UMBC
AN HONORS UNIVERSITY IN MARYLAND

UNIVERSITY OF MARYLAND BALTIMORE COUNTY

REQUEST FOR PROPOSAL # BC-20742-P

FOR

BWTECH@UMBC SOUTH CAMPUS LANDSCAPE CONTRACT

ISSUE DATE: JULY 20, 2011

<table>
<thead>
<tr>
<th>SIGNIFICANT MILESTONES</th>
<th>TIME:</th>
<th>DATE</th>
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<tbody>
<tr>
<td>Issue Date</td>
<td>2:00 PM</td>
<td>Wednesday, July 20, 2011</td>
</tr>
<tr>
<td>Pre-Proposal Conference</td>
<td>2:00 PM</td>
<td>Wednesday, July 27, 2011</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>3:00 PM</td>
<td>Wednesday, August 3, 2011</td>
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<tr>
<td>Proposals Due Date</td>
<td>2:00 PM</td>
<td>Tuesday, August 16, 2011</td>
</tr>
</tbody>
</table>

**WARNING:** Prospective bidders who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address in order that amendments to the Request for Proposal or other communications can be sent to them. Any Prospective Proposer who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

UNIVERSITY OF MARYLAND BALTIMORE COUNTY
1000 Hilltop Circle
Baltimore, Maryland  21250
www.umbc.edu
BWTECH@UMBC SOUTH CAMPUS LANDSCAPE CONTRACT
RFP # BC-20742-P

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BWTECH@UMBC SOUTH CAMPUS LANDSCAPE CONTRACT
RFP # BC-20742-P

THIS IS A SMALL BUSINESS RESERVE (SBR) PROCUREMENT

Only those proposers registered as a State of Maryland Small Business will be considered.  
(Refer to Appendix F for additional information.)

SECTION I: SUMMARY INFORMATION

A. SUMMARY STATEMENT

The University of Maryland Baltimore County (also called the University or UMBC) is a dynamic public research university integrating teaching, research and service to benefit the citizens of Maryland. As an Honors University, the UMBC 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. UMBC emphasizes science, engineering, information technology, human services and public policy at the graduate level. A member campus of the University System of Maryland (USM), UMBC is located on 500 acres to the southwest of Baltimore, in proximity to the Baltimore Beltway (695) and I-95. Campus infrastructure consists of 47 major buildings and residential complexes in three locations: the Main Campus, the South Campus (bwtech@UMBC Incubator and Accelerator) and the Research Park (bwtech@UMBC Research and Technology Park). Additional information concerning UMBC may be obtained through the UMBC home page, www.umbc.edu.

The University intends to establish a contract incorporating sustainable practices for landscape maintenance services including snow removal for BWTECH@UMBC South Campus, located at 1450 South Rolling Road, Baltimore, Maryland 21227. BWTECH@UMBC South is a 30-acre campus consisting of parking lots and multi-level buildings, and houses private sector research and development companies. The primary goal is to hire a well qualified landscape services company that possesses the staff size, experience, quality control and dedication to maintain the grounds in the UMBC South Campus community at a premier level of service. Our secondary goals are to create environmental benchmarks that follow the spirit and scope of the “Carbon Footprint Mitigation” initiative of the American College and University Presidents’ Climate Commitment. To this end, we are encouraging the use of Integrated Pest Management (IPM) and Growing Degree Days management rather than indiscriminate pesticide use. Additionally, efficient nutrient management programming and alternative fuel use will be viewed upon favorably in the bid process. It is important that the successful contractor follows all state and local laws and guidelines pertaining to waste disposal, emissions and noise reduction while conducting operations on the UMBC South campus. The successful proposer is expected to partner with the University in its efforts to reduce greenhouse gases and create an aesthetically pleasing and environmentally sustainable campus landscape. The University should be maintained as a model for quality lawn, grounds, and tree care and should stand out to the outside community. The contractor should be proactive in fixing problems and maintaining the property within the scope of the contract. Services required under this contract include furnishing all labor, equipment, materials, insurance
and supervision necessary to perform landscape maintenance at BWTECH@UMBC South Camps, but are not limited to, the following:

- Mowing
- Trimming
- Paved Surfaces
- Leaf Removal
- Mulching
- Turf Fertilization & Weed Control
- Edging
- Garden Bed Maintenance
- Vines
- Plantings
- Snow Removal

B. ISSUING OFFICE

Delores R. Pertee  
University of Maryland Baltimore County  
Department of Procurement  
Administration Building, Room 301,  
1000 Hilltop Circle  
Baltimore, MD 21250  
Voice: (410)-455-3915  
FAX: (410) 455-1009  
E-mail: dpertee@umbc.edu

The sole point of contact in the University for the purpose of this RFP is the issuing office. Any questions with regard to any aspect of this proposal must be directed to Delores R. Pertee in writing.

C. QUESTIONS AND INQUIRIES

Questions and inquiries should be directed to the individual referenced with the Issuing Office above. All such questions and inquiries must be received by 3:00 p.m. Wednesday, August 3, 2011. Inquiries will receive a written reply. Copies of replies will also be sent to all other proposers, but without identification of the inquirer.

D. DELIVERY OF PROPOSALS

Proposals must be delivered to:  
University of Maryland Baltimore County  
Department of Procurement  
1000 Hilltop Circle, Administration Building, Room 301  
Baltimore, MD 21250  
Attention: Delores R. Pertee
E. PROPOSAL CLOSING DATE

In order to be considered, the original and four (4) copies [for a total of five (5) sets] of the Technical Proposal and the original and two (2) copies [for a total of three (3) sets] of the Price Proposal must arrive at the issuing office by Tuesday, August 16, 2011, no later than 2:00 p.m.

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 301 in the UMBC Administration Building will not be considered "received" by UMBC until they arrive at Room 301 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 301, or error or delay on the part of the carrier.

Proposals received after the established closing date and time cannot be considered. Proposers are advised that a proposal is not considered "received" until it is delivered to the specific location; that is, a proposal must be received in Room 301 by the due date in order to be considered. Proposers must allow sufficient time, therefore, to insure that their proposal is "received" in accordance with this paragraph.

F. PRE-PROPOSAL CONFERENCE

There will be a Pre-Proposal Conference held in conjunction with the RFP. Attendance at the Pre-Proposal conference is not mandatory. The conference will be held on Wednesday, July 27, 2011 at 2:00 p.m., in the Lobby of the BWTECH@UMBC South Campus, which is located at 1450 S. Rolling Road, Baltimore, Maryland 21227. Please refer to the Campus Website for directions and parking: http://www.umbc.edu/aboutumbc/campusmap/. In conjunction with the RFP, there will be a virtual Site Visit during the Pre-Proposal Meeting. Firms may conduct their own individual visits to areas of interest following the meeting.

While attendance at the Pre-Proposal Conference is not mandatory, information presented may be very informative; therefore, all interested vendors are encouraged to attend in order to be able to better prepare acceptable proposals. If your firm plans to send representatives, please call the issuing office by Monday, July 25, 2011. We ask that a maximum of two (2) representatives from each company attend this meeting.

Appropriate auxiliary aids and services for qualified individuals with disabilities will be provided upon request. Please call Delores R. Pertee (at 410-455-3915) with specific requests at least five (5) business days prior to conference.
G. **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.

H. **TERM OF CONTRACT**

The contract shall be for a period of one (1) year beginning in mid-September, 2011. The University shall have the option to renew the contract for nine (9) 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 April in the same year, or 5% whichever is less. For example, if the contract term ends September 30, 2012, the price index for twelve-month period ending April 2012 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.

I. **EVALUATION OF OFFERS**

A contract award will be made to the responsible proposer(s) whose proposal best meets the needs of the University as determined by the Procurement Officer. All proposals will be evaluated by an 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(s) whose proposal is/are determined to be the most advantageous to the University.

