



REQUEST FOR PROPOSAL
FOR
LANDSCAPE SERVICES

RFP NUMBER: BC-21217-M
ISSUED: FEBRUARY 1, 2021

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
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SOLICITATION SCHEDULE

Issue Date Monday, 2/01/2021

Pre-Proposal Conference Monday, 2/08/2021 at 3:00 p.m.

Pre-Proposal Conference Location Webex meeting: www.webex.com–select
“Join” Meeting
ID: 1200241491
Password: A5MBZJ6d
Phone: (202) 860-2110
(access code: 120 024 149 1)

Deadline for questions for Technical Proposal Wednesday, 2/17/2021 on or before 4:30 pm.

Technical Proposal Due Date **Thursday, 2/25/2021 on or before 11:59 pm.**

Submit Technical Proposal to UMBC Box: Technic.hhyz0vr4d5gv610o@u.box.com

Interview Sessions for Shortlisted Firms Friday, 3/19/2021 (anticipated)

Price Proposal Due Date Monday, 3/29/2021 on or before 11:59 pm

Submit Price Proposal to UMBC Box: Price_P.qqacaj86gfwpu4ab@u.box.com

SECTION I

SCOPE OF SERVICES

1.1 Introduction

The University of Maryland, Baltimore County is requesting proposals from landscaping firms to provide services on the main campus.

1.2 Institutional Profile of the University

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 77,000 active alumni live and work in Maryland, contributing significantly to the State's economic and social vitality. In Fall 2019, UMBC had 13,602 enrolled students of which 49.8% are minority enrollments from nearly all 50 states and 3% are international enrollments from 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:

- *U.S. News & World Report* has again named UMBC a leading U.S. university: the #9 most innovative university and #12 top university for undergraduate teaching in the nation.

- *Times Higher Education* has recognized UMBC as one of the world's top universities. In a new THE impact ranking, UMBC is #3 in the U.S. and #62 worldwide in global social and economic impact.

- *Princeton Review, Kiplinger's Personal Finance, Forbes, Money, and the Fiske Guide to Colleges* have named UMBC a "Best Value" university.
- The latest *U.S. News Best Graduate Schools* rankings include several UMBC graduate programs as among the best in the nation.
- UMBC is the nation's #1 producer of African American undergraduates who go on to complete an M.D./Ph.D. and #2 nationally for African American undergraduates who complete a science or engineering Ph.D.
- According to NSF, UMBC ranks in the country's top 150 universities in federal research and development expenditures, and #12 in NASA funding.
- *The Chronicle of Higher Education* has named UMBC one of the best colleges to work for ten (10) years running.
- UMBC placed in top 3.3% of universities worldwide by the Center for World Universities Rankings (CWUR).
- UMBC is named a 2019-2020 Fulbright Top Producing Institution, an honor granted by the U.S. Department of State's Bureau of Educational & Cultural Affairs.
- Learn more about the latest [UMBC rankings news](#).

UMBC's research expenditures totaled \$90M for fiscal year 2019. UMBC is ranked #148 in federal research funding in the 2018 fiscal year and #173 in total research funding from all sources. UMBC ranked #13 nationally in NASA funding.

1.3 Scope of Services

This document provides the minimum specifications and requirements to be met by the landscaping 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 landscaping 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 landscaping services firm with extensive experience performing landscape and turf maintenance 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. All labor, equipment,

materials, insurance, and supervision necessary for this contract shall be furnished by the Contractor and may not be subcontracted.

The University campus shall be maintained by the selected Contractor as a model for quality lawn, grounds, tree care, and stormwater management and shall stand out to the outside community. Generally, the work to be performed includes mowing, trimming, edging, mulching, leaf removal, planting, bed maintenance, fertilization, weed control, lawn aeration, bio-retention/storm water facility maintenance, and snow removal.

The Contractor shall also partner with UMBC in the University's efforts to reduce greenhouse gases and create an aesthetically pleasing and environmentally sustainable campus landscape. As a result, the landscape maintenance services, including snow removal, shall incorporate sustainable practices such as the use of Integrated Pest Management (IPM) and Growing Degree Days management rather than indiscriminate pesticide use.

The selected firm shall be responsible for providing the labor, equipment, and supervision to complete the work as provided in this RFP. In addition to the standard maintenance work, additional non-routine services may be requested by the University. Depending on the nature of the activity, the University will issue a purchase order or a contract amendment to authorize the service.

All work shall be in full compliance with procedures and techniques recognized as current standard landscape maintenance practices and the specifications provided in this RFP. The contract performance shall be coordinated and managed by the University's Landscape and Grounds Manager. If there is a discrepancy in procedures, the University's Manager shall be the sole authority to determine the method or procedure to be used. All work shall be performed in a professional manner, using quality equipment, methods and materials, all of which must be maintained and operated with the highest standards.

