

NOTICE TO BIDDERS

Custodial Services for Worcester County Office Buildings

The Worcester County Commissioners are currently accepting sealed bids for Custodial Cleaning Services for 26 (see attached property listing) county-owned or leased office buildings. Bid specification packages and bid forms are available from the Office of the County Commissioners, Room 1103 - Worcester County Government Center, 1 West Market Street, Snow Hill, Maryland 21863 or may be obtained online at www.co.worcester.md.us or by calling the Commissioners' Office at 410-632-1194 to request a package by mail.

Interested bidders are encouraged to attend a pre-bid meeting which will be held on **Thursday April 28, 2022** at 10:00 a.m. in the Worcester County Government Center's 3rd Floor Training Room A, One West Market Street, Snow Hill, Maryland at which time the county's Department of Public Works-Maintenance Division will explain the scope of the bid specifications and answer questions about the bidding process that may assist in the preparation of bids. Following the pre-bid meeting, it is recommended bidders visit each county building to meet with the building's facility manager at which time they will be required to sign in to substantiate their visit. During the site visit, the facility manager will provide a walk through so each bidder can evaluate the building's requirements, current condition, hours of operation and limitations. A property listing with address and point of contact shall be provided as part of the bid specification package. Each bidder shall contact the building facility manager to arrange their independent walk through. Additional requests for information (RFI's) will be accepted by Worcester County's Department of Public Works Maintenance Division until 04:00 PM on Friday April 29, 2022. All inquiries should be directed to Michael Hutchinson Maintenance Superintendent at mhutchinson@co.worcester.md.us or (410) 632-3766 or by facsimile at (410) 632-1753. RFI's will be responded to promptly via email and will be made a part of the bid. Only written responses shall be considered binding.

Sealed bids will be accepted until 1:00 PM, Monday, May 9, 2022 in the Office of the County Commissioners at the above address, at which time they will be opened and publicly read aloud. All sealed bid envelopes shall be marked "**Custodial Services Bid**" in the lower left-hand corner. After opening, bids will be forwarded to the Public Works Department for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities herein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with county contracts, or any other factors they deem appropriate.

All inquiries will be directed to Michael N. Hutchinson, Maintenance Superintendent, at mhutchinson@co.worcester.md.us or at 410-632-3766.

INSTRUCTIONS TO BIDDERS

1. **BIDS**

Bids shall be submitted in sealed envelopes on or before Monday, May 9, 2022 at 1:00 pm and clearly marked in the lower left-hand corner "**Custodial Services for Worcester County Buildings**". Bidders shall submit an itemized, per building in bid in one sealed bid packet with one monthly total. Bidders shall include all facilities in bid. Partial or incomplete bids will not be accepted.

2. **BID DUE DATE**

Bids should be mailed or hand carried to be received in the Office of the County Commissioners located at the Worcester County Government Center, 1 W. Market Street, Room 1103, Snow Hill, Maryland 21863 by or before **Monday, May 9, 2022 at 1:00 p.m.** Bids received after the appointed date and time will not be considered.

3. **SCOPE OF WORK**

Provide custodial cleaning services for Worcester County Buildings and Facilities as listed in bid specifications. Bids shall be inclusive of all facilities listed. Worcester County reserves the right to add and delete facilities and areas of facilities from the schedule as County operations change.

4. **CONTRACTOR INVOICES**

The Contractor must provide a monthly itemized invoice stating location, dates of service and amount to the DPW-Maintenance Division, 6113 Timmons Road, Snow Hill, Maryland 21863. These amounts will not change for the stated bid duration. Increased fees for additional/added services will only be approved upon written justification and with administrative approval.

5. **TERM OF CONTRACT**

This contract will be in effect for two years commencing with June 1, 2022 and ending May 31, 2024. The County Commissioners may elect to extend the contract for up to three additional years (years 3 through 5) based on the informational pricing stated on the bid form. All informational pricing submitted on the current bid form shall remain valid through year May 31, 2027. The service schedule may be changed without cause if the County so elects. However, the County will provide 30 day advance written notice of its intent to revise the service schedule. Changes that may affect the contracted service may include but are not limited to; increase or reduction in the service sites, increase or decrease in area, and service occurrence per site.

6. **TAXES**

The County is exempt from all Federal and State taxes for direct purchase of supplies and materials. However, the County's tax exemption does not extend to the bidder for supplies and materials which the bidder must purchase to complete the work specified in the contract. Bidders prices should reflect the inclusion of federal and state taxes on purchased supplies and materials.

