



UNIVERSITY *of* MARYLAND BALTIMORE

REQUEST FOR PROPOSAL
FOR
LANDSCAPING AND TURF MAINTENANCE

RFP NUMBER: 91013 JL
ISSUED: July 28, 2022

PROCUREMENT/ISSUING OFFICE:

University of Maryland, Baltimore
Construction and Facilities Strategic Acquisitions
The Saratoga Building
220 Arch Street, Room 02-100
Baltimore, Maryland 21201-1531

PROJECT MANAGEMENT:

UMB Office of Facilities and Operations
University of Maryland, Baltimore (UMB)

ACCESS: Anyone requiring special assistance in obtaining a copy of the solicitation, in attending a pre-proposal conference or in delivering a proposal are requested to contact the appropriate person(s) in the Issuing Office per Section 1, Paragraph C. at least 48 hours in advance.

NOTE: All Addenda to this procurement will be posted on the UMB Procurement Services - ebid board website at <https://www.umaryland.edu/procurement/ebid-board/>

**REQUEST FOR PROPOSAL
FOR
LANDSCAPING AND TURF MAINTENANCE
AT
UNIVERSITY OF MARYLAND, BALTIMORE**

RFP91013JL

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UNIVERSITY OF MARYLAND, BALTIMORE

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RFP91013JL - SOLICITATION SCHEDULE

Issue Date:	July 28, 2022
Pre-Proposal Meeting:	Monday, August 15, 2022 at 10:00 am Refer to Section 00100, Paragraph D for further information.
Questions Regarding Solicitation Due:	Monday, August 22, 2022 (See Section I, Para C.3)
Initial Technical Proposal Due:	Thursday, September 8, 2022 on or before 2:00 pm (to be submitted electronically via email; see instructions in Section 00100, Paragraph E., required contents are detailed in Section 00300, Article 1.)
Anticipated Date of Notification following the Initial Technical Evaluation regarding shortlist:	Thursday September 29, 2022
Oral Discussions (optional) of <u>shortlisted</u> Proposers:	The week of October 11, 2022, time to TBD. Details to be provided to the final shortlisted proposers. (Refer to Section 00300, Article 3, Paragraph A)
Anticipated Date of Notification following the Second Technical Evaluation regarding final shortlist:	Tuesday, October 25, 2022
Site Visit:	Week of October 31, 2022, time TBD. Details to be provided to the final shortlisted Proposers.
Deadline for questions regarding the Price Proposal Phase	Wednesday, November 9, 2022
Anticipated Price Proposal Due:	November 17, 2022 on/before 5:00 pm <u>(Only the final shortlisted Proposers</u> will be requested to submit a Price Proposal electronically; Instructions regarding Price Proposal submittal will be issued via Addendum to the final shortlisted firms.

UMB Notifies Selected Contractor:	Anticipated by December 1, 2022
Contract executed by selected Contractor:	December 13, 2022 (Projected)
Contract Commencement:	January 1, 2022 (Projected)

END OF SOLICITATION SCHEDULE

SECTION 00100

INSTRUCTIONS TO PROPOSERS

SECTION 00100
INSTRUCTIONS TO PROPOSERS

I. INSTRUCTIONS TO PROPOSERS FOR THE MAINTENANCE CONTRACT

A. **SUMMARY:**

1. The objective of this Request for Proposal (RFP) is to select qualified contractor to provide Landscaping and Turf Maintenance:
(see Section 00400 for more detailed description)
2. The Contractor must be experienced and qualified to provide all labor, materials, equipment, supplies, supervision and other resources as required for the appearance of all outside spaces, activities and conditions at all areas within the identified University of Maryland, Baltimore (UMB) and any UMB owned property unless noted otherwise in this document and as specified by authorized personnel of the University of Maryland, Baltimore.
3. The initial Contract will be for the period of twelve (12) months, beginning January 1, 2023, and ending December 31, 2023. The University retains, at its unilateral discretion, the right to renew any resulting contract(s) for four (4) additional one-year periods, with no increase in the Contractor's quoted rates, except as noted in Section 00400, Article 1 - "General Provisions ", Paragraph C.
4. All work performed under this contract shall be in accordance with the University of Maryland, Baltimore "Standard General Conditions of Maintenance Contract", (which is contained in this RFP as Section 00700 "Standard Conditions") as modified or supplemented by any amendments, supplementary conditions, the Contract Documents as listed herein, any addenda, and other components of the Contract.
5. The University anticipates having a contract in place with the successful firm on or about December 1, 2022.

B. **PROCUREMENT PROCESS:**

This is a phased procurement. For detailed information on the Procurement Phases including the preparation and submittal of proposals see Section 00300 "Proposals, Evaluation, Forms".

C. ISSUING OFFICE AND QUESTIONS/INQUIRIES:

1. The Issuing Office is:

University of Maryland, Baltimore
Construction and Facilities Strategic Acquisitions
The Saratoga Building
220 Arch Street, Room 02-100
Baltimore, Maryland 21201-1531

Attn: Joseph Lee
email to: Joseph.lee@umaryland.edu

2. The Issuing Office shall be the **sole** point of contact with the University for purposes of the preparation and submittal of the RFP proposal.
3. All questions on this procurement are to be directed (preferably in writing) to the Issuing Office. Questions are due per the Solicitation Schedule. Items affecting the scope of work or conditions of the contract shall be subject to the conditions of Addenda per Attachment I Procurement Terms and Conditions, Paragraph 7.

D. PROCUREMENT OFFICER – CONSTRUCTION & FACILITIES STRATEGIC ACQUISITIONS:

Jean M. Graziano
Procurement Officer
Executive Director
University of Maryland, Baltimore
Construction & Facilities Strategic Acquisitions

Office: 410-706-1797
Email: jgraziano@umaryland.edu

E. PRE-PROPOSAL CONFERENCE:

1. A **Pre-Proposal Conference** will be held virtually via video-conferencing (Webex) **Monday, August 15, 2022 at 10:00 a.m.**

[Join Webex meeting](#)

Meeting number (access code): 2624 989 6230 Meeting password: bEBDRDfM353

Join from a video system or application

Dial [26249896230@umaryland.webex.com](tel:26249896230)

You can also dial 173.243.2.68 and enter your meeting number. **Tap to join from a mobile device (attendees only)**

[+1-202-860-2110](tel:+12028602110),[26249896230##](tel:+14156550001) United States Toll (Washington D.C.)
[+1-415-655-0001](tel:+14156550001),[26249896230##](tel:+14156550001) US Toll

Join by phone

+1-202-860-2110 United States Toll (Washington D.C.)
+1-415-655-0001 US Toll

[Global call-in numbers](#)

2. Attendance is *not mandatory*, but is strongly recommended as clarifications may be provided.
3. A walk through of the Project site will **not** be conducted as part of this meeting, however, it is anticipated that a walk-through of the Project site will be held with the final shortlisted firms (and interested subcontractors) prior to the Price Proposal due date.

NOTE: PPE mask must be worn at all times while on UMB Campus and in UMB Buildings.

1. Refer to UMB web link

<https://www.umaryland.edu/coronavirus/content/campus-operations/> in regard to COVID-19 Guidance for Contractors.

F. TECHNICAL PROPOSALS:

1. **Technical Proposals** must be submitted electronically via email to Proc-oncallbids@umaryland.edu per the Solicitation Schedule in order to be considered. The time that the email is sent by the Proposer will be considered the time.

The subject line of your email is to be: 09-08-2022 RFP91013JL – Your Company Name.

2. Price Proposals are not requested at this time. These will be requested solely of the shortlisted firms following the technical proposal evaluation. Refer to Section 00300, Article 3 for further details.)
3. LATE PROPOSALS CANNOT BE ACCEPTED.

END OF SECTION 00100

SECTION 00200

INFORMATION AVAILABLE TO PROPOSERS

SECTION 00200
INFORMATION AVAILABLE TO PROPOSERS

II. INFORMATION AVAILABLE TO PROPOSERS

A. **CONTRACT DOCUMENTS:** This RFP91013JL dated July 28, 2022, consists of the documents noted below.

- All documents in the Solicitation (Refer to the Solicitation Table of Contents for all sections contained **within the RFP document**) along with other documents packaged separately as noted below (if any):
- **Any Addenda**, which may be issued prior to the Proposal Due Date.

All of these materials will be included in the Contract with the University awarded as a result of this solicitation. The Proposer by submitting its proposal agrees that if awarded the Contract that it, as the Contractor, will be bound under the Contract to all the terms and conditions thereof.

B. SET OF DOCUMENTS AVAILABLE TO PROPOSERS: The RFP and Attachments A through I are available on the UMB eBid Board at <https://www.umaryland.edu/procurement/ebid-board/>.

C. AVAILABLE RECORD DOCUMENTS:

1. The University of Facilities and Operations upon written request will make accessible to the Proposers any available record drawings, utility plans, and other data pertinent to existing conditions to the extent that such material is available. The University, however, can offer no assurances that such drawings, property description, or other data are accurate, current or complete.
2. The Proposers shall assume the responsibility for cost of reproduction as well as replacing any damaged documents.