The selected Contractor shall follow all State and local laws and guidelines pertaining to waste disposal, emissions, and noise reduction while conducting operations on the UMBC campus. The Contractor shall be proactive in fixing problems and maintaining the property within the scope of services. The Contractor shall promptly report in writing to the Manager any existing conditions or circumstances resulting from acts of the University or University personnel which interfere with the proper performance of the work.

The Contractor is responsible for the removal of all materials and equipment at the completion of the workday. The University will not supply any on-site storage to the Contractor. Grass clippings or other debris shall be composted, recycled, or properly disposed of on a daily basis as

specified by the Manager. Certification of composted or recycled material weights or volumes shall be submitted to the Manager on a monthly basis.

The Contractor shall be responsible for the instruction and training of all personnel in appropriate safety measures, including applicable OSHA and MOSH requirements. The Contractor is also responsible for ensuring that all drivers have a valid Maryland State License or the equivalent.

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 contract term is anticipated to begin on April 5, 2021.

1.4 Work Areas

The selected firm shall provide services to the entire main campus. However, the campus has been divided for billing purposes, as specified in the attached landscaping areas map, due to different funding streams. The areas are defined as follows:

Work Zone A: Main Lawn Areas, One Time Mow Areas, Four Time Mow Areas, and Courthouse

Work Zone B: Event Center Lawn Area

Work Zone C: Residential Life Lawn Areas

1.5 Supervision

The Contractor must provide a full-time uniformed English-speaking supervisor on campus at all times while work is in progress. The supervisor shall be a Certified Maintenance Professional, and knowledgeable in turf, garden plants, fertilization, irrigation, and IPM. The on-site supervisor shall possess and utilize a cell phone on his/her person when work is performed on campus, and be available to immediately respond to the University's Manager.

1.6 Mowing

All Lawn Area turf shall be mowed to maintain grass between 3.5" - 4.5". Mowing shall only be performed in proper weather conditions, which means not in heavy rain or in times of drought. Mowing may not be performed when weather or conditions will result in damaged turf. All mowing shall be completed with the appropriate size equipment for the desired outcome, namely with a rotary mower with a 72" or smaller deck. Mower blades and settings shall be maintained to produce a level, clean cut. Ragged edges are unacceptable. Upon completion, a mowed area shall be free of clumped grass cuttings and tire tracks or ruts from mowing equipment. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of uncut grass.

Prior to mowing, the Contractor shall cleanup all debris in the area, including the removal of all debris, trash, tree limbs, as well as any and all material foreign to the natural vegetation which, if cut, would be scattered. Additionally, the Contractor shall provide any necessary traffic control.

All mowing shall be performed at a safe operating speed and in a manner to protect people and property including the trees or shrubs, ground cover beds, sprinkler heads, valves, curbs, HVAC and electrical equipment, or other structures. If University property is damaged, the Contractor will be held financially responsible for the repair or an approved replacement, as determined by the University.

Clippings shall be collected if clumping occurs. If clumping does not occur, clippings shall be allowed to mulch naturally. When mowing, clippings may not be thrown onto paved areas, into tree rings, shrubs or perennial bed areas, buildings, or vehicles. Grass clippings and debris caused by mowing shall be removed from adjacent walks, drives, gutters and curbs, tree rings, and mulched areas or surfaces on the same day as mowed. Blowing debris into storm drains is not permitted.

All One Time Mow areas and Four Time Mow areas shall be cut at those intervals to a height of no more than 8". The timing of these cuts shall be approved by the Manager.

1.7 Trimming

Grass shall be trimmed by cord line trimmers during mowing or as an immediate operation following the completion of mowing. Grass shall be trimmed at the same height as the adjacent mowed turf. Areas to be trimmed include the base around all trees, fences, walls, poles, signposts, monuments, electrical boxes, tree rings, sprinklers, asphalt edges, guardrail, plant beds, and all other objects as required by the University. Special care shall be given to trimming around small trees and shrub beds to ensure that the bark of the trees and shrubs is not damaged. Trimming may be reduced by chemical edging under special conditions only with prior approval from the University's contract manager.

Additionally, the Woods edges around the Hilltop loop shall be trimmed twice a year: one time within two weeks before spring Graduation, and one time within two weeks before Fall move-in. The dates for these events will be provided by the University's contract manager each year.

1.8 Edging

The edging of curbs and sidewalks shall be completed with every other mowing, essentially every other week. Edging is defined as the vertical trimming of all turf edges abutting sidewalks, flush paved surfaces, curbs, and drives through blade edging. The performance of edging shall result in neat vertical uniform lines and uniform depths. Concrete walks and curbs shall have an edge cut into the soil within 1" and to a 1" depth.