7. **LICENSE and INSURANCE**

- A. Contractor will provide a valid copy of their company's business license applicable for the work described in this contract. A copy of their business license shall be included at the time of bid submission. The business license must be renewed and valid for the term of the contract.
- B. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED". A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of \$ 1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage.
- C. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED".
- D. Contractor must provide the County with a certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of the Contract.
- E. All insurance policies must have a minimum 30 days' notice of cancellation. The County must be notified immediately upon cancellation.
- F. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

8. **STANDARD TERMS and CONDITIONS**

Separate of this bid document are the Standard Terms and Conditions for Worcester County. This document will be attached to the executed contract agreement. If the Standard Terms and any other part of the Contract conflict, then the Standard Terms will prevail.

9. **SPECIFICATIONS**

A. **SUPERVISION**

- 1. Contractor will stay in close contact with building management concerning all work performed.
- 2. All contracted personnel will be trained and supervised to perform to the best of their ability in order to accomplish the necessary cleaning.
- 3. All contracted personnel will be checked regularly as to performance and ability to maintain standards.

B. **SECURITY PROCEDURES AND INSURANCE**

- 1. Contractor will check to insure the building is properly secured before leaving the building.
- 2. Contractor will provide all necessary insurance and bonding on all its personnel.

3. Contractor will provide and maintain a roster of employees. Any change of personnel assignments will be brought to the immediate attention of the building facility manager with correspondence copied to the Maintenance Superintendent. All custodial staff will submit to background checks and sign Confidentiality Statements where required by governing department.
4. Contractor will need to make special security arrangements with various county departments to gain access to areas deemed sensitive.
5. Contractor and County will provide each employee with issued photo identification. Changes in personnel and ID card requests will be made in advance and in writing to the Maintenance Superintendent. Photo identification must be worn at all time while on County property.

C. GENERAL CLEANING

1. Wastebaskets and trash containers - will be emptied, washed, trash liners installed and returned to their original locations. All waste will be collected and removed to a central disposal area.
2. Paper towel, toilet tissue and soap dispensers - will be filled as required to meet the facilities requirements until the next scheduled visit.
3. General dusting - all horizontal surfaces, office furniture, work stations, miscellaneous cabinets and window sills. Handling of personal effects will be kept to a minimum.
4. Carpets - will be spot vacuumed in all areas. Walk-off/entry mats will be vacuumed each visit. Spills and spots will be removed as necessary.
5. Walls - clean & disinfect surfaces around light switches, handrails, etc. Spot clean walls to 48".
6. Hard floors - all floors will be dry mopped as a minimum and periodically vacuumed. Beverage spills shall be wet mopped to remove remnants. Bidders shall submit a cleaning scope of work for quarry tile and vinyl composite floor tile with bid form(s).
7. Glass surfaces, mirrors- inter-office glass panels/borrowed lites at hollow metal door frames & openings and glass entrance/exit doors will be cleaned.
8. Water fountains -cleaned and polished.
9. Doors - clean and disinfect door handles, doorknobs, and kick plates. Clean door frames, hinges and vents.
10. Elevators - clean all doors, tracks, walls, thresholds, etc.
11. Stairways - vacuum and damp mop all stairways.
12. Restroom floors, walls and stall dividers will be cleaned and disinfected

D. MISCELLANEOUS

1. Lights - will be turned off as each area is completed except for designated security lights.
2. Doors -will be locked upon entering the area and locked upon completion of duties.
3. Maintenance deficiencies - any building maintenance or repair problem that the housekeeping employees are aware of will be

reported to the County daily via a County provided log located within the janitorial or custodial closet in the building being serviced.

4. Disinfectant - a high coefficient disinfectant/germicidal solution will be used for proper sanitation.

10. ADDITIONAL SERVICES

Additional services will be priced separately and attached to each Bid Form as informational.

1. Full Cleaning of interior and exterior of all windows and door glass.
2. Seasonal/Partial cleanings (Libraries Only) including restrooms, kitchenettes, entrance floors, doors and glass, emptying all trash.
3. Carpet cleaning building wide
4. Vinyl Composition Tile stripping and waxing (4 coats of high gloss)
5. Ceramic tile and grout cleaning

11. SPECIAL CONDITIONS

- Staff Kitchenettes and Kitchens will be cleaned to meet the requirements of the inspection agency having jurisdiction. All quarry floor tile and the associated grout joints will be kept free of food particles, mold and mildew in accordance with industry standards for cleaning this product. Vinyl composite tile located in the listed rooms above will be cleaned to the same inspection standards. Bidders shall submit a cleaning scope of work for quarry tile and vinyl composite floor tile with bid form(s).
- Invoicing will be submitted monthly and will be processed in accordance of the county's payable's guidelines.
- Contractor will supply all consumable cleaning equipment, rags, vacuums, mops, etc.
- County will supply the following cleaning chemicals via metered dilution management system; Glass Cleaner, Neutral Cleaner, Disinfectant 256, Bathroom/Shower Cleaner
- County will provide all paper products, trash bags, toilet bowl cleaner, spray disinfectant, facial tissues, etc.
- Servicing of facilities will be completed in accordance of the schedule provided herein.
At no time will the custodial staff tamper with any office or building equipment.
- County will supply water and electric as needed for cleaning.
- County will supply janitorial closets within the interior of the building as was allowed by the construction documents and the as-built design.
Contractor to maintain all custodial/janitorial closets in a clean, neat and orderly fashion. All wet mops are to be hung to air dry during non-working periods.
- ., SDS books must be provided by the Contractor and supplied in each custodial closet. Books must be maintained with the most recent data available.