END OF SECTION 00200

SECTION 00300

PROCUREMENT PROCESS AND FORMS

**SECTION 00300
PROCUREMENT PHASES AND FORMS**

Article 1

Summary of Procurement Phases and Technical Proposal Requirements

III. INTRODUCTORY SUMMARY OF PROCUREMENT PHASES: This RFP consists of the following phases:

1. **Technical Proposal Submittal** (see Section D below of this Section 00300 Article 1 for details on the required contents of the Technical Proposal): All Proposers are required to first submit **only a Technical Proposal without a Price Proposal**. Refer to the Solicitation for the due date and time for Technical Proposals and Section 00100 Paragraph F regarding submittal instructions.
2. **Oral Presentations/Interview Sessions:** **Only** those Proposers whose technical proposals are shortlisted following the Initial Technical Evaluation will be requested to remotely attend Oral Presentations/Interview Sessions (see Article 3 of Section 00300 for details regarding these sessions.) virtually or at the University. Refer to the Solicitation Schedule for the anticipated date for Oral Presentations/Interviews. Oral Presentations/Interviews will be held at the discretion of the University.
3. **Price Proposal Submittal** (see Article 4 of this Section 00300 for details on the Price Proposal): Only those Proposers whose technical proposals remain shortlisted following the Second Phase Technical Evaluation will be requested to submit a Price Proposal. The **anticipated due date** for submission of the **Price Proposal** is set forth in the Solicitation Schedule. The final Price Proposal Form, any required documents, and instructions for submission of the Price Proposals will be issued via Addendum to the final shortlisted Proposers.

A. TRANSMITTAL LETTER

A transmittal letter prepared on the Proposer's business stationery must accompany the Technical Proposal Submittal. The purpose of this letter is to transmit the Proposal; therefore, they should be brief, but shall list all items contained within the Technical Proposal. The letter must be signed by an individual who is authorized to bind his firm to all statements, including services and financials, contained in the Proposal. **The letter must also provide a contact name(s), title, email address, and phone number (including extension, if applicable) of the appropriate contact person for the Proposer during the procurement process.**

B. TECHNICAL PROPOSAL SUBMITTAL

The Technical Proposal should be prepared in a clear and precise manner. Failure to include any of the items listed below may disqualify your firm's response. Proposers should describe in detail and provide evidence supporting the qualifications requested below. **Technical criteria are listed in order of importance.** All proposers are to compile their Technical Proposals in the order listed and are to paginate the proposal.

The cover page of the Technical Proposal shall have the Proposer's name and address; and the RFP number, project name and project number.

1. Detailed responses to Technical Proposal Criteria, listed in this section;
2. Contractor's license (photocopy);
3. Bid/Proposal Affidavit;
4. Acknowledgement of Receipt of Addenda (If addenda are issued prior to the Technical Proposal due date, this form acknowledging receipt of all addenda **MUST** be included with your Technical Proposal.), and,

C. FORMS PACKAGE

Forms for each of the items required in the Technical Proposal (except items 1 and 2) are furnished under the RFP Number on the eBid board at <https://www.umaryland.edu/procurement/ebid-board/> as a separate document. The forms required for the Technical Proposal are listed as Attachment A in the Forms Package.

The Price Proposal form will be issued via Addendum to only those firms who are shortlisted following the second phase technical evaluation.

D. TECHNICAL PROPOSAL CRITERIA

The following information **must** be furnished in the Technical Proposal. Omission of any of the items noted below may result in the proposal being considered non-responsive. Compile the technical proposal in the same order as the Technical Proposal Evaluation Factors listed below. Technical Proposal Evaluation Factors are listed below in relative order of importance.

1. KEY PERSONNEL & REFERENCES

1.1 KEY PERSONNEL: Within this category, the named positions are defined below. These Key people must be direct employees of the bidding firm.

Contract Manager: This person will be responsible for the overall management, administration, communication of this contract and be the prime contact person for the Universities. May also provide onsite management as needed: supervision of the trade contractors as needed, reviewing the project in the field when required with a University's PM representative or designee and be the channel for inquiries concerning work in progress (i.e. maintain project schedule) and work to be started under this contract. The Contract Manager should have a minimum of five (5) years' experience in the position of Contract Manager. The University will accept only one (1) person in this role.

LANDSCAPE FORMAN: 100% onsite direct supervisor who will be available for assignment during the term(s) of this contract. This person will be responsible for the direct supervision of the landscaping personnel and subcontractor contractors, daily coordination of the work on site to maintain the contract/project(s)/task schedule and provide onsite supervision to the landscape personnel. Firm may submit no more than one (1) person for this position.

NOTE: The Key Personnel Forms were developed for use on this procurement to ensure that all requested information is provided. Bidders are required to utilize the University's forms; it is the Bidder's responsibility to provide all requested information within his Technical Offer.

NOTE: Personnel Commitment: By submitting these names for consideration, the Bidder is committing these people to UMB for this Landscaping and Turf Maintenance contract, if awarded. No personnel changes will be permitted without written authorization from the University.

Provide the name of the Contract Manager and Landscape Forman to be assigned to this contract, if awarded, and complete the Key Personnel Forms on each inclusive of the following information:

- **Technical Training/Educational background** inclusive of degrees- majors, apprenticeships and licenses; dates achieved; and the granting institutions and/or associations.
- **Work experience with the bidding firm** inclusive of duration (with specific calendar years noted) of employment and position(s) held;
- **Work experience with prior employers**, durations (with specific calendar years noted) of employment and position(s) held;
- **Key Personnel References**
Provide **three (3)** references, preferably the contracts/projects references listed in #1.2 below, **successfully been completed within the past five (5) years from issue date of bid** on the proposed key person inclusive of contact person, phone number in the space provided on the Key Personnel Forms.

Such references are to be **contract/project references not employment references**; that is, the University is interested in speaking to an individual with the contract/project location (i.e. Project Manager, Owner, Maintenance staff, etc.) that the key person deals with on a daily/regular basis regarding the key person's performance on a particular contract/project.

Such references are to be from different contracts/projects; that is, only one reference per contract/project is allowed as well, only one (1) reference may be within the University of Maryland, Baltimore.

In addition, the University reserves the right to check other sources available. The University will hold all references in the strictest of confidence.

Please insure that the information is accurate and that the reference named can speak to the **individual's performance in the role to be assigned on this contract.**

1.2 **SIMILAR CONTRACT/PROJECT EXPERIENCE:**

(page 2 of the Key Personnel Forms) similar to UMB's Landscaping and Turf Maintenance, including similar in scope, nature and complexity of the outlined bid, size and setting (urban environment and higher education), preferably the projects listed in #2 below with a minimum of three (3) projects to be listed **and successfully been completed within the past five (5) years from issue date of bid.**

Please include the following:

- a) Contract/Project Name and address (location)
- b) Contract/Project Description: Brief description of each contract/project including type of work performed (i.e. landscaping, turf maintenance, mowing, irrigation, weed control, ground cover, mulching, fertilizing, soil and turf conditioning, trees and shrub maintenance, flower bed maintenance, planters maintenance, edging, and Enhancement work to existing landscaping), and setting (interior, occupied setting, urban environment, higher education, etc.). Contract/Project was under a Maintenance contract, T&M, Not to Exceed, etc.
- c) Key Person's role on each selected contract/project.
- d) Dollar amount of contract/project.
- e) The start date and completion date or projected completion of the contract/project;
- f) Reference Contact/Project: valid name, telephone number, and email address

2. FIRM EXPERIENCE AND REFERENCES:

2.1 FIRM EXPERIENCE:

Complete the Proposer's Firm Experience Form (found in Attachment A), for three (3) contracts/projects, **successfully been completed within the past five (5) years from issue date of bid**, which are similar to work to be performed under this contract inclusive of: scope, nature and complexity of the outlined bid, size and setting (urban environment and higher education) and site constraints.

In order to be considered as experience, these projects **must** be completed by the bidding firm.

Please Note: If your firm is a local office of a parent company, such experience must be performed by the local office in order to be considered.

These contracts/projects should demonstrate your firm's experience with work in occupied buildings and higher education. As indicated on the form, the following information is to be provided for each project as follows:

- a. Contract /Project Name and address (location)
- b. Contract/Project Description: A concise but detailed description of each contract/project including type of work performed (i.e. landscaping, turf maintenance, mowing, irrigation, weed control, ground cover, mulching, fertilizing, soil and turf conditioning, trees and shrub maintenance, flower bed maintenance, planters maintenance, edging, and Enhancement work to existing landscaping), and setting (interior, occupied setting, urban environment, higher education, etc.). Contract/Project was under a Maintenance contract, T&M, Not to Exceed, etc.
- c. Key Person's role: on each selected contract/project
- d. The dollar amount of this contract/project, final project, and percentage increase (or decrease) for the contract/project(s)
- e. The start date and completion date or projected completion of the contract/project;
- f. Reference Contact/Project: valid name and telephone number;
- g. Similarities of the reference project(s) to this project

2.2 REFERENCES

- a. As part of the second phase technical evaluation process of

shortlisted firms, the University intends to contact one or more of the Customer/Project Owner references (both for the firm and the key personnel) using the information provided by the proposer (above) for the purpose of establishing experience. It is preferable that an Owner/Client be given as a reference, but for those Firm Experiences where the Proposer was a trade contractor/sub-contractor, it is acceptable to provide the General Contractor as the reference contact. Proposers should verify the accuracy of the reference contact information before submitting their proposal. The University will hold all reference data in strict confidence.

- b. All references should include a contact person who can comment on your firm's and/or Key Personnel's ability and performance on a project of this type. It is imperative that contact names, email addresses, and phone numbers (including extensions and/or voicemail prompts) be given for the projects listed and be accurate.
- c. The University reserves the right to check other reference sources at its sole discretion, including sources not identified by the proposer. The University may also consider the performance of the proposer on any/all projects performed for the University prior to submittal of this proposal, including ongoing/active projects, whether identified by the proposer or not.

2.3 To be considered as experience, projects must meet criteria as follows:

- A. 1 of 3 should include Landscaping and Turf Maintenance
- B. 1 of 3 should include similar site constraints.
- C. 2 of 3 must be in an occupied setting with higher consideration if this is the case for all three projects
- D. 1 of 3 must be set in Higher Education setting, with greater consideration given if more than one.