J. **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.
K. **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 (Maintenance 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 (Maintenance 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.

L. **ORDER OF PRECEDENCE**

The contract between the parties will be embodied in the contract documents, which will consist of those items named in “K” 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.

M. **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.

N. **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 for a period of up to one (1) year after UMBC makes its award. Furthermore, on occasion, other State educational institutions (e.g., St. Mary’s College, Morgan State University, 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
A. PURPOSE

The overall purpose of this RFP is to provide information to vendors interested in preparing and submitting proposals to meet the requirements for the BWTECH@UMBC South campus landscape contract as described herein. Proposals will be received for the maintenance services specified herein or attached hereto under the terms, conditions and general specifications of this proposal.

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. At the Pre-Proposal conference, potential proposers will have an opportunity to: (1) ask and receive answers to all questions regarding the specifications and general conditions, and (2) receive any additional information relating to this contract. A virtual Site Visit is scheduled for areas involved with this contract.

4. 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 www.umbc.edu/adminaffairs/procurement/EBidB.shtml. 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 will be required to make individual presentations to University representatives in order to discuss their proposals. (See Section IV, Item C-2, for further details.).

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**

Minority businesses are encouraged to apply.

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 -** [Refer to Section V, Item D-2, “Performance Bond”]

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 bidder/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](http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf)

**END OF SECTION II**
SECTION III
TECHNICAL REQUIREMENTS & SPECIFICATIONS

A. BACKGROUND

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. UMBC emphasizes science, engineering, information technology, human services and public policy at the graduate level. A member campus of the University System of Maryland (USM), UMBC is located on 500 acres to the southwest of Baltimore, in proximity to the Baltimore Beltway (695) and I-95. Campus infrastructure consists of 47 major buildings and residential complexes in three locations: the Main Campus, the South Campus (bwtech@UMBC Incubator and Accelerator) and the Research Park (bwtech@UMBC Research and Technology Park). Additional information concerning UMBC may be obtained through the UMBC home page, www.umbc.edu.

B. SCOPE OF WORK

Work performed to include but not limited to mowing and trimming, edging sidewalks and curbs, fertilizing turf areas, weed control, leaf removal, pruning and mulching trees and shrubs, maintenance of flower beds. Under this contract all labor, equipment, materials, insurance and supervision necessary shall be furnished by one contractor to perform landscape maintenance at BWTech@UMBC South Campus.

There shall be one on-site manager, the person responsible for the operation of the contract. There shall be a minimum of one certified maintenance professional, someone who is knowledgeable in turf, garden plants, fertilization, irrigation, and IPM, on site with the appropriate number of employees to maintain beds on a weekly basis and turf as the contract specifies.

All work shall be in full compliance with procedures and techniques recognized as current standard landscape maintenance practices and the special provisions included in this document. In case of discrepancy between the Special Provisions and all other provisions contained in the contract, the Manager will be the sole authority as to the proper procedure to follow. All work shall be performed in a professional manner, using quality equipment, methods and materials, all of which must be maintained and operated with the highest standards.

In addition, proposers are requested to provide a cost per man hour figure that may be used by the Director to calculate labor costs for additional work that may be requested by the University, outside of the scope of work described herein.
C. **PRE-QUALIFICATIONS**

1. All contractors must be in business providing landscape/turf maintenance services for a minimum of five (5) years in addition to a successful history in performance of services of this type.

2. All contractors must possess a current business license to accomplish such work in the State of Maryland, and a Chemical License as applicable for the herbicides, etc. **A copy of both licenses are to be included with the Technical Proposal.**

D. **PROJECT DESCRIPTION**

1. **SITE MAP:** A site map of the south campus will be provided to the Proposers at the Pre-Proposal Meeting. For the purposes of this contract the work areas are divided.

2. **WORK AREA DIVISIONS:**
   A. Lawn Zone I - Main Building
   B. Lawn Zone II – Entrance Road maintenance
   C. Lawn Zone III - as requested by Grounds manager

E. **OPERATING SPECIFICATIONS:** The successful Contractor will be responsible for providing the labor and supervision to complete the following according to the maintenance schedule provided:

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<th>Operation</th>
<th>Frequency per year</th>
<th>Lawn Zone I</th>
<th>Frequency per year</th>
<th>Lawn Zone II</th>
<th>Frequency per year</th>
<th>Lawn Zone III</th>
<th>Frequency per year</th>
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<tbody>
<tr>
<td>Mowing and Trimming</td>
<td></td>
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<tr>
<td>Edging sidewalks &amp; curbs</td>
<td></td>
<td>√ 23</td>
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<td>Fertilize turf areas</td>
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<td>√ 2</td>
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<td>√ 2</td>
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<td>Weed control turf areas</td>
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<td>√ 2</td>
<td></td>
<td>√ 2</td>
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<td>Leaf removal</td>
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<td>√ 2</td>
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<td>Weeding bed areas</td>
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<td>Pruning shrubs</td>
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<td>Mulch trees and shrubs</td>
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<tr>
<td>Spraying crack weeds (as needed)</td>
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<td>√ 10</td>
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<td>Edge and mulch trees</td>
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<td>√ 1</td>
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<td>Mowing of hills &amp; sediment enclosures around Satellite Parking areas</td>
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<td>OTHER SERVICES</td>
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<td>Summer Annuals (approximately 300) 4” pots</td>
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<td>Fall Pansies (approximately 300) 4” pots</td>
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<td></td>
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<td>Courtyard Maintenance</td>
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</table>
1. MOWING

Turf shall be mowed to maintain a neat, trim appearance as often as necessary per the schedule above to produce a professional look. All mowing should be completed in one day and no more than two consecutive days. Zones have been established in the event a complete mowing operation is determined to be unnecessary or not possible due to inclement weather or uneven growth. These zones will be used to subdivide work. The Contractor shall maintain grass height according to the zone levels listed in the definitions. The frequency of mowing shall be every two (2) weeks or as weather conditions dictate and adjusted according to growth rate and level. All mowing shall be performed with either a rotary or reel mower with a 72 inch or smaller deck. Mower height shall be set at three and one half (3.5”) inches. Mower blades and settings shall be maintained as to produce a level, clean cut. Ragged edges shall be unacceptable. All areas shall be mowed and trimmed to the following heights: Lawn Zone I, 2-3 inches; Lawn Zone II, 3-4 inches, and Lawn Zone III, 4-6 inches, and mowing shall be completed with appropriate size equipment for the desired outcome.

Prior to mowing, the Contractor shall be responsible for the cleanup of all debris in the area. The cleanup consists of the removal of all debris, trash, limbs, etc., and any and all material foreign to the natural vegetation which, if cut, would be scattered. Small amounts of trash and debris may be deposited in dumpsters that are located on the campus. The Contractor will be responsible for maintenance of traffic control, should any apply.

Mowing shall be done carefully so as to protect people and property including the trees or shrubs, ground cover beds, sprinkler heads, valves, curbs, HVAC and electrical equipment or other structures. A safe operating speed shall be observed at all times. Should damage to any of the above listed occur, the Contractor will be held financially responsible for an approved replacement or repair designated by the University. Clippings shall be collected if clumping occurs. If clumping does not occur, clippings shall be allowed to mulch naturally. When mowing, clippings shall not be thrown onto paved areas, into tree rings, shrubs or perennial bed areas, buildings or vehicles. Grass clippings or debris caused by mowing will be removed from adjacent walks, drives, gutters and curbs, tree rings and mulched areas or surfaces on the same day as mowed. Blowing debris into storm drains is not permitted.

