals.

4.11 Proposal Acceptance

The University reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP; to waive minor irregularities; or to negotiate with all responsible proposers, in any manner necessary, to serve the best interest of the University. Further, the University reserves the right to make a whole award, multiple awards, a partial award, or no award at all.

4.12 Confidential/Proprietary Information

Proposers should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by the State under the Public Information Act, General Provisions Article, Title 4 of the Annotated Code of Maryland. Proposals are not publicly opened. Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret. It is not sufficient to preface the entire proposal with a proprietary statement.

4.13 Financial Disclosure by Persons Doing Business with the State

Proposers providing materials, equipment, supplies or services to the University must comply with Section 13-221 of the State Finance & Procurement Article of the Annotated Code of Maryland which requires that every business which enters into contracts, leases or other agreements with the University and receives in the aggregate \$200,000, or more, during a calendar year shall, within 30 days of the time when the \$200,000 is reached, file with the Secretary of State a list containing the names and address of its resident agent, each of its officers, and any individual who has beneficial ownership of the contracting business.

4.14 Arrearages

By submitting a response to this solicitation, a firm shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of the contract if selected for contract award.

4.15 Incurred Expenses

The University will not be responsible for any costs incurred by any firm in preparation and submittal of a proposal.

4.16 Debriefing of Unsuccessful Proposers

A debriefing of an unsuccessful proposer shall be conducted upon written request submitted to the procurement officer within 10 days after the proposer knew or should have known its proposal was unsuccessful. The debriefing shall be limited to discussion of the unsuccessful proposer's proposal only and shall not include a discussion of a competing proposer's proposal. Debriefings shall be conducted at the earliest feasible time. A summarization of the procurement officer's rationale for the selection may be given.

4.17 Maryland Public Ethics Law

The Maryland Public Ethics Law prohibits, among other things: State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a bid or proposal, (ii) negotiating a contract, and (iii) entering into a contract with the governmental unit with which the individual is affiliated per the Maryland Code, General Provisions Article, Title 5, Subtitle 5.

If the proposer has any questions concerning application of the State Ethics Law to the proposer's participation in this procurement, it is incumbent upon the proposer to seek advice from the State Ethics Commission: Executive Director, State Ethics Commission, 45 Calvert Street, 3rd Floor, Annapolis, Maryland 21401, 410-260-7770, 877-669-6085.

The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the proposer to obtain advice from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics Law.

The resulting contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the vendor or any State of Maryland employee in connection with this procurement.

4.18 Use of Affiliates to Avoid Taxation on Income from State Contracts

Contractor agrees that it will not reduce its income subject to tax by claiming a deduction for royalty or similar payments for trademarks, trade names, or intangible property that shift income

from the contractor to an affiliated entity that does not file Maryland income tax returns. Contractor agrees that any affiliated entity receiving such payments is doing business in Maryland and is required to file Maryland income tax returns. Contractor agrees that during the course of this contract: (1) it shall not make any such royalty or similar payments to any affiliated company; but (2) if any such royalty or similar payments are made, contractor and the affiliated company shall file separate Maryland income tax returns and pay their respective Maryland income taxes in such a manner that contractor may claim a deduction against Maryland income tax for such payments only if the affiliated company receiving the royalty or similar payment files its Maryland income tax return and pays Maryland tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the contractor does business. Contractor agrees that it is authorized to bind its affiliated entities to the terms hereof.

4.19 Payments to Contractors by Electronic Funds Transfer

If the annual dollar value of this contract will exceed \$200,000.00, the Proposer is hereby advised that electronic funds transfer (EFT) will be used by the State to pay the Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants the Contractor an exemption.

By submitting a response to this solicitation, the Proposer agrees to accept payments by EFT. The selected Proposer shall register using form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

The form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland:

http://comptroller.marylandtaxes.gov/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf

4.20 Minority Business Enterprise Notice

Establishment of Goal and Subgoals

An overall MBE subcontractor participation goal of **30%** of the total contract dollar amount has been established for this procurement.

In addition, the following subgoals have been established for this procurement:

- 8% for African-American MBEs,
- 3% for Asian-American MBEs, and
- 3% for Hispanic-American MBEs.

Notwithstanding any subgoals established above, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

Attachments 1-1 to 1-5 – The following Minority Business Enterprise participation instructions, and forms are provided to assist Offerors:

Attachment 1-1A	MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (must submit with Proposal)
Attachment 1-1B	Waiver Guidance
Attachment 1-1C	Good Faith Efforts Documentation to Support Waiver Request
Attachment 1-2	Outreach Efforts Compliance Statement
Attachment 1-3A	MBE Subcontractor Project Participation Certification
Attachment 1-3B	MBE Prime Project Participation Certification
Attachment 1-4A	Prime Contractor Paid/Unpaid MBE Invoice Report
Attachment 1-4B	MBE Prime Contractor Report
Attachment 1-5	Subcontractor/Contractor Unpaid MBE Invoice Report

An Offeror shall include with its Proposal a completed MBE Utilization and Fair Solicitation Affidavit (**Attachment 1-1A**) whereby:

- (a) The Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
- (b) The Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Proposal submission. The Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.

An Offeror requesting a waiver should review Attachment 1-1B (Waiver Guidance) and 1-1C (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request. ***If an Offeror fails to submit a completed Attachment 1-1A with the Proposal as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award.***

Offerors are responsible for verifying that each of the MBE(s) (including any MBE primes and/or MBE primes participating in a joint venture), selected to meet the goal and any subgoals and subsequently identified in **Attachment 1-1A** is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.