3. COMPANY PROFILE:

- a. Company Profile: (Form found in Attachment A of the forms package.) Provide a brief but informative history of your firm inclusive of (i) how your firm has developed over the years, (ii) type of work done, (iii) client base, (iv) number of employees inclusive of a breakdown among office and field and supervisory and non-supervisory, (v) your firm's bonding capacity, (vi) your firm's EMR rating, Note: At its sole discretion and if deemed in its best interest, the University may request a Dun & Bradstreet Report inclusive of Rating and/or recent Financial

statement.

- b. By completing the Company Profile Form [3 (a) above] Proposers will provide their Annual Construction Volume/Number of Projects for the last three (3) years.
- c. Current Workload: Complete the Current Workload form (Form found in Attachment A of the forms package). Provide list of current projects on which the firm is committed, with the dollar volume and time frame for each. Describe the firm's ability to accomplish the proposed services on this project within specified time frames (this is in addition to the information required in other paragraphs).

4. STATEMENT OF APPROACH:

Provide a detailed but concise, overall description (developed in response to this bid) of **how** your firm will organize and manage this contract and **how** work will be performed by your firm per the scope of services/work contained in the bid documents.

The information to be provided under this category is to include, but not limited to, the following:

- a. A written narrative of **how** your firm plans to execute the requirements, including the weekly completion of the various conditions within this contract for Landscaping and Turf Maintenance and enhancement work under this contract;
- b. A discussion of your Key Personnel's approach to coordinating all work including how your firm plans to provide project management of the task orders (i.e. enhancements, etc.) in order to minimize disruption to the UMB, students, staff and faculty when providing services under this Landscaping and Turf Maintenance Contract; and,
- c. Particular challenges which this contract presents and how the Bidder would address these challenges.

5. ENHANCEMENT WORK

Provide a 1) **written narrative** identifying your methods of developing landscape plan enhancements, how it is conceived, and your 2) **company's staffing approach**. This is the proposer's opportunity to tell the University how they plan to execute this requirement. Within the narrative, it should also be noted how the work will be executed without interfering with the weekly landscaping and turf maintenance program.

- 6. Bid/Proposal Affidavit – Form:** State and USM Procurement Regulations require that each proposal submitted by a firm include a signed Proposal Affidavit. A copy of this Proposal Affidavit is included in **Attachment A**.

7. **Acknowledgement of Receipt of Addenda Form:** If any addenda to the solicitation documents are issued prior to the due date and time for Technical Proposal, this form (found in **Attachment A**) is to be completed, signed, and included in the Proposing Contractor's Technical Proposal.

END OF SECTION 00300, ARTICLE 1

SECTION 00300
PROCUREMENT PHASES AND FORMS
Article 2
Initial Evaluation of Technical Proposals

A. Evaluation of the Technical Proposal:

1.1 The University will establish an Evaluation Committee for the purpose of evaluating Technical Proposals submitted in response to this RFP. As the procurement progresses, the Committee may seek input from other appropriate University staff on the proposed services. As well, the Committee may request additional assistance from any source at any time during the procurement

1.2. Qualifying Proposals

The Procurement Officer shall first review each proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any mandatory requirement will normally disqualify a Contractor's proposal. UMB reserves the right to waive a mandatory requirement when it is in its best interest to do so. The Contractor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP. Proposals cannot be modified, supplemented, cured, or changed in any way after the due date and time for technical proposals, unless specifically requested by UMB.

1.3 Technical Evaluation

The intent of this RFP is to provide Landscaping and Turf Maintenance Contractors an opportunity to present their qualifications, experience, and staffing approach to providing the scope of services in relation to the needs of the University. The manner in which the proposing team presents their qualifications will be regarded as an indication of how well the Proposer's philosophy, approach, qualifications/expertise, organizational culture, working style and communications style fit with UMB's. Submittals that concisely present the information requested in the order and the manner requested will be considered more favorably than a submittal from a Proposer of commensurate qualifications that displays a lack of organization, conciseness or attention to detail.

After compliance with the requirements in this RFP has been determined by the Procurement Officer, the Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the Evaluation Criteria. The process involves applying the evaluation criteria contained in the RFP and determining the strengths, weaknesses, advantages, and deficiencies of each Proposal. Proposals are evaluated to determine those proposals that have sufficient qualifications to meet the needs of the University and therefore are evaluated as most advantageous to UMB. The Committee intends to shortlist based on the evaluation process.

Per Section 00300 Article 1, the order of importance of the technical criteria is as follows:

Key Personnel & References,
Firm Experience & Reference;
Company Profile/Annual Sales/Current Workload;
Statement of Approach and Enhancement Work

1.3.1 In general, proposals submitted in response to this Solicitation must demonstrate that the firms and, in particular, the project team will have:

- a. Experience that clearly demonstrates the proposer's and Key Personnel knowledge of, and ability to, successfully perform work similar to that contemplated by these specifications. Higher consideration will be given for experience involving projects most similar to the project proposed by this RFP, in terms of size, scope, setting, and complexity. Ability to deliver projects on time. Ability to deliver projects within cost established at award. Projects provided in an occupied setting, preferably in an Higher Education setting.
- b. Higher consideration will be given to project approaches that are clear and demonstrate that the contractor understands the University's project, the schedule, and challenges.
- c. Higher consideration will be given to proposers whose company profile, and current workload illustrate that the proposer has the resources available to successfully complete the University's projects on time.

1.4 At the sole discretion of UMB, Contractors who have submitted Technical Proposals may be requested to provide UMB additional technical information to further clarify the Contractor's technical qualifications. If additional information is requested of one or more Contractors, the Procurement Officer will so advise.

1.5 The Evaluation Committee, considering each proposer's response to the Technical Proposal Criteria described herein, will evaluate Technical Proposals and may recommend the best technically qualified proposers for further consideration by the Procurement Officer. Subject to review and approval by the Procurement Officer, the best technically qualified proposers (i.e. shortlisted) will then be classified as technically acceptable.

1.6 Those Contractors that are not shortlisted will not progress in the procurement. Multiple shortlists may result as the procurement progresses. As the procurement progresses and as results of the technical evaluation are determined by UMB, all Contractors will be notified as to the results of the technical evaluation of his/her firm's technical proposal.

END OF SECTION III, ARTICLE 2

SECTION 00300
PROCUREMENT PHASES AND FORMS
Article 3
Oral Presentations/Interview Sessions

A. ORAL PRESENTATION/INTERVIEW SESSIONS

1. The University will contact **only** the shortlisted Proposers to schedule an Oral Presentation/Interview Session (“Interviews” or “Oral Presentations”) with the University, either in person or remotely, whichever is deemed to be in the best interest of the University. **Only** those Proposers who are shortlisted as a result of the initial technical evaluation will be requested to attend an Interview.

The date and time for these sessions will be set upon completion of the initial technical evaluation. However, it is anticipated that the Interviews will be conducted remotely on the date(s) provided in the Solicitation Schedule. Each firm will be required to have the Contract Manager, Landscape Forman and Proposer/s Executive Management attend. Proposers are advised to set aside the entire date on these individuals’ calendars to avoid any conflicts. At the time these sessions are scheduled, the University will confirm in writing with each Proposer the specifics of these sessions, including the date and time. Due to scheduling timeframe, shortlisted Proposers will not be able to choose their time and/or date for these sessions. These sessions are anticipated to be 60 minutes in duration

1. The purposes of the Oral Presentation are as follows:
 - (a) to allow the University to meet the Proposer’s Key Personnel and provide them an opportunity to convey their background and expertise as it applies to the University’s project;
 - (b) to discuss selected categories of the Proposer's Technical Proposal to convey their understanding of the project, in particular the proposed schedule as well as the project challenges identified by the Proposer;
 - (c) to provide an opportunity to clarify the scope of services for this Project; and,
 - (d) if time permits, to review the Price Proposal form.
3. Shortlisted firms, therefore, are to be prepared as follows:
 - Introduce its team with each person presenting him/herself including a summary of his/her background, and their role on the UMB project; and,
 - As a team, convey thoughts and perspective on the (a) UMB engagement and how their experience and expertise can be applied to it; (b) its identified anticipated project challenges and recommendations to resolve these; and (c) preliminary proposed project schedule.

Note: The Interview sessions are to be specifically tailored to UMB's engagement. It is expected that the proposed key personnel are the primary spokespeople for the firm. (Marketing staff and/or high level executives may attend, but are not to dominate the discussion/interview.)

Following the Oral Presentation sessions, a Second Phase Technical Evaluation will be conducted.

B. SECOND PHASE TECHNICAL EVALUATIONS

Upon completion of the Oral Presentations (if applicable), the University will conduct the Second Phase Technical Evaluation as described in this section.

The order of importance of the technical criteria will be as follows: Key Personnel including Key Personnel References, Firm Experience including References, Project, Company Profile, Statement of Approach, Enhancement Work and Current Workload.

In the Second Phase Technical Evaluation, all information provided by the Proposer in both the initial technical proposal and the Oral Presentation will be evaluated. As well, the references of the Key Personnel and the Firm including satisfactory performance of work for the University on past (or active) projects will be incorporated into the evaluation. A second shortlist will result from this evaluation.

Upon completion of the second phase technical evaluation, Proposers will be notified as to the results; that is, whether the Proposer is included or not on the second shortlist.

It is the University's intent that the second shortlist will be the final shortlist, however, further information may be requested by the University during the technical evaluation process and a Best & Final Technical phase may be conducted.

The University will rank the final shortlist.

