

REQUEST FOR PROPOSALS

for  
Facilities Maintenance  
at  
Canal Place Preservation and Development Authority

Canal Place Preservation and Development Authority  
Western Maryland Railway Station  
13 Canal Street, Suite 301  
Cumberland, Maryland 21502  
Office: (301) 724-3655  
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Email: Nicole.gray@maryland.gov

WARNING: A prospective offeror who has received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide that office with the prospective offeror's name and mailing address so that amendments to this Request for Proposals or other communications can be sent to the prospective offeror. Failure to contact the Issuing Office may result in non-receipt of important information.

ISSUED DATE: \_\_\_\_\_

TO: \_\_\_\_\_ Prospective Offeror

## **Request For Proposals (RFP)**

### **SECTION I. GENERAL DESCRIPTION**

#### **A. Overview.**

The request is for the services of Facilities Maintenance at Canal Place (the "Authority"), an Independent State Agency of the State of Maryland. The applicant (the "Contractor") will need to 1) provide janitorial services in the interior public areas of the Western Maryland Railway Station, the offices of the Authority, and the public areas of the Shops at Canal Place; 2) provide building maintenance and repair services for the W MD Railway Station, the Shops at Canal Place, and the Canal Boat Replica; 3) provide exterior property maintenance and lawn care services for the Station Plaza, the Station Square parking lot, the Howard St. parking lot, the Wills Creek Esplanade and pedestrian bridge, the Canal St Promenade and Trestle Walk, and the Crescent Lawn Festival Grounds and Shops at Canal Place plaza, and the Harrison Street parking lot; and 4) supervise temporary and volunteer workers from time to time.

The Station plaza, the parking lot on Howard Street and the parking area fronting the station consists of a 2-acre parcel containing a landscaped parking lot, brick-paved plaza and promenade, and a half-acre lawn area with a playground and picnic tables. The plaza is one of many public open areas utilized for a variety of events and interpretive displays. The Crescent Lawn Festival Grounds is a 4-acre lot, comprising approximately 2.5 acres of festival grounds and 4 retail buildings and a brick plaza. It is bordered by a railroad trestle curving behind the property that is known as the Trestle Walk. The Wills Creek Esplanade at the track level of the Western Maryland Railway Station extends from Baltimore Street up to and including the pedestrian bridge crossing Wills Creek.

The selected Contractor will be paid on a bi-monthly basis upon acceptance by the Authority of the Contractor's bi-monthly invoice submit on or after the first and fifteenth of each month; payable 30 days from receipt of said invoice.

#### **B. Purpose.**

As Canal Place is visited annually by over 50,000 guests, either by walking or cycling along the Great Allegheny Passage and/or C&O Canal; visiting any of the 18 tenants; attending an event sponsored by Canal Place or a local organizer, it is the intention of the Authority to maintain an overall neat public appearance at Canal Place at all times, it is important for the selected Contractor to closely supervise the area and monitor the work required on a regular basis.

#### **C. Issuing Office.**

Canal Place Preservation and Development Authority  
Western Maryland Railway Station  
13 Canal Street, Suite 301  
Cumberland, Maryland 21502  
Office: (301) 724-3655, ext. 101

Fax: (301) 724-3659  
Email: Nicole.gray@maryland.gov  
Attention: Nicole Gray, Executive Assistant, CPPDA

**D. Pre-proposal Questions.**

For additional information, prospective offerors may contact Nicole Gray, Executive Assistant, CPPDA, Western Maryland Railway Station, 13 Canal Street, Suite 301, Cumberland, Maryland 21502, Office: (301) 724-3655, Fax: (301) 724-3659, Email: Nicole.gray@maryland.gov

**E. Addendum and Amendment to RFP.**

If it becomes necessary to revise or amend any part of this RFP, the CPPDA Executive Assistant will furnish a notice of revision to all prospective offerors who are registered with the CPPDA as having received this RFP. Those prospective offerors who have not received this RFP directly from the CPPDA should register as a recipient by contacting Nicole Gray, Executive Assistant, as listed above. RECEIPT OF AMENDMENTS MUST BE ACKNOWLEDGED IN WRITING BY PROSPECTIVE OFFERORS.