Within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Offeror must provide the following documentation to the Procurement Officer:

- (a) Outreach Efforts Compliance Statement (**Attachment 1-2**).
- (b) MBE Prime/Subcontractor Project Participation Certification (**Attachment 1-3A/3B**).
- (c) If the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.
- (d) Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.

If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award. If the Contract has already been awarded, the award is voidable.

A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.state.md.us/directory/>. The most current and up-to-date information on MBEs is available via this website. **Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.**

The Contractor, once awarded a Contract, will be responsible for submitting or requiring its subcontractor(s) to submit the following forms to provide the State with ongoing monitoring of MBE Participation:

- (a) **Attachment 1-4A** (Prime Contractor Paid/Unpaid MBE Invoice Report).
- (b) **Attachment 1- 4B** (MBE Prime Contractor Report)

(c) **Attachment 1-5** (MBE Subcontractor/Contractor Unpaid MBE Invoice Report).

An Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (Attachment 1-1C) and all documentation within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in **COMAR 21.11.03.11**.

All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**Attachment 1-1A**), completed and submitted by the Offeror in connection with its certified MBE participation commitment shall be considered a part of the resulting Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Proposal for order of precedence purposes.

The Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions.

As set forth in COMAR 21.11.03.12-1(D) when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation sub-goals, if any, established for the contract.

In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule (Attachment 1-1A) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the sub-goals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule (Attachment 1-1A)) used to meet those goals. If dually-certified, the MBE prime can be designated as only one of the MBE classifications but can self-perform up to 100% of the stated sub-goal.

As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract.

With respect to Contract administration, the Contractor shall:

- (a) Submit by the 10th of each month to the Agency's designated representative:
 - i. A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment 1-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
 - ii. (If Applicable) An MBE Prime Contractor Report (Attachment 1-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
- (b) Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit by the 10th of each month to the Department's designated representative an MBE Subcontractor Paid/Unpaid Invoice Report (Attachment 1-5) that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding 30 days, as well as any outstanding invoices, and the amounts of those invoices.
- (c) Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- (d) Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
- (e) Upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

4.21 Insurance Requirements

The selected Contractor shall defend, indemnify, and save harmless the State of Maryland, the University System of Maryland, the University of Maryland, Baltimore County and each of their officers, employees, and agents, from any and all claims, liability, losses and causes of actions which may arise out of the performance by the Contractor, employees or agents, of the services covered by the contract.

The selected Contractor shall secure, pay the premiums for, and keep in force until the expiration of the term of the contract, including renewals, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under the contract:

- Comprehensive General Liability Insurance including all extensions:
 - \$2,000,000 each occurrence;
 - \$2,000,000 personal injury;
 - \$2,000,000 products/completed operations;
 - \$2,000,000 general aggregated
- Workers Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland
- Owner's Landlord's and Tenant's and Contractor's bodily injury liability insurance, with limits of not less than \$500,000 for each person and \$2,000,000 for each accident
- Property damage liability insurance with a limit of not less than \$2,000,000 for each accident
- Automobile bodily injury liability insurance with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident, and property damage liability insurance, with a limit of not less and \$2,000,000 for each accident

At the time the contract is made, the Contractor shall provide the University with evidence of payment in full of the above insurance coverage throughout the entire term of this contract. Any renewal term under the contract shall also include evidence of payment in full of the above insurance coverage through the entire term of the renewal.

The Contractor shall furnish the University with a certificate of insurance as evidence of the required coverage. For all insurance, except for worker's compensation, the insurance certificates shall specifically identify the materials and equipment, and shall name the University of Maryland, Baltimore County, the University System of Maryland, and the State of Maryland as an additional insured.

The Contractor shall not start work under the awarded contract until the Contractor has obtained at its own expense all of the required insurance and the insurance coverage has been approved by the procurement officer; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required by the subcontract has been obtained and approved by the Contractor and University of Maryland, Baltimore County. Approval of insurance required of

the Contractor and subcontractors for the University will be granted only after submission to the University of original certificates of insurance signed by an authorized representative of the insurers or, alternately, at the University's request, certified copies of the required insurance policies.

The Contractor shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers Compensation, in the same manner, including the additional insured requirements as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the University immediately upon request.

Contractor shall be as fully responsible to University of Maryland, Baltimore County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by Contractor.

All required insurance policies shall be endorsed to include the following provision; "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until forty-five (45) days prior written notice has been given to the University of Maryland, Baltimore County".

No acceptance or approval of any insurance by the University of Maryland, Baltimore County shall be construed as relieving or excusing the Contractor, or the surety or bond, if any, from any liability or obligation imposed upon either or both of them by the provision of the Contract Documents.

The required insurance coverage shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within ten (10) days of receipt of written notice at any time during the contract term, the University shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the University for the entire additional cost of procuring substitute performance and the cost of performing the incomplete portion of the Contract at time of termination.

All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the University. The insurers must have a policy holders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.

4.22 Payment and Performance Bonds

A payment bond in the amount equal to at least 100 percent of the contract price shall be delivered by the selected Contractor not later than the contract start date. The required payment bond shall be in the State of Maryland form in effect at the time the contract is executed.