END OF SECTION 00300, ARTICLE 3

SECTION 00300
PROCUREMENT PHASES AND FORMS
Article 4
Price Proposals and Final Evaluation

A. PRICE PROPOSAL AND ENCLOSURES

- 1. Only firms that remain shortlisted following the final evaluation of Technical Proposals and Oral Presentations will be requested to submit a Price Proposal.**
2. The Price Proposal form and instructions for submittal will be provided via written Addendum to the final shortlisted Proposers. It is anticipated that Price Proposals will be submitted to the Issuing Office by the due date and time per the Solicitation Schedule.
3. The Price Proposals and all required forms shall be completed in ink or typed; erasures and/or alterations shall be initialed in ink by the signer.
4. The following documents must be submitted with the Price Proposals.
 - (a) Price Proposal Form (Note: Proposers shall provide prices for all items on price proposal form).

B. SIGNING OF PRICE PROPOSAL FORMS

The Price Proposal, if submitted by an individual, shall be signed by the individual; if submitted by a partnership or joint venture, shall be signed by such member or members of the partnership or joint venture as have authority to bind the partnership or joint venture; if submitted by a corporation, shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary.

If not signed by an officer, there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation. Signatures shall be under seal, i.e.: indicated by the word "(Seal)" following signature of individual and partner bidders, and indicated by affixing the Corporate Seal at corporate signatures.

C. PRICE PROPOSAL EVALUATION

1. Price Proposals will not be opened publicly.
2. Price Proposals will be evaluated based on the sum total of the Price Proposal. The University reserves the right to request an itemized breakout of the quoted cost for evaluation and information purposes.
3. The University may elect to request Best & Final Price Proposal(s).

D. FINAL PROPOSAL RATING

1. The final proposal rating will be based on the second (or final, whichever is applicable) phase technical evaluation and the price proposal evaluation.
2. Technical merit will have a greater weight than cost.
3. The Evaluation and Selection Committee will choose from among the highest rated proposals that proposal which will best serve the interests of the University, in accordance with University procurement regulations. The University reserves the right to negotiate or modify any element of the request for proposal evaluation process to secure the best possible arrangement for achieving the stated purpose. The University reserves the right to make an award with or without negotiations. The final decision will not be based upon price alone.
4. Refer to Attachment I Procurement Terms and Conditions, Paragraph 11. Proposal Acceptance.

END OF SECTION 00300 ARTICLE 4

END OF SECTION 00300

SECTION 00400
SCOPE OF WORK
ARTICLE 1 – 4

SECTION 00400

SCOPE OF WORK

LANDSCAPING AND TURF MAINTENANCE

ARTICLE 1 – GENERAL PROVISIONS

A. BACKGROUND

The University of Maryland, Baltimore (UMB) is a public university that is a part of the University System of Maryland, a public corporation and an instrumentally of the State of Maryland. The 71-acre research and technology complex encompass 67 buildings located in West Baltimore; a city that has become a model for urban rebirth and vitality. The UMB complex has over 7,119 faculty members and staff and 6,329 students enrolled in six professionals: School of Dentistry, School of Law, School of Medicine, School of Nursing, School of Pharmacy, School of Social Work and a Graduate School.

B. SCOPE

The intent of this procurement is to award an annual contract with optional renewal options, to a qualified Contractor to provide all labor, materials, equipment, supplies, supervision, subcontracting and other resources as required for the appearance of all outside spaces, activates and conditions at all areas within the identified University of Maryland, Baltimore and any UMB owned property unless noted otherwise in this document and as specified by authorized personnel of the University of Maryland, Baltimore.

C. CONTRACT TERM

The initial Contract is to be issued for a period of 12 months, beginning January 1, 2023, and ending December 31, 2023. The University to retain, at its unilateral discretion, the right to renew any resulting contract(s) for four (4) one-year unilateral renewal options.

Rates shall be firm during each contract year. The Contractor may submit a written request for price adjustment, at least ninety (90) days prior to the Contract anniversary date. All other terms and conditions shall remain the same. It will be UMB's sole option to approve, or not, any such price adjustment requests. Annual price adjustments, if approved, will take effect upon each renewal of the contract.

Price increases, if any for subsequent renewal options shall be limited to the U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) to monitor any such price adjustment request for reasonableness. UMB will use the Consumer Price Index (CPI) - All Urban Consumers, U.S. city average for **Gardening and Lawncare services**, not seasonally adjusted and will use the **October 2021 index of 227.047** as the benchmark.

All such price adjustment request will be calculated using a simple percentage method.

The following example illustrates the computation of percentage change:

CPI for current period:	150.252
Less CPI for previous period:	147.362
Equals index point change:	2.89
Divided by previous period CPI:	147.362
Equals:	.0196
Results multiplied by 100:	.0196 x 100
Equals Percentage change:	1.96%

- D.** All communications on projects are to be directed to the designated University Facilities and Operations personnel or designated personnel only. No instructions, directions, and information are to be given to the Contractor by any other University personnel. **All change order work may not proceed until an additional purchase order change order has been issued by Construction & Facilities Strategic Acquisitions for additional work and the applicable additional cost.**
- E.** Any staff changes by the Contractor in the Contract Manager, or Landscape Forman must be reviewed and approved by UMB Construction & Facilities Strategic Acquisitions via the issuance of a contract amendment prior to any reassignments being made.
- F.** The Contract Manager should be readily available to review all phases of the project when requested by the University. No changes can be made in the project coordination without the written approval of the University via the issuance of a contract amendment by UMB's Construction & Facilities Strategic Acquisitions.

G. ADDING/DELETE

The University of Maryland, Baltimore reserves the right to add or delete locations from this contract. In such events, contract prices shall be adjusted as mutually agreed upon between the University and contractor through a written contract amendment. Any adjustment(s) due to addition or deletion must be approved by the University's Construction & Facilities Strategic Acquisitions through a written contract amendment.

END OF SECTION 00400/ARTICLE 1

SECTION 00400

ARTICLE 2- SPECIFICATIONS

A. SCOPE OF WORK

It is the intent of the University to have one contractor to provide all labor, materials, equipment, supplies, supervision, subcontracting and other resources as required for the appearance of all outside spaces, conditions and environs, activates and conditions at all areas within the identified University of Maryland, Baltimore (UMB) and any UMB owned property unless noted otherwise in this document and as specified by authorized personnel of the University of Maryland, Baltimore and perform all services identified in this document; that is, all landscaping and turf maintenance, and enhancement services.

All University of Maryland, Baltimore property as identified within this document must at all times, be maintained in a neat and orderly fashion and be clean and weed free. It is the intention of UMB to have green fertile lawn areas at all times. It is the absolute expectation of UMB to have all work performed with nothing but the highest of standards. The on-site supervisor's and management team will be expected to communicate with UMB throughout the contract term.

The campus must be managed in the following manner: The contractor shall have a Contract Manager; the person is responsible for the overall management of this contract at the University. There shall be one (1) Landscape Foreman on site 100% for the direct supervision of the landscape and turf maintenance team and subcontractors and daily coordination of the work on site to maintain the contract/project(s)/task schedule, including any enhancement work. There shall be a landscape enhancement division with its own estimating, design & installation team.

It is the aspiration of the university that the awarded firm will become a "*partner*" with UMB's Facilities and Operations, Environmental Services (EVS) and will in turn have a vested interest in the appearance of the campus. This said the successful firm and their employees are expected to take a proactive approach in how they collectively manage this contract and the campus. The respective managers of the selected firm will meet with UMB Project Manager or UMB designated personnel on a weekly basis to review operations and routine follow up on any current projects.

B. PROJECT IDENTIFICATION & LOCATION LANDSCAPE & TURF MAINTENANCE SERVICES

The identified tracts are generally bounded on the west by Martin Luther King, Jr. Boulevard, Pratt Street to the south, Eutaw Street to the east and Saratoga Street to the north. See Attachment E Boundary Map. Specific identification of areas involved in these services is as follows.

1. Parking Areas are identified as Follows:

- a. Koester's Lot: The parking areas bounded on the north by the north side of Josephine Alley, Lexington Street to the south, east to Arch Street and west to the Lexington Street Garage. This area includes the maintenance of plant beds and trees. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
- b. Saratoga Street Garage: Bounded on the north by the Saratoga Street, west to the east side of the Vicinity, Hope Lodge to the south and Arch Street to the east. This area includes the maintenance of plant beds, planters, ground cover and tree pits. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
- c. Lexington Street Garage: Bounded on the north by the Josephine Alley, Pine Street to the west and Lexington Street to the south and Koester's Lot to the east. This area includes the maintenance of plant beds, trees and turf. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
- d. Baltimore Grande Garage: Bounded on the north by Fayette Street, Paca Street to the west and to the south, the alleyway (included) and the area directly to the east. This area includes the maintenance of tree pits. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
- e. Pearl Street Garage: Bounded on the south by Fayette Street, Arch Street to the west, and Chicago Alley to the east (included) and Lexington Street to the north. This area includes the maintenance of plant beds, trees, turf and planters. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
- f. Pratt Street Garage: Bounded on the south by Pratt Street, and all spaces adjacent on the north, east and south sides of the building. This area includes the maintenance of tree pits, planters and plant beds. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
- g. Penn Street Garage: Bounded on the south by Pratt Street, Penn Street to the east and Lemon Alley (included) to the north. This area includes the maintenance of tree pits, planters and plant beds. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
- h. Administration Lot: Bounded on the north by Saratoga Street, Pearl Street to the West, Lexington Street to the South, and by Greene Street to the East. This area includes the maintenance of plant beds, trees and turf. Refer

to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.