1.9 Paved Surfaces

All plant growth in and around paved surfaces, curbs, sidewalks, driveways, cracks, seams, joints, etc., shall be removed during each service visit. All plant growth in paved areas shall be treated with chemical application of post emergent or pre-emergent herbicides twice a year to maintain a clean neat appearance, with monthly spot treatments as needed. Care shall be taken to avoid drift and overspray onto adjacent turf and planting beds. In addition, all paving (curb and gutters and asphalt driving and parking surfaces) shall be swept clean of all grass clippings, litter, glass, etc. after the completion of each mowing. The Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by the Manager. The Contractor shall be responsible to remove all debris from the site and clean effected work areas. The Contractor shall leave the grounds in a presentable condition.

1.10 Leaf Removal

Each year, fall clean-up leaf collection operations shall be performed, aggressively and proactively, at least four times between late October through December. All fallen leaves shall be collected, contained, and properly disposed.

1.11 Mulching

Mulching shall be completed twice a year. In late February or early March, all beds and tree rings shall receive complete mulching. All beds and tree rings shall be edged, creating a concise edge between turf and mulched area. In-lawn trees shall have a well-defined edged ring protecting the tree from mowing. All mulched areas shall receive perennial cut back, leaf and debris removal, and pre-emergent applied. Excess old mulch shall be removed when build up exceeds recommended industry standard. All trees and shrubs shall be mulched with double shredded hardwood bark mulch at a depth between 2” and 3” and spread up to within 3” around the base of the plant. In August, the selected Contractor shall clean and weed all mulched areas and add 1” of double shredded hardwood bark mulch.

1.12 Utility Yards, Storm Ponds, and Swales

Utility yards shall be maintained a minimum of twice a year, which includes mowing, trimming, bush hogging, or spraying as conditions permit. Utility yards shall remain neat, and free of weeds and leaves. Swales and outfalls with exposed stone shall be sprayed or trimmed to prevent overgrowth a minimum of twice a year. Bio-retention/Storm Water Management (SWM) area maintenance shall be provided a minimum of once a year in February and March, including: spring perennial cut back; mulching, to be performed in conjunction with the March/February mulching; and cutdown and treatment of unwanted woody materials growing in and around each facility. Pruning of shrubs and trees shall also be conducted as needed.

1.13 Turf Fertilization and Weed Control

The Contractor shall apply an herbicide/fertilizer combination to control crabgrass and broadleaf weeds in the approximately 125 acres of mowed turf. There will be a total of two applications: one early spring and one in early fall. The applications shall be comprised of slow release fertilizer, pre-emergent crabgrass control, and broadleaf herbicide. Turf shall be sprayed with a uniform mixture or combination of the following turf labeled herbicides and fertilizer, or equivalent applied according to manufacturer's guidelines.

For example:

<u>Application</u>	<u>Rates</u>
Pre-emergence product:	Barricade 4FL@ 28 oz. per acre
Broadleaf weed control:	Triplet LO @ 64 oz. per acre
Liquid Fertilizer:	21-0-0 20% slow release @ ½ lb. of N/1000 sq. ft.

All products shall be applied according to manufacturer's labels and rates. All substitutions shall be pre-approved by the Manager. Soil testing will be done by the Contractor as required by State law.

Care shall be taken to avoid drift and damage to adjacent trees, shrubs, and any other plant material. Low-pressure broadcast boom sprayers using low-drift nozzles, calibrated walking wand sprayers, and any other appropriate spray equipment may be used for the application. Low volume backpack sprayers are recommended for areas less than one (1) acre. The Contractor shall adhere to the following environmental conditions before attempting to proceed with the selective weed control application:

- No anticipated rainfall within 24 hours following the application;
- Wind velocity not to exceed 8 mph during the spray operation; and
- A minimum daytime temperature of 55 degrees.

The herbicide/fertilizer application shall be performed only when the student population is at the lowest on campus, namely on weekends or at night, and based on the prevailing weather conditions. The timing of the herbicide/fertilizer application shall be approved by the Manager. All Contractors shall be certified as a Commercial Pesticide Applicator by the Maryland Department of Agriculture. All work performed shall be in compliance with Maryland laws. No application will be accepted without prior arrangement being made in advance.

1.14 Trees & Shrubs

All trees less than 25' and shrubs shall be pruned to maintain clear walkways, sidewalks, and entrances, windows, and buildings for safety or structural clearance. All trees shall be pruned 9' from the ground over a sidewalk or paved gathering areas. Pruning shall be provided to promote healthy, natural growth appearance including natural flowering timing. All pruning shall be accomplished in accordance with accepted current horticultural practices and standards.

1.15 Integrated Pest Management

An integrated pest management program shall be implemented as necessary for this maintenance program. All areas to receive the application shall be posted in accordance to state law. All chemicals shall be used in strict accordance with federal, state, county, and local laws and regulations. Any use of chemicals shall be reported to the Manager at least 24 hours before application is made, and all formulations and total amount used shall be reported in writing to the Manager as applications are performed. The Contractor shall hold a current Maryland certification and all applications shall be performed by a trained and registered applicator.