A performance bond in the amount equal to at least 100 percent of the contract price shall be delivered by the selected Contractor not later than the contract start date. The required performance bond shall be in the State of Maryland form in effect at the time the contract is executed.

RFP NO.: BC-21175-E

RFP FOR: JANITORIAL SERVICES

TECHNICAL PROPOSAL DUE DATE: March 11, 2020 on or before 11:59 p.m.

NAME OF PROPOSER: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Signature _____

Printed Name _____

Title _____

Date _____

BID/PROPOSAL AFFIDAVIT

A. Authority

I HEREBY AFFIRM THAT:

I (print name) _____ possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. Certification Regarding Minority Business Enterprises.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

B-2. Certification Regarding Veteran-Owned Small Business Enterprises.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the names of persons involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
- (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review; or
- (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(14) of this regulation, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

 _____.

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the names of the persons involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

 _____.

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

 _____.

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT: Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

- (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
- (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: _____

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having

jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

MBE REQUIRED FORMS

The required MBE forms can be accessed at the following link:

<https://umbc.box.com/s/i3qz9q611we70wrn3yug8pyux74uf2p7>

Please note that if an Offeror fails to submit a completed Attachment 1-1A with the Proposal as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award.

ATTACHMENT A

This attachment is found in the following link, which provides the breakdown of cleanable space profiles:

<https://umbc.box.com/s/i3qz9q611we70wrn3yug8pyux74uf2p7>

- GCC-A *** **ACADEMIC SPACE INVENTORY**
 - * CLEANABLE SPACE INVENTORY
 - * CLEANABLE SPACE INVENTORY BY FLOOR
 - * CLEANABLE SPACE INVENTORY BY ADDRESS
 - * CLEANABLE SPACE INVENTORY BY BUILDING

- GCC-A *** **ADMINISTRATIVE SPACE INVENTORY**
 - * CLEANABLE SPACE INVENTORY
 - * CLEANABLE SPACE INVENTORY BY FLOOR
 - * CLEANABLE SPACE INVENTORY BY ADDRESS
 - * CLEANABLE SPACE INVENTORY BY BUILDING

- GCC-A *** **ATHLETIC/RECREATION SPACE
INVENTORY**
 - * CLEANABLE SPACE INVENTORY
 - * CLEANABLE SPACE INVENTORY BY FLOOR
 - * CLEANABLE SPACE INVENTORY BY ADDRESS
 - * CLEANABLE SPACE INVENTORY BY BUILDING

- GCC-A *** **RESIDENTIAL LIFE SPACE INVENTORY**
 - * CLEANABLE SPACE INVENTORY
 - * CLEANABLE SPACE INVENTORY BY FLOOR
 - * CLEANABLE SPACE INVENTORY BY ADDRESS
 - * CLEANABLE SPACE INVENTORY BY BUILDING

- GCC-A *** **PARKING GARAGE SPACE INVENTORY**
 - * **CLEANABLE SPACE INVENTORY**
 - * CLEANABLE SPACE INVENTORY BY FLOOR
 - * CLEANABLE SPACE INVENTORY BY ADDRESS
 - * CLEANABLE SPACE INVENTORY BY STRUCTURE

ATTACHMENT B

The independent quality monitoring of the Custodial Service Delivery at University of Maryland, Baltimore County is a trademark process owned and provided by Premier Facility Solutions of Haverhill, Massachusetts. The monitoring process has been utilized in nearly 100,000 individual building assessments since 2005.

The Auditing Approach:

When conducting a quality assessment of a building large or small it is imperative that a sampling is of adequate size and content to provide a detailed tool of continuous quality improvement. Premier Facility Solutions monitoring system, Performance-Q-base™ will collect space Area Type Samplings that that illustrate compliance in high traffic, as well as, lesser use spaces of each site inspected.

It is not valid for an Auditor to base the quality outcome of any building on a singular Area Type outcome, as too many impedance factor are in play and the outcome would not be a fair assessment. A typical building will encompass 60%-75% of all present Area Types housed in each Building Type. The following chart will show a listing of typical Building Types and there Area-Type composition at UMBC.

Building Type	Building Type Definition	Area Types Present
Academic	Building consisting of multiple Classroom environments	<ul style="list-style-type: none"> • Restrooms • Corridors, Foyers, • Lobby, Stairwells Elevators • Classroom, Library Laboratory, Lecture Hall, Auditorium, Seminar • Offices, Conference Room • Office Service (mail) • Lounges
Administrative	Building consisting of offices, workstations, cubical farms, and reception type environments.	<ul style="list-style-type: none"> • Restrooms • Corridors, Foyers, • Lobby, Stairwells Elevators • Reception, • Office, Conference Room • Office Service (mail) • Lounge/Break Rooms
Athletic/Recreation/ Assembly	Buildings consisting of sports and fitness spaces, social interaction environments, chapels, and dining, retail operations	<ul style="list-style-type: none"> • Restrooms, Locker Rooms • Corridors, Lobby, Foyers, Stairwells, Elevators

		<ul style="list-style-type: none"> • Gyms, Courts, Tracks • Fitness Centers, Dining • Recreation, Spectator • Office, Office Service • Locker Room Trainer Suite
Resident Life/Housing	Buildings consisting of student residential spaces wither of traditional dorm environments, apartments or suite-style living quarters. Washroom facilities locked behind closed doors are not part of the daily routine service delivery or monitoring process.	<ul style="list-style-type: none"> • Restrooms • Corridors, Foyers, Lobby, Stairwells Elevators • Reception, Offices • Lounge, Recreation Space • Laundry, Vending • Trash, Utility Spaces
Note: all secured student living spaces are cleaned only upon vacancy		

Additional Area Types may present themselves as building design warrants.

