



REQUEST FOR PROPOSAL

ORGANIC COLLECTIONS –

COMPOSTING

RFP NUMBER: BC-21339-J

ISSUED: SEPTEMBER 13, 2023

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:

Campus Card and Mail Services/Facilities Management
University of Maryland, Baltimore County
1000 Hilltop Circle
Baltimore, MD 21250

**ORGANIC COLLECTIONS - COMPOSTING
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ORGANIC COLLECTIONS - COMPOSTING
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SECTION I: SUMMARY INFORMATION

A. OBJECTIVE

The University of Maryland, Baltimore County (UMBC), a constituent institution of the University System of Maryland, an agency of the State of Maryland (herein referred to as the “University” or “UMBC”) intends to contract for labor, supervision, transportation, equipment and material to for recycling of organic materials at the University of Maryland, Baltimore County and Towson University (“Towson”).

B. SUMMARY STATEMENT

The University of Maryland Baltimore County (UMBC) is a dynamic public research university integrating teaching, research, and service to benefit the citizens of Maryland. As an Honors University, the campus offers academically talented students a strong undergraduate liberal arts foundation that prepares them for graduate and professional study, entry into the workforce, and community service and leadership.

The 500-acre campus near Baltimore-Washington International Airport has a budget of approximately \$300 million and has a full-time instructional faculty of about 1,920 members. UMBC is a member of the University System of Maryland and is accredited by the Middle States Association of Colleges and Secondary Schools.

Additional information about UMBC can be found on the University’s website, which is <http://www.umbc.edu>.

C. ISSUING OFFICE

Rob Johnson
University of Maryland Baltimore County
Department of Procurement
Administration Building, Room732,
1000 Hilltop Circle
Baltimore, MD 21250
Voice: (410) -455-3945
E-mail: rjohns12@umbc.edu

The sole point of contact in the University for purposes of this RFP is Rob Johnson. Any questions with regard to any aspect of this proposal must be directed to Rob Johnson in writing. From the release of this RFP until a proposal is selected and the Contract is executed, Proposers may not communicate with any other University staff concerning this solicitation except as set forth below in Section 1.13 – Questions and Inquiries. If a Proposer engages in any unauthorized communication, it may be grounds for rejection of the proposal.

D. PROPOSAL CLOSING DATE

One (1) original, one (1) electronic copy plus two (2) copies for a total of 4 copies of

Technical Proposals must arrive at the Issuing Office in a sealed envelope or be uploaded to Box at Technic.rjtdponpzq1gxco3@u.box.com : by **Friday, October 6, 2023** in order to be considered. Proposers are requested to clearly mark the original copy as such. Late proposals will not be considered.

Late Proposals will not be opened or considered. Proposals will be opened in accordance with the provisions of the University System of Maryland Procurement Policies & Procedures. There will be no public proposal opening of either the technical or financial proposals. **All proposals and accompanying materials become the property of the University and will not be returned.** In those instances where a Proposer is deemed to be “not reasonably susceptible of award” during the Technical Evaluation, only the Financial Proposals shall be returned unopened.

NOTE: All UMBC mail goes through the UMBC mailroom, so please allow sufficient time for the mail distribution. A mailed (via US Post Office) proposal is not considered "received" until the document reaches the above room at UMBC. Proposals delivered to the campus central mail facility or to locations other than Room 729 in the UMBC Administration Building will not be considered "received" by UMBC until they arrive at Room 729 in the Administration Building and are clocked in. The University will not waive delay in delivery resulting from the need to transport a proposal from another campus location to Room 729, or error or delay on the part of the carrier.

Proposers are advised that a proposal is not considered "received" until it is delivered to the specific location; that is, a proposal must either be received electronically in the UMBC BOX, [Technical e-mail addresses (*are different and*) are provided in Section 3 -Article-2 and Article-3 respectively] or physically in Room 729 by the due date in order to be considered. Proposers must allow sufficient time, therefore, to ensure that their proposal is "received" in accordance with this paragraph.

E. DELIVERY OF PROPOSALS

Proposals must be delivered to Box: Technic.rjtdponpzq1gxco3@u.box.com or to:
 University of Maryland Baltimore County
 Department of Procurement
 1000 Hilltop Circle, Administration Building, Room 729
 Baltimore, MD 21250
 Attention: Rob Johnson

F. PRE-PROPOSAL MEETING

There will not be a Pre-Proposal Meeting held in conjunction with the RFP.

G. QUESTIONS AND INQUIRIES

All questions and inquiries must be submitted in writing and must be directed to the individual referenced with the Issuing Office above. All such questions and inquiries must be received no later than **Wednesday, September 27, 2023**. No questions or inquiries will be accepted after the deadline for Questions and Inquiries. Inquiries will receive a written reply and copies of replies will also be sent to all other known Proposers, but without identification of the inquirer. Failure to request clarifications prior to the date and time for submission of proposals will NOT be a waiver of any claim by the Proposer for expenses made

necessary by reason of later interpretation of the contract documents and will bind the Proposer to the University's interpretation.

H. DURATION OF PROPOSAL OFFER

Proposals are to be held valid for 120 days following the closing date for this RFP. This period may be extended by mutual agreement between the vendor and the University.

I. TERM OF CONTRACT

The contract shall be for an initial period of one (1) year beginning approximately December 1, 2023 and ending December 31, 2024. The University shall have the option to renew the contract for four (4) additional one-year terms, said option(s) to be exercised at the sole discretion of the University.

For a multi-year contract or any contract where pricing adjustments may be contemplated during the contract term or subsequent optional extensions terms (unless otherwise stated that price changes will *not* be permitted), it will be the responsibility of the contractor to request a price increase, if any, at least ninety (90) days prior to the end of the then-current contract term. Any price increase request *not* received by that time will not be considered and pricing in the renewal term will remain as stated during the just completed contract term. A price increase, if any, shall not exceed the consumer price index for "All Urban Consumers" as published by the U.S. Department of Labor Statistics for the month of May, or 2% whichever is less. For example, if the contract term ends **December 31, 2024**, the price index for the period ending July, 2023 will be used. Statistics will be referenced as a *cap* for negotiating purposes only. The contractor is not to assume that any price increase will be applied to yearly renewals.

J. EVALUATION OF OFFERS

A contract award will be made to one (1) responsible proposer whose proposal best meets the needs of the University as determined by the Procurement Officer. All proposals will be evaluated by a University evaluation committee. After considering the factors set forth in this RFP, the committee will make recommendations for the award of the contract to the vendor whose proposal is/are determined to be the most advantageous to the University.

K. 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, to negotiate in any manner necessary to best serve the 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. Proposers judged by the procurement officer not to be responsible or proposers whose proposals are classified as not reasonably susceptible of being selected for award shall be so notified. The University reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.

L. FORMATION OF AGREEMENT/CONTRACT OR ISSUANCE OF PURCHASE ORDER

The Contract to be entered into as a result of this RFP (the “Contract”) shall be by and between the proposer as contractor and the University in the form of a University Contract and shall contain the provisions included herein as Appendix C (Service Contract), as well as, any additional terms required by UMBC or the State of Maryland. By submitting an offer, the Contractor warrants that they have reviewed Appendix C (Service Contract) and will execute a contract on that form upon request by UMBC. Proposers must understand and acknowledge that UMBC, as an agency of the State of Maryland, cannot indemnify the Contractor, submit to binding arbitration, or agree to pay the Contractor’s attorney’s fee. The Contract to be entered into as a result of this RFP (the “Contract”) shall be by and between the Proposer as contractor and the University and shall consist of (1) the terms, conditions and specifications of this RFP and any appendices, amendments, additions or changes thereto; (2) the Standard Contract found in Appendix C, and (3) the Proposer’s response to the RFP and any amendments or changes thereto.

M. ORDER OF PRECEDENCE

The contract between the parties will be embodied in the contract documents, which will consist of those items named in “L” above, listed in their order of precedence. Modifications to the Order of Precedence of those items will not be accepted in order to protect the University against obscure, unrecognized conflicts between the solicitation and a Proposer’s proposal. In the event of a conflict, the terms of the University Contract shall prevail.