1.16 Weed Control

The selected Contractor is responsible for keeping all areas free of weeds. The Contractor is required to keep weeds under control by use of organic mulches, manual labor, biological, and chemical controls as needed and deemed appropriate. All formulations and total amount of biological or chemical controls shall be reported in writing to the Manager as applications are performed.

1.17 Soil Management & Fertilization

The selected Contractor shall provide a soil fertility test at the beginning of the contract and subsequently as State law requires. All fertilization shall comply with State regulations. All fertilizer formulations and total amount shall be reported in writing to the Manager as applications are performed.

1.18 Plant Material Removals and Replacement

Plant materials may require replacement due to safety, aesthetics, or damage. Plants may only be removed with the prior approval of the Manager. Replacements of plant materials shall be in keeping with the plant list or approved substitution and shall comply with the current "American Standard for Nursery Stock (ANSI Z60.1)". All plant material shall be no. 1 grade or better, in accordance with requirements of the American Standard. New plant material shall be covered with a one-year warranty from the date of installation. Color plants will need periodic or seasonal replacement or renewal.

1.19 Disposal

All removed plant material remains the property of the University and requires proper disposal. University dumpsters and land may not be used for disposal of grass clipping, or other waste or refuse. Proper disposal of debris shall be the responsibility of the Contractor in accordance with environmentally sensitive practices.

1.20 Irrigation

Irrigation scheduling, spring start up, and winterization shall be the responsibility of the University. The Contractor shall communicate any issues that may be detrimental to plant life such as insufficient water or over watering as the irrigation affects maintenance. Any repairs due to damage caused by the Contractor to the irrigation system or its components shall be the responsibility of the Contractor.

1.21 Vines

Vines may not be allowed to grow up vertical surfaces. Vines growing on buildings, fences, utilities, and trees shall be removed. Spraying vines with herbicide may be approved by the Manager in certain circumstances.

1.22 Lawn Aeration and Over-seeding

Lawn Aeration and over-seeding is not included in the general maintenance scope of the contract; however, UMBC may opt to request these services from the selected Contractor on a time & materials basis. In such an instance, the Contractor shall provide the equipment, operator, and labor for aeration and over-seeding on the main campus. For each coring, the Contractor shall traverse the field 3 to 4 times using 3/4" tines that remove soil cores. If these plugs are a physical nuisance or are unsightly, the Contractor shall allow the plugs to dry and then pulverize them with a chain drag or steel mat. Coring shall be accomplished in early spring just prior to adding additional seed, again in early summer, and immediately after events. Designated areas should be core aerated using the proper sized equipment. Zones will be determined by the Manager on a rotational basis and as needed after University events.

The work shall be performed in accordance with the following specifications:

- **Tine Sizing**: Tines shall create holes that are 3/4" diameter. Tines shall be side-eject type.
- **Coring Depth**: Coring shall be done to a minimum depth of 3 3/4". Exceptions will be made for areas with shallow subsurface rock, irrigation, and debris.
- **Equipment**: Aerators shall be cam-driven units with Turf Guards to prevent lifting of existing turf. Aerator shall have rollers to reduce scuffing in undulating areas.
- **Core Spacing**: The desired aeration hole spacing shall be a maximum of 3" x 3".
- Cores shall be pulverized and dragged.

- Turf Damage: Existing healthy turf damaged by Contractor shall be tamped down or repaired by Contractor.
- Broken Tines & Debris: All broken or bent tines shall be provided to the Manager at the end of the production day. Contractor will not be reimbursed for tines left in the soil.
- Safety: Contractor shall observe all necessary and prescribed safety and maintenance measures for the proper operation of equipment while performing work at the University.

1.23 Residential Life and Event Center Garden Bed Maintenance

In addition to the standard maintenance requirements, the selected Contractor shall provide labor and supervision for the garden beds and groundcovers in Work Zones B and C. In these Areas, all beds shall be maintained on a rotating weekly basis to be free of weeds and grass. Flowering plants shall be deadheaded, trimmed at the appropriate timing to promote healthy growth, and flowering in accordance to the plant's natural cycle.

1.24 Snow Removal

The selected Contractor shall furnish labor, equipment, and operators for snow removal services during the winter season as an on-call service, 24 hours a day, seven days a week beginning November 1st and ending March 30th. The Contractor shall provide labor and equipment to clear walkways, stairwells, interior roadways, and parking lots. Throughout the performance of snow removal services, the safety of all University and Contractor personnel and property is of the utmost priority at all times.

The Contractor shall provide service within two (2) hours after notification by the University, 7 days a week. Work shall be continuous until all shoveling, plowing, and hauling has been completed. It is the goal of the University to have all parking lots available for use by 7:00 a.m., Monday through Friday.

The Contractor shall meet on an annual basis with University representatives for a pre-season snow management meeting prior to the snow season to discuss the snow removal Contract performance in detail. At this meeting, the Contractor shall provide names, home phone numbers, and cell phone numbers of all personnel to be contacted by the Manager when snow removal services are required. At the same meeting, the University will also provide the Contractor with the names and phone numbers of designated snow coordination personnel. Any changes in University personnel will also be provided in writing to the Contractor, as needed, after the pre-season meeting.