Mowing will not be done when weather or conditions will result in damaged turf. Upon completion, a mowed area shall be free of clumped grass cuttings and tire tracks or ruts from mowing equipment. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of uncut grass. The contractor is responsible for any damage that may occur during operations.
2. **TRIMMING**

Grass shall be trimmed during, or as an immediate operation following, mowing. Trimming shall be accomplished by cord line trimmers. Grass shall be trimmed at the same height as adjacent turf is mowed. Areas requiring trimming include, but are not limited to, the base around all trees, fences, walls, poles, signposts, monuments, electrical boxes, tree rings, sprinklers, asphalt edges, guardrail, plant beds and all other objects as required by the University. Special care shall be given to trimming around small trees and shrub beds so as not to inflict damage to the bark of the trees and shrubs. In each area, sweeping and blowing of hard surfaces shall be performed immediately following completion of mowing and/or trimming before proceeding to the next area. Trimming may be reduced by chemical edging under special conditions only with prior approval from the Manager.

3. **EDGING**

Edging (blade edging), vertical trimming of all turf edges abutting sidewalks, flush paved surfaces, curbs, drives, will be completed per the above schedule. Edging shall be performed to result in neat vertical uniform lines and uniform depths. Concrete walks and curbs shall have an edge cut into the soil within 1” and to a 1” depth.

4. **PAVED SURFACES**

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

5. **LEAF REMOVAL**

**Fall Clean-up**

Leaf collection operations will be performed no less than two times a year in late October, and late November, aggressively and proactively. All fallen leaves must be collected, contained, and disposed of properly. At no time during the year shall leaves be allowed to collect for more than seven (7) days. All fallen leaves must be collected, contained and disposed of properly. Plant material shall be trimmed according to current standard cultural practices.

6. **MULCHING**

All trees and shrubs shall receive complete mulching. All tree rings shall be edged, creating a concise edge between turf and mulched area. All trees and shrubs shall be
mulched with double shredded hardwood bark mulch at a depth not to exceed three (3) inches and spread up to within three (3) inches around the base of the plant. Excess old mulch shall be removed when build up exceeds recommended industry standard. In-lawn trees shall have a well-defined edged ring protecting it from mowing. Mulching shall be completed once a year in either late winter or early spring, as scheduled with the BWTech@UMBC South Campus Grounds Manager.

7. TURF FERTILIZATION AND WEED CONTROL

The contractor shall apply an herbicide/fertilizer combination pre-emergent crabgrass control and broadleaf herbicide twice per year, once in the spring and once in the fall. A uniform mixture or combination of the following turf labeled herbicides and fertilizer or equivalent applied according to manufacturer’s guidelines. For Example:

<table>
<thead>
<tr>
<th>Early Spring Application</th>
<th>Rates</th>
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<tbody>
<tr>
<td>Pre-emergence product:</td>
<td>Barricade 4FL® 28 oz. per acre</td>
</tr>
<tr>
<td>Broadleaf weed control:</td>
<td>Triplet LO® 64oz. per acre</td>
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Fertilizer consistence will depend on soil tests provided by UMBC and will be reevaluated every three years.

Note: All products should be applied according to manufacturer’s labels and rates. All substitutions must be pre-approved by the Manager. Soil testing to be done by contractor according to Maryland Law.

The contractor must follow the Nutrient Management Guidelines for State Property and commercially managed turf grass provided by the University of Maryland Cooperative Extension Service and governed by the Maryland Fertilizer Law under the Department of Agriculture.

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

- All applications shall follow the guidelines of an IPM (Integrated Pest Management) Program.
- No anticipated rainfall within 24 hours following the application.
- Wind velocity not to exceed 8 mph during the spray operation
- A minimum daytime temperature of 55 degrees.

- This herbicide/fertilizer application will be done only when student population is at the lowest on campus (weekends and/ or night) weekends and/or night and based on the prevailing weather conditions. The herbicide/fertilizer application shall be completed within one week after the initial start as determined by the work order. All Contractors shall be certified as a Commercial Pesticide Applicator in the state of Maryland Department of Agriculture and provide a copy of the license or license number with the submission of bid. All work performed shall be in compliance with the Maryland State Laws. No application will be accepted without prior arrangement being made in advance. Failure to perform the
application within the allotted time will result in a breach of contract and Contractor shall be assessed for liquidation of damages.

- Records of applications are to be maintained by the licensed applicator, and a copy provided to the BWTech@UMBC South Campus Grounds Manager upon request.

8. **GARDEN BED MAINTENANCE**

a. Garden beds and Groundcovers
   All flower beds include areas where annual or perennial flowers or plants are grouped and planted for aesthetic purposes and shall be maintained on a rotating weekly basis to be free of weeds and grass. Flowering plants shall be deadheaded, trimmed at the appropriate timing to promote healthy growth, flowering in accordance to its natural cycle. Any and all dead or diseased plants, broken damaged or unsightly flowers or plants are to be removed promptly from all beds and properly disposed of. Where designated edges exist, these shall be kept clean, sharp, well defined and free of weeds and grass infestation. Pest, disease controls and fertilization operations will be performed in accordance with accepted practice and standards. Vines shall be trimmed to keep off vertical surfaces and sidewalks.

b. Trees & Shrubs
   All trees less than 25’ and shrubs shall be pruned and trimmed to maintain clear walkways, sidewalks, drives and entrances, windows, doorways and buildings for safety or structural clearance. All trees shall be pruned 9’ from the ground over a sidewalk or paved gathering areas. Pruning shall be provided to promote healthy, natural growth appearance including natural flowering timing. Complete mulching of trees and shrubs are also required. The dates for mulching will be scheduled with the Grounds Manager. All pruning shall be accomplished in accordance with accepted current horticultural practices and standards. Pest, fertilization, and disease control will be performed in accordance with accepted practices and standards as the need arises.

c. Mulching and Edging
   All beds shall receive complete mulching. All beds shall be edged creating a concise edge between turf and mulched area. All perennials, groundcovers and annuals shall be mulched not to exceed two and one half (2.5) inches of mulch. Excess old mulch shall be removed when build up exceeds recommended industry standard. In -lawn trees shall have a well-defined edged ring protecting it from mowing. Mulching shall be completed once a year in the late winter / early spring unless otherwise specified by the Grounds Manager.

d. IPM
   An integrated pest management (IPM) program shall be implemented as it relates to all aspects of this maintenance program.
i. **Pest & Diseases**
All chemicals shall be used in strict accordance with federal, state, county and local laws and regulations. Any use of chemicals shall be reported to the Manager 24 hours before application is made. The successful contractor shall hold a current Maryland certification. All areas shall be posted in accordance to state law. All applications shall be performed by a trained and registered applicator. All formulations and total amount shall be reported in written form to the Manager as applications are performed.

ii. **Weed Control**
Contractor is responsible for keeping all areas free of weeds. Contractor is required to keep controlled by use of organic mulches, manual labor, biological and/or chemical controls as needed and deemed appropriate. All formulations and total amount shall be reported in written form to the Manager as applications are performed.

iii. **Soil Management & Fertilization**
Soil analysis – Contractor shall provide a soil fertility test at the beginning of the contract and subsequently as state law requires.
Fertilization - All fertilization shall comply with state regulations. All fertilizer formulations and total amount shall be reported in written form to the Manager as applications are performed.

e. **Plant Material Removals and Replacement**
Plant materials may require replacement due to safety, aesthetics or because of damages. All plants shall be removed with the prior approval of the Manager. Replacements shall be in keeping with the plant list or approved substitution. Plant material provided shall comply with the current “American Standard for Nursery Stock (ANSI Z60.1)” All plant material shall be no. 1 grade or better, in accordance with requirements of applicable standard reference above. New plant material shall be covered with a one year warranty from the date of installation. Color plants will need periodic or seasonal replacement or renewal. Contractor shall invoice for replacement materials according to the pricing stated in this document.

f. **Disposal**
All removed plant material remains the property of the University and requires proper disposal. University dumpsters and land shall not be used for disposal of grass clipping or other wastes or refuse. Proper disposal of debris shall be the responsibility of the contractor in accordance with environmentally sensitive practices.