N. PROPOSAL AFFIDAVIT AND CERTIFICATIONS

State procurement regulations require that proposals contain certifications regarding non-collusion, debarment, cost and price, etc. The affidavit form, which should be completed by all respondents and returned with their respective responses, is included in **Appendix A** of the RFP.

O. PIGGYBACK CLAUSE

UMBC is a member of the University System of Maryland (“USM”) and as such, UMBC reserves the right to extend the terms, conditions, and prices of this contract to other institutions of the USM must any of those institutions express an interest in participating in any contract that results from this solicitation. Furthermore, on occasion, other State educational institutions (e.g., St. Mary’s College, Morgan State University, and Baltimore City Community College) may desire to take advantage of this contract. Each of the piggyback institutions will issue their own purchasing documents. UMBC assumes no obligation on behalf of the piggyback institutions. Proposers must set forth their willingness and ability to extend this contract and the terms, conditions and prices stated herein to these other institutions.

END OF SECTION I

ORGANIC COLLECTIONS - COMPOSTING
RFP # BC-21339-J
SECTION II: GENERAL INFORMATION FOR VENDORS

A. PURPOSE

The overall purpose of this RFP is to provide all labor, supervision, transportation, equipment and material to for recycling of organic materials at the University of Maryland, Baltimore County and Towson University. Proposals will be received for the organic collection and composting specified herein or attached hereto under the terms, conditions and general specifications of this proposal.

Proposers may submit a proposal inclusive of all categories to be printed and /or mailed, or one or more categories, however, only one (1) proposal per firm shall be submitted.

B. GENERAL INFORMATION FOR VENDORS

1. Proposals must be made in the official name of the firm or individual under whom business is conducted (showing official business address) and must be signed by a duly authorized person.
2. Each proposer must furnish all information required by the proposal request. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent of the corporation must be accompanied by evidence of their authority.
3. This Request for Proposals creates no obligation on the part of the University to award the contract or to compensate proposers for proposal preparation expenses.
5. The University reserves the right to award a contract based upon the proposals received without further negotiations. Vendors should therefore not rely on having a chance during negotiations to change their offer.
6. Before the award of a contract, UMBC may require the proposer to submit evidence of any information related to the financial, technical, and other qualifications and abilities of the proposer.

C. ADDENDA TO THE RFP

Any additional information not addressed in this RFP in response to an inquiry received by the Procurement Officer will be answered in writing as an addendum to the RFP. Copies of the addenda will be posted to the eBid Board at: <https://procurement.umbc.edu/bid-board/> **It is the responsibility of the vendor to check the website frequently until the opening date for addendums, amendments and changes.** Reasonable efforts will be made to avoid the identification of Proposers in any addenda. For purposes of this RFP, there shall be no other communication between UMBC and Proposers other than as described in this paragraph.

RECEIPT OF THE ADDENDA, AMENDMENT AND/OR CHANGE ISSUED MUST BE ACKNOWLEDGED IN WRITING BY PROSPECTIVE PROPOSERS AND EACH INCLUDED IN THE TECHNICAL PROPOSAL. **An “Acknowledgement of the Receipt” Form (found in Appendix A) for all amendments, addenda, and changes issued shall be required from all vendors submitting a proposal.**

D. CANCELLATION OF THE RFP

The University may cancel this RFP, in whole or in part, at any time.

E. ORAL PRESENTATION

Vendors who submit proposals may be required to make individual presentations to University representatives in order to discuss their proposals.

F. INCURRED EXPENSES

The University will not be responsible for any costs incurred by any vendor in preparing and submitting a proposal, delivery of or return of representative samples (if applicable).

G. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the vendor’s offer to meet the requirements of the RFP.

H. ACCEPTANCE OF TERMS AND CONDITIONS

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

I. PROCUREMENT REGULATIONS

This RFP and any resulting contract shall be governed by the USM Procurement Policies and Procedures and the State Finance and Procurement Article of the Annotated Code of Maryland and by State Procurement Regulations, Code of Maryland Regulations Title 21, as applicable.

J. MULTIPLE PROPOSALS

Vendors may not submit more than one proposal.

K. ALTERNATE SOLUTION PROPOSALS

Vendors may not submit an alternate to the solution given in this RFP.

L. TELEGRAPHIC/FACSIMILE PROPOSAL MODIFICATIONS

Vendors may modify their proposals by telegraphic or facsimile communication at any time prior to the due date and time set to receive proposals provided such communication is received by the University prior to such time and, provided further, the University is satisfied that a written confirmation of the modification with the signature of the proposer was mailed prior to the time and date set to receive proposals. The communication should not reveal the proposal price but should provide the addition or subtraction or other modification so that the final prices, percent or terms will not be known to the University until the sealed proposal is opened. If written confirmation is not received within two (2) days from the scheduled proposal opening time, no consideration will be given to the modification communication. No telephone, telegraphic, or facsimile price proposals will be accepted.

M. CONTRACTOR RESPONSIBILITIES

The University shall enter into contractual agreement with the selected offering vendor(s) only. The selected vendor(s) shall be responsible for all products and/or services required by this RFP. Subcontractors, if any, shall be identified and a complete description of their role relative to the proposal shall be included. The University's intent is not to direct the use of any particular vendor, however, the vendor will not contract with any such proposed person or entity to whom the University has a reasonable objection. Notification of such objection will be made by the University within 15 days of contract. The vendor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them.

N. PUBLIC INFORMATION ACT

Proposers must specifically identify those portions of their proposals, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the University under the Public Information Act, Part III, Title 10, State Government Article, Annotated Code of Maryland.

Vendors must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret (it IS NOT sufficient to preface your proposal with a proprietary statement). Failure to comply may result in rejection of your proposal.

O. MINORITY BUSINESS ENTERPRISE NOTICES

State-certified Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation.

P. ARREARAGES

By submitting a response to this solicitation, a vendor 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.

Q. TAXES

The UMBC is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes, except as noted in applicable sections of COMAR. Exemption Certificates shall be provided upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, Contractor shall pay the Maryland Sales tax and the exemption does not apply.

R. RFP RESPONSE MATERIALS

All written materials submitted in response to this RFP become the property of the University and may be appended to any formal documentation, which would further define or expand the contractual relationship between the University and the successful vendor(s).

S. PROPOSAL SECURITY - NOT APPLICABLE

T. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Unsuccessful proposers may request a debriefing. If the proposer chooses to do so, the request must be submitted in writing to the Procurement Officer within ten days after the proposer knew, or should have known its proposal was unsuccessful. Debriefings shall be limited to discussion of the specific proposer's proposal only and not include a discussion of a competing proposer's proposal. Debriefings shall be conducted at the earliest feasible time.

The debriefing may include information on areas in which the unsuccessful proposer's proposal was deemed weak or insufficient. The debriefing may NOT include discussion or dissemination of the thoughts, notes or ranking from an individual evaluation committee member. A summarization of the procurement officer's rationale for the selection may be given.

U. MARYLAND PUBLIC ETHICS LAW, TITLE 15

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, State Government Article, SS 15-502.

If the Proposer has any questions concerning application of the State Ethics law to the bidder/proposer's participation in this procurement, it is incumbent upon the bidder/proposer to see advice from the State Ethics Commission; Office of the Executive Director, 9 State Circle, Suite 200, Annapolis, MD 21401, 410-974-2068 or toll free 1-877-669-6085.

The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the bidder/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.

- V. **Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, ("HIPAA") and Maryland Confidentiality of Medical Records Act (Annotated Code of Maryland, Health – General Article '4-301 et seq. ("the Act"). – NOT APPLICABLE**

W. **JOINT VENTURE PROPOSERS**

If the Proposer is a joint venture firm, the Proposer must provide all identification information for all parties and all requirements for all parties (i.e., licenses, insurance, etc.) as requested. As part of the initial technical proposal submission, the proposer must identify the percentage partnership for each joint venture party, the responsibilities of each joint venture party with respect to the scope of services/work inclusive of the requirements for each entity based on such services as described in this RFP document.