The Four dimensional inspection criteria for each space will include auditing the appearance and soil load present on surfaces of assets classified by their Building System category and location. These Building System Assets categories are listed as:

Building System A	Ceilings, Overhead Lighting, Skylights, etc.
Building System B	Walls, Partitions, Doors, Windows, etc.
Building System C	Flooring, Decks, Ground, etc.
Building System D	Furniture, Fixtures, Accessories, Stock Inventory, etc.

In the case of UMBC there are four Building Type Categories consisting of the four Building Systems listed above, the sequential process of each space inspection will be performed in a discipline starting at Building System A through D. All assets and their surfaces within each Building System will be reviewed and scored based on the type of volume of soil load discovered. The following scoring formula and charts will illustrate the deduction by Building System asset for types and volumes of soils found during the inspection process.

Formula of Asset Surface Compliance:

Soil Type “x” Value of Volume of Soil per Building System “deducted” from 100% “=” Quality Service Delivery Outcome

A “x” B “-“ from 100% “=” Attained Quality Score

No single space will define the final scoring outcome for any Building Type, The Auditor will seek out multiple Area Types within each Building and average the outcome scores to attain the final scoring outcome. The process is designed to be a tool of continuous quality improvement. All substandard values are supported with pictorial evidence and commentary describing the remedy to bring the asset to prescribed standard.

Soil Type Definitions:

Soil Type Present	Soil Type Description
Loose Soil	Soils not bonded to surface, fee to collect, such as litter, dust etc.
Adhered Soil	Soils with a bond to surface requiring detergency, saturation, and suspension prior to collection in a clean media such as a microfiber cloth, sponge, etc.
Impregnated Soil	Soils that have complex bonding properties to surfaces requiring both detergency and mechanical thermal friction to dislodge soils prior to collection in a clean media of cloth or machine cleaning disk.

“A” Soil Type Values:

Soil Type Present	Score Value
Loose Soils	1
Adhered Soils	2
Impregnated soils	3

Soil Volume Definitions:

Soil Volume	Validation of Soil Volume Noted by Asset Surface Accumulation
None	Asset surface is free of any detectable soil material
Trace	<10% of asset surface is coated with identified soil material
Light	>10% and <25% of asset surface coated with identified soil material
Moderate	>25% and <50% of asset surface coated with identified soil material
Heavy/Excessive	>50% of asset surface coated with identified soil material

“B” Soil Volume Values by Building System:

Building System	No Soil Present	Trace Soils Present	Light Soils Present	Moderate Soils Present	Heavy/Excessive Soils Present
Ceiling and Lighting	0	1	2	3	4
Walls, Windows, Doors, Partitions	0	1	2	3	5
Flooring, Ramps, Decks, Ground	0	2	3	4	5
Furniture, Fixtures and Accessories	0	2	3	4	5

The Report Card:

The Report Card format utilized by Premier Facility Solutions is part of the Performance-Q-base™ and has evolved to become a unique tool of site specific quality improvement at UMBC. The Report Card has three unique scoring values designed to allow for ease of outcome understanding by a wide-range of management and task providers alike. The format of values are as follows:

Scoring Values Utilized	Grade Point Average	Percentile Values	APPA Level values
Academic Administrative Management	A = 4.0 B = 3.0 - .99 C = 2.0 – 2.99 D = 1.0 – 1.99 F = <1.0		
General Customer Audiences		A = 90.00% - 100% B = 80.00% - 89.99% C = 70.00% - 79.99% D = 60.00% - 69.99% F = < 60.00%	
Facility Management Professionals			A = APPA LEVEL I B = APPA LEVEL II C = APPA LEVEL III

			D = APPA LEVEL IV F = APPA LEVEL V
--	--	--	---------------------------------------

The Report Cards are utilized by a wide range of customer departments and the multiple scoring values that are linked together allow for an improved understanding of the measured quality outcomes of each inspection audit.

The Report Card is also color coded to allow for easy focus on areas of above standard, marginal passing, and substandard results. The following chart will provide PASS/FAIL definition to the color-codes utilized in the reporting system:

Score Color	Outcome
Red	Failing
Yellow	Marginal Passing
Green	Passing

The Report Card format is also set up to record “Asset Conditions”. The Asset Condition is a score value immediately located under each Clean Score value. The Condition Scores are set to the minimum level of Passing for each unique Building Type audited. The Auditor will reduce the defaulted value of the Asset Condition score when it is noted that the application of Custodial Industry Best Practices will not yield adequate asset surface appearance due to age, fatigue of surface integrity or damages that require repair and/or replacement of the asset by the client organization. In cases where the Asset Condition are showing a “Red” score the service provider of cleaning services are still held to reasonable effort and should the asset fail the cleaning outcome, a case by case determination of effort and resulting outcome will be the sole responsibility of the Auditor.

Each individual Building within each Building Type Category will host a unique Report Card incorporating the Area Types present within the unique Building Type. The Report card will list a minimum of six groups of Area Types found in adequate space volumes within each Building.

The Report Card are set up to provide a comparative review of the scoring from the previous and current auditing process.