9. **COURTYARD MAINTENANCE**
Maintenance of the exposed courtyard located on the second floor of the interior of the main building is accessed from the main lobby. The 7,350 sq. ft. courtyard consists of mulched beds, groundcovers, shrubs, trees and walkways. Service is to provide pruning of trees to 9ft clearance, trimming shrubs and weeding of beds as
needed. Leaf removal is required in the fall. Mulching is required one time in the early spring.

10. VINES

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

11. SNOW REMOVAL

Furnish labor, equipment and operators for snow removal services for the winter season as an on call service 24 hours a day, seven days a week beginning November 1st and ending March 30th. Contractor shall provide labor and equipment for clearing walkways, stairwells, interior roadways and parking lots. It shall be noted, the safety and concern for all students, faculty, staff, snow removal personnel, property, both personal and University is of the utmost priority at all times.

SPECIFICATIONS

a. Response Time and Hours of Service: Service shall be furnished 7 days a week within two hours after notification. Work shall be continuous until all shoveling, plowing and hauling has been completed. It is the goal of the University to have all lots open to parkers by 7:00 a.m. Monday through Friday.

b. Pre-Season Snow Management Meeting: Contractor(s) must meet annually with University representatives prior to the snow season to discuss Contract performance in detail. At this meeting Contractor shall provide names and home phone numbers of all personnel to be contacted by the University’s Snow Operations Manager when Contractor’s services are required. At the same meeting, the University will provide the Contractor the names and phone numbers of designated snow coordination personnel. Additional, alternate, or substitute University Snow Operations Managers as needed after the pre-season meeting shall be identified in writing to the Contractor(s).

c. Plowing Call-Out: The Snow Operations Manager shall make the initial call-out when the Contractor’s services are required. Snow Operations Manager shall monitor the snow removal activities.

d. Hauling Snow: Contractor shall remove all snow from parking areas and no snow shall be left within the parking area perimeter unless otherwise specified by Snow Operations Manager. Contractor shall be directed to haul and dispose of snow on-campus as directed by Snow Operations Manager. Hauling shall occur only when it is determined necessary by the Snow Operations Manager.

e. Contractor Damages: Contractor is responsible for reporting any and all damages of property both personal and University. (Refer to Section E, “General Information
and Requirements”, below in Item 9, “Protection of Existing Structures and Property” for more details.)

f. Campus Maps: A campus parking map will be provided to give an overview of locations and supply architectural-style representations drawn to scale, and show total lots, number of stalls, relevant landmarks, light poles, parking meters, and other potential plowing obstacles.

g. Paved areas should be treated as soon as the snow or ice begins to accumulate. Plowing should not begin until 1” accumulation or plowable.

h. Calcium product shall be provided by the University for use on all walkways. Rock Salt shall be provided by the University and shall be loaded from TRC or the SHA salt barn on Washington Blvd. as designated by Snow Operations Manager.

i. Parking Lots and Sizes: University’s map will be supplied.

j. Plowing Priorities: All entrance ways to the main campus and all lots shall be open to parkers by 7:00 a.m. Plowing shall be done according to the current University Plan.

k. Shoveling Priorities: Shovel crew priority shall be determined by the Snow Operations Manager according to activities on campus. Normally, shovel crews will begin shoveling and treating walkways and stairways in areas most populated by students. All walkways shall be treated and cleared continuously as long as student activities are commencing.

l. Vehicle and Personnel specifications: Overall total number of personnel is dependent on snow event needs. The successful contractor should include labor, operators, and equipment in accordance to each snow event. The contractor is prohibited from assigning the contract or subcontracting the work out without the University's permission.

F. GENERAL INFORMATION AND REQUIREMENTS

1. WORK HOURS AND SCHEDULES

a. Mowing operations shall be performed during the hours between dawn and dusk, Monday through Friday, including holidays. Schedule to be approved by the BWTech@UMBC Director. Saturdays and Sundays may be used for make-up days due to weather, but the Contractor must receive the approval of the Manager prior to appearing on campus. All costs associated with overtime work is the financial responsibility of the Contractor, unless prior written approval is received from the Director of Leasing and Facilities or designee of BWTech.

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

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

d. The schedule presented by the successful Contractor is subject to change at any time by the Manager.

e. In case of emergencies, the Contractor is to respond to the University within four (4) hours with a phone call.

2. UNIFORMS AND LIST OF EMPLOYEES

The Successful Contractor is required to provide the BWTech@UMBC Director of Leasing and Facilities Management or designee with a list of names of all persons who will be performing the services required under this contract. The list shall include regular employees, backup employees, part-time employees and supervisors. Workers are to be dressed in distinguishable uniforms with the company’s logo on the shirt, and identification name badge. Any Contractor’s employee who reports for work without a uniform will not be able to work. The Contractor is responsible for the safety of his/her employees in compliance with all Federal and State Regulations.

3. SUPERVISOR

The Contractor must provide a full-time uniformed English –speaking supervisor on campus at all times while work is in progress.

4. SECURITY

The Contractor is fully responsible for maintaining the security of the University as it relates to the Contractor’s employees. It is the sole responsibility of the Contractor to become familiar with and abide by the rules and regulations governing security at the University. Most regulations are available from the University Police.

a. The successful Contractor is required to provide the Manager with a list of employees who will work at the University. This list is to be updated as necessary.

b. The Contractor is responsible for all actions of their employees while at the University. When the Contractor makes a final decision as to the dismissal of fulltime employee services, the Manager must be verbally informed within twenty-four (24) hours who is working at the University. A written report must be delivered to the Facilities Management Office with the names of employees at the beginning of the contract and semiannually from that time on.
c. Laborers assigned to a specific work area are to remain in the area unless instructed by the supervisor for whom they are working to move to another assignment.

d. All laborers are to leave their personal belongings at home. Only necessary work clothing and outer gear are to be brought to the campus. Personal clothing attire or belongings that are not in keeping with the University’s policies will not be allowed. Personal items approved to be on the campus are to be clearly identified as belonging to the employee prior to being brought on campus.

5. EQUIPMENT REQUIREMENTS

a. The Contractor shall furnish and maintain all required equipment to meet federal and local standards for emissions and noise reduction. All equipment shall be the type acceptable for commercial mowing and maintenance and of the type that is best suited for the operations being performed. Cutting blades shall be kept sharp to cut grass cleanly and efficiently. All mowing equipment shall be equipped with adjustable mowing heights. All riding lawnmowers shall be equipped with slow moving vehicle signs and operated at a safe speed. All contractor equipment shall be equipped with proper safety devices, as prescribed by the original manufacturer, and such equipment shall satisfy all applicable OSHA regulations.

b. Equipment shall be subject to inspection by the BWTech@UMBC Director or designee at any time during the performance of the contract. Any equipment found to be in poor mechanical or unsafe condition shall be immediately removed from operation and repaired prior to being returned to service. The Director may direct that any equipment which is deemed to be not repairable, be permanently removed from the job. The Director may direct that any equipment which is deemed unsuitable because it is not the proper type to perform the operation be permanently removed from the job.

c. Operators of equipment shall be trained and capable personnel who will not damage the turf, woody and herbaceous materials, hit other obstructions, abuse the equipment or cut debris that increases littering.

d. The Contractor shall provide standby equipment and supplies if necessary to maintain the maintenance schedule.

6. SUBCONTRACTING

The personnel employed directly by the contractor must provide all services. Subcontracting will only be permitted upon the approval of the University.
7. PERSONNEL REMOVAL

The University reserves the right, at its discretion, to refuse to permit the contractor to use any employee on this job, or to order the contractor to remove or replace any of its employees.