NOTE All joint venture parties will be held responsible for the contract obligations jointly and severally.

X. **PAYMENTS BY ELECTRONIC FUNDS TRANSFER**

By submitting a response to this solicitation, the Proposer agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds ("EFT") Registration Request Form. Any request for exemption shall be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and shall include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form can be downloaded at: <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>

END OF SECTION II

ORGANIC COLLECTIONS - COMPOSTING
RFP# BC-21339-J
SECTION III

TECHNICAL REQUIREMENTS & SPECIFICATIONS

A. BACKGROUND

UMBC began its organic collection as a pilot program to collect food waste generated at one dining hall. The favorable results from the pilot in landfill waste diversion and environmental benefits led the University to expand the program to all primary dining facility locations campus wide. The program was improved beyond just food-waste generated by the dining halls with the introduction of compostable packaging materials and serve ware. Compostable waste is now collected from both the generator and from the end-user. Compostable packaging shall be rolled-out to all campus dining locations in the near future, greatly increasing our waste generation and need for timely and cost effective collection for composting off-site.

The specifications includes some of the projects, however, there may be additional items added as the need arises.

B. SCOPE OF WORK

The Contractor shall supply all necessary labor, supervision, transportation, equipment and material to provide recycling of organic materials as described in these specifications. Equipment and services shall be in place within two weeks of award unless otherwise approved by the University.

1. Materials to be collected:

- a. Food residuals such as meat, bones, dairy, fish, poultry, vegetables, produce and herbs, breads, grains, pastas, and other food materials.
- b. Manufactured organic, such as approved compostable packaging, including but not limited to bags, utensils, plates, cups, bowls, soiled paper products, waxed paper products, and waxed cardboard.
- c. Grass clippings, floral and tree trimmings and leaves shall be included in the organic collected if instructed by the University.
- d. Any other materials deemed acceptable by the approved composting facility.

2. Compost Generation:

- a. All organic collected shall be processed into usable compost (i.e. the same compost generated by the management site/disposal facility) for use by the University.

C. SPECIFICATIONS

The successful contractor must meet the following mandatory requirements.

1. Collection Sites:

Materials shall be collected at each of the primary dining hall and retail food locations on the Towson University campus including: Newell Dining Hall, University Union, Glen Dining Hall, Administration Café, ~~and~~ West Village Commons, and Towson Center, ~~Doek~~ and at the True Grits Dining Hall, Commons, and University Center at the University of Maryland, Baltimore County. Note: Additional sites may be added or deleted during the term of the contract in accordance with established contract pricing at the time of the change.

Currently UMBC has a ten-month term, with a reduced summer collection schedule in June or July. Therefore, while the contract for UMBC shall be on an annual basis, there may be no collection service required during those two months. Historically, Towson University has also had reduced service in certain locations over the summer months.

2. Collection Containers:

- a. Containers shall be new or like new at the start of service. Containers shall be painted green to indicate the contents are recyclable materials. The containers shall be clearly marked to indicate they are for the collection of “Compost – organic + Food Waste Only”.
- b. Container sizes shall be appropriate for the amount of compostable waste generated at each site, and could vary from 2 cubic yards to 4 cubic yards. All containers shall have a lid that can be sealed to contain/limit ambient odors and avoid vermin and vector pests at each location. The container(s) shall be located in the loading dock area of each building. 32 gallon and/or 64 gallon totes could be used if conditions indicate. Containers shall be leak-proof and pick-up vehicles shall be maintained so they do not leak excessive amounts of fluids. All maintenance of and repairs to containers shall be the responsibility of the Contractor.
- c. The Contractor’s operators shall be responsible for the cleanup of all spillage that may occur in the course of making a pickup.
- d. The Contractor shall clean/deodorize the containers and provide pest control as needed and as requested by the University to keep the collection sites as odor and pest-free as possible. Note: cleaning should be done a minimum of two times (2x) per year at each location.

3. Number of containers and Collection Frequency:

- a. The Contractor shall supply the minimum number of containers of appropriate size to minimize cost and to establish a collection frequency appropriate to handle the amount of waste generated at each location.
- b. Schedules shall be adjusted through the term of this contract to accommodate both increased waste and decreases due to holidays, winter, spring and summer breaks.
- c. Containers at any location shall be eliminated, changed in size, pickup frequency, or type to meet the needs of the University and specific locations during the term of this contract.
- d. The Contractor shall contact the University in the event a pickup cannot be performed due to a location being blocked.
- e. Container relocation, if requested by the University, shall be at no additional cost.

4. General Information and Requirements

- a. Initial Container Requirements for Each Location:

At the start of the contract, it is anticipated that the University shall require the following capacity at each location. Substitutions that meet the location need will be considered.

1. Towson University:

Collection shall be 2 times per week on Monday and Thursdays except for West Village Commons and Glen Dining Hall which will require 4 pickups per week on Tuesday, Wednesday, Thursday and Friday.

Pick-ups must be completed by 7 a.m. Should the University receive any noise complaints then the time may be adjusted.

- Towson University: Collection frequency at start of contract is *as noted below*:
- Newell Dining Hall: Two – 2cyd containers anticipated (*2/week pickup*)
- University Union: Four - 3cyd containers (*2/week pickup*)
- Glen Dining Hall: One - 2cyd container (*4/week pickup*)
- Administration Building Café: One – 2cyd container (*2/week pickup*)
- West Village Commons: *Ten 64 gallon toters - (4/week pickup)*
- Towson Center Dock: One – 2cyd container (*2/week pickup*)

Note: Towson University will have months of reduced or suspended service primarily in January, June, July and August during these breaks in the academic year.

Some locations will require that service only be reduced during these times if Conference, Housing or events still require support.

2. University of Maryland, Baltimore County:

Collection shall be 2 times per week on Monday and Thursdays between the hours of 7:00 a.m. – 2:00 p.m., with the option to increase to 3X per week

- True Grits Dining Hall: Two (2) - 2-cubic yard containers
- Commons: One (1) - 4-cubic yard container
- University Center: One (1) – 2-cubic yard container

UMBC will operate a reduced summer schedule of service in July and August.

Note: Towson University and UMBC are closed the week between Christmas and New Year, so no services are applicable this week.

b. Response Time

The Contractor shall respond to, and complete requests, for extra pickups for overflow or special situations within twenty-four hours.

c. Employee Identification

Contractor personnel performing pickups shall be uniformed or have visible identification indicating they are an employee of the Contractor.

d. Organic Recycling Facility

The Contractor shall transport all collected materials to the organic recycling facility designated by the University. Currently, all materials are processed at *Western Branch Yard Waste Composting Facility*. The hauler shall assist the University in securing a new composting site if the current site is not accessible.

e. Collection History

During the 2022-2023 academic year (August 2022 through May 2023), the following amounts were collected at established locations:

<u>Towson University</u>		<u>UMBC</u>	
Newell Dining:	20.14 tons	True Grits:	6.9 tons
University Union:	25.08 tons	Commons:	5.73 tons
Glen Dining:	25.09 tons		
Administration Café:	6.12 tons		
West Village Commons:	73.57 tons		

f. Program Modifications

It is anticipated that Towson University and UMBC will see a fluctuation in compostable waste generation during the term of this contract. It will be necessary to adjust container sizing and service frequency to meet campus needs.

g. Weights and Documentation – Reporting Requirements

All material collected shall be weighed and documented for each individual location, for each pickup. Weight documentation, including weekly, monthly, quarterly and year-to-date information shall be provided to the specified University representatives on at least a monthly basis. Access to on-line material collection information and copies of weight tickets is strongly preferred. The hauler shall make every attempt to provide accurate, site-specific weight information. A description of the method of weighing materials must be provided. The Contractor will also include pick-up dates and pick-up times on invoices, or include supplemental documentation confirming these data points along with each invoice.

h. Quality of Waste Collected

The Contractor shall provide both University's consistent feedback on the quality/acceptability collected organic. The Contractor shall inform the University of any concerns regarding the quality of, or contamination of, the waste stream.