The report Card format for UMBC will provide and “Averaging” process of all six Area Types by Building System and individual Area Type outcomes. However, the prescribed quality outcome specification for the UMBC Custodial Service Delivery Outcome will provide “fee at risk” deductions for failure to provide acceptable quality outcomes of each Building System, Area Type and eventually Building Scores earned by the vendor of service. The following chart will illustrate the “fee at risk” held as a result of vendor non-compliance to the prescribed standard of service, as well as, progressive risk values on subsequent audits.

One imperative notation is that Restrooms, Lavatories and Locker Rooms are stand-alone categories and are not averaged into the building totals. A Restroom, Lavatory or Locker Room Failing Area Type Score will result in a Failure to the Building.

Note: the vendor monthly invoice will represent 95% of the total monthly cost to UMBC. The 5% variance will be held by UMBC pending the four-month auditing process, resulting in proportionate distribution based on quality outcome.

Fee at risk chart

Key Performance Indicator (KPI)	Fee at Risk held per non-compliant value per building	Fee at Risk held on subsequent audits per building
Building System Clean Score	\$250.00 per non-compliant value	\$500.00 per non-compliant value
Area Type Average Clean Score	\$500.00 per non-compliant value	\$1,000.00 per non-compliant value
Building Average Clean Score	\$1,000.00 per non-compliant value	\$2,000.00 per non-compliant value
Maximum Fee at Risk held by Building Type		
Academic Buildings	\$5,000.00 maximum per audit	\$10,000.00 maximum per audit
Administrative Buildings	\$3,000.00 maximum per audit	\$6,000.00 maximum per audit
Athletic/Recreations/Assembly Buildings	\$4,000.00 maximum per audit	\$8,000.00 maximum per audit
Resident Life Buildings	5,000.00 maximum per audit	\$10,000.00 maximum per audit

Note: A building suffering failed Building Systems, Area Types and Building Score Average will be assessed the values of all three KPS's

Due to the sensitivity of Health and Safety associated with Restroom type spaces the Area Type Category of Restrooms, Lavatories and Locker Rooms will be a stand-alone column and not averaged in any way to the rest of the Building. A Failure in the Area Type Score associated with the Restroom Area Types will result in a Failure of the Building being audited. The Building will be assessed the Building Failure fee penalty and no other Area Type or Building System score penalty values. A first-time Restroom type Area Type Failure will be assessed at \$, as a Building Failure feeheld.

Fee at Risk Examples:

Example A: Service Provider fails three Building Systems with no previous same building failure history has been recorded. THE PENALTY OF FEE AT RISK WILL BE \$750.00 FOR THE PERIOD

Description of Scoring Failure Category	Fee Retainage Per Failure Event	Total Fee Assessment
3 Building System Failures	\$250.00 per event	\$750.00
Total Fee Assessment Held		\$750.00

Example B: Service Provider fails the same three Building Systems in the subsequent audit in addition an Area Type fails as well. THE PENALTY OF FEE AT RSIK WILL BE \$2,000.00 FOR THE PERIOD

Description of Scoring Failure Category	Fee Retainage Per Failure Event	Total Fee Assessment
3 Building System Repeat Failures	\$500.00 per event	\$1500.00
1 Area Type Failure Recorded	\$500.00 per event	\$500.00
Total Fee Assessment Held		\$2000.00

Example C: Service provider fails six Buildings in Academic Building Type including ten Building Systems and five Area Types. Fails two buildings in Resident Life while also failing four Building Systems and two Area Types in resident Life. THE PENALTY OF FEE AT RISK WILL BE \$5,000.00 MAXIMUM PENALTY FOR THE ACADEMIC FAILURES PER AUDIT AND \$4,000.00 IN THE RESIDENT LIFE BUILDING TYPE BASED ON KPI'S (MAXIMUM PENALTY DOES NOT APPLY) TOTAL PENALTY ASSESS \$9,000.00. THIS AUDIT.

Description of Scoring Failure Category	Fee Retainage Per Failure Event	Total Fee Assessment
Academic Environments		\$5000.00 audit max cap
6 Building Failures	\$1000.00 per event	\$6000.00
10 Building System Failures	\$250.00 per event	\$2500.00
5 Area Type Failures	\$500.00 per event	\$2500.00
Resident Life Environments		\$5000.00 audit max cap

2 Building Failures	\$1000.00 per event	\$2000.00
4 Building system Failures	\$250.00 per event	\$1000.00
2 Area Type Failures	\$500.00 per event	\$1000.00
Total Fee Assessment Held		\$9000.00 Acad. Cap Applies

Example D: The Restroom in a Locker Room at the R.A.C. complex failures to attain a passing score on the flooring Building System leading to the Area Type Score to Fail. In addition, the Flooring in the Dance room fails to meet standard. THE PENALTY FEE AT RISK WILL BE \$1000.00 FOR THE BUILDING FAILING ON A RESTROOM TYPE SPACE, IN ADDITION TWO BUILDING SYSTEM OF FLOORING FAILURE ONE IN RESTROOM AND ONE IN THE DANCE ADDING \$500.00 RESTROOM AREA TYPE FAILED RESULT IN AN ADDITIONAL \$500.00 OR A TOTAL OF \$2,000.00.