8. NON-PERFORMANCE

Authorization for payment will not be granted if the Contractor does not have the necessary equipment, tools, and supplies or materials as specified to perform the scheduled work under this contract. If the contractor fails to perform as required under the terms of the contract, then he/she will be considered in default of the contract and appropriate action, including termination, will be pursued.

9. PROTECTION OF EXISTING STRUCTURES AND PROPERTY

Contractor shall take proper precautions when working on site to protect any and all associated structures, infrastructures and utilities. Any damages to the associated structures shall be reported immediately. Any damages caused by the contractor’s actions shall be corrected and/or paid for by the contractor.

a. The Contractor shall assure the University that their personnel will not tamper with University property.

b. The contractor shall repair and restore to its original condition any equipment, material or surfaces damaged by their operations.

c. The contractor shall be entirely responsible for any loss or damage to their own materials, supplies and equipment, including the personal property of their employees while they are on campus.

d. The contractor shall be solely responsible for any damage to any building or its contents and for any loss or damage to any property belonging to the university.

10. CONTRACTOR EMPLOYEE PARKING

Contractors will be allowed to park their trucks (with the Contractor’s name on the truck) near the work site as directed or mutually agreed by the Director of Leasing and Facilities.

11. CONTRACTOR’S ACCESS

The BWTech@UMBC Director of Leasing and Facilities shall direct access routes, entrance gates and parking, etc. The Contractor shall conduct all operations in strict observance of the access routes and other areas established as described above. Observance shall include any imposed time limitations.

12. REMOVAL OF MATERIALS

The Contractor, in coordination with the Director is responsible for the removal of all materials and equipment at the completion of the workday. The University will not supply any on-site storage to the Contractor. Grass clippings or other debris
shall be composted, recycled or properly disposed of on a daily basis as specified by the Director. Certification of composted or recycled material weights or volumes shall be submitted to the Director on a monthly basis.

13. **SAFETY AND PRECAUTIONS, RULES AND REGULATIONS**

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

14. **WORK INITIATION CONFERENCE**

Prior to the beginning of contract, a work initiation conference will be held between the University and the Contractor. The conference will be held at BWTech, and it is intended to provide an opportunity for all parties to review:

   a. Contract requirements
   
   b. Projected schedules
   
   c. Administration Procedures
   
   d. Locations to be maintained

The Contractor is advised to have proper representation at said conference so all matters can be dealt with fully. The Date and time will be arranged by the BWTech@UMBC Director of Leasing and Facilities.

15. **NON-ROUTINE REQUESTS**

Work-orders will be issued for Non-routine requests for tracking purposes. Upon completion, work-orders should be submitted to the Director. The University reserves the right to reduce invoices by amounts not evidenced by submitted job tickets.

16. **REPORTS TO THE UNIVERSITY**

The Contractor shall promptly report in writing to the Director any existing conditions and/or circumstances resulting from acts of the University or University personnel which interfere with the proper performance of the work in accordance with the specifications set forth herein. Upon receipt of such report from the Contractor, the Director will take immediate steps to have such conditions and/or circumstances investigated and corrected.

17. **COMMUNICATION**

The Contractor shall provide qualified on-site supervision to insure professional quality work and reports. The on-site supervisor will be required to possess and utilize one (1) cell phone on his/her person when work is to be performed on campus. Expenses for this unit will be borne by the Contractor.
18. **PAYMENT**

Payment will be made for each area completed satisfactorily, as specified under the terms of these specifications. An area will be considered acceptable when:

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

19. **INVOICING PROCEDURES**

a. All invoices shall be submitted on a monthly basis in duplicate to the Manager at the following address:

   Business Manager  
   BWTech@UMBC South  
   1450 S. Rolling Road  
   Baltimore, MD 21227

b. Invoices containing charges for services not provided or incorrect charges will not be accepted.

c. All invoices shall include the following:
   - Date work was started and completed  
   - Area and Zones completed  
   - Purchase Order number, contract number  
   - Vendor I. D. number  
   - All chemicals/fertilizers and rates applied.  
   - Sign-in sheets.

   *All invoices will be paid by Purchase Order.*

F. **PERIOD FOR ACCEPTANCE**

The selected vendor must agree to an acceptance trial period of performance of NOT LESS THAN thirty (30) consecutive calendar days. This period shall begin on the first fully operational day. The vendor and the University of Maryland Baltimore County shall mutually agreed upon, and declare the date that, the contract is considered to be fully operational with respect to the Period of Acceptance.

During the 30 day period, the vendor must perform at a rate and level consistent with the performance specifications contained in the selected vendor's specifications and/or proposal. Failure to satisfy the "acceptance trial period of performance" may result in specified performance contract termination.
In the event that the selected vendor fails to meet all requirements, the University of Maryland Baltimore County shall have the right to declare the vendor's service(s) unacceptable and the vendor in default and to terminate all agreements, written or verbal, without penalty or obligation to the University of Maryland Baltimore County consistent with the provisions of the termination for default clause required in the contract.

Further, should there be any dispute/discrepancy on acceptability of Proposer’s performance, decisions made by the University will prevail.

G. **INSURANCE**

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

3. The coverage listed in Section III, Item G-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.

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.

**A CERTIFICATION LETTER FROM AN AUTHORIZED BROKER OR 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**
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 rate 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. EVALUATION OF PROPOSALS

1. Initial Technical Evaluation: Technical Proposals will be evaluated by the University's Evaluation and Selection Committee before Price Proposals are reviewed. Those proposals not achieving at least 70% of the technical points available for Initial Phase will not continue or advance further in the procurement process. Proposer’s whose technical proposal achieves the required, minimum technical score of 70% or better of the available technical points will continue in the procurement process and be asked to participate in an Oral Presentation Session at the University.

Technical scoring will be based upon information provided in response to the desirable items in this RFP.

Upon completion of the initial technical evaluation, all proposers will be notified as to the results of the initial technical evaluation of its firm's technical proposal.

2. Oral Presentations: Those Proposers whose Technical Proposals achieve the required 70% minimum or better technical score will be requested to participate in an Oral Presentation at the University. The due date and time of the Oral Presentation will be set by the University upon completion of the initial evaluation of the Technical Proposals. It is anticipated, however, that Oral Presentations will be conducted on or about Thursday, September 8, 2011. The date will be verified by addendum sent to the applicable proposers at the time it is requested. All proposers are requested to set this date aside for these sessions on the Project Superintendent's and his/her immediate Supervisor's calendars so as to avoid any conflicts.
The purposes of the presentation are as follows:

(i) To allow the University to meet the Proposer's Key Personnel;
(ii) To allow the University to review and discuss aspects of selected areas of the Proposer's Technical Proposal (see 3.1 below); and
(iii) To provide an opportunity to clarify the University's scope of services to be provided by the successful vendor.

At this time, it is anticipated that each proposer will be requested to have the following personnel attend the oral presentation: the Project Superintendent, and his/her immediate Supervisor, as well as, any individuals who are needed to assist in the description of any part of the products and services proposed for this RFP.

At the time the Oral Presentations are scheduled, the University will confirm in writing with each Proposer the specifics of these sessions inclusive of the topics, time periods, and requested personnel.

Following the Oral Presentations, the University will conduct the Second Phase Technical Evaluation as described below.

3. **Second Phase Technical Evaluation:**

3.1 Following the Oral Presentations, a second technical evaluation will be conducted in which all categories of the technical proposal will be re-evaluated based on the Oral Presentation Session. Key Personnel and Firm References will be incorporated during this evaluation. The order of importance of the technical criteria will remain the same.

3.2 Proposers must maintain a minimum technical score of 70% of the available technical points in the Second Phase Technical Evaluation in order to advance in the procurement. Upon completion of the Second Phase Technical Evaluation, all Proposers will be notified as to the results this evaluation.

D. **MINIMUM TECHNICAL SCORE**

Vendors must achieve a minimum technical score of 70% of the total points available for the technical evaluation in order to be considered for further evaluation. Vendors not achieving this minimum technical score will not be considered for the award, and will have their Price Proposals returned to them unopened.