The Manager shall make the initial plowing call-out when the Contractor's services are required and shall monitor the snow removal activities. The Contractor shall remove all snow from

parking areas and no snow shall be left within the parking area perimeter unless otherwise specified by the Manager. The Contractor shall be directed to haul and dispose of snow on campus by the Manager. Hauling shall occur only when it is determined necessary by the Manager. The Contractor is responsible to report any and all damage of property, both personal and University.

At the pre-season meeting, a campus parking map will be provided to give an overview of locations drawn to scale, and show total lots, number of stalls, relevant landmarks, light poles, parking meters, and other potential plowing obstacles.

Paved areas should be treated as soon as the snow or ice begins to accumulate. Plowing should not begin until 1" accumulation or plowable, and no roads should exceed accumulation of more than 3".

Calcium or other ice melting product shall be provided by the University to the Contractor for use on all walkways. Rock Salt shall also be provided by the University and shall be loaded from TRC or the SHA salt barn on Washington Blvd., as designated by Manager.

All entrance ways to the main campus and all lots shall be open to parkers by 7:00 a.m. Plowing shall be done according to the current University Plan, as provided by the University at the pre-season meeting. The shovel crew priority shall be determined by the Manager according to activities on campus. Normally, shovel crews will begin shoveling and treating walkways and stairways in areas most populated by students. All walkways shall be treated and cleared continuously as long as student activities are occurring.

The overall total number of personnel required for each event is dependent on the particulars of the snow event. The selected Contractor provide the necessary labor, operators, and equipment applicable to each snow event. The Contractor is prohibited from assigning the contract or subcontracting the work out without the University's permission.

The University anticipates that snow removal services shall be provided by the selected Contractor on a time & material basis, as needed. However, as part of the price proposal phase, the University is requesting the firms provide a price for these services based on a lump sum price per event based on the level of snow in the event. In this instance, the event is defined as one storm system that moves through the area, and the level will be as measured and published as the official amount at BWI Airport. The levels will be set at 2-4", 4-6", 6-8", 8-10", and 10-12". Once an event is recorded as having exceeded 12" at BWI, the compensation for the remainder of that event will be on a T & M basis. At the time of award, the University will determine the compensation method to be used for these services.

1.25 Work Hours and Schedules

Mowing operations shall be performed during the hours between dawn and dusk, Monday through Friday, including holidays. The selected Contractor shall present a monthly schedule for mowing two weeks prior to the start of the month. This schedule shall be approved in advance by the Manager. The mowing schedule presented by the selected Contractor is subject to change at any time by the Manager. Highly occupied areas will be scheduled at the Manager's discretion. Saturdays and Sundays may be used for make-up days due to weather, but the Contractor must receive the approval of the Manager prior to appearing on campus.

The University reserves the right to cancel any mowing or other maintenance operations that may interfere with the campus activities and events. Mowing and other maintenance operations are not permitted around any building when classes/meetings or other scheduled activities are in session without prior approval by the Manager.

The Contractor is to contact the Manager no less than twenty-four hours prior to commencement of any mowing operations on campus unless prior arrangements have been made. Failure to do so will result in non-payment of the mowed area.

Additionally, the start time of the mowing / maintenance operations in the residence areas will be determined by the Manager and mowing operations inside the daycare facility will depend upon the absence of children during outside play and inside naptime.

1.26 Personnel

The selected Contractor shall provide the Manager with a list of names of all persons who will be performing the services required under the Contract. The list shall include regular employees, backup employees, part-time employees, and supervisors. This list shall be continually updated and provided to the Manager, as necessary. All personnel shall be directly employed by the Contractor.

Workers are to be dressed in distinguishable uniforms with the company's logo on the shirt, and identification name badge. Any Contractor employee who reports for work without a uniform will not be able to work. The Contractor is responsible for the safety of the Contractor's employees in compliance with all Federal and State Regulations.

The Contractor is responsible for all actions of Contractor's employees while on campus. 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. 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.

Laborers assigned to a specific work area are to remain in the area unless instructed by the applicable supervisor to move to another assignment. Under no circumstance is a Contractor's employee allowed inside any residential facility. If a Contractor's employee is found inside a residential facility, the employee will be automatically dismissed and the Contractor may be found by the University to be in default of the Contract.

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.

1.27 Materials and Equipment

The Contractor shall furnish and maintain all required equipment to meet federal and local standards for emissions and noise reduction. All equipment shall be the type acceptable for commercial mowing and maintenance and of the type that is best suited for the operations being performed. Cutting blades shall be kept sharp to cut grass cleanly and efficiently. All mowing equipment shall be equipped with adjustable mowing heights. All riding lawnmowers shall be equipped with slow moving vehicle signs and operated at a safe speed. All Contractor equipment shall be equipped with proper safety devices, as prescribed by the original manufacturer, and such equipment shall satisfy all applicable OSHA regulations. Operators of equipment shall be trained and capable personnel who will not damage the turf, woody and herbaceous materials, hit other obstructions, abuse the equipment, or cut debris that increases littering.