**F. Closing Date.**

A mandatory pre-bid walk through is required for all bidders to fully understand the scope of the work and coverage area that needs maintained. The date of the pre-bid walk through is **June 15, 2022**, at 9am. Potential bidders will meet in Room 302 of the Western Maryland Railway Station to begin the walk through. An offeror's proposal must be received by the CPPDA Executive Assistant at the Issuing Office no later than 12:00 p.m. local time, on **June 27, 2021** (the "closing date"). The preferred method of submitting a proposal is by electronic mail transmittal in PDF format. Alternatively, proposals can be dropped off to the Issuing Office and will be time stamped and dated for recording keeping purposes. Proposals, modifications to proposals, or withdrawals of proposals arriving after the closing date will not be considered.

**G. Duration of Proposal.**

Following the closing date, an offeror may not revoke or modify the offeror's proposal or price quote for a period of ninety (90) days thereafter, unless as may be mutually agreed to by the offeror and CPPDA during discussions on the proposal.

**H. Incurred Expenses.**

The CPPDA is not responsible for and will not pay for any expenses incurred by an offeror in preparing or submitting a proposal in response to this RFP.

**I. Discussions and Oral Presentation.**

The CPPDA anticipates that, following the closing date, it will engage in discussions with offerors who submit a proposal that the CPPDA determines is reasonably susceptible of being selected (a "qualified offeror"). As part of these discussions, a qualified offeror may be required to make oral presentations to or be interviewed by the CPPDA to further discuss or clarify the offeror's proposal. Following discussions, the

CPPDA may require qualified offerors to submit one or more series of best and final offers to remain in consideration for selection.

**J. Negotiations.**

The CPPDA may, at its sole and absolute discretion, negotiate directly with any one or more qualified offeror. That the CPPDA may enter into direct negotiations with a qualified offeror does not entitle any other qualified offeror to a right to engage in similar negotiations.

**K. Rejection of Proposals.**

The CPPDA may, at its sole and absolute discretion, reject any proposal that the CPPDA determines deviates from the requirements of this RFP. An offeror whose proposals are rejected will be notified in writing.

**L. Cancellation of the RFP.**

This RFP may be cancelled by the CPPDA for any reason either before or after the closing date, regardless of whether the CPPDA has engaged in any discussions or negotiations with one or more qualified offerors. Issuance of this RFP does not guarantee that an offeror will be selected or that a contract will be awarded.

**M. Public Information Act Notice.**

Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets, and provide any justification why such materials, upon request, should not be disclosed by CPPDA under the Public Information Act, Title 4, General Provisions Article of the Annotated Code of Maryland.

**N. Conflicts of Interest.**

An offeror shall consider and resolve any potential conflicts of interest which presently exist or which may arise if the offeror were to be awarded the contract for this procurement.

**O. Arrearages.**

By submitting a response to this solicitation, an offeror 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.

**SECTION II. SCOPE OF WORK FOR FACILITIES MAINTENANCE AT CANAL PLACE**

**General Project Assessment.**

An offer will be evaluated on the offeror's demonstrated ability and experience in successfully maintaining and executing the scope of work.

**A. Building and Area Hours of Operation**

1. The Western Maryland Railway Station is open year round, seven days per week, generally from 9:00 AM to 5:00 PM, although closing times do vary throughout the year. The Station is closed on the following holidays:
  - Thanksgiving Day
  - Christmas Day
  - New Year's Day
  - Easter Sunday
2. The Canal Place Heritage Area is open to the public year round.
3. The Shops at Canal Place are open year round in general, although winter schedules/hours vary per shop. Suggested hours of operation during May 1 through October 31 are 11:00 AM to 6:00 PM Sunday through Thursday, and 11:00 AM to 8:00 PM Friday and Saturday.
4. Restrooms at Shops are opened 8:00 AM through 8:00 PM April 1 through December 31 and 9:00 AM through 6:00 PM January 1 through March 31.

**B. Personnel/Time Required**

1. This contract requires the Contractor to:
  - a. be on site or to provide on-site facility maintenance services seven days a week;
  - b. provide janitorial services after hours on all days that the facilities are open
  - c. be available for special events; and
  - d. be on call for emergencies.
2. In addition to the outdoor maintenance responsibilities, this contract requires time and personnel for special seasonal and occasional events.
3. Contractor must be available by cell phone 24/7; personnel on duty must be available by cell phone while on duty.

This contract is based on the Contractor providing facility maintenance services amounting to 4,000 regular hours, 300 hours for additional seasonal and special events and emergency response, and janitorial services amounting to 1,700 hours, for a grand total of 6,000 hours.