E. **FINANCIAL EVALUATION**

The separate price volume of each qualified proposal will be evaluated following the completion of the technical evaluation. Price Proposals will not be opened publicly. Price Proposals will be evaluated based on the best total price to the University.
The University will establish a financial ranking of the proposals from lowest to highest total offers. If a numerical rating is utilized, the lowest evaluated total offer will receive 100% of the points awarded to the financial portion with subsequently higher quotes receiving proportionally lower points.

F. **FINAL RANKING AND SELECTION**

The resulting scores from the technical and price evaluation of proposals will be used as a guide in determining the successful proposer(s). The Evaluation and Selection Committee will choose from among the highest rated proposals which will best serve the interests of the University in accordance with the University System of Maryland Procurement Policies and Procedures. **Technical merit will be given a greater weight than cost in the final ranking.**

G. **CRITERIA FOR TECHNICAL EVALUATION**

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 score the proposals on each major criterion.

**TECHNICAL PROPOSAL**

Evaluation Criteria:

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

**END OF SECTION IV**
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 distributed to the Evaluation and Selection Committee. 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. Statement of Approach to the Contract
2. Completed Forms from Appendix A
3. Financial Stability of the Company
4. Certification to provide insurance as required
5. Bid/Proposal Affidavit
6. Copy of Business License
7. Copy of Chemical Application License (if applicable)

Items # 1 through # 3 listed below are considered “Desirable” (D) for purposes of evaluation.

1. (D) 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 indicate 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 including, but not limited to, those mandatory items noted in Section III, Item D, “Project Description” for this RFP.

1.1 Provide a copy of your firm’s Business License.
1.2 The **action plan** should be in sufficient detail to permit proper evaluation by the University and should include specific information pertaining to:

1.2.1 staffing, including certifications and training; knowledge of applicable Federal and State regulations;

1.2.2 list types and quantity of equipment; and

1.2.3 projected time taken to complete these contract requirements.

1.3 **Subcontractors:** Provide a list of subcontractors you will be using and a description of the services they will be providing under this contract.

2. (D) **Firm Experience:**

2.1 Complete an "**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. At least one (1) of the three locations must be in an academic environment; and at least two (2) are to include evidence of experience in landscape and turf maintenance. All are to be similar in size and scope to The University of Maryland Baltimore County.

List the following on each:

- Name and address of contract location;
- Number of years the contract has been in place;
- Owner's name, address, telephone and contact person;
- Brief description of the scope of the contract and the services performed by your firm;
- Name(s) of the responsible Project Superintendent 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 contract locations 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.

All references for the Firms will be checked during the Second Technical Evaluation Phase. Only the firms who achieve the minimum required score or better will move forward to the Second Technical Evaluation Phase. However, all firms responding **must** provide this information within their
Technical Proposals due on Tuesday, August 16, 2011 by 2:00 PM. 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. (D) **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. (D) **Personnel:** List the names of (1) the Project Superintendent and (2) his/her back-up for extended absences. The Project Superintendent is defined as the University's primary point of contact and the person who will manage the contract for the vendor. The Project Superintendent must be a direct employee of the proposing firm.

   4.1 Complete a "Key Personnel Form" (found in Appendix A) on the person 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 Project Superintendent. 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.

   All references for the Project Superintendent and the Firm will be checked during the Second Technical Evaluation Phase. Only the firms who achieve the minimum required score will move forward to the Second Technical Evaluation Phase. However, all firms responding must supply this information within their Technical Proposals submitted on **Tuesday, August 16, 2011 by 2:00 PM.**

5. (D) **Financial Stability of the Company:** Submit a statement indicating the financial stability and ability to finance and manage this contract. Such a statement may consist of one of the following: a current Financial Report (preferred) or a Dun and Bradstreet Report with D&B rating noted; or, a narrative of the past five years' business profile; etc. Statements shall be current. All information will be kept confidential.

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

7. **Insurance:** Provide a Certificate of Insurance verifying your firm's coverage for comprehensive general liability, worker's compensation, and automobile liability. The Contractor and all its subcontractors must provide and maintain comprehensive liability insurance naming the University of
Maryland Baltimore County and the State of Maryland, and its officers and agents, as additionally insured. The Contractor shall furnish the University with a certificate showing that such insurance is in effect and that the protection afforded under the policy will not be cancelled or reduced until at least forty-five (45) days' prior notice is sent the University of Maryland Baltimore County by the insurance company or agent, such notice being sent by registered mail.

7.1. **Commercial General Liability Insurance** - Comprehensive basis, including Contingent Liability, in an amount not less than $2,000,000 combined single limit for bodily injury and property damage. Additional coverage that should be included in CGL are Contractual Liability and Fire Legal Liability.

7.2 **Workers Compensation Insurance** - in accordance with Maryland statutes.

7.3. **Automobile Liability insurance** - comprehensive liability insurance that covers all vehicles utilized in conjunction with this contract with limits for bodily injury of $2,000,000 each occurrence and $2,000,000 each person with property damage of $2,000,000 each occurrence.

8. **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.

If company literature or other publications are included and intended to respond to an RFP requirement, the response in this volume should include reference to the document name and page.

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**

This volume must be submitted in a sealed envelope separate and apart from the technical volume. The envelope shall have the Proposer’s name, the contract name and the RFP number prominently displayed, together with the words "PRICE PROPOSAL". It must contain the following:
1. (D) **Price Proposal Form**: Complete the Price Proposal Form in 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.**

2. **Price Proposal Due Date/Time**: The due date and time for the Price Proposal is **Tuesday, August 16, 2011 at 2:00 p.m.** Price Proposals will be opened privately.

E. **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**
VI. APPENDICES

APPENDIX A - Technical Proposal Forms
APPENDIX B - Price Proposal Form
APPENDIX C - Contract Forms
APPENDIX D - Definitions
APPENDIX E - Campus Map:
(http://www.bwtechumbc.com/pdf/siteplan.pdf)
APPENDIX F - Small Business Reserve Information
APPENDIX A

TECHNICAL PROPOSAL FORMS

TECHNICAL FORMS

Experience/Reference Form
Company Profile Form
Key Personnel/Reference Form
Acknowledgement of Receipt of Addenda Form
Bid Proposal Affidavit
**BWTECH@UMBC SOUTH CAMPUS LANDSCAPE CONTRACT – RFP # BC-20742-P**

**EXPERIENCE FORM**

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 (1 of the 3 must be academic environments)
- [ ] Urban Location
- [ ] Other:

---

**CONTRACT DOLLAR SIZE:**

---

**CONTRACT TERM:** FROM: _______________ TO: _______________

---

**NAME OF PROPOSING FIRM'S PROJECT SUPERINTENDENT WHO MANAGES THIS CONTRACT:**

---

**TYPE OF SERVICES BEING PROVIDED: (CHECK ALL THAT APPLY)**

- [ ] Mowing
- [ ] Trimming
- [ ] Edging
- [ ] Paved Surfaces
- [ ] Snow Removal
- [ ] Leaf Removal
- [ ] Mulching
- [ ] Vines
- [ ] Plantings
- [ ] Trash Removal
- [ ] Turf Fertilization & Weed Control
- [ ] Edging
- [ ] Garden Bed Maintenance
- [ ] Other:

---

**PROVIDE A BRIEF, BUT DETAILED, DESCRIPTION OF SIMILARITIES OF YOUR CONTRACT SCOPE TO REQUIREMENTS FOR THIS CONTRACT SCOPE FOR LANDSCAPE MAINTENANCE SERVICES:**

---

---

---

Page 3
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:

____________________________________________________________________________

TYPE(S) OF WORK PERFORMED AND SERVICES PROVIDED:

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________
APPENDIX A

BWTECH@UMBC SOUTH CAMPUS LANDSCAPE CONTRACT – RFP-BC-20742-P
COMPANY PROFILE FORM

Page 2 of 2

COMPANY NAME: ____________________________________________________________

AVERAGE ANNUAL SALES: $______________

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

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

OTHER COMMENTS/ADDITIONAL INFORMATION:

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

END OF COMPANY PROFILE FORM
APPENDIX A
BWTECH@UMBC SOUTH CAMPUS LANDSCAPE CONTRACT – RFP-BC-20742-P

KEY PERSONNEL FORM

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

2. **POSITION TO BE ASSIGNED:**
   - [ ] Project Superintendent
   - [ ] Back-up to Project Superintendent

3. **EDUCATIONAL BACKGROUND:**

<table>
<thead>
<tr>
<th>Institution</th>
<th>Degree/Diploma/Certificates</th>
<th>Major (if any)</th>
</tr>
</thead>
<tbody>
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</table>

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**
   - ________________________________
   - ________________________________

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

   **DATES OF EMPLOYMENT:** ________________________________

   **POSITION HELD**
   - ________________________________
   - ________________________________
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?