Description of Scoring Failure Category	Fee Retainage Per Failure Event	Total Fee Assessment
Athletic/Recreation Environments		
2 Building system Failure	\$250.00 per event	\$500.00
1 Area Type Failures (restroom fails bldg)	\$500.00 per event	\$500.00
1 Building Failure from Restroom Failing	\$1000.00 per event	\$1000.00
Total Fee Assessment Held		\$2000.00

Report Card Sample documents will be attached to the RFP as Exhibits. The Administration of UMBC reserves the right to change the Area Type headings to correspond with space use changes at any time with a 30-day notice to the Contractor of Service.

ATTACHMENT C

SAMPLE BUILDING QUALITY REPORT CARDS AND MINIMUM PASSING LEVEL KEY

This attachment is found at the following link:

<https://umbc.box.com/s/i3qz9q611we70wrn3yug8pyux74uf2p7>

ATTACHMENT D

UMBC CAMPUS CLEANABLE SQUARE FOOTAGE BY BUILDING TYPE MATRIX

	ROUTINE	UPON VACANCY	TOTAL
BUILDING TYPE			
ACADEMIC BUILDINGS	1,355,278.34		1,355,278.34
ADMINISTRATIVE BUILDINGS	102,014.93		102,014.93
ATHLETIC, RECREATION, ASSEMBLY	228,665.03		228,665.03
RESIDENT LIFE HOUSING	232,815.21	437,198.59	670,013.80
PARKING STRUCTURES	102,914.93		
TOTAL CLEANABLE	1,918,773.51	437,198.59	2,355,972.10

ATTACHMENT E

ENVIRONMENTAL COMPLIANCE

A SIGNED COPY OF THIS STATEMENT MUST BE ATTACHED TO YOUR SUBMITTAL

University of Maryland, Baltimore County (UMBC) Statement of Environmental Compliance Operating Protocols

The University of Maryland, Baltimore County passionately maintains a responsibility to its campus community in the provision of a safe, clean and attractive environment free of distraction from its academic and research endeavors. To this end the Janitorial Service Contractor MUST exercise all protocols that provide for the most invisible yet effective service delivery process. This service delivery process MUST take into account population sensitivity to odors, release of unpleasant chemical vapors, and noise levels that are disruptive to the academic and social campus experience. The Awarded firm WILL exercise Best Practices in product and training protocols, as well as, timely communications to the campus community when restoration efforts WILL or MAY reduce access to areas or emit unfamiliar or unpleasant indoor air values, that may render perceptions of unhealthy environments to the highly sensitive membership of the campus population. UMBC Administration will hold the Contractor responsible for any violations to these protocols and will ask that ongoing staff orientation, development and research to least offensive and Green Seal formulated products and practices be part of everyday service provisions. The Awarded Janitorial Service Provider shall abide by Green Cleaning Protocols supported by LEED v4 O&M Specifications. Service Provider Management will include in a monthly Operations Report key advances and staff development evidence in this key service provision. The UMBC Administration observations and those of the UMBC Office of Sustainability or any Consultant secured through use of a third-party Auditor engaged in routine inspections of the Awarded Provider's applied Best Practices will take seriously the content of this document and will look for evidence of Staff Esprit De Corps.

Cleaning Service Provider Sustainable Cleaning Experience:

Cleaning Service providers with operating experience at GS-42 level will be greater award consideration to this project.

The vendor of record either outsourced or internally appointed and dedicated in the delivery of services defined as Janitorial Maintenance at the UMBC campus will abide by all current sustainability protocols and operating specifications currently in effect and will advance operating functions to reflect upgrades and improved levels of sustainability authored and directed by UMBC.

The Manager of Janitorial Maintenance and Service Delivery **WILL PRIOR TO BUILDING OCCUPANCY** author and submit for multiple-level approval a site specific Sustainability Policy and Procedural Manual outlining adherence to LEED v4 operating protocols and current UMBC Sustainable Cleaning Standards (attached to this document package). This manual will be upgraded in a timely manner, not to exceed annually, to reflect any/all edits, upgrades and initiatives made on behalf of the campus sustainability platform.

A special focus on sustainability will be placed on the following operating practices in procurement, inventory management, utilization and care of the following resource streams:

Equipment and Tooling:

Equipment should be equipped with rubber tiles and bumpers to prevent asset surface damage, vibration and sound pressure levels MUST be within the perimeters of the minimum requirements of Green Seal's GS-42 Standard for Commercial Cleaning Services. All vacuum and carpet extraction equipment MUST be certified by the Carpet and Rug Institute Green Label Program. Automatic Scrubbers must be equipped with metered dilution on-board devices and or dilution measurement devices during fill, variable feed pumps are essential to proper solution dispensing. Battery powered equipment will use gel-battery or lithium ion cells for power sourcing.

Chemicals and Products:

The Cleaning Industry Best Practices of chemical solution minimization will be the reoccurring theme of “wet” cleaning practices in the UMBC campus. Only those products certified by a third-party (preferably Green Seal’s GS-37, Green Seal’s Standard for Cleaning Products for Industrial and Institutional Use) and do not contain additional chemical classes of concern, such as (PFAS).

Single-use Paper Products:

Disposable sanitary paper products, which include all facial and bathroom tissue, toilet seat covers, paper towels and general purpose wipes, paper napkins and place mats/table coverings should meet Green Seal’s GS-1 (Standard for Sanitary Paper Products). GS-1 specifies the product grammage ((g/m²), tensile strength, absorbency, and material specifications as well as the post-consumer material and processing requirement.

Restroom paper inventory will at a minimum comply to GS-01 specifications and will be managed in a manner that prevents excessive exposure to pollutants and human handling prior to insertion in an approved dispenser appliance.