The Contractor shall work with the University to implement best practices in order to meet the needs of the University, and requirements of composting facilities.

i. Education and Training

The Contractor shall be the conduit between each University and the disposal facility to confirm the acceptability of materials being collected at the University.

At the start of the contract, at the start of each semester, and as requested by the University, the Contractor shall provide training materials and on-site training to Dining Services and designated Housekeeping personnel. Training shall include best practices in the collection of compostable waste.

j. Annual Environmental Impact

The Contractor shall provide an annual environmental impact report including GHG emissions from transportation vs. GHG emissions avoided for diversion of organics (raw data and equivocal comparisons)

k. Other Reporting Requirements

The Contractor shall provide details regarding hauling vehicles (i.e. number, size, age, style, fuel source) including any timeline(s) for converting to electric or other alternative fuel sourcing including any information or way to relate pricing to fluctuating fuel costs if there are significant cost increases during the initial contract term.

Additionally, line-item costs for campus-wide and individual site waste audits and a written description of hauling practice and weight data collection per location, monthly and ticket information from disposal location per load, and an itemized hauling and weight details with billing, including date and time of pickup per location shall be provided.

l. Rejected Loads

Should a load of material from the University be rejected, the rejected load shall be photo-documented, complete with a detailed written explanation of the reason.

Written detailed explanation is to be sent to:

Towson University:

Patricia Watson: pwatson@towson.edu / 410-704-3550

Tracey Rusnak: trusnak@towson.edu / 410-704-3550

UMBC:

Sandy Mowbray: mowbray@umbc.edu / 410-455-2266

Drew Belcher: wbelcher@umbc.edu / 410-455-1234

m. Invoicing

Invoices shall be sent to:

Towson University: Towson University, Accounts Payable Department, 8000 York Road, Towson, MD 21252 or email: stratusapinvoices@towson.edu.

University of Maryland, Baltimore County, Campus Card and Mail Services, University Center Rm 112, 1000 Hilltop Circle Baltimore, MD 21250 or email: wbelcher@umbc.edu.

n. Invoices shall be submitted monthly and shall include the following:

- Purchase Order number
- Dates of service
- Location of service
- Tonnage collected at each serviced location
- Federal Tax ID number

D. INSURANCE

The successful vendor will be required to document proof of insurance for Commercial General Liability, Worker's Compensation, Automobile insurance, and Errors and

Omissions. The University of Maryland Baltimore County and the State of Maryland are to be named as an "additional insured" on all but Worker's Compensation.

NOTE: INSURANCE MUST BE ON A PRIMARY BASIS. CONTRACTUAL REQUIREMENTS MUST BE CLEARLY INDICATED ON CERTIFICATE OR BY ENDORSEMENTS.

1. The following conditions for insurance must be met by the Vendor:

- a. The Contractor shall not start work under this contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance 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.
- b. The Contractor shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, Workers Compensation, and Errors and Omissions in the same manner, including the additional insured requirements in paragraph e. below, i.e., as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the University immediately upon request.
- c. All insurance policies required hereunder 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".
- d. No acceptance and/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
- e. NAMED ADDITIONAL INSURED - The University of Maryland Baltimore County and the State of Maryland (including their elected or appointed officials, agents and employees) are to be named as additional insured under all coverage **except Workers Compensation**, and the certificates of insurance (or the certified policies, if requested), must so indicate through inclusion of appropriate endorsement. **Coverage afforded under this paragraph shall be primary to any other insurance of self-insurance,**

whether or not such other insurance or self-insurance is stated as primary, excess or contingent, as respects the above additional insured, their elected and appointed officials, agents and employees.

- f. Insurance coverage required in these specifications 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.
- g. Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering service exclusion that would preclude University of Maryland Baltimore County or participation institutions from supervising or inspecting the operations of the contractors as the end result.
- h. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of agents or subcontractors and anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

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.

- i. All required insurance coverage must be acquired from insurers allowed to do business in the State of Maryland and acceptable to University of Maryland Baltimore County. The insurers must have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.
 - j. The University of Maryland Baltimore County will consider deductibles or self-insured retention as part of its review of the financial stability of the proposer. Any deductibles or self-insured retention shall be disclosed in the Contractor's proposal and shall be assumed by the Contractor.
2. The Contractor shall purchase the following insurance coverage:
- a. **Commercial General Liability Insurance** or its equivalent, for bodily injury, personal injury and property damage, including loss of use. It is preferred that coverage be provided on an "occurrence" basis. If "claims made" forms are submitted, the requirements noted after section "4.1 and 4.2" below must be met. Such Commercial General Liability policy shall include the following extensions:

- i. It is preferred that the General Aggregate Limit applies separately to this project:
 - ii. Premises/Operations:
 - iii. Actions of Independent Contractors:
 - iv. Products/completed Operations to be maintained for three (3) years after completion of the contract.
 - v. Contractual Liability including protection for the Contractor for claims arising out of liability assumed under this contract.
 - vi. Personal injury liability including coverage for offenses related to employment, and for offenses assumed under this contract (delete any standard employment and contractual exclusions if contained in the personal injury coverage section):
- b. **Business Automobile Liability** which will pay for liabilities arising out of accidents involving the ownership, operation, maintenance or use of any owned, hired, or non-owned motor vehicles, uninsured motorists' insurance and automobile contractual liability.
**NOTE: INSURANCE MUST BE ON A PRIMARY BASIS.
 CONTRACTUAL REQUIREMENTS MUST BE CLEARLY INDICATED
 ON CERTIFICATE OR BY ENDORSEMENTS**
- c. **Workers Compensation** - statutory benefits are required by Maryland law or other laws as required by labor union agreements, including standard Other States coverage; Employers Liability coverage.
- d. **Errors and Omissions** - comprehensive liability insurance that covers all task orders in conjunction with this contract.
3. The coverage listed in Section III, Item E-2, above shall be written for not less than the following limits of liability. **Limits can be furnished by a combination of primary and excess (umbrella) policies.**
- a. Commercial General Liability Insurance including all extensions -
 - \$2,000,000 each occurrence;
 - \$2,000,000 personal injury;
 - \$2,000,000 products liability;
 - \$2,000,000 general aggregate
 - b. Business Automobile Liability -
 - \$2,000,000 each accident

- c. Workers Compensation insurance - statutory requirements. Employers liability insurance - \$1,000,000 each accidental injury; and \$1,000,000 each employee, \$1,000,000 policy limit for disease.
 - d. Errors and Omissions - \$1,000,000.
4. **Tort-Claim Act** - It is agreed that the contractor and its insurers will not raise or use, in the adjustment of claims or in the defense of suits against any participating USM institution, any immunity of the insured from tort liability, (including Maryland Tort Claim Act), including any limitation of liability, unless requested by any participating institution..

NOTE: If insurance required in terms 2.iv and v above has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described above remain the same. The Contractor must either:

- 1. Agree to provide certificates of insurance evidencing the above coverage for period of three (3) years after final payment for the contract. Such certificates shall evidence a retroactive date no later than the beginning of the Contractor's or subcontractor's work under this contract,
or
 - 2. Purchase an extended [minimum three (3) years] reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
 - 3. The "retroactive date" must be effective prior to the inception of the work under this contract.
 - 4. No "sunset" clauses shall apply.
5. **Additional information:**

The awarded firm(s) will provide all endorsements from the insurer itself (rather than the agent); and there will be a request to see all coverage declaration pages together with all endorsements (to confirm compliance with the coverage requirements.)

A CERTIFICATION LETTER FROM THE INSURER (RATHER THAN THE AGENT) THAT ALL REQUESTED COVERAGES ARE AVAILABLE AND WILL BE PROVIDED TO THE CONTRACTOR UPON AWARD OF THIS CONTRACT SHOULD BE PROVIDED WITH THE TECHNICAL PROPOSAL.