**C. Separately Contracted Services (Not a part of this contract - Contractor will supervise these services)**

1. Snow removal services for the parking lots and driveways
2. Exterior window cleaning of Western Maryland Railway Station and Elevator Tower

3. Professional carpet cleaning services at the Western Maryland Railway Station
4. Other specific services as necessary upon request, or with authorization, of CPPDA staff

**D. Building Services for Western Maryland Railway Station and Shops at Canal Place**

1. All light bulbs shall be replaced as needed in all areas maintained by the Authority. Furnace and air handler filters shall be replaced bi-monthly in all units.
2. Minor repairs and service procedures, such as relighting furnace pilot light, replacing an electric outlet, setting thermostat, resetting circuit breaker, and any other minor repairs or service procedures shall be performed as necessary.
3. The Contractor shall be first on the call list for response to security system alarms.
4. Maintain key and lock systems for all buildings and all tenants.

**E. Supervision of Temporary and Volunteer Workers**

The Contractor shall hire and supervise temporary personnel as authorized by the Authority for work or projects above and beyond the scope of the contract; the Authority will reimburse the Contractor for the cost of providing these services. The Contractor shall also supervise various volunteer help on occasion.

**F. Janitorial Services**

1. All interior public areas on all floors of the Western Maryland Railway Station and elevator tower are included in this contract unless noted by a tenants lease, including:
  - a. 1<sup>st</sup> Floor: 2 Plaza entries, stairways, and janitor's closet
  - b. 2<sup>nd</sup> Floor: Main Concourse, hallway, stairways and landings, Men's Restroom, Women's Restroom, and Janitor's closet.
  - c. 3<sup>rd</sup> Floor: Main hallway, stairways and landings, Canal Place Offices, including Rooms 301, 302, 309 and 310, Men's Restroom, and Women's Restroom
  - d. 4<sup>th</sup> Floor: Main hallway, stairways and landing, kitchen and employee lounge, Men's Restroom, Women's Restroom, and Janitor's Closet.
  - e. Elevator Tower: Stairway, landings and elevator cab
  - f. Office of Senator Cardin: As requested but at least Bi-weekly
  - g. District 1 Delegation: Bi-weekly (when in use)
2. Men's and Women's public bathrooms and employee bathroom at Shops at Canal Place

## **G. Outdoor Services**

Areas of responsibility under this contract include the station 2-acre landscaped parking lot, Howard Street parking lot, adjacent driveways and sidewalks, picnic area, playground, and plaza; passenger underpass and all exterior stairways; the Wills Creek Esplanade and Pedestrian Bridge; Promenade, Trestle Walk, and Bridge over Canal; 4-acre Crescent Lawn Festival Grounds; parking lot on Mechanic Street; and exterior areas and walkways of the Shops at Canal Place.

1. Trash pick-up and removal:

Trash shall be removed from trash receptacles and litter will be picked up with proper disposal in all areas covered by this contract as needed.

2. Grass cutting:

Lawn shall be mowed once a week, but more or less as weather conditions may dictate.

Lawn areas to be mowed include the Train Station picnic grounds, playground, and track area of approximately .5 acres and the Crescent Lawn area of approximately 2.5 acres

3. Weed Control and Fertilization:

Regularly check and pull weeds as needed in all flower beds, lawn, landscaped areas and railroad track areas, and regularly check and chemically treat weeds as needed in all bricked and hardscape areas and along the edges to the Trestle Walk.

4. Visual Inspections:

During the daily “walk around” of Canal Place, Contractor will, in addition to the other duties, take written notes of obvious problems or situations that may need attention. Situations to look for include broken or cracked bricks or concrete; deterioration of landscape materials; obvious abuse, vandalism, theft, or damage; areas needing special cleanup; and any other obvious problems that need attention.

5. Parking Lot Monitoring

The Contractor shall attend to the operation of all parking lot control gates on the property.

6. Watering:

a) Lawn areas shall be watered only in the event of extreme dry conditions

and shall commence only with the approval of the Authority.

- b) Seasonal flower baskets and landscaping shall be watered regularly per instructions from Authority.