Hand Soap:

Such products will at a minimum meet GS-41 specifications. Such products will be packaged as single use cartridges and not refillable vessels.

Restoration by Needs Assessment:

Project/Restorative cleaning will not be scheduled as a calendar event, all such work will be the product of a detailed inspection, and only work deemed necessary will be performed to bring said asset surfaces to a clean and acceptable appearance. Such work will be scheduled in such a manner that campus community occupants are provided ample notification of the work to be accomplished and contact information should the work create any offensive sensitivity to any individual within the immediate environment.

Basic Cleaning and Sanitation Protocols:

All chemicals, equipment, tools and processes developed and inventoried within the SEC Complex must be approved in advance of implementation by the UMBC Administration. The Awarded Contractor must provide MSDS for any proposed chemicals, prior to placing in inventory to both the UMBC Office of Sustainability and the Office of Safety and Health, for compliance and approval. Failure to comply at contract initiation and throughout the contract period may result in suspension of service until such compliance is met.

Chemicals stored on site must not exceed what will be used in a 60-day time period and must be stored in secured cabinets, closets, or secondary containment where warranted.

All inventory within the control of the awarded vendor will comply to OSHA Hazmat Communication Standard 29 CFR 1910-1200 and any future revisions. All printed referenced materials will be of multilingual design representing 100% of staff membership promoting full comprehension.

The closets of storage will be fitted with locking mechanisms and maintained in a secure, sanitary and organized appearance free of staff personal belongings, food, beverages and non-cleaning materials.

The mobile cleaning and maintenance carts will be clean, sanitary in appearance, organized and free of all surplus materials and personal belongings, all restroom paper products will be contained in sanitary packaging or containers at all times prior to placing in a clean and sanitized dispenser for use. No restroom paper inventory double as cleaning tool media. All cleaning cloths will be of microfiber content and maintained accordingly to manufacturer and industry Best Practices.

Janitorial Contractor Management/Supervision are responsible for conveying to the campus Contract Administrator areas in which replacement of worn or broken dispensers exist or areas where traffic levels warrant high yield dispensing units.

No cleaning chemicals that possess a PH of less than 6 or greater than 10 can be discharged in the sanitary sewer or on grounds at UMBC, such volumes of liquids will be considered “waste water” and be contained and disposed in a compliant manner at the expense of the Contractor, filing completed documentation with this Contract Administration within three (3) business days of such activity.

Any discharge or violation of UMBC Waste Water Discharge Permit caused by the Contractor will be the responsibility of the Contractor, Civilly, Criminally, and Monetarily.

Repeated violations of UMBC Waste Water Discharge Permit **will** result in a notice of termination or denied participation in future contract award or both to the Cleaning Contractor violating this regulation. The University of Maryland, Baltimore County holds sacred its role in providing its immediate and secondary community with an environment free of contaminants and by-products that reduce the health and safety.

Floor care programs that reduce the practice of stripping and recoating frequencies that reduce the overall cost and environmental impact on the UMBC campus community are encouraged. **Building design and asset surface content of flooring puts a limited demand on such services and coating management, (see space inventory profile document).**

The Service Provider will author multilingual work descriptions and assignment sequences documents **prior** to staff deployment into the facility. Such materials will include all unique asset surfaces and detailed; routine, restorative and periodic task employed to preserve, the new appearance entrusted to the contractor scope of services.

The Contractor will employ only “Green” cleaning and maintenance practices and will not use chemicals, tools, or procedures that erode, scratch, stain, bleach-out, or alter to entrusted asset appearance. The use of Rotary Shampooing, excessive moisture extraction, non-green chemistry formulations is strictly prohibited.

The Contractor staff will use approved floor pylons, signs and barriers to negate slip and fall risk of building occupants traversing floor surfaces undergoing any moist cleaning process.

The Contractor **WILL** install at their expense tamper-proof chemical dilution stations for all concentrate to ready to use product inventory. A quarterly calibration and documentation certificate must be posted at the dilution site along with a viable MSDS Station. The Contractor will use only HEPA filtration vacuum equipment fitted technology and will maintain a log of filtration media replacement. Eye wash stations that reflect MSDS protocols will be required, as mandated by ANSI/ISEA (ANSI 2358.1-2014). All PPE selection, inventory placement, training and policy governing such equipment is the sole responsibility of the Contractor of Service, and will be strictly monitored by UMBC Administration and third-party Auditors.

Additional Protocols – Sustainability Compliance:

Your company will contribute as much as possible to LEED v4 credits, related to Green Cleaning, in the following areas:

Purchase of Cleaning Products and Materials (LEED v4 O+M: Existing Buildings);
Cleaning Equipment (LEED v4 O+M: Existing Buildings);
In-house green cleaning policy (LEED v4 ID+C: Commercial Interiors Innovation Credit)

UMBC Office of Sustainability will require annual reporting of the cleaning products used on campus, to include the amount of annual expenditure for each product with each vendor.

In-house green cleaning policy

Establishment

Have in place a green cleaning policy for the building and site addressing the green cleaning credits, goals and strategies, and personnel listed below. At a minimum, the policy must cover green cleaning procedures, materials, and services that are within the building and site management's control, and include the organization responsible for cleaning the building and building site.