- i. West Fayette Lot: Bounded by Pascault Row (651 W Lexington Street) to the North, Pine Street to the West, Fayette Street to the South and Arch St to the East. This area includes the maintenance of plant beds and trees. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
2. **Pine Street Station/Pine Annex**: Located at 214 North Pine Street. Bounded by Pine Street on the east, Martin L. King, Jr. Boulevard on the west and extending to the edge of the lawn on the south side of the building and north to Saratoga Street. This area includes the maintenance of plant beds, trees, turf and planters. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
3. **737 Lombard Building**: Located at 737 West Lombard Street. Bounded on the north by the south side of Lombard Street, Martin L. King, Jr. Boulevard to the west, and the entire Alleyway to the south (included). This area includes the maintenance of plant beds and trees. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
4. **Campus Center**: Located at 621 West Lombard Street, bounded on the north by Lombard Street and Pratt Street to the south. This area includes the maintenance of plant beds, trees, turf and planters. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
5. **School of Nursing**: Located at 655 West Lombard Street, bounded on the north by Lombard Street, Penn Street to the west, south to Lemmon Alley (included) and east to the *Campus Center* site. This area includes the maintenance of plant beds, trees, turf and planters. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
6. **Health Sciences & Human Services Library (HS/HSL)**: Located at the corner of Lombard & Greene Streets. Bounded on the north by Lombard Street, east by Greene Street, south by Pratt Street and west by the *Campus Center* site. This area includes the maintenance of plant beds, trees, turf and planters. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
7. **School of Law School/Library & School of Social Work Complex**: Located within the boundaries of Baltimore Street to the south, Paca Street to the east, west to Greene Street and Fayette Street on the north. In the courtyard is a fountain. All debris on, in or under water must be removed daily. This area includes the maintenance of plant beds, trees and planters. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
NOTE: (*Tract does not include work inside the fenced-in Westminster Church and Grounds*)

8. **Pascault Row**; Located at 651-655 West Lexington Street, bounded on the north by Lexington Street, Vine Street on the south, Pine Street to the west, and extending east to the Ronald McDonald House. This area includes the maintenance of plant beds, trees and turf. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
9. **Maryland Bar Center**; Located at 520 West Fayette Street. Bordered on the south by Fayette Street, Greene to the west and the courtyard area (included) to the East. This area includes the maintenance of plant beds, trees, turf and planters. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
10. **University Plaza Park**; Located between Paca Street to the east, Redwood Street to the south, Greene Street to the west and Baltimore Street the north. This area includes the maintenance of plant beds, trees, ground cover and planters. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
11. **Medical School Teaching Facility (MSTF)**; Located at 10 South Pine Street. Bounded on the south by Redwood Street, Baltimore Street to the north, Pine Street to the east and Martin L. King, Jr. Boulevard to the west – planters and beds to the north and south included. This area includes the maintenance of plant beds, trees and planters, including “PED” level (1st floor) above-ground plant beds on Redwood St and Baltimore St sides of the building. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
12. **Health Science Research Facility (HSRF)**; Bounded on the south by Lombard Street, Baltimore Street to the north, Penn Street to the east and Pine Street, the Saint Paul’s Cemetery and the Environmental Health and Safety Building (EHS) building to the west.
 - a. **HSRF-I**; Beginning at the north edge of the existing HSRF-II building and continuing north to Baltimore Street. This area includes the maintenance of trees and planters. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
 - b. **HSRF-II**; Beginning at the south edge of the existing HSRF-I building and continuing south to Lombard Street. This area includes the maintenance of plant beds, trees, turf and planters. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
 - c. **Loading & Service Area**; Identified as the hard surface area to the west of HSF - I & II including the driveway. Reference only: no plant material located in this area.
13. **Howard Hall (HH) & Bressler Research Building (BRB)**; Bounded on the south by Redwood Street, Baltimore Street to the north, Arch Street to the east

and Pine Street to the west. This area includes the maintenance of trees and planters. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.

14. **Pharmacy Learning Center:** Located on the west side of Pine Street, bounded on the west by Martin L. King, Jr. Boulevard, Fayette Street to the south, Pine Street to the east and *Pine Street Station* tract to the north. This area includes the maintenance of plant beds, trees, turf and planters. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
15. **Davidge Hall:** Located at 522 West Lombard Street. Bounded on the south by Lombard Street and to the west by Greene Street. This area includes the maintenance of plant beds, trees, turf and planters. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
16. **East Hall/Gray Lab:** Located at 520 West Lombard Street, bounded on the south by Lombard Street, north to Cider Alley and to the west by Davidge Hall. This area includes the maintenance of plant beds, trees, turf and planters. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
17. **National Museum of Dentistry:** Located at 31 South Greene Street. Bounded on the south by the terrace & walkway areas, Greene Street to the west, Davidge Hall to the east and including Cider Alley to the north. This area includes the maintenance of plant beds, trees, turf and planters. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
18. **School of Social Work Complex:** Located at 525 West Redwood Street, bounded on the west by Greene Street, Redwood Street to the north, Paca Street to the east and south to include all of Cider Alley (west to the *National Museum of Dentistry* site). Includes planters on two terraces (4th and 5th floors) on the east building. This area includes the maintenance of plant beds, trees, turf and planters. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
19. **School of Pharmacy:** Located at 20 South Pine Street, bounded on the north by Fayette Street, the south by Baltimore Street, the west by the Martin L. King, Jr. Boulevard and on the east by Pine Street. This area includes the maintenance of plant beds, trees, turf, planters, ground cover and vines growing on lattice along West side of building. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
20. **School Of Medicine IHV Building:** Bounded on the north by Lombard Street, the 737 Lombard Building on the west and all of Lemon Alley to the south. This area includes parking lot tract. This area includes the maintenance of plant beds, trees, turf, ground cover and planters. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.

21. **Allied Health Professional Building**; Bounded by Lombard Street to the north, Penn Street to the east and Lemon Alley to the south. This area includes the maintenance of plant beds, trees and planters. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
22. **School of Dentistry**; Bounded on the north by Fayette Street, HSF-III to the west, Baltimore Street to the south, and Arch Street to the east. Reference only: Refer to North Tract, East Tract and South Tract below.
 - a. **North Tract**: The north side of the building to Fayette Street east to Arch Street. This area includes the maintenance of trees. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
 - b. **East Tract**: Arch Street between Fayette and Baltimore Streets. This area includes the maintenance of trees, plant beds and planters, including those located on the 5th floor of the building. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
 - c. **South Tract**: Baltimore Street between Arch Street and the HSRF-III. This area includes the maintenance of plant beds, trees ground cover and planters. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
23. **100, 108 GREENE STREET BUILDINGS & 114 NORTH GREENE STREET POCKET PARK**; Bounded on the east by Greene Street, Fayette Street to the south, and Chicago Alley to the west. 114 North Greene Street is a “Pocket Park” that includes specific mulching and perennial planting patterns. This area includes the maintenance of plant beds, trees, turf and planters. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
24. **Environmental Health and Safety Building (EHS)**; Located at 714 West Lombard Street between St. Paul’s Cemetery, the Health Science Facility site, including the sidewalk to curbs areas boarding the St. Paul’s Cemetery on Lombard, MLK and Redwood Streets. This area includes the maintenance of plant beds, trees, turf and planters. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
25. **MIEMSS Building**; Located at 653 West Pratt Street – includes areas to the north (front) and south (rear) of the building. No plant material located in this area, but weed growth from pavement must be eliminated when visible. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
26. **Recycling Center**; Located at the corner of Saratoga and Pine Streets. Tract includes areas to the north, west and south to Josephine Alley (included) and the Lexington Garage tract. This area includes the maintenance of plant beds, trees,

turf, ground cover and planters. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.

27. **620 Lexington Building:** Bounded by Lexington Street to the south, Arch Street to the west, Pearl Street to the east and the north side of the day care center to the north. This area includes the maintenance of plant beds, trees, turf and planters. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
28. **Health Science Research Facility-III:** Bounded by Pine Street to the West, the School of Dentistry to the East, and is between Fayette and Baltimore Streets. This area includes the maintenance of plant beds, trees, turf, ground cover and planters. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
29. **111 Penn Street (General Research Building (GRB)):** Bounded to the north by Lemmon Alley (included), to the south by Pratt Street, to the east by Pratt Street Garage, and to the west by Penn Street. This area includes the maintenance of trees and tree pits. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
30. **300 Russell Street Building:** Includes areas to the front and both sides of the building. This area includes the maintenance of trees and planters. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
31. **Community Engagement Center:** Located at 16 S Poppleton Street, this property is located outside the main campus. This area includes the maintenance of plant beds, trees, turf, ground cover and planters. Refer to Section 00400, Article 2, C. Landscape Maintenance Specifications and Standards.
32. **Campus:** The campus is generally bounded on the west by Martin Luther King, Jr. Boulevard, Pratt Street to the south, Eutaw Street to the east and Saratoga Street to the north. This item number is not priced, but is stated so that the bidder understands that the whole campus is included, unless specifically excluded.
33. **Excluded Areas:** This item is included to exclude areas within the campus boundaries that are not owned / managed by the university, some are noted below
 - a. Area bounded by Pratt Street to the south, Paca Street to the east, Lombard Street to the north and Greene Street to the west.
 - b. Area bounded from the northwest corner of Lombard and Paca Street, extending north to south side Cider Alley.
 - c. Property bounded by Martin L. King, Jr. Boulevard on the west, Pratt Street on the south and by Lemon Street on the north.

- d. University of Maryland Medical System Complex and Veterans Affairs Medical Center – Generally bounded on Fayette Street to the north, Greene Street to the east, Lombard Street to the south, and Arch Street and Penn Street to the west.