Equipment shall be subject to inspection by the Manager at any time during the performance of the Contract. Any equipment found to be in poor mechanical or unsafe condition shall be immediately removed from operation and repaired prior to being returned to service. The Manager may direct that any equipment which is deemed to be not repairable, be permanently removed from the campus. The Manager may also direct that any equipment which is deemed unsuitable because the equipment is not the proper type to perform the operation be permanently removed from the campus. The Contractor shall provide standby equipment and supplies if necessary to maintain the maintenance schedule.

1.28 Parking and Access

The Contractor may park company vehicles near the work site as directed or mutually agreed by the Manager. All firm vehicles are required to clearly indicate the firm name on the outside of the vehicle. No parking for private cars will be available except as arranged by the Supervisor

prior to commencement of work with the Manager. The selected Contractor shall coordinate with the Manager to comply with all UMBC parking permit requirements.

The Manager shall provide the selected Contractor with the applicable access routes, entrance gates, and parking areas. The Contractor shall conduct all operations in strict observance of the access routes and other areas established, including any imposed time limitations.

1.29 Invoicing and Payment

Detailed invoices shall be submitted on a monthly basis to the Manager. Invoices shall include the following information:

- Date work was started and completed
- Area and Zones completed
- Contract number or applicable Purchase Order number
- Contractor's Federal Identification number
- The relevant rates for chemicals/fertilizers and rates applied

Payment will be made for each area completed satisfactorily. An area will be considered acceptable when:

- Trash and debris has been removed;
- The area has been completely mowed to a uniform height without scalping or unevenness;
- All trimming has been completed as specified;
- All visible trimmings have been removed from beds, turf and sidewalk areas; and
- All bed areas are weed free and trimmed according to specification.

Invoices containing charges for services not provided or otherwise inaccurate will not be accepted.

1.30 Period for Acceptance

The contract will begin with a trial period of performance of not less than thirty (30) consecutive calendar days. This period shall begin on the first fully operational day, which date shall be mutually agreed upon by the Contractor and the University. As the contract begins in the middle of spring activities, the selected firm shall review and accept the current conditions in place at the start of the contract.

During the acceptance period, the Contractor shall perform at a rate and level consistent with the University's required performance specifications. Failure to satisfy the performance specifications may result in the University determining that the Contractor is in default, and thus result in contract termination. If there is any dispute or discrepancy on acceptability of the Contractor's performance, decisions made by the University will prevail.

1.31 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
- Supervisor
- Work plan
- Unique qualifications
- References
- Required forms (affidavit and acknowledgement of addenda)

2.3 Title Page

The title page must be on company letterhead and should include the name and corporate 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 landscaping/turf maintenance 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 directly involved in providing landscaping services. Provide information about the length of time the firm has been providing landscaping services, as well as any other services that may be provided by the firm.
- 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 landscaping services. Detail the number of institutions that are public, private, four-year and two-year.
- Provide a list of client locations within a twenty five (25) 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 landscaping 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 landscaping 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 must have all necessary current business licenses issued by the State of Maryland, including commercial pesticide applicator license. Proper licensing and insurance documentation shall be attached to the proposal.

2.5 Supervisor

The University believes that the supervision is one of the most important aspects to ensure the success of this contract. Provide resume of the proposed supervisor showing relevant experience

and expertise. Discuss the relevant experience of this person and the applicability to the University's environment. Include the Supervisor's educational background and applicable certification information.

By submitting the name for consideration as the supervisor, 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.

2.6 Work Plan

Indicate the work plan that would be implemented to meet the performance requirements of the contract. Include all sustainable practices that will be used by your firm. The inclusion of efficient nutrient management programming and alternative fuel use will receive higher consideration in the evaluation process.

2.7 Unique Qualifications

Highlight any specific qualifications that would make your firm uniquely qualified to provide landscaping 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.

2.8 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. Detail shall also be provided as to the types of landscaping services that are performed for the client. 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 Supervisor 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 and Site Visit

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. An on-campus site visit is not scheduled as part of the pre-proposal conference. Firms may conduct their own individual visits to areas of interest at another time. All firms that visit the campus are required to comply with University COVID-19 requirements. After the technical proposal, the University may elect to conduct an on-campus site visit with short listed firms prior to submission of price proposals.

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:

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:

<https://www.marylandtaxes.gov/divisions/gad/eft-program.php>

4.20 Minority Business Enterprise Notice

An MBE goal is not established for this procurement. However, State-certified Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation. Minority participation is very important to UMBC and to the State of Maryland.

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.

RFP NO.: BC-21217-M

RFP FOR: LANDSCAPING SERVICES

TECHNICAL PROPOSAL DUE DATE: February 25, 2021 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.