Address the requirements of the following credits:

EQ Credit: Green Cleaning—Purchase of Cleaning Products and Materials

EQ Credit: Green Cleaning—Cleaning Equipment

Goals and Strategies

- Establish standard operating procedures addressing how an effective cleaning and hard floor and carpet maintenance system will be consistently used, managed, and audited.
- Address protection of vulnerable building occupants during cleaning.
- Address selection and appropriate use of disinfectants and sanitizers.
- Develop guidelines addressing the safe handling and storage of cleaning chemicals used in the building, including a plan for managing hazardous spills and mishandling incidents.
- Develop goals and strategies for reducing the toxicity of the chemicals used for laundry, ware washing, and other cleaning activities.
- Develop goals and strategies for promoting the conservation of energy, water, and chemicals used for cleaning.
- Develop strategies for promoting and improving hand hygiene.

Personnel

- Develop requirements for maintenance personnel. Specifically address contingency planning to manage staffing shortages under a variety of conditions to ensure that basic cleaning services are met and critical cleaning needs are addressed. Include a process to obtain occupant and custodial staff input and feedback after contingency plans are implemented.
- Determine the timing and frequency of training for maintenance personnel in the hazards of use, disposal, and recycling of cleaning chemicals, dispensing equipment, and packaging.

EQ Credit: Green Cleaning—Purchase of Cleaning Products and Materials

Requirements

Implement sustainable purchasing for cleaning materials and products, disposable janitorial paper products and trash bags. Cleaning product and material purchases include items used by in-house staff or outsourced service providers. One point is awarded if 30% of the total annual purchases of these products (by cost) meet at least 1 of the following sustainability criteria:

- The cleaning products meet 1 or more of the following standards for the appropriate category:
- Green Seal GS-37, for general-purpose, bathroom, glass and carpet cleaners used for industrial and institutional purposes.
- Environmental Choice CCD-110, for cleaning and degreasing compounds.
- Environmental Choice CCD-146, for hard surface cleaners.
- Environmental Choice CCD-148, for carpet and upholstery care.
- Disinfectants, metal polish, floor finishes, strippers or other products not addressed by the above standards meet 1 or more of the following standards for the appropriate category:
- Green Seal GS-40, for industrial and institutional floor care products.
- Environmental Choice CCD-112, for digestion additives for cleaning and odor control.
- Environmental Choice CCD-113, for drain or grease traps additives.

- Environmental Choice CCD-115, for odor control additives.
- Environmental Choice CCD-147, for hard floor care.
- California Code of Regulations maximum allowable VOC levels for the specific product category.
- Disposable janitorial paper products and trash bags meet the minimum requirements of 1 or more of the following programs for the applicable product category:
- Environmental Protection Agency (EPA) Comprehensive Procurement Guidelines (or local equivalent for projects outside of the U.S.) for Janitorial Paper and Plastic Trash Can Liners.
- Green Seal GS-09, for paper towels and napkins.
- Green Seal GS-01, for tissue paper.
- Environmental Choice CCD-082, for toilet tissue.
- Environmental Choice CCD-086, for hand towels.
- Janitorial paper products derived from rapidly renewable resources or made from tree-free fibers.
- Hand soaps meet 1 or more of the following standards:
 - No antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (e.g., food service and health care requirements).
 - Green Seal GS-41, for industrial and institutional hand cleaners.
 - Environmental Choice CCD-104, for hand cleaners and hand soaps.

EQ Credit: Green Cleaning—Cleaning Equipment

Requirements

Implement a program for the use of janitorial equipment that reduces building contaminants and minimizes environmental impact. The cleaning equipment program must require the following:

- Vacuum cleaners are certified by the Carpet and Rug Institute “Green Label” Testing Program for vacuum cleaners and operate with a sound level of less than 70dBA.
- Carpet extraction equipment used for restorative deep cleaning is certified by the Carpet and Rug Institute’s “Seal of Approval” Testing Program for deep-cleaning extractors.
- Powered floor maintenance equipment, including electric and battery-powered floor buffers and burnishers, is equipped with vacuums, guards and/or other devices for capturing fine particulates and operates with a sound level of less than 70dBA.
- Propane-powered floor equipment has high-efficiency, low-emissions engines with catalytic converters and mufflers that meet the California Air Resources Board (CARB) or Environmental Protection Agency (EPA) standards for the specific engine size and operate with a sound level of less than 90dBA.
- Automated scrubbing machines are equipped with variable-speed feed pumps and on-board chemical metering to optimize the use of cleaning fluids. Alternatively, the scrubbing machines use only tap water with no added cleaning products.
- Battery-powered equipment is equipped with environmentally preferable gel batteries
- Powered equipment is ergonomically designed to minimize vibration, noise and user fatigue.
- Equipment is designed with safeguards, such as rollers or rubber bumpers, to reduce potential damage to building surfaces.
- Keep a log for all powered cleaning equipment to document the date of equipment purchase and all repair and maintenance activities and include vendor specification sheets for each type of equipment in use.

I have read the Environmental Compliance Statement and Protocols related to equipment selection, care and utilization. Products and material selection, inventory management practices and specified utilization by adequately trained staff membership. I have a complete and clear understanding of the requirements and responsibilities I and those representing my Cleaning Program, including Cleaning Staff engaged in the provision of cleaning services at University of Maryland, Baltimore County (UMBC) will be held.

Check (one)

Non-green formulated floor finish stripping protocol attached.

Our specification calls for the use of only a “green” stripping process

Signature

Title

Print Name

Firm name

Date