END OF SECTION III

**ORGANIC COLLECTIONS - COMPOSTING
RFP# BC-21339-J**

**SECTION IV:
EVALUATION AND SELECTION PROCEDURES**

A. EVALUATION AND SELECTION COMMITTEE

All vendors' proposals received by the closing deadline will be evaluated. The Procurement Officer shall establish an Evaluation and Selection Committee to review and evaluate the proposals. The Committee shall be composed of the Procurement Officer and any other individuals that the Procurement Officer may appoint. The Committee may request additional technical assistance from any source.

B. EVALUATION PROCEDURE

Qualifying Proposals – The Committee shall first review each proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any mandatory requirement will disqualify a vendor's proposal. The University reserves the right to waive a mandatory requirement when it is in its best interest to do so. The vendor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP.

C. TECHNICAL EVALUATION:

1. The criteria that will be used by the committee for the technical evaluation of the proposals for this specific procurement are listed below in **order from most important to least**. Each committee member will evaluate the proposals on each major criterion.

Technical Proposal Evaluation Criteria:

1. Statement of Approach - [Refer to Section V, Item C-1]
2. Firm Experience/References
3. Key Personnel/References
4. Company Profile

Those proposals not considered "to be reasonably susceptible of being selected for award" may be rejected after evaluation of the Technical Proposals. Only those firms that are short-listed will advance/continue in this procurement process.

Those firms who remain shortlisted after the Technical Evaluation Phase will be asked to submit their Price Proposal.

2. Further information may be required by the University during the technical evaluation process.

D. **PRICE PROPOSAL EVALUATION:**

1. Price Proposals will not be opened publicly.
2. Price Proposals will be evaluated based on the total price as requested on the Price Proposal form.
3. The University may elect to request Best & Final Price Proposal(s).

E. **FINAL PROPOSAL RATING:**

1. Ranking of the Price Proposal will be combined with the corresponding total technical ranking to determine a final rating for each proposal.
2. Technical merit will have a greater weight than price.
3. The University will choose from among the highest rated proposals, those proposals which will best serve the interests of the University in accordance with USM Procurement Policies and Procedures.
4. The University reserves the right to make an award with or without negotiations.

END OF SECTION IV

**ORGANIC COLLECTIONS - COMPOSTING
RFP# BC-21339-J**

**SECTION V:
INFORMATION REQUIRED IN VENDOR PROPOSALS**

A. TRANSMITTAL LETTER

A transmittal letter prepared on the vendor's business stationery should accompany the proposal. The purpose of this letter is to transmit the proposal; therefore, it should be brief. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and financial offers, contained in the proposal.

B. TWO VOLUME SUBMISSION

The selection procedure for this procurement requires that the technical evaluation of the proposals is to be conducted before the price proposals are requested. Consequently, each proposal **must be submitted as two separate volumes** as indicated below. **Failure to do so may constitute disqualification of a vendor's proposal.**

C. VOLUME I – TECHNICAL PROPOSAL

This volume should be prepared in a clear and precise manner. It should address all appropriate points of this RFP except financial information. This volume consists of and must contain the following sections:

1. Transmittal Letter
2. Statement of Approach to the Contract
3. Completed Forms from **Appendix A**
4. Bid/Proposal Affidavit

Items # 1 through # 4 listed below are considered "Desirable" (D) for purposes of evaluation.

1. **Statement of Approach to the Contract:** The proposer is to define who they are, what they do and what they can do for the University with respect to the objectives of this project.

The proposer must provide a narrative on **how** their firm/team would approach this contract. The purpose of this narrative is not only to outline the tasks to be accomplished in a logical manner, but also to display full comprehension of the services to be provided for this RFP. The narrative shall include sufficient detail to permit proper evaluation by the University and should include specific information pertaining to:

- 1.2 Describe how organic Collection-Composting Services will be provided by your organization.

- 1.3 A comprehensive list and quantity of the types of equipment that will be used to support this contract;

2. Firm Experience:

- 2.1 Complete the "**Contract Experience Form**" (found in **Appendix A**) for **three (3) contracts** where these services have been performed within the last three (3) years; and provide the dollar value of each contract.

List the following on each:

Name and address of contract location;
 Number of years the contract has been in place;
 Company's name, address, telephone number and contact person;
 Brief description of the scope of the contract and the services performed by your firm;
 Name(s) of the responsible Account Representative within your organization who manages the contract.

- 2.2 **References:** Provide at least **three (3) references** (preferably those from the experience list above in 2.1) of contracts where these services have been performed within the last three (3) years. Provide contact name, address, telephone number and account name and location for each reference. It is **imperative** that **accurate** contact names and phone numbers be given for the contracts listed. All references should include a contact person who can comment on the firm's ability to handle a contract of this type.

The University reserves the right to verify all information given if it so chooses, as well as, to check any other sources available including itself even if not provided as a reference by the Proposer. Such references will be held in the strictest confidence.

- 3. Company Profile/Background Information:** Complete the Company Profile Form found in **Appendix A** which includes a description of your company and its history, as well as, the management and ownership structure.

- 4. Personnel:** The University desires to have a single point of contact with the Contractor for this project. List the names of (1) the Account Representative and (2) his/her back-up for extended absences. The Account Representative must be a direct employee of the proposing firm.

- 4.1 Complete a "**Key Personnel Form**" (found in **Appendix A**) on the primary Account Representative for this contract, inclusive of their qualifications, number of years with the firm, and prior experience inclusive of the role the person played on other contracts. Please

note the estimated percentage of time they will commit to this contract.

4.2 Provide three (3) references (preferably those provided in 4.1. above) on the Account Representative. Such references must be able to comment on the person's performance in the role assigned in this proposal. All references will be held in the strictest confidence.

5. Completed Bid/Proposal Affidavit with Addendum (found in **Appendix A**).

6. Acknowledgement of Receipt of Addenda Form: (found in **Appendix A**) In the event addenda to the solicitation documents are issued prior to the due date and time for proposals, this form is to be completed and enclosed with the proposal.

Any other information that may be relevant but does not fall in the above format should be provided as an appendix to this volume. Minor irregularities in the proposals, which are deemed immaterial or inconsequential in nature, may be waived whenever it is determined to be in the best interest of the University.

Technical volumes containing no such citations will be considered complete and without need to refer to other documents, i.e., the Evaluation and Selection Committee will not be required to refer to any additional documents for the vendor responses to RFP requirements during the evaluation process.

D. VOLUME II – PRICE PROPOSAL

After completion of the Technical Evaluation, those **Proposers who are short-listed** will be requested to submit a Price Proposal via UMBC Box. The due date for submission of the Price Proposal is anticipated to be **Friday, October 6, 2023**.

1. Price Proposal Form: Complete the Price Proposal Form attached **Appendix B**. The Price Proposal shall be filled out **completely** in ink or typed. Any erasures and/or alterations to the Proposer's pricing shall be initialed in ink by the signer. **Please note, however, that no changes, alterations or additions to the Price Proposal Form are permitted.**

F. SUBMISSION

Vendors must submit the required number of copies of his/her proposal by the closing time and date specified in Section I, Item E of the RFP.

END OF SECTION V

ORGANIC COLLECTIONS - COMPOSTING
RFP# BC-21339-J
SECTION VI:
PROPOSALS, EVALUATION, AND FORMS
EVALUATION OF PROPOSALS

TECHNICAL EVALUATION:

1. Technical Proposals will be evaluated by a University Selection and Evaluation Committee. The order of importance of the technical criteria is as follows:
 - Team Organization/Key Personnel;
 - Firm Experience; and
 - Profile of Proposer.

Those proposals not considered "to be reasonably susceptible of being selected for award" may be rejected after evaluation of the Technical Proposals. Only those firms that are short-listed will advance/continue in this procurement process.