7. Special, Seasonal, and Occasional Events:

Special events planned by others are with agreement by the Authority and those individuals are responsible for their own set up and cleaning of the grounds. However, there may be times when the Contractor may be called upon for assistance. For example, certain furniture items, picnic tables, or other equipment may need to be relocated for an event. In all cases, the Authority requires the Contractor to conduct a visual inspection after such events and attend to conditions that may require additional attention.

In addition, the Authority will require the Contractor to provide the following:

- a) Assistance with the hanging of banners, brackets, signs and seasonal flower baskets
- b) Placement and removal of Christmas lights and decorations during the holiday season
- c) Assistance with changing of light bulbs on the property
- d) Assistance with special events sponsored by the Authority
- e) Assistance with security issues as needed
- f) Routine maintenance of fountains and annual removal of pumps for winter and reinstallation in spring

8. Hard Surface Cleaning:

The Contractor shall clean, by use of a water hose and detergent, as necessary, all paved areas including parking lot, sidewalks, bricked plazas, stairways, passenger underpass and stairs, and brick platform at track level, two (2) times per year (April and September), and shall treat stained areas with appropriate cleaners. It may be necessary to perform additional cleaning of particular areas depending upon need.

9. Snow Removal:

Snow removal will be consistent with the snow removal plan adopted for the Train Station and Plaza area, the Shops at Canal Place, parking lots, walkways, and other areas of the facility. Snow removal shall be performed in an appropriate manner to remove snow to bare surface, with ice melt product spread as needed for safety. Snow removal shall be completed prior to the daily opening schedule of the Western Maryland Railway Station and the Shops at Canal Place.

10. Painting

Exterior painting and touch up of trash receptacles, benches, lampposts, bollards, handrails, etc. as required. Interior painting shall also be required.

**H. Inspections**

The Contractor shall coordinate the inspections by appropriate authorities for building elements such as elevator, boilers, fire extinguishers, and sprinkler/fire alarm systems.

**I. Scheduling and Supervision**

The Contractor shall be responsible for scheduling all work activities with the Authority's input. Contractor is also responsible for supervising all work elements. Contractor will be required to participate in regular meetings with the Authority's staff to review upcoming duties and responsibilities.

**J. Additional Services**

Additional services and areas of responsibility may be added to this contract upon mutually agreed conditions and cost adjustments by the Authority and the Contractor.

**K. Equipment, Materials, and Supplies**

1. The Authority shall provide all major equipment and tools, janitorial and building supplies, and repair parts to properly carry out this contract
2. The Contractor shall provide: a) small tools in the performance of duties; and b) his/her own truck for transporting and handling materials and equipment.
3. The Contractor shall be responsible for: a) the operation and maintenance of all equipment and shall keep all equipment in clean working order; and b) ordering and maintaining inventory of janitorial and building supplies.

**L. Insurance and Licenses**

The Contractor shall have employer's liability insurance for a minimum coverage of \$3,000,000 and worker's compensation insurance. As applicable, the Contractor shall provide all permits and licenses required to conduct business in accordance with the laws of Maryland.

**M. Experience**

The Contractor must demonstrate the ability and experience to fulfill all requirements of this contract. Prior to contract renewal, the Contractor and/or his or her employees must agree to submit to a criminal background check if deemed necessary by the Authority.

### **SECTION III. CONTRACT INFORMATION AND CONTRACT TERMS**

#### **A. Parties to the Contract.**

Any contract entered into as a result of this RFP will be by and between the successful offeror as contractor and the CPPDA.

#### **B. Scope of Work and Contract Terms.**

It is anticipated that the services to be provided by the successful offeror will include the tasks and requirements described in **Appendix A** of this RFP. In addition to other terms as may be required by the CPPDA and agreed to by the selected offeror, the contract will include the following provisions:

1. Incorporation of RFP/Proposal. This RFP and the successful offeror's proposal, as either may be revised by agreement between the CPPDA and the successful offeror, will be attached to, incorporated into, and substantively a part of the contract.
2. Fee for Services Price. The contract will include a fee for services on a per hour rate not to exceed 6,000 service hours over the course of the contract.
3. Contract Commencement; Contract Completion; Renewal; Termination; Holdover. The agreement will include an effective date of July 1, 2022, and will run one fiscal year ending on June 30, 2023. The agreement can be renewed for two (2) one-year periods from July 1, 2023, to June 30, 2024, and July 1, 2024, to June 30, 2025. With 120 days' notice, either party may terminate the agreement without cause. Upon termination of this agreement in accordance with this clause, the Authority will pay all accrued and unpaid compensation due and owing to Contractor as of the date of termination of the agreement. Should the contract
4. General Contract Provisions. The CPPDA's "General Contract Provisions," dated June 2015, attached hereto at **Appendix B**, will be incorporated by reference and binding upon the contract. If any other provision of the contract conflicts with any provision of the General Contract Provisions, the provision of the contract will be controlled.