2022 CUSTODIAL SERVICES BID INFORMATIONAL PRICING

Provide informational pricing for additional services at the building listed below and per the outlined specifications and conditions. Pricing to remain binding throughout the term of contract years 1 & 2. If pricing changes for optional years 3, 4 & 5, additional forms per building must be completed indicating applicable years and included in Bid package submission.

BUILDING NAME: _____

LOCATION: _____

10-1... FULL CLEANING OF INTERIOR & EXTERIOR WINDOWS AND
DOOR GLASS

\$.00

10-2... PARTIAL CLEANINGS
(LIBRARIES ONLY, Restrooms & Trash)

\$.00

10-3... COMPLETE CARPET CLEANING (per sqft)

\$.00

10-4... VCT REFINISHING (per sqft)

\$ _____ .00

10-5... CERAMIC TILE AND GROUT CLEANING

\$ _____ .00

WORCESTER COUNTY - 2022 CUSTODIAL CLEANING BID FORM SITE CONTACT INFORMATION

CT.	BUILDING	ADDRESS	TOWN	CONTACT NAME	TELEPHONE
1	Senior Center	10129 Old Ocean City Blvd.	Berlin	Shelia Jackson	410-632-1277
2	Library	13 Harrison Avenue	Berlin	Alice Paterra	410-641-0650
3	Health Department	9730 Healthway Drive	Berlin	Heather Barton	410-632-1100
4	Dental Clinic	107 William Street	Berlin	Krista Hill	410-641-0240
5	Isle of Wight	13070 St. Martins Neck Road	Bishopville	Lynn Baker	410-352-3234
6	Fire Training Center	6743 Central Site Lane	Newark	Michael Hutchinson	410-632-3766
7	Senior Center	104 - 41st Street	Ocean City	Shelia Jackson	410-632-1277
8	Library	10003 Coastal Highway	Ocean City	Tyvonnia Braxton	410-524-1818
9	Health Department	4 Caroline Street	Ocean City	Heather Barton	410-632-1100
10	WWW	1000 Shore Lane	Ocean Pines	Meg Etzler	410-641-5251
11	Library	11107 Cathell Road	Ocean Pines	Harry Burkett	410-208-4014
12	Welcome Center	144 Ocean Highway	Pocomoke	Deborah Shay	410-957-2484
13	Library	301 Market Street	Pocomoke	Dawn Ingrassia	410-957-0878
14	Service Building - Health Department	400A Walnut Street	Pocomoke	Heather Barton	410-632-1100
15	Service Building - Senior Center	4008 Walnut Street	Pocomoke	Shelia Jackson	410-632-1277
16	Senior Center	4767 Snow Hill Road	Snow Hill	Shelia Jackson	410-632-1277
17	Health Department	6040 Public Landing Road	Snow Hill	Heather Barton	410-632-1100
18	Tourism	100 Pearl Street	Snow Hill	Michael Hutchinson	410-632-3766
19	Board of Elections	201 Belt Street	Snow Hill	Lisa Shockley	410-632-1320
20	State's Attorney	106 Franklin Street	Snow Hill	Michael Hutchinson	410-632-3766
21	Roads	5764 Worcester Highway	Snow Hill	Lisa Lawrence	410-632-2244
22	Solid Waste	7091 Central Site La.	Newark	Mike Mitchell	410-632-3177
23	Recycle	7091 Central Site La.	Newark	Mike McClung	410-632-3177
24	Government Center	1 West Market Street	Snow Hill	Michael Hutchinson	410-632-3766
25	Animal Control	6207 Timmons Road	Snow Hill	Glen Grandstaff	410-632-1340 ext 2202
26	Bank Street Bldg.	301 Bank Street	Snow Hill	Michael Hutchinson	410-632-3766