2. Those firms who are shortlisted after the Technical Evaluation will be asked to submit their Price Proposal.
4. Further information may be required by the University during the technical evaluation process.

B. PRICE PROPOSAL EVALUATION:

1. Price Proposals will not be opened publicly.
2. Price Proposals will be evaluated based on the total price as requested on the Price Proposal form.
3. The University may elect to request Best & Final Price Proposal(s).

C. FINAL PROPOSAL RATING:

1. Ranking of the Price Proposal will be combined with the corresponding total technical ranking to determine a final rating for each proposal.
2. Technical merit will have a greater weight than price.
3. The University will choose from among the highest rated proposals, those proposals which will best serve the interests of the University in accordance with USM Procurement Policies and Procedures.

VI. APPENDICES

- APPENDIX A** - Technical Proposal Forms
- APPENDIX B** - Price Proposal Form
- APPENDIX C** - Contract Forms
- APPENDIX D** - Definitions

ATTACHMENT A
Technical Proposal Forms

The following forms must be included within the Technical Proposal. However, please refer to Section 00300 for further information required contents of the Technical Proposal. Completion of these forms is not the entire contents of the Technical Proposal. See Section V, Item C for full details.

- Contract Experience/Reference Form
- Key Personnel/Reference Form
- Company Profile Form
- Bid/Proposal Affidavit
- Acknowledgement of Receipt of Addenda

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**CONTRACT EXPERIENCE FORM
ORGANIC COLLECTIONS - COMPOSTING – RFP # BC-21339-J**

CONTRACT EXPERIENCE FORM: **(Complete for three (3) similar/relevant contracts.)**

Page 1

of 1

PROPOSER'S NAME: _____

CLIENT'S NAME: _____

CLIENT CONTACT PERSON'S NAME: _____

CLIENT'S ADDRESS: _____

CLIENT'S TELEPHONE NUMBER: _____

CLIENT'S EMAIL ADDRESS: _____

TYPE OF CONTRACT: (Check all that apply)

- Academic/Higher Education
- Government Agency
- Hospital/Medical Institution
- Other: _____

Annual/Contract Dollar Size: \$ _____

Contract or Services Performed: FROM: _____ TO: _____

NAME OF PROPOSING FIRM'S ACCOUNT REPRESENTATIVE WHO MANAGES THIS CONTRACT: _____

TYPE OF SERVICES BEING PROVIDED:

PROVIDE A BRIEF, BUT DETAILED, DESCRIPTION OF THE SIMILARITIES OF THIS CONTRACT SCOPE TO THE REQUIREMENTS AND SCOPE FOR COMPOSTING SERVICES:

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**ORGANIC COLLECTIONS - COMPOSTING
RFP-BC-21339-J
KEY PERSONNEL FORM**

1. **PERSON'S NAME:** _____

eMail Address: _____

2. **POSITION TO BE ASSIGNED:** Primary Account Representative
 Back-up to Account Representative

3. **EDUCATIONAL BACKGROUND:** Institution Degree/Diploma/ Major (if any) Certificates

4. **EMPLOYMENT HISTORY*:** (*NOTE: If a person has more than three (3) employers in his/her employment history, please provide complete employment history via supplemental page(s) attached to this form.)

4.1 **CURRENT EMPLOYER'S NAME:** _____

DATES OF EMPLOYMENT: _____

POSITION HELD DURATION BY DATE

4.2 **PRIOR EMPLOYER'S NAME:** _____

DATES OF EMPLOYMENT: _____

POSITION HELD DURATION BY DATE

4.3 **PRIOR EMPLOYER'S NAME:** _____

DATES OF EMPLOYMENT: _____

POSITION HELD DURATION BY DATE

5. **ROLE:** Describe the role of this person in this contract, including services to be provided directly and services to be supervised as provided by others. _____

6. **SIMILAR PROJECT EXPERIENCE/REFERENCES:** (Note: It is preferable that these references be from the contract experience provided as an attachment to this "Key Personnel Form"; if this is the case, you need only indicate "see attached" under the Description of Contract item.)

6.1 CONTACT PERSON: _____ TELEPHONE #: _____
COMPANY NAME: _____
PROJECT/CONTRACT NAME DOLLAR VALUE HOW MANY YEARS? _____
YEARLY AMOUNT OF CONTRACT: \$ _____
DESCRIPTION OF CONTRACT SERVICED: _____

6.2 CONTACT PERSON: _____ TELEPHONE #: _____
COMPANY NAME: _____
PROJECT/CONTRACT NAME DOLLAR VALUE HOW MANY YEARS? _____
YEARLY AMOUNT OF CONTRACT: \$ _____
DESCRIPTION OF ACCOUNT SERVICED: _____

6.3 CONTACT PERSON: _____ TELEPHONE #: _____
COMPANY NAME: _____
PROJECT/CONTRACT NAME DOLLAR VALUE HOW MANY YEARS? _____
YEARLY AMOUNT OF CONTRACT: \$ _____
DESCRIPTION OF ACCOUNT SERVICED: _____

7. **ACHIEVEMENTS/OTHER NOTATIONS (NOT REQUIRED):**

NOTE: If a Proposer finds the space provided to be insufficient, he/she can attach additional pages to this form as he/she finds appropriate and just indicate on the this form to see "attached pages".

END OF FORM

**ORGANIC COLLECTIONS - COMPOSTING – RFP-BC-21339-J
COMPANY PROFILE FORM**

COMPANY NAME: _____

DATE OF INCORPORATION: _____ STATE OF INCORPORATION: _____

OF YEARS IN BUSINESS: _____ NUMBER OF EMPLOYEES: _____

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:

NAMES OF PRINCIPAL(S) AND TITLE(S): _____

HEADQUARTERS LOCATION:

LOCATION OF OFFICE THAT WILL PROVIDE SERVICES TO UMBC AND NUMBER OF EMPLOYEES AT THAT LOCATION:

TYPE(S) OF WORK PERFORMED AND SERVICES PROVIDED:

ORGANIC COLLECTIONS - COMPOSTING – RFP-BC-21339-J
COMPANY PROFILE FORM

COMPANY NAME: _____

AVERAGE ANNUAL SALES: 2021 \$ _____
 2022 \$ _____
 2023 \$ _____

BRIEF HISTORY OF THE COMPANY (if preferred, an attachment to this form can be provided):

OTHER COMMENTS/ADDITIONAL INFORMATION:

END OF COMPANY PROFILE FORM

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, or on the basis of 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 name(s) of person(s) 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; or
- (9) 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)—(8) above, 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 name(s) of the person(s) 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. 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)

RFP NO.: RFP #BC-21339-J

TECHNICAL PROPOSAL DUE DATE: Friday, September 29, 2023 on or before 2:00 p.m.

RFP FOR: ORGANIC COLLECTIONS - COMPOSTING

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 _____

As stated in the RFP documents, this form is included in our Technical Proposal.

Signature _____

Printed Name _____

Title _____

Date: _____

APPENDIX B
PRICE PROPOSAL FORM

[RFP-BC-21339-J - Price Sheet](#)

APPENDIX C
CONTRACT FORMS

Sample Services Contract
Contract Affidavit

CONTRACT
BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND

By this Contract, made as of the ___ day of _____, 2023 , by and between The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland, agency of the State of Maryland (“University”), 1000 Hilltop Circle, Baltimore, Maryland 21250, and _____ (“Contractor”), _____, for (_____), the parties hereby agree as follows:

1. **TERM OF CONTRACT:** The contract shall be for an initial period of two (2) year beginning Approximately December 1, 2022 and ending December 31, 2024. The University shall have the option to renew the contract for five (5) additional one-year terms, said option(s) to be exercised at the sole discretion of the University.