___________________________ $______________ ________

DESCRIPTION OF CONTRACT SERVICED: ________________________________

6.2 CONTACT PERSON: _________________________ TELEPHONE #: ______

COMPANY NAME: ______________________________

PROJECT/CONTRACT NAME DOLLAR VALUE HOW MANY YEARS?

___________________________ $______________ ________

DESCRIPTION OF ACCOUNT SERVICED: ________________________________
6.3 **CONTACT PERSON:** _________________________ **TELEPHONE #:** ______

**COMPANY NAME:** _______________________________________________

<table>
<thead>
<tr>
<th>PROJECT/CONTRACT NAME</th>
<th>DOLLAR VALUE</th>
<th>HOW MANY YEARS?</th>
</tr>
</thead>
<tbody>
<tr>
<td>______________________</td>
<td>$____________</td>
<td>________</td>
</tr>
</tbody>
</table>

**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
RFP NO.: BC-20742-P

TECHNICAL & PRICE PROPOSALS DUE DATE: TUESDAY, AUGUST 16, 2011 AT 2:00 P.M.

RFP FOR: BWTECH@UMBC SOUTH CAMPUS LANDSCAPE CONTRACT

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 solicitation documents, this form is included in our Technical Proposal.

________________________________________
Signature

________________________________________
Printed Name

________________________________________
Title

________________________________________
Date

END OF FORM
BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT: I am the ___________ (title) and the duly authorized representative of ___________ (business) and that I possess the legal authority to make this Affidavit on behalf of myself and the Business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONDITIONS

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 (as is defined in Section 16-101 (f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the 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) (use attachments as necessary):

C. 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, SS 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
(5) Been convicted of a violation of the SS11-205.1 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 subsection (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; or
(8) 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 SSB and C (1) – (7) 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) (use attachments as necessary):

D. 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) (use attachments as necessary):

____________________________________________________________________________

Page 11
E. 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 Section 16-101, et seq., of the State Finance and Procurement Article of the Annotated Codes 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) (use attachments as necessary):

F. 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.

G. 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 proposer 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.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require 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 the 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.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, SS 14-101 through 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate $100,000 or more shall, file with the State Board of Elections a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;
(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness program to inform its employees about:
   (i) The dangers of drug and alcohol abuse in the workplace;
   (ii) The business’ policy of maintaining a drug and alcohol free workplace;
   (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
   (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by J (2)

(b), above;

(h) Notify its employees in the statement required by J (2) (b), above, that as a condition of continued employment on the contract, the employee shall:
   (i) Abide by the terms of the statement; and
   (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than five (5) days after a conviction;

(i) Notify the procurement officer within ten (10) days after receiving notice under J (2) (h) (ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under J (2) (h), above, or otherwise receiving actual notice of conviction, impose either of the following sanctions or remedial measures on an employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
   (i) Take appropriate personnel action against an employee, up to and including termination; or
   (ii) Require an employee to satisfactorily participate in a bona fide or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of J (2) (a) - (j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in J (4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:
   (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
   (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) Except as validly contested, the business had 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 Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final payment under any contract relating to this bid/proposal affidavit.

(2) The business named above is a _________ sole proprietorship, _________ partnership, or _________ corporation formed under the laws of the State of __________. [For entities not formed under the laws of Maryland,] I further affirm that the business named above is registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its current resident agent is filed with the State Department of Assessments and Taxation as:

Name: __________________________
Address: __________________________

L. 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.

M. ACKNOWLEDGMENT

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 the accompanying 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 PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: ___________________________  EIN or SS#: ___________________________

By: ___________________________  Solicitation#:  RFP# BC-20742-P

(Authorized Representative and Affiant)

12.0021 (Rev. 11/05)

END OF FORM
APPENDIX B

PRICE PROPOSAL FORMS

Price Proposal Form
RFP NO.: BC-20742-P
PRICE PROPOSAL DUE: TUESDAY, AUGUST 16, 2011 at 2:00 P.M.
PROPOSAL FOR: BWTECH@UMBC SOUTH CAMPUS OLANDSCAPE CONTRACT

PROPOSER: ____________________________________________________

Federal Identification Number/Social Security Number: ___________________

PRICE PROPOSAL

DATE_______________________

Ms. Delores R. Pertee
Department of Procurement Services
University of Maryland Baltimore County
Administration Building, Room 301
1000 Hilltop Circle
Baltimore, MD  21250

Dear Ms. Pertee:

The undersigned hereby submits the Price Proposal as set forth in RFP # BC-20742-P dated 07/20/11 and the following subsequent addenda:

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

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to complete the work as described in the RFP and subsequent Addenda as noted above.

By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of the RFP including any issued addenda.

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

The Contractor’s Proposal can be accepted in whole or part. It is the intent of the University to award most or all of the requested work as one contract. Individual zone costs are for the benefit of the University to allocate costs across differing fund sources. The award of the Contract will be based on the total price for Sections #1 and # 2 noted below. The pricing requested in Section # 3, will be used in the event that the University has unscheduled or extra work that is needed; these prices will be included in the price evaluation via the use of sample projects, and will be included in the awarded contract.
SECTION # 1 – BWTECH CENTER

(Times per year is for cost comparison only, frequency will vary according to weather)

(Lawn Area I – Main Building)

<table>
<thead>
<tr>
<th>Service</th>
<th>Per occurrence cost</th>
<th>Yearly cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOWING &amp; TRIMMING</td>
<td>X23</td>
<td>=</td>
</tr>
<tr>
<td>EDGING SIDEWALKS &amp; CURBS</td>
<td>X23</td>
<td>=</td>
</tr>
<tr>
<td>LEAF REMOVAL</td>
<td>X2</td>
<td>=</td>
</tr>
<tr>
<td>MULCHING</td>
<td>X1</td>
<td>=</td>
</tr>
<tr>
<td>TURF FERTILIZATION/WEED CONTROL</td>
<td>X2</td>
<td>=</td>
</tr>
<tr>
<td>WEEDING BED AREAS</td>
<td>X8</td>
<td>=</td>
</tr>
<tr>
<td>PRUNUNG SHRUBS</td>
<td>X2</td>
<td>=</td>
</tr>
<tr>
<td>SPRAYING CRACK WEEDS (as needed)</td>
<td>X10</td>
<td>=</td>
</tr>
</tbody>
</table>

(Lawn Area II – Entrance Road Maintenance)