2022 Custodial Services Schedule Bid Pricing

NO.	BLDG.	LOCATION	VISITS DArWK.	VISITS DRrYR.	Price per Visit DRr Buildina	Price Years 1 & 2 per Bulldlna	Price Year 3 per Bulldlna	Price Year 4 per Bulldlna	Price Year 5 per Bulldlna
1	Senior Center	Berlin	1	52					
2	Librarv	Berlin	3	156					
3	Health Department	Berlin	3	156					
4	Dental Clinic	Berlin	1	52					
5	IOW SVC. BLDG.	Bishopville	2	104					
6	Fire TralninQ Center	Newark	1	52					
7	Senior Center	Ocean Citv	1	52					
8	Library	Ocean Citv	3	156					
9	Health Department	Ocean Citv	2	104					
10	WWW	Ocean Pines	2	104					
11	Library	Ocean Pines	3	156					
12	Welcome Center	Pocomoke	1	52					
13	Librarv	Pocomoke	3	156					
14	Service Building Health Deoartment	Pocomoke	3	156					
15	Service Building Senior Center	Pocomoke	1	52					
16	Senior Center	Snow Hill	2	104					
17	Health Deoartment	Snow Hill	3	156					
18	Tourism	Snow Hill	1	52					
19	Board of Elections	Snow Hill	1	52					
20	State's Attomev	Snow Hill	2	104					
21	Roads	Snow Hill	2	104					
22	Solid Waste	Newark	2	104					
23	Recvcle	Newark	2	104					
24	Government Center	Snow Hill	3	156					
25	Animal Control	Snow Hill	1	52					
26	Bank St.Blda.	Snow Hill	1	52					
TOTAL									

BID MUST BE SIGNED, DATED and COMPLETE TO BE CONSIDERED

Signed: _____ Date: _____ Company Name: _____

Print: _____ Company Address: _____

Title: _____ Tele hone: _____

Email: _____

NOTE: Signature above constitutes receipt of all bid documents

EXHIBIT A

Worcester County Maryland Standard Terms

The provisions below are applicable to all Worcester County ("County") contracts. These provisions are not a complete agreement. These provisions must be attached to an executed document that identifies the work to be performed, compensation, term, incorporated attachments, and any special conditions ("Contract"). If the Standard Terms and any other part of the Contract conflict, then the Standard Terms will prevail.

1. **Amendment.** Amendments to the Contract must be in writing and signed by the parties.
2. **Bankruptcy.** If a bankruptcy proceeding by or against the Contractor is filed, then:
 - a. The Contractor must notify the County immediately; and
 - b. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.
3. **Compliance with Law.** Contractor must comply with all applicable federal, state, and local law. Contractor is qualified to do business in the State of Maryland. Contractor must obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under the Contract.
4. **Contingent Fee Prohibition.** The Contractor has not directed anyone, other than its employee or agent, to solicit the Contract and it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of the Contract.
5. **Counterparts and Signature.** The Contract may be executed in several counterparts, each of which may be an original and all of which will be the same instrument. The Contract may be signed in writing or by electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of the Contract will have the same effect as an original signed copy.
6. **Force Majeure.** The parties are not responsible for delay or default caused by fire, riot, acts of God, County-declaration-of-emergency, or war beyond their reasonable control. The parties must make all reasonable efforts to eliminate a cause of delay or default and must, upon cessation, diligently pursue their obligations under the Contract.
7. **Governing Law.** The Contract is governed by the laws of Maryland and the County.
8. **Indemnification.** The Contractor must indemnify the County and its agents from all liability, penalties, costs, damages, or claims (including attorney's fees) resulting from personal injury, death, or damage to property that arises from or is connected to the performance of the work or failure to perform its obligations under the Contract. All indemnification provisions will survive the expiration or termination of the Contract.
9. **Independent Contractor.**
 - a. Contractor is an "Independent Contractor", not an employee. Although the County may determine the delivery schedule for the work and evaluate the

quality of the work, the County will not control the means or manner of the Contractor's performance.

- b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers, compensation benefits under the Contract.
- c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

10. Insurance Requirements.

- a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED,,. A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage.
- b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as" ADDITIONAL INSURED".
- c. Contractor must provide the County with a certification of Workers, Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of the Contract.
- d. All insurance policies must have a minimum 30 days' notice of cancellation. The County must be notified immediately upon cancellation.
- e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

11. **Nondiscrimination.** Contractor must not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. This provision must be incorporated in all subcontracts related to the Contract.

12. Ownership of Documents; Intellectual Property.

- a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.
- b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.

- c. The Contractor must indemnify the County from all claims of infringement related to the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.
13. **Payments.** Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.
14. **Records.** Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.
15. **Remedies.**
 - a. **Corrections of errors and omissions.** Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.
 - b. **Set-off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
 - c. **Cumulative.** These remedies are cumulative and without waiver of any others.
16. **Responsibility of Contractor.**
 - a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
 - b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
 - c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.

17. **Severability/Waiver.** If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.
18. **Subcontracting or Assignment.** The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.
19. **Termination.** If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.
20. **Termination of Contract for Convenience.** Upon written notice, the County may terminate the Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.
21. **Termination of Multi-year Contract.** If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
22. **Third Party Beneficiaries.** The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.
23. **Use of County Facilities.** Contractor may only use County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
24. **Whole Contract.** The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.