C. **LANDSCAPE MAINTENANCE SPECIFICATIONS AND STANDARDS**

By submitting a response, the Proposers acknowledge that they understand and will comply with all requirements of this Section.

1. **GENERAL SCOPE**

All landscape maintenance and enhancement work performed for the University shall be done using nothing but the highest of standards using current editions of the "*Landscape Contractors Association (LCA), MD – DC – VA*" and "*Associated Landscape Contractors of America (ALCA)*" as guidance.

<http://www.lcamddcva.org/>

Application of pesticides must comply with the Maryland Department of Agriculture, Maryland's Pesticide Applicator's Law – Pesticide Regulation Section, current edition.

http://mda.maryland.gov/plants-pests/Pages/pesticide_regulation.aspx

- a. Staffing requirements as follows:

Understanding seasonal staffing requirements is critical to the performance of this contract. Landscape maintenance personnel should be on campus a minimum of once per week each week performing maintenance responsibilities. The contractor must make the final determination on staffing levels necessary to maintain the campus at the standards specified by this agreement.

- b. The University of Maryland, Baltimore recognizes the following holidays:

New Year's Day
Martin Luther King Day
Memorial Day
Juneteenth Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

- c. All necessary resources required to properly perform the tasks identified within these documents must be included in the base price.

- d. The statement suggesting a minimum number of employees should not be interpreted to mean maximum. Staffing levels, days and hours of operation are the determination of the contractor so long as the condition of the campus is maintained to the satisfaction of the University.

2. **TURF:**

- a. Scope of Work: This work shall include all labor, materials, equipment, within the specified tracts. The tracts & boundaries are as indicated above. These areas shall be maintained so that they are crisp, clean, and weed free at all times as otherwise spelled out herein. It is the intention of the University to have the lawn areas look green and healthy at all times.
- b. General Instructions: All work shall be performed in a professional workmanlike manner, using quality equipment, methods & means, and materials by properly trained individuals and operated with nothing but the highest of standards. All turf areas shall receive no less than the following:
 - 1. During the peak growing season, April 1 through October 31, all turf areas shall be mowed no less than once every seven (7) days. More frequent mowing will be required if turf growth exceeds half the specified mowed height between cuts.
 - 2. Additional mowing may be required at any time before or after the dates noted above. The frequency of mowing will be regulated by the same standards as noted below.
 - 3. Mowing height shall be no less than 3 inches or greater than 4 inches for all turf areas. Mower cutting blade heights are to be measured on a flat hard surface. *Mower blades must be sharpened and balanced a least once a week.*
 - 4. Mowers shall be equipped with mulching blades (kits) which shall be used whenever possible. When used, it will not be acceptable to leave clumps or trails of grass trailing the mower. It should be acknowledged and accepted by all that by utilizing this technology, mowing frequencies will probably increase. If in periods of heavy growing – mulching mowers may not be a practical option, and the mulching blades (kits) shall be removed and regular blades installed, and grass contained in bags. Keep in mind that it is the universities desire to be environmentally responsible and that the awarded firm should be a partner with UMB in these efforts.

Note: There are different types of mower blades for bagged/collected vs. mulched. The proper blades must be used for the mowing being done.

5. Grass which is bagged/collected vs. grass which is “mulched” must be contained. Equipment outfitted for cutting, shall be equipment with grass catchers. Any clippings that remain on the lawn or adjacent hard surface areas, regardless of cutting method, must be removed. All areas must be left visually pleasing whatever method is used
6. Edging at sidewalks and other paved & concrete areas: All sidewalk/turf edges shall be edged no less than once every two - (2) weeks, or every other cutting. This standard will also include all flush paved areas such as patios, drives, etc. All other turf edges such as those at shrub beds, flowerbeds, around "In-Lawn" trees, etc. shall be edged no less than once every two - (2) weeks, or every 2nd cutting. Edging shall be done more frequently if necessary to maintain the required crisp, clean appearance.
7. Irrigation: All turf areas shall be watered as needed to maintain a uniform healthy growth pattern. Care must also be taken to not over water or "waterlog" any area. "In-Lawn" trees and other plantings shall be protected from over watering and run-off drowning. Irrigation water shall not be allowed to hit the buildings. There are two irrigation systems: Dental School 5th Floor (3 zones), Nursing School (2 zones). These irrigation systems are maintained by the University of Maryland Baltimore.
 - a. Dental School irrigation system: drip system, systems controls are located on the 4th floor and controlled by Rain Bird Control System, the plant material is located on the east side of Dental School building in the 5th floor ledges, access is through the windows.
 - b. Nursing School irrigation system: pop up head system, the controller for the irrigation system is located on the outside wall of new Nursing School by the emergency exit door that leads to the courtyard on Lombard St. and is controlled by Rain Bird Control System.

The contractor should understand that most locations on campus will require them to utilize various types of sprinklers and hoses (including fire hydrants) in order to meet this requirement. Locations that have automatic systems will be able to be set & controlled by the contractor.

8. Nutrient Management, All turf areas shall receive an appropriate number of fertilization applications at various times throughout the year, to stimulate healthy turf growth. The fertilization schedule shall be set-up using no less than a four – (4) application program (early spring, late spring, early fall & late fall). All fertilizer shall be applied uniformly. Proper nutrient management begins with an annual (March each year) soil tests complying with LCA

guidelines. Applied nutrient needs are determined by these tests. At the University's option and at no additional charge representative soil samples can be requested in turf and bed areas. Certain areas of turf and or beds that have shown to be problematic may need to have individual soil samples taken. These samples should then send to a soil lab for testing and recommendations.

- a. These recommendations should then be used in conjunction with COMAR: 15.20.06.04 nutrient management of fertilization guidelines.
 - b. As part of this nutrient management program it is recommended that the contractor using mulching mowers where and when possible, to recycle organic matter. If clippings become an unsightly or are tracked into buildings, they must be bagged.
 - c. Nitrogen used in this program should be comprised of 50% natural organic nitrogen (derived from something once living).
 - d. Contractor will also work with UMB to develop more Bay Friendly cultural practices, thus reducing the need to add additional nutrients
9. Herbicides; A pre-emergent weed control shall be applied two times in the spring/late spring to help prevent the growth of crabgrass and other selected weedy annual grasses. Post-emergent weed controls shall be applied during the spring/late spring seasons and again in the fall to control existing broadleaf weeds. Additional turf applications may occasionally be needed for extremely hard to control weeds and these are included. Weeds that survive treatment may require hand removal.
10. During the off prime months (January – March and November – December), all campus areas will continue to be maintained as noted above.
11. Turf Insect and Disease Control; On-site personnel must perform turf insect and disease inspections on a routine basis as part of regular site inspections. Due to the nature of these problems being extremely weather sensitive, and expensive to control, they can be performed on as needed basis. However, a proactive, not reactive, turf insect and disease control program is expected and included.

Any/all pesticide applications must be made in accordance with Federal and State requirements and must be supervised by a

certified pesticide applicator licensed by the Department of Agriculture, State of Maryland. These applications must take place between the hours of midnight and 6:00 AM.

12. Soil & Turf Conditioning: Aerating, power raking, silt-seeding and pest control procedures must be performed to stimulate healthy growth. These steps shall be taken at the appropriate time in relationship to fertilization and disease control applications.

3. TREES AND SHRUBS:

- a. Scope of Work: This work shall include all labor, materials, equipment, supplies and services as necessary to maintain in a superior condition all trees and shrubs within the specified tracts. The tracts & boundaries are as indicated. The scope includes pruning & trimming and proper cleanup & disposal. Also required is complete mulching of the identified sites twice each year, once in the spring and again in the fall. The dates for the mulching will be scheduled with the UMB's Project Manager. All work shall be in full compliance with procedures and techniques currently recognized as standard landscape maintenance practices.
- b. General Instructions: All work shall be performed in a professional workmanlike manner, using quality equipment, methods and materials, all of which must be maintained and operated with nothing but the highest of standards.
- c. Well Established and Older Trees and Shrubs:
 - i. All trees and shrubs shall receive no less than the following: All trees and shrubs that are not in a lawn area, as well as that are in-lawn, shall receive the following. Two and a half inches (2 ½) of new high quality shredded hardwood bark mulch applied twice each year, once in the spring and once in the fall. **(See C. 8. below for additional requirements related to mulch)** Remove excess mulch when the buildup exceeds that recommended by the industry. In-lawn trees shall have a well-defined "*Tree Ring*". Weed and grass control shall be maintained by the use of pre and post emergence chemicals. Weeds and grasses that survive treatment must be removed by hand. All beds must have clean, sharp, well-defined edges, thus permitting rapid, level mowing around trees without damaging the trees with mower wheels and other mower parts.
 - ii. Irrigation: All Planting beds not in the lawn areas shall be watered as necessary to maintain a uniform healthy growth pattern. Care must also be taken to not over water or "waterlog" any area

watered. "In-Lawn" trees and other plantings shall be protected from over watering and run-off drowning.