<table>
<thead>
<tr>
<th>Service</th>
<th>Per occurrence cost</th>
<th>Yearly cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOWING &amp; TRIMMING</td>
<td>X11</td>
<td>=</td>
</tr>
<tr>
<td>EDGING &amp; MULCH TREES</td>
<td>X1</td>
<td>=</td>
</tr>
<tr>
<td>TURF FERTILIZATION/WEED CONTROL</td>
<td>X2</td>
<td>=</td>
</tr>
</tbody>
</table>
RFP NO.: BC-20742-P
FINANCIAL PROPOSAL DUE: TUESDAY, AUGUST 16, 2011 at 2:00 P.M.
PROPOSAL FOR: BWTECH@UMBC SOUTH CAMPUS LANDSCAPE CONTRACT

(Lawn Area III – As requested by Grounds Manager)

<table>
<thead>
<tr>
<th>Service</th>
<th>per occurrence cost</th>
<th>Yearly cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOWING OF HILLS &amp; SEDIMENT ENCLOSURES AROUND SATELLITE PARKING AREA</td>
<td>X3</td>
<td>=</td>
</tr>
</tbody>
</table>

SUMMER ANNUAL (approximately 300) 4” POTS X1 ____________________
FALL PANSIES (approximately 300) 4” POTS X1 ____________________
COURTYARD MAINTENANCE X8 ____________________
  TREE/SHRUB TRIMMING X2 ____________________
  LEAF REMOVAL X3 ____________________
  MULCHING X1 ____________________

TOTAL PRICE FOR SECTION #1 – BWTech Center = $___________________________

SECTION # 2

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

**SNOW REMOVAL**

<table>
<thead>
<tr>
<th>*Item #</th>
<th>Description</th>
<th>Quantity</th>
<th>Cost /hr</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Labor/shovel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Equipment /Operator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
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<tr>
<td>5</td>
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<tr>
<td>6</td>
<td></td>
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<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SECTION # 3

UNSCHEDULED / EXTRA WORK RATES

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

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

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

NOTE: THE ESTIMATED HOURS AND DOLLAR AMOUNT SHOWN BELOW ARE FOR BID EVALUATION PURPOSES ONLY AND DO NOT REPRESENT WHAT THE CONTRACTOR MAY OR MAY NOT EARN THROUGH UNSCHEDULED WORK.

<table>
<thead>
<tr>
<th>Rate Type</th>
<th>Rate Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost per labor man hour</td>
<td>$</td>
</tr>
<tr>
<td>Cost per supervisor per hour</td>
<td>$</td>
</tr>
<tr>
<td>Mark-Up % on Materials</td>
<td>%</td>
</tr>
</tbody>
</table>

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

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

__________________________________________________
RFP NO.: BC-20742-P
FINANCIAL PROPOSAL DUE: TUESDAY, AUGUST 16, 2011 at 2:00 P.M.
PROPOSAL FOR: BWTECT@UMBC SOUTH CAMPUS LANDSCAPE CONTRACT

We understand that by submitting a proposal we are agreeing to all of the terms and conditions included in the RFP documents.

We understand that the evaluation and subsequent final ranking of proposals will be in accordance with the RFP documents.

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

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

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

______________________________________________
Proposer (Company Name)

______________________________________________
Authorized Signature

______________________________________________
Print Name

______________________________________________
Title

END OF PRICE PROPOSAL FORM
APPENDIX C

CONTRACT FORMS

Maintenance Contract
Contract Affidavit
CONTRACT
BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND

By this Contract, made as of the day of , 2011, 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 term of this Contract shall begin on and terminate on .

2. **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. ________ 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.

3. **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 $ .
   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**: [Delete if not applicable and insert “N/A”] As specifically provided by Maryland Code Annotated, Commercial Law Article, Section 21-104, the parties agree that this Contract shall not be governed by the Uniform Computer Information Transaction Act (“UCITA”), Title 21 of the Maryland Code
Annotated, Commercial Law Article, as amended from time to time. This Contract shall be governed by the common law of Maryland relating to written agreements, as well as other statutory provisions, other than UCITA, which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland. Vendor agrees that, as delivered to the University, the software does not contain any program code, virus, worm, trap door, back door, timer or clock that would erase data, or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its conditions, or manually on command of Vendor.

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**: [Delete is not applicable - if contract does not contain estimated quantity items.] 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**: [To be included where deemed appropriate by the Procurement Officer or insert “N/A”] Time is an essential element of the Contract and it is important that the work be vigorously prosecuted until completion. For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the contract, the Contractor shall be liable for liquidated damages in the amount(s) provided for in the solicitation, provided, however, that the due account shall be taken of any adjustment of the specified completion time(s) for completion of work as granted by approved change orders.

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. **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.

44. **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.

45. **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.

46. **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.

47. **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.

(Signatures to be placed on the following page)
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
CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE
I HEREBY AFFIRM THAT:

I am the (title) _____________________________ and the duly authorized representative of (business) __________________________________ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT
I FURTHER AFFIRM THAT:

(1) The business named above is a (__domestic) (___foreign) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its current resident agent is filed with the State Department of Assessments and Taxation is:

Name: ________________________________________________

Address: ________________________________________________

City, State, Zip: ________________________________________________

(2) Except as validly contested, the business had 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.

C. CERTAIN AFFIRMATIONS VALID
I FURTHER AFFIRM THAT:

To the best of my knowledge, information and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated __________,20_____, and executed by me or 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: _______________________________

(Authorized Representative & Affiant)

12.00061 (04/02)

END OF FORM
APPENDIX D

DEFINITIONS
APPENDIX D

DEFINITIONS

- **Manager** – Landscape and Grounds Manager or Landscape Technician Supervisor or designee

- **Director** – BWTech@UMBC South Campus Director of Leasing and Facilities Management

- **Snow Operations Manager** – Landscape and Grounds Manager or designee

- **Zone levels** – Turf areas are delineated into zones according to frequency of mowing.

  Lawn Zone 1- Main Building area - grass height maintained according to species and variety of grass. Mowed approximately 14 days but as often as necessary to maintain a maximum height of 2-3”.

  Lawn Zone 2- Entrance Road Area - grass height maintained according to species and variety of grass. Mowed monthly to maintain a maximum height of 3-4”.

  Lawn Zone 3- Includes areas surrounding Satellite Parking and mowed approximately 3 times per year, and as requested by the Director to maintain a maximum height 4-6”. 
APPENDIX E

BWTECHONOLOGY CENTER – WEBSITE / CAMPUS MAP

1. BWTechnology Center Website:  www.umbc.edu/techcenter

APPENDIX F

SMALL BUSINESS RESERVE INFORMATION
NOTICE TO PROPOSERS
SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve procurement for which award is limited to certified small business vendors. Only businesses that meet the requirements set forth in the State Finance and Procurement Article, SS14-501 – 14-505, Annotated Code of Maryland, and who are registered with the Department of General services Small Business Reserve program are eligible for award.

For the purposes of a Small Business Reserve procurement, a small business is a for-profit business, other than a broker, that meets the following criteria:

• The business is independently owned and operated;

• The business is not a subsidiary of another business;

• The business is not dominant in its field of operation;

• The wholesale operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of $4,000,000 in its more recently completed 3 fiscal years;*

• The retail operations of the business did not employ more than 25 persons, and the gross sales of the business did not exceed an average of $3,000,000 in its most recently completed 3 fiscal years;*

• The manufacturing operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of $2,000,000 in its most recently completed 3 fiscal years;*

• The service operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of $10,000,000 in its more recently completed 3 fiscal years; and

• The construction operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of $7,000,000 in its most recently completed 3 fiscal years.*

• The architectural and engineering operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of $4,500,000 in its most recently completed 3 fiscal years*.

* If a business has not existed for three years, the gross sales average is computed for the period of the business's existence. For newly formed businesses the determination will be based upon employment levels and projected gross sales.
Further information on the certification process is available at: \url{www.dgs.state.md.us} and click on the Small Business Reserve hyperlink.

END OF APPENDIX F

END OF SECTION VI - APPENDIXES

END OF RFP DOCUMENT