For a multi-year contract or any contract where pricing adjustments may be contemplated during the contract term or subsequent optional extensions terms (unless otherwise stated that price changes will *not* be permitted), it will be the responsibility of the contractor to request a price increase, if any, at least ninety (90) days prior to the end of the then current contract term. Any price increase request *not* received by that time will not be considered and pricing in the renewal term will remain as stated during the just completed contract term. A price increase, if any, shall not exceed the consumer price index for “All Urban Consumers” as published by the U.S. Department of Labor Statistics for the month of May, or 2% whichever is less. For example, if the contract term ends **November 30, 2023**, the price index for the period ending May, 2023 will be used. Statistics will be referenced as a *cap* for negotiating purposes only. Contractor is not to assume that any price increase will be applied to yearly renewals.

1. **SCOPE OF CONTRACT:** The Contractor's obligations and duties under this Contract shall include, but are not limited to, the terms, conditions and specifications contained in RFP No. BC-21339-J and any amendments or changes thereto as well as the Contractor's proposal submitted in response to the aforementioned RFP (collectively referred to hereinafter as the “Contract Documents”). These obligations and duties are subject to the unilateral right of the University to order, in writing, changes in the work within the scope of the Contract.
2. **COMPENSATION AND METHOD OF PAYMENT:**
 - A. As compensation for satisfactory performance of the work described in Paragraph 2, above, the University will pay the Contractor per the prices stated in Attachment A - Organic Collection – Composting – Price Sheet.
 - B. The Contractor's Federal Tax Identification Number or, where applicable, Social Security Number is _____.
 - C. The Contractor shall be paid only for items or services that are specifically named in this Contract. No additional costs for items or services will be paid by the University without its prior express written consent.
4. **DELIVERY:** Delivery shall be made in accordance with bid/RFP specifications. The University reserves the right to test any materials, equipment, supplies or services delivered to determine if the specifications have been met. The materials listed in the specifications shall be delivered FOB the point or points specified prior to or on the date

specified in the solicitation. Any material that is defective or fails to meet the terms of the specifications shall be rejected. Rejected materials shall be promptly replaced. The University reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejects shall be liable for any excess price paid for the replacement plus applicable expenses, if any.

5. **NON-HIRING OF EMPLOYEES:** No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.
6. **RESPONSIBILITY OF CONTRACTOR:**
 - A. The Contractor shall perform the services with that standard of care, skill and diligence normally provided by a Contractor in the performance of services similar to the services hereunder.
 - B. Notwithstanding any review, approval, acceptance or payment for the services by the University, the Contractor shall be responsible for professional and technical accuracy of its work, design drawings, specifications and other materials furnished by the Contractor under this Contract.
7. **DISSEMINATION OF INFORMATION:**
 - A. During the term of this Contract, the Contractor shall not release any information related to the services or performance of the services under this Contract nor publish any final reports or documents without the prior written approval of the University.
 - B. The Contractor shall indemnify and hold harmless the University, its officers, agents and employees, from all liability which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to this Contract by the Contractor, its agents or employees.
8. **OWNERSHIP OF DOCUMENTS AND MATERIALS:** The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs graphics, mechanical, artwork, and computations prepared by or for it under the terms of this Contract shall at anytime during the performance of the services be made available to the University upon request by the University and shall become and remain the exclusive property of the University upon termination or completion of the services. The University shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided by this Contract. The University shall be the owner for purposes of copyright, patent or trademark registration.
9. **PATENTS, COPYRIGHTS AND TRADE SECRETS:**
 - A. If the Contractor furnishes any design, device, material, process or other item which is covered by a patent or copyright or which is deemed proprietary to or a trade secret of another, Contractor shall obtain the necessary permission or license to use such item.
 - B. Contractor will defend or settle, at its own expense, any claim or suit against the University alleging that any such item furnished by Contractor infringes any patent, trademark, copyright, or trade secret. Contractor also will pay all damages and costs that by final judgment may be assessed against the University due to such infringement and all attorneys' fees and litigation expenses reasonably incurred by the University to defend against such a claim or suit. The obligations of this paragraph are in addition to those stated in paragraph 16 below.

- C. If any products furnished by Contractor become, or in Contractor's opinion, are likely to become, the subject of a claim of infringement, Contractor will, at its option: (1) procure for the University the right to continue using the applicable item; (2) replace the product with a non-infringing product substantially complying with the item's specifications; or (3) modify the item so it becomes non-infringing and performs in a substantially similar manner to the original item.
10. **DISPUTES**: This Contract shall be subject to the provisions of University System of Maryland Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Any dispute that is not subject to the jurisdiction of the Maryland State Board of Contract Appeals, as provided in the University System Procurement Policies and Procedures, shall be brought in and heard by the courts of the State of Maryland, and the parties voluntarily consent to the exclusive jurisdiction of the courts of this State for any such proceeding.
 11. **NONDISCRIMINATION IN EMPLOYMENT**: The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
 12. **CIVIL RIGHTS ACT 1964**: Vendors and Contractors providing materials, equipment, supplies or services to the State under this Contract herewith assure the State that they are conforming to the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1988, and the Civil Rights Act of 1991, and Section 202 of Executive Order 11246 of the President of the United States of America as amended by Executive Order 11375, as applicable.
 13. **AFFIRMATIVE ACTION**: The Contractor and all subcontractors shall develop and maintain affirmative action plans directed at increasing the utilization of women and members of minority groups on State public works projects, pursuant to the Executive Order 11246 of the President of the United States of America and guidelines on Affirmative Action issued by the Equal Employment Opportunities Commission (EEOC) 29 C.F.R. part 1608 and the Governor of Maryland's Executive Order 01.01.1993.16.
 14. **CONFLICT OF INTEREST LAW**: It is unlawful for any University officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, child, brother, or sister, has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of Article 40A, §3-101 et seq of the Annotated Code of Maryland.
 15. **CONTINGENT FEE PROHIBITION**: The Contractor, Architect, or Engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, Architect, or Engineer, to solicit or secure this agreement, and that it has not

- paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.
16. **INTELLECTUAL PROPERTY:** Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.
 17. **SOFTWARE CONTRACTS:** N/A
 18. **EPA COMPLIANCE:** Materials, supplies, equipment and services shall comply in all respects with the federal Noise Control Act of 1972, where applicable. Power equipment, to the greatest extent possible, shall be the quietest available. Equipment certified by the US EPA as a Low Noise Emission Product pursuant to the Federal Noise Control Act of 1972 shall be considered to meet the intent of the regulation. The Contractor must supply and have immediately available to their employees spill containment equipment/supplies necessary to contain any hazards they may introduce to the job site. The Contractor is responsible for any and all costs incurred by the University in remediating spills or releases of materials he/she introduced onto the job site.
 19. **MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS:** If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.
 20. **TERMINATION FOR DEFAULT:** If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the University may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the University=s option, become the University=s property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor=s breach. If damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.
 21. **TERMINATION FOR CONVENIENCE:** The performance of work under this Contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be

reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

22. **TERMINATION OF MULTIYEAR CONTRACTS:** If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in the Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.
23. **DELAYS AND EXTENSIONS OF TIME:** The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a State Contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a sub-contractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.
24. **VARIATIONS IN ESTIMATED QUANTITIES:** No equitable adjustment shall be permitted in favor of either the State of Maryland or the Contractor in the event that the quantity of any pay item in this Contract is an estimated quantity and the actual quantity of such pay item varies from the estimated quantity stated in the Contract.
25. **LIQUIDATED DAMAGES:** N/A
26. **SUSPENSION OF WORK:** The procurement officer unilaterally may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the University.
27. **PRE-EXISTING REGULATIONS:** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.
28. **FINANCIAL DISCLOSURE:** The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or

- other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.
29. **POLITICAL CONTRIBUTION DISCLOSURE**: The Contractor shall comply with Article 33, Sections 14-101 through 14-104, of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year under which the person receives in the aggregate \$100,000 or more shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
30. **RETENTION OF RECORDS**: The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the University hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.
31. **AUDIT**: The University reserves the right to request an independent review of the Contractor's financial operations and overall contract compliance ("Review"). The Review would be at the Contractor's expense and comprised of an agreed upon procedures engagement by an independent certified public accountant with a protocol acceptable to both parties at the time of the request.
32. **COMPLIANCE WITH LAWS**: The Contractor hereby represents and warrants that:
- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 - B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
 - C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
 - D. It shall obtain at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.
33. **COST AND PRICE CERTIFICATION**: By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:
- A. A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or
 - B. A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the procurement officer.
 - C. The price under this Contract and any change order or modification hereunder, including profit or, fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of

the date agreed upon between the parties, was inaccurate, incomplete, or not current.