- iii. All trees and shrubs shall be pruned and maintained clear of all roads, drives and sidewalks so as not to inhibit pedestrian and vehicle traffic. Prune hedges so they're wider at the base than at the top, to allow all parts to receive sunlight and prevent legginess. Winter pruning may be necessary due to heavy snow loads.
 - iv. Pruning shall be done to keep plants clear of all doorways and windows. Any limbs and branches touching or brushing buildings or other structures shall also be removed.
 - v. Pruning shall be provided to encourage a healthy natural growth pattern for each specific variety of plant materials. All pruning will be accomplished in accordance with accepted practices and standards.
- d. Fertilization: Trees and Shrubs: All ornamental trees up to 6" caliper shall be fertilized with 10-6-4 analysis fertilizers at the rate of 1 pound per inch of trunk caliper. Shrubs and ground cover shall be fertilized with 10-6-4 analysis fertilizers at the rate of 4 pounds per 100 square feet of bed areas once in the spring. Acid loving plant material shall be fertilized with an ericaceous fertilizer, i.e., Hollytone, at the manufacturer's recommended rate.
- e. Tree & Shrub Pest Management: The Contractor shall be responsible for the detection, monitoring and control of plant damaging insects. The Contractor shall be aware of the potential pests and shall make regular inspections of the plant material and treat as necessary. The goal is to limit damage done to landscape plants by utilizing Integrated Pest Management (IPM) techniques. Plants subject to problems are targeted, inspected and when necessary treated.
- i. Spraying operations will cover plant material up to a height of 25'. Plants and trees exceeding this height can be serviced as needed under a separate agreement. Horticulture oil shall be applied early April to plants, which have scale present or are known to be prone to infestation by other insects or mites (e.g. needled evergreens, juniper, Euonymus, holly, ornamental cherry, oak and maple).
 - ii. Disease of ornamental plant material will be treated on a curative basis as needed.
 - iii. In all mulched areas pre-emergent (early/late spring) and post-emergent (summer/fall) weed control applications shall be made and is included. An additional application to control hard to

manage weeds is included. Weeds that survive treatments may require hand removal.

iv. Any/all pesticide applications must be made in accordance with Federal and State requirements and must be supervised by a certified pesticide applicator licensed by the Department of Agriculture, State of Maryland.

f. New Planting and Young Trees: All shrubs and trees shall receive no less than the following:

i. Eliminate all bracing and tree supports as rapidly as plants can become self-supporting. Tree supports that must remain should be kept in good repair and functioning at all times, keeping trees fully protected.

ii. All new trees and shrubs should be deep soaked at installation and otherwise as necessary. Local soil and moisture conditions may dictate otherwise, compliance with techniques currently recognized for standard landscape maintenance should be maintained.

iii. Side shoots or branches may be "headed back", but are to be left on and encouraged on all thin or spindly tree trunks, as well as on all trees still in need of bracing or staking. This is to encourage more rapid trunk growth and natural strengthening.

iv. Sucker growth from the base, ground level or below should be removed.

v. On all trees such as weeping cherry, globe catalpa, etc., where budding or grafting of a unique growth form has been worked on to the top of a vertical stem, all twig or leaf growth below this union should be restricted and removed.

vi. Pruning shall be provided to encourage a healthy natural growth pattern for each specific variety. All pruning shall be designed to develop and improve the future branching structure.

vii. All pruning shall be done according to accepted practices and standards.

4. **FLOWER BEDS:**

a. Definition: Flowerbeds shall include all areas where annual or perennial flowers or plants are grouped and planted for aesthetic purposes. Interplant of other plants does not change the flower bed classification. Bed parameters shall be defined as all areas up to 18" beyond the edge

flower or at the nearest designed edging or boundary.

- b. Scope of Work: This work shall include all labor, materials, equipment, supplies and services as necessary, to maintain in an attractive, healthy weed-free condition all flower beds within the specified tracts. The tracts & boundaries are as indicated on the UMB Campus Map. These areas shall be maintained in a crisp, clean appearance as otherwise spelled out herein.
- c. General Instructions: All work shall be performed in a professional workmanlike manner, using quality equipment, methods and material - all of which must be maintained and operated with the highest of standards.
- d. All beds shall be maintained in a clean, crisp condition. They shall be kept healthy-looking and above average in vigor for their specific variety. Flowers that have bloomed-out, shall be deadheaded to encourage future growth.
- e. Where designed edges exist, these shall be kept clean, sharp, well defined and free of weeds and grass infestation.
- f. Use caution with the use of weed control chemicals after the beds are planted for the season.
- g. All flowerbeds shall be watered regularly and adequately during the growing season, fitting the nature of the plant material.
- h. Pest, disease controls and fertilization operations will be performed in accordance with accepted practice and standards.
- i. Any dead or diseased plants are to be photographed (given to UMB with date and description of location), then removed promptly from all beds, and properly disposed of. Broken, damaged or unsightly flowers or plant parts are to be removed promptly. With such display type blooms as floribunda roses, dahlias, etc., spent blooms are to be removed regularly when they become unsightly.
- j. All beds shall be maintained weed-free. No individual weed (including grasses) shall remain more than one week. No weeds may remain that has grown more than a maximum of 2" tall.
- k. Where interplanting of a permanent nature exists within the area or bounds of a given "flower bed", such interplantings shall be protected and compatibly nurtured. This will include bulbs as well as trees, shrubs, etc.
- l. Where removal of a plant or lack of natural growth detracts measurably from a planting, the owner or his agent should be notified.

- m. Trash, waste and other unsightly matters shall be removed twice weekly and disposed of properly.
- n. Two and a half inches (2 ½) of new mulch applied twice each year, once in the spring and once in the fall. Remove excess mulch when the buildup exceeds that recommended by the industry. **(See C. 8. below for additional requirements related to mulch)**

5. GROUND COVER:

- a. Definition: Flat, sloped or terraced space where, for practical or aesthetic reasons, ground cover plants are superior to grass lawns, which would be difficult to grow and groom.
- b. Scope of Work: This work shall include all labor, materials, equipment, supplies and services as necessary, to maintain in an attractive, safe and healthy condition all ground cover planted within the specified tracts. Also included is the disposal of any waste or trash generated and/or accumulated in these beds.
- c. General Instructions: All work shall be performed in a professional workmanlike manner, using quality equipment, methods and materials, all of which must be maintained and operated with nothing but the highest standards. All included areas of ground cover, shall receive no less than the following:
 - 1. All areas shall be maintained and trimmed in an attractive, neat appearance. The contractor must deal with diseases, pests or other unusual conditions in a timely and effective manner.
 - 2. All beds shall be maintained weed-free. No individual weed (including grasses) shall remain more than one week. No weeds may remain that has grown more than a maximum of 2" tall.
 - 3. In bare spots, one and a half inches (1 ½) of new high quality shredded bark mulch applied twice each year, once in the spring and once in the fall. Other areas should receive a dusting of 1inch. Remove excess mulch when the buildup exceeds that recommended by the industry. The mulch shall be submitted for approval prior to purchase. The mulch shall be submitted (at least 3 samples) and installed in sections one week prior to the date approval is required (one 1 square yard each).
 - 4. All areas must be maintained free of erosion, using acceptable erosion controls.

5. Plants (not ground cover) within these areas have to be protected. Groundcover growth is not allowed at, or near the base of these other plants. Removal, if necessary, shall be done by hand. These other plants must be provided with optimum growing conditions. Care of these plants including pruning, irrigation, etc., is covered elsewhere.
6. Areas maintained next to lawn areas shall be kept neatly edged and all grass invasions eliminated.
7. All ground cover areas shall be watered regularly and adequately during the growing season to fit the nature of the plants, unless adequate penetration is being achieved by natural means.

6. **PLANTERS:**

- a. Definition: Typically an elevated, self-contained envelope of soil and mulch, planted with a variety of annuals, perennials and other plant material to include trees, shrubs, plants, flowers, hedges, ground cover, vines, etc. Freestanding planter pots are also included.
- b. Scope: This work shall include all labor, materials, equipment, supplies and services necessary to maintain in a superior condition, all planters within the UMB Campus map. Also included, is the collection and disposal of any waste or trash generated and/or accumulated in the planters.
- c. General Instructions: All work shall be performed in a professional workmanlike manner, using quality equipment, methods and materials, all of which must be maintained and operated with nothing but the highest standards. Flowering plants that have bloomed-out, shall be deadheaded to encourage future growth. All planter areas included, shall receive no less than the following:
 - i. All areas shall be maintained with an attractive, neat appearance. Any diseases, pests or other unusual conditions must be dealt with in a timely and effective manner by the contractor.
 - ii. All planters shall be maintained weed-free. No individual weed (including grasses) shall remain more than one week. No weeds may remain that has grown more than a maximum of 2" tall.
 - iii. Any mulch or other systems used for weed control must be aesthetically suitable for the location and use of that area. Two and a half inches (2 ½) of new high quality shredded bark mulch applied twice each year, once in the spring and once in the fall. Remove excess mulch when the buildup exceeds that

recommended by the industry.

- iv. All areas must be maintained free of erosion, using acceptable erosion controls.
- v. Any plants growing by or within these areas shall be protected and provided with optimum growing conditions. Care of these plants, including pruning, irrigation, maintenance, etc., is included.
- vi. All grade level planters that are maintained next to lawn areas should be kept neatly edged.
- vii. All planters shall be watered regularly and adequately during the growing season to fit the nature of the plants, unless adequate penetration is being achieved by natural means.

7. CONCRETE AND ASPHALT AREAS:

- a. All "hard surface" areas within the campus boundaries, shall be maintained free of weeds and grasses. Such areas include sidewalks, pathways, driveways, parking areas and curblines.
- c. Proper equipment, additives and workmanship must be utilized to assure a comprehensive job. This work shall not distract from the contractual duties and responsibilities of the Maintenance staff.

8. MULCHING:

Mulching is required twice each year, once in the spring completing all mulching prior to April 1 each year – and a second time in the fall beginning once most of the leaves are down and completing no later than the second Friday in December. All mulching operations shall be in full compliance with procedures and techniques currently recognized as standard landscape maintenance practices. Mulching operations must be done in a timely manner. Contractor will only utilize high quality shredded hardwood bark mulch.