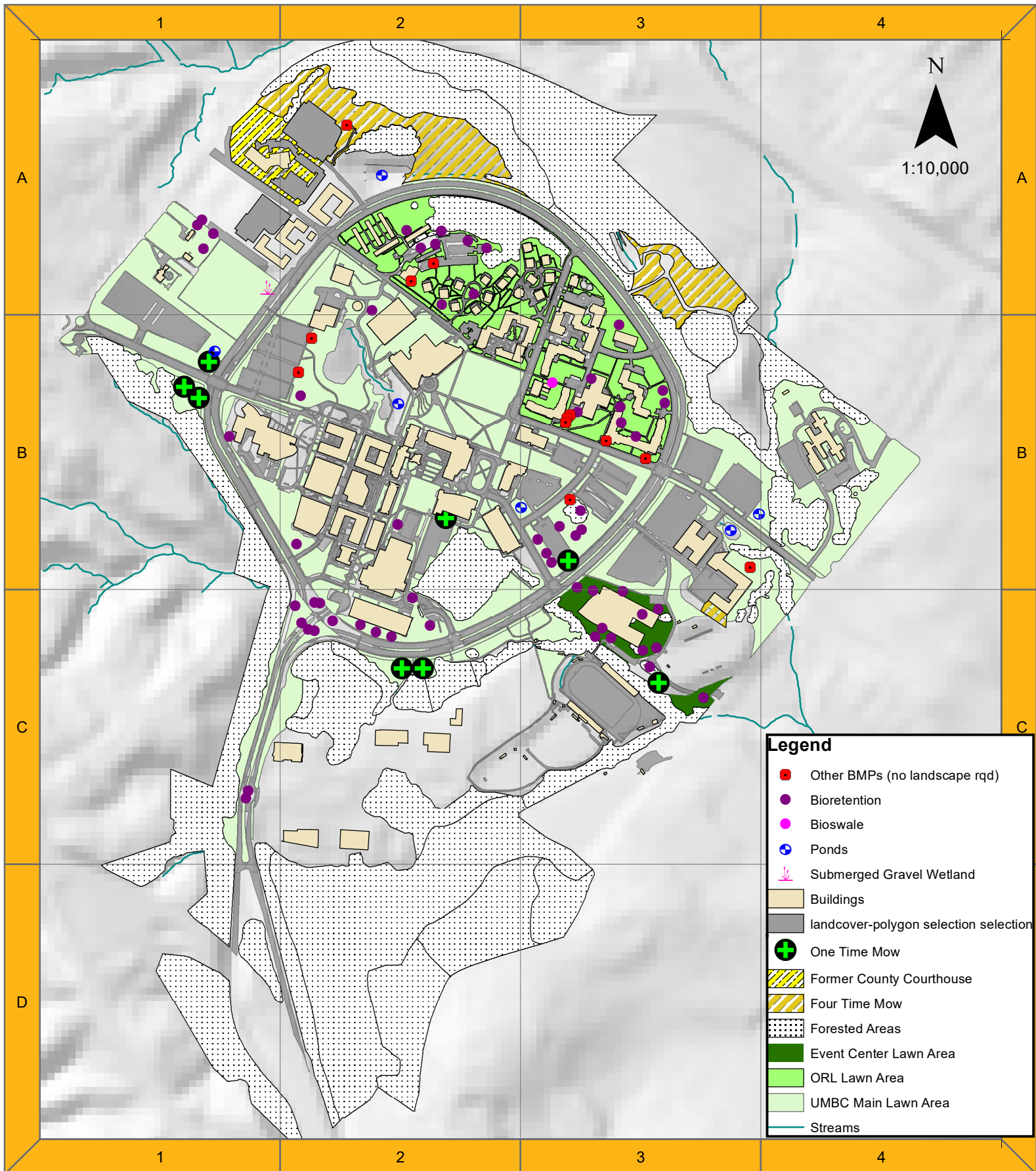
I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

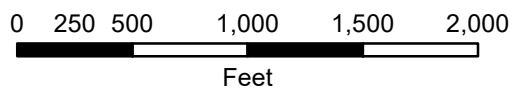
By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT A



Estimated Acreage of Areas
 Main Lawns: 111
 ORL Lawns: 20
 Event Center Lawns: 7
 Four Time Mow Areas: 15
 One Time Mow Areas: 8



Data Credits:
 UMBC FM: Forested Areas, Lawns, Stormwater, and Buildings
 MD GIS: Streams and DEM
 UMBC Grounds: Low Mows and Courthouse

UMBC
1000 Hilltop Circle
Baltimore, MD 21250
Landscaping Areas Map
December 2020

ATTACHMENT B

Price Proposal Form

RFP NO.: BC-21217-M
PRICE PROPOSAL DUE: MONDAY, MARCH 29, 2021 at 11:59 P.M.
PROPOSAL FOR: LANDSCAPE SERVICES

PROPOSER: _____
Federal Identification Number: _____

PRICE PROPOSAL

DATE _____

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

Dear Ms. Moss:

The undersigned hereby submits the Price Proposal as set forth in RFP #BC-21217-M dated 02/01/21 and the following subsequent addenda:

Addendum _____ dated _____
Addendum _____ dated _____
Addendum _____ dated _____

By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of the RFP including any issued addenda. Having received clarification on all matters upon which any doubt arose, the undersigned proposes to complete the work as described in the RFP and subsequent Addenda as noted above.