34. **TRUTH-IN NEGOTIATION CERTIFICATION:** [Mandatory provision for architectural services or engineering services contracts exceeding \$100,000. It shall be in substantially the same form as follows: or insert “N/A” if not applicable.] The Contractor by submitting cost or price information, including wage rates or other actual unit costs, certifies to the best of its knowledge, information and belief, that:
- A. the wage rates and other factual unit costs supporting the firm=s compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;
 - B. if any items of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The University=s right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and
 - C. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs.
35. **PAYMENT OF UNIVERSITY OBLIGATIONS:** Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the University's receipt of a proper invoice from the Contractor. Each such invoice must reflect the Contractor's federal tax identification number. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited.
36. **SET-OFF:** The University may deduct from and set-off any amounts due and payable to the Contractor any back-charges or damages sustained by the University by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.
37. **INDEMNIFICATION:** The University shall not assume any obligations to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this Contract.
38. **PROHIBITION AGAINST SHIFTING MARYLAND INCOME TO OUT-OF-STATE AFFILIATES:** Contractor may not, for any period during the Contract term, seek to reduce the amount of Contractor's income subject to Maryland income tax by payments made to an affiliated entity or an affiliate's agent for the right to use trademarks, trade names, or other tangible property associated with Contractor. Contractor agrees that during the course of this Contract it shall not make any such royalty or similar payments to any affiliated company; and if any such royalty or similar payments are made, Contractor and the affiliated company shall file separate Maryland income 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.
39. **USE OF CONTRACTOR'S FORMS NOT BINDING ON STATE:**

- A. The use or execution by the University of any forms, orders, agreements, or other documents of any kind, other than the Contract documents, used pursuant to or in the administration of any contract awarded by the University to the Contractor, shall not bind the University to any of the terms and conditions contained therein except those provisions:
- (1) Generally describing for the purposes of ordering: equipment or services to be provided, locations, quantities, delivery or installation dates, and, to the extent consistent with the Contract Documents, prices; and
 - (2) not otherwise inconsistent with the Contract Documents.
- B. Any such form, order, or others document shall not vary, modify, or amend the terms and provisions of the Contract Documents, notwithstanding any provision to the contrary in such document, unless all of the following conditions are met:
- (1) the document expressly refers to the particular document and provision of the Contract Documents being modified and plainly and conspicuously identifies any modifications thereto as a modification; and
 - (2) the document is executed on behalf of the University by the procurement officer; and
 - (3) execution of the document is approved by the procurement authority whose approval is required by law.
40. **ASSIGNMENT**: This Contract and the rights, duties, and obligations hereunder may not be assigned or subcontracted by Contractor without the prior written consent of the University.
41. **WAIVER OF JURY**: UNIVERSITY AND CONTRACTOR, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY ARE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS CONTRACT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES WHO ARE NOT PARTIES TO THIS CONTRACT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY UNIVERSITY AND CONTRACTOR, WHO HEREBY REPRESENT AND WARRANT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY AN INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.
42. **MARYLAND LAW**: This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflicts of law or choice of law principles.
43. **FORCE MAJEURE**: If either party's performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond that party's control, then each party's obligations with respect to the affected performance(s) shall be excused and neither party will have any liability in connection therewith.
44. **SUCCESSORS AND ASSIGNS**. This Agreement will bind upon and inure to the benefit of the parties hereto and their respective personal representatives/successors and assigns. Successors and assigns shall agree to assume in writing the obligations under this Contract.
45. **COMPLIANCE WITH FERPA**: The University agrees that, for purposes of the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) as amended

(“FERPA”), the Contractor will be considered a contractor to whom functions and services have been outsourced by the University. As a result of these function and services, the Contractor might have access to educational records, as defined by FERPA. Contractor agrees that it shall not re-disclose personally identifiable educational records that it receives from the University pursuant to this Agreement, unless such disclosure is authorized to perform the functions and services provided through this agreement or is authorized under FERPA. Contractor expressly warrants and represents that it shall not use the student information or educational records provided by the University for any purpose other than to comply with the terms of this Agreement with the University. Contractor shall indemnify and hold harmless the University from and against any and all claims, suits, proceedings, costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs, attorney's fees, and other reasonable expenses of litigation, which may arise out of, relate to, or be a consequence of, an unauthorized disclosure of educational records. Contractor will, upon discovery, or receipt of notice, of a potential, or actual, material unauthorized disclosure of educational records, immediately report said occurrence to the University. Contractor will work with the University to remediate the unauthorized disclosure (or anticipated unauthorized disclosure) at the expense of Contractor. The terms of the remediation are the sole and exclusive determination of the University.

46. **CONTRACT CONTROLS**: It is mutually agreed that any attached contract, or addenda thereto, by and between the University and the Contractor pertaining to this Contract is supplemental and subordinate to this University of Maryland, Baltimore County Contract. The terms and conditions of this University of Maryland, Baltimore County Contract shall, at all times and in all events and situations, be controlling.
47. **CONTRACT AFFIDAVIT**: The Contract Affidavit required by the USM Procurement Policies and Procedures, consisting of Authorized Representative statement, Certification of Corporate Registration and Tax Payment, and Certain Affirmations Valid is attached and is a part of this Contract that must be executed by an authorized representative of the Contractor.
48. **ENTIRE AGREEMENT**:
- A. This Contract constitutes the entire agreement of the parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the parties with respect to the subject matter hereof. This Contract is intended by the parties as the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement.
 - B. Headings: All headings are for reference purposes only and must not affect the interpretation of this Contract. All references to days in this Agreement mean calendar days, unless otherwise expressly stated. All references to including mean including without limitation.
 - C. Partial Invalidity. Any provision of this Contract which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.
 - D. Notices. Any notice required to be given hereunder shall be deemed to have been given either when served personally, by facsimile, or when sent

by first class mail addressed to the parties at the addresses set forth in this Agreement.

- E. Counterparts. This Contract may be executed simultaneously, in two (2) or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to any other counterpart.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on their behalf by the undersigned as of the date first shown above.

Contractor:

Witness

BY: _____
Signature

Typed/Printed Name

Title

Date

Telephone Number

University of Maryland Baltimore County

Witness

BY: _____
Signature

Typed/Printed Name

Title

Date

Telephone Number

D. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Proposal Affidavit dated _____, 20__, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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: _____

APPENDIX D

DEFINITIONS

1. General Definitions

- 1.1 Award means the decision by the University to execute the purchase agreement or contract after all necessary approvals have been obtained.
- 1.2 COMAR refers to the *Code of Maryland Regulations*.
- 1.3 Contract means the agreement entered into by the University as a result of this solicitation.
- 1.4 Contractor means the successful Proposer receiving a contract as a result of this solicitation.
- 1.5 MBE means “Minority Business Enterprise” which is any legal entity other than a joint venture, organized to engage in commercial transactions which is at least 51 percent-owned and controlled by one or more minority persons, or a nonprofit entity organized to promote the interests of the physically or mentally disabled as certified by the Maryland Department of Transportation. .
- 1.6 Proposer means any person submitting a response to an RFP.
- 1.7 Proposals means the response by a Proposer to a request for proposals issued by a procurement agency to obtain goods or labor. The response may include but is not limited to a Proposer’s price and terms for the proposed contract, a description of technical expertise, work experience, and other information requested in the solicitation.
- 1.8 RFP means Request for Proposal(s).
- 1.9 USM means the University System of Maryland.

END OF RFP DOCUMENT