#### **A. Assignment.**

The successful offeror will be prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the contract or any rights created thereunder to any person, company or corporation without the prior written consent of CPPDA which may be withheld at CPPDA's sole discretion.

#### **B. Indemnification.**

The successful offeror will agree to indemnify and hold harmless the CPPDA and the State of Maryland from all liability which may hereafter be incurred by reason of dissemination,

publication, distribution, or circulation in any manner whatsoever of any information, data or records pertaining in any way to the contract by the successful offeror and its employees.

**C. Accounting Records.**

The successful offeror will be required to maintain its books, records and other evidence pertaining to expenditures incurred, pursuant to the contract, in accordance with generally accepted accounting principles. These records shall be available to the CPPDA and any authorized representatives acting on behalf of the CPPDA and the State at all reasonable times during the contract period and for three (3) years thereafter.

**D. Non-discrimination.**

The offeror agrees to comply with all Federal and State laws, and rules and regulations involving non-discrimination on the basis of race, color, creed, national origin, religious or political affiliation or opinion, marital status, age, sex, or physical or mental handicap.

**E. Governing Law.**

The contract will be governed by the laws of the State of Maryland.

**F. Work Products.**

All work products prepared under the terms of the contract will be the property of the CPPDA, and shall be delivered to the CPPDA at the end of the contract in a usable form.

**G. Acceptance of Terms and Conditions.**

By submitting a proposal in response to this RFP, the offeror thereby accepts the terms and conditions set forth herein.

**SECTION IV. SUBMISSION REQUIREMENTS; EVALUATION AND SELECTION CRITERIA**

**A. Proposal Submission Requirements.**

An offeror's proposal must include, at a minimum, the following:

1. Price Proposal. The offeror's fee for services contract price for completion of the project, broken down by task. The price should be recorded on the Price Proposal, **Appendix C**.
2. Key Personnel. A list of the principal staff members, or subcontractors that the offer will assign to or employ for the project. For each person or entity identified, the offeror should include a description of the individual's or entity's role in the project, an estimate of the time the individual or entity will allocate to the project, and a copy of the individual's or entity's professional resume, curriculum vitae, or equivalent.
3. Project Manager. Identification of the offeror's project manager, who must be made available to the CPPDA for interview prior to selection.

4. Experience. A detailed description of the offeror's experience working on similar projects, to include descriptions of each staff member's experience on such projects or similar projects.
5. Methodology and Approach. A description of the offeror's methodology and proposed approach to the project, which shall include, at a minimum, a proposed work plan.
6. Workload. An explanation as to the offeror's ability to integrate this project into the offeror's other workload requirements.
7. References. A list of references for similar projects, with name and contact information.
8. Additional Requirements:
  - a. Verification of any required professional licenses and registrations.
  - b. Bid/Proposal Affidavit, **Appendix D**.
  - c. Contract Affidavit, **Appendix E**.

## **B. Evaluation and Selection.**

In its evaluation and selection, the CPPDA will use procedures for competitive sealed proposals established in COMAR 14.28.08.08. All proposals received by the closing date will be reviewed and evaluated by the CPPDA. Prior to selection, the CPPDA may enter into discussions with and conduct interviews of offerors.

An award of a contract by the CPPDA resulting from this RFP, if any, will be made to the responsible and qualified offeror whose proposal is most advantageous to the CPPDA, as determined by the CPPDA. Evaluation factors will include, in order of significance, the offeror's: (1) demonstrated qualification, experience, and success with similar projects; (2) completeness of the proposal and the extent to which it sufficiently addresses all tasks set forth in this RFP; (3) price quote; (4) demonstrated ability of the offeror's personnel; (5) demonstrated ability to complete the project.

## **SECTION V. APPENDIX**

Appendix A – River Park Conceptual Plan

Appendix B – Economic Impact Statement

Appendix C – CPPDA General Contract Provisions, June 2015

Appendix D – Price Proposal

Appendix E – Bid/Proposal Affidavit

Appendix F – Contract Affidavit