The pricing provided in the following Sections is to include all of the Contractor's costs to perform the services (i.e. overhead, profit, etc.). No additional compensation will be applicable for these services, unless **additional** services are requested by the University which are outside of the scope of services specified within this RFP document.

The Contractor's Proposal may be accepted in whole or part. It is the intent of the University to award most or all of the requested work as one contract. Individual zone costs are for the benefit of the University to allocate costs across differing fund sources. The evaluation of the Price Proposal will be based on the total price for Section 1, as well as the evaluated price of Section 2. The pricing requested in Section 3 will be used in the event that the University has unscheduled or extra work that is needed; these prices will be included in the price evaluation through the use of sample projects, and will be incorporated into the awarded contract.

RFP NO.:
 PRICE PROPOSAL DUE:
 PROPOSAL FOR:

BC-21217-M
 MONDAY, MARCH 29, 2021 at 11:59 P.M.
 LANDSCAPE SERVICES

SECTION 1

Service	Work Zone A	Work Zone B	Work Zone C	Frequency		Total Yearly Cost
Mowing (Invoiced Monthly)				x 12	=	
Garden Bed Maintenance (Invoiced Monthly)	X			x 12	=	
Leaf Removal (Invoiced per Occurrence)				x4	=	
Mulching (Invoiced per Occurrence)				x2	=	
Utility Yards/ Swale Maintenance (Invoiced per Occurrence)				x2	=	
Bio-retention/Storm Water Management (Invoiced per Occurrence)				x1	=	
Turf Fertilization/Weed Control (Invoiced per Occurrence)				x2	=	
Total Annual Cost						

Service	Work Zone A	Work Zone B	Work Zone C
Mowing, trimming and edging (Unit Price per one complete occurrence in entire area)			

Aeration service per acre x1 \$ _____

Satellite Parking Area: mowing of hills and sediment;
 enclosures around satellite parking area x1 \$ _____

RFP NO.: BC-21217-M
 PRICE PROPOSAL DUE: MONDAY, MARCH 29, 2021 at 11:59 P.M.
 PROPOSAL FOR: LANDSCAPE SERVICES

SECTION 2 – Snow Removal

***Note:** Proposer should use as many lines as necessary to list equipment even if on a separate page

T&M pricing

*Item #	Description	Quantity	Cost/hr
1	Labor/shovel		
2	Equipment/Operator		
3			
4			
5			
6			
7			
8			

Lump Sum Price per Event based on the official amount published at BWI airport

Event Category	Lump Sum price
2” – 4”	\$
4” – 6”	\$
6” – 8”	\$
8” – 10”	\$
10” – 12”	\$

SECTION 3 – Unscheduled/Extra Work Rates

The Contractor is to furnish hourly rates for unscheduled landscape maintenance work, in accordance with the following specifications and provisions.

All unscheduled work shall have prior authorization of UMBC. Unscheduled work is requested on an as-needed basis and the Contractor is not guaranteed all such work in areas where Contractor is currently providing landscaping services to the University.

The amount of time each unscheduled job may take is subject to negotiation with the University. The rates proposed below will be a major determinant in whether unscheduled work will be furnished by the Contractor providing contract services in the same area.

RFP NO.: BC-21217-M
PRICE PROPOSAL DUE: MONDAY, MARCH 29, 2021 at 11:59 P.M.
PROPOSAL FOR: LANDSCAPE SERVICES

Cost per labor man hour = \$ _____

Cost per supervisor per hour = \$ _____

Mark-Up % on Materials = _____ %

Fees for materials shall include Contractors lowest / best purchase price and markup.

The hourly crew rate provided shall include all Contractor costs for wages, insurance, overhead equipment and profit.

We understand that by submitting a proposal we are agreeing to all of the terms and conditions included in the RFP documents. We understand that the evaluation and subsequent final ranking of proposals will be in accordance with the RFP documents.

We understand that the University reserves the right to award a contract (or contracts) for all items, or any parts thereof, as set forth in detail under the information furnished in the RFP document.

We further confirm that the Supervisor named within our Technical Proposal will be assigned to the University for the duration of this contract.

The undersigned hereby certifies that he/she is a duly authorized officer of the Proposing Firm and can bind the Proposer to the prices quoted herein.

Firm Name

Authorized Signature

Print Name

Title

END OF PRICE PROPOSAL FORM