9. LEAF COLLECTION:

During the fall and winter months, leaf collection operations will be performed aggressively and proactively. UMB acknowledges that additional staffing may be necessary to keep up with this requirement to prevent the regular maintenance staff from falling behind in their contractual duties. The firm is reminded to budget staffing accordingly. AT NO TIME during the year shall leave be allowed to collect for more than three (3) days. All fallen leaves must be collected, contained and properly disposed.

10. NEGOTIATED SERVICES:

- a. Other landscape maintenance services (i.e. enhancements work: to landscaping, hardscaping, installation of perennials, annuals, trees, shrubbery, sod, retaining walls, snow removal, etc.), not specifically identified in above, shall be performed on a Time and Material (T&M), Not to Exceed (NTE) basis as provided in other sections.

i) The contractor will provide a written break down not to exceed price based on quoted time and material and subcontractor (if required) rates. Upon review and approval the University will issue a separate Purchase Order for the quoted work. UMB will pay actual cost up to the not to exceed quotation. Any costs beyond the not to exceed quotation will be borne by the contractor, unless a written change order for additional scope is provided to the contractor. Extra work is to be considered billable at the regular rate, non-overtime rate unless specifically arranged prior to the start of the work.

Labor hours for these services will be billed at the hourly rates identified in the bid price forms.

NOTE: Travel time to or from sites identified within these documents will not be billable under any circumstances including normal enhancements.

ii) The contractor is to provide an itemized invoice showing quantities of material provided; with unit extended costs without markup, extended cost, extended cost with markup, number of hours by job classification with hourly rates and any subcontracting fees. In the event that the actual invoice cannot be detailed to the extent above, a separate breakout sheet can be attached showing the same items. All costs are to be extended and totaled. Failure of the contractor to provide the information in this format is sufficient reason to hold up payment. (Refer to Section 00400, Article 4, regarding rates, mark-ups and billing format)

iii) Any enhancement work performed shall be part of this contract, but invoiced separately on a time and material (T&M), not to exceed (NTE) basis. Additional work shall be maintained and guaranteed without additional compensation as long as this contract is in effect with the awarded firm.

iv) All enhancement work performed will be reviewed for quality by both the Contractor and UMB to ensure new materials installed match specifications provided in Purchase Order(s). New material should be healthy and properly installed. The work site must be

properly cleaned up each day work is performed.

- b. A replacement guarantee for like and kind and size of all existing plants (perennials), trees, shrubs and lawn turf must be maintained through the term of this contract. This also applies to annuals through their expected growing season. This requirement applies beginning February 1, 2023. When materials are planted under another contract by another firm, this contract will pick-up the warranty after the one healthy growing season.

The University position is that if quality materials are used with an aggressive maintenance program, existing plant material will survive.

- c. Plants, trees, shrubs and turf identified as being dead or substantially damaged at the start of the contract initiation date (January 1, 2023), are exempt from warranty. If replacement is considered appropriate, the University's Project Manager or his representative must be advised. The contractor must submit a replacement cost proposal by March 15, 2023 and await approval/denial by the University's Project Manager.
- d. All new plant material installed as an enhancement or as a warranty, replacement material shall be maintained under the full contractual maintenance program. Any material installed as a replacement shall be warranted as stated above. There will be no increase in funding for these services.

11. PLANT MATERIALS:

- a. Provide trees, shrubs, sod, and other plant material that complies with recommendations and requirements of the "*American Standard for Nursery Stock (ANSI Z60.1)*" All plant material to be No. 1 grade or better, in accordance with requirements of applicable standard referenced above. UMB Facilities and Operations, Department of Operations and Maintenance, reserves the right to approve all selected material. Site visits with the contractor to their vendor for tagging may be required prior to selecting/approving plant material. All plant material remains the property of the contractor until final university acceptance and installation.
- b. UMB reserves the right source plant material for select enhancement work to be performed by contractor or UMB personnel. This contract will pick-up the warranty after the one healthy growing season.

D. SUPERVISORS / EMPLOYEE CONDUCT

All supervisors (Contract Manager and Landscape Forman) must be fully qualified and

trained in all of the techniques, processes, and equipment needed to perform the required tasks. In addition, they must have additional training in supervision.

Supervisors will be fully responsible for the conduct of all of their employees and subcontractor's employees. Behavior of contractor employees deemed to be inappropriate (to include, but not limited to, sexual harassment of campus personnel, visitors and / or students; acts of violence or destruction of property; profane or obscene behavior or language; activities that disrupt the normal course of business at the university) in the sole discretion of the University or other contracting authority will result in the removal of the employee(s) from the premises. Serious or repeated problems with behavior deemed inappropriate will result in the involved employee (s) being excluded from working on the university's premises. The contract administrator, if in his /her sole opinion, determines the actions of the contractor's employees or agents to be so egregious may request immediate termination of the contract by the Procurement Officer. The final decision shall be at the Procurement Officer's sole discretion.

The University reserves the right to request the removal of any employee "without cause" at any time.

E. PROTECTION OF ADJACENT FACILITIES AND PROPERTY

The Contractor is advised that the location of projects under this Contract will likely be in a congested area of the campus, subject to heavy vehicular traffic and limited parking. Every precaution shall be exercised to protect people from injury and disruption of traffic from work performed under this Contract.

F. LIFTING DEVICES FOR EQUIPMENT

Supply all cranes, lifts, hoists, etc., for the proper and efficient movement of all materials. All shall be provided with proper guides, bracing, safety devices, etc., as required by law and good practice.

G. PROTECTION OF WORK, STORAGE AND TRANSPORTATION OF MATERIALS

1. All equipment must be installed and/or stored indoor immediately upon arrival at the job site. If storage is required, a suitable space will be designated by the UMB project Manager of designee. Under no circumstances shall equipment be stored outdoors.

2. Transportation: All materials and equipment shall be so crated, packaged, blocked and otherwise protected during transportation and handling to prevent damage of any kind. This shall include the provision of any necessary lifting devices or machines and the skilled personnel to operate such machines.

3. Protecting Work in Place: Provide all necessary protection of completed work to prevent any and all damage.

H. TEMPORARY WATER AND ELECTRICAL SERVICE

Unless otherwise specified in writing, the water, electricity or other utilities required to complete work assigned under this Contract will be provided by UMB at no extra cost to the Contractor.

No utility interruptions shall be initiated without the prior authorization of the UMB Project Manager or designee. The UMB Project Manager or designee is the only authorized person to arrange for utility shut down. The contractor shall not proceed with any outage without two (2) weeks prior notification to him unless otherwise agreed to by UMB.

K. TOOLS AND MOVABLE EQUIPMENT

The Contractor shall furnish as part of his overhead cost included in the material markup percentage, all necessary protective equipment, concrete mixing boxes, water barrels, wheelbarrows, hoes, shovels, tools, mortar boards, ladders, portable scaffolding, shop tools, shop equipment and fabricating items customary to the trade, etc., and all other movable equipment necessary to completing the work performed under this Contract. The furnishing of tools shall include all maintenance, loss and breakage. Any equipment rental must be approved by UMB Project Manager or designee prior to its use.

L. OWNED LARGE EQUIPMENT

Any large equipment owned by the Contractor, for which UMB will be charged if used in a project must be listed with the applicable charges on the Bid Price Form. Equipment as noted in 00400/Paragraph K above and/or small tools (new cost of \$500.00 or less) must be in overhead cost. Only that equipment noted on the Bid Price Form will be billable during the contract term.

M. MATERIAL COSTS

Material costs, which will be reimbursed to the Contractor, shall be based on the cost of materials to the Contractor from his usual sources of supply with all usual trade practice discounts deducted. All cost discounts shall be deducted in determining materials costs. The Contractor shall provide equipment and material as specified by the University from sources at the least cost to the University. Competitive quotations shall be secured wherever feasible and in all instances when requested by the University. Contractor will be required to provide copies of invoices and proof of payment when requested by the University. Contractor responsible for receiving own materials, including unloading of delivery trucks, checking deliveries, transportation to the work area, University employees are not responsible for this.

N. UNIVERSITY'S RIGHT TO FURNISH MATERIAL AND EQUIPMENT

UMB reserves the right to purchase material or job required merchandise. The

Contractor will be reimbursed only for his labor cost used on the materials furnished. Materials not used on the job shall be returned to University's stock for credit to job.

O. SUBCONTRACTS

The Contractor shall be reimbursed for subcontractor work per the quoted mark up. Before any such Subcontracts are awarded, UMB Project Manager or designee shall be furnished with complete information in writing as to the fees which would be paid to the Subcontractor. The subcontractor shall furnish to the contractor the complete records as to labor and material cost and his fees. The Contractor shall submit such records to UMB Project Manager or designee with all requests for payment, which include payment on such Subcontracts, when requested.

Q. REMOVAL OF DEBRIS & CLEANING

Waste and debris shall not be allowed to accumulate in the building(s) or work area(s). The Contractor shall remove all debris, as the work progresses in occupied spaces the Contractor shall remove all debris on a daily basis. Salvageable material shall be piled separately for reuse or salvage by UMB.

The Contractor shall be responsible to remove debris and clean work areas as the work progresses. On completion of the work, areas shall be left clean, free from abrasive or set materials liable to cause damage. Contractors shall be responsible for the removal of excess material and debris associated with their division of work.

R. CODES AND STANDARDS

All work performed under this Contract shall be in compliance with all applicable codes, standards and regulations. Each campus will issue its standards, if any, to the selected Contractor.

END OF SECTION 00400/ARTICLE 2

SECTION 00400

ARTICLE 3 – SPECIAL CONDITIONS

- A. The Contractor understands and agrees that work beyond that estimated may be assigned to him and in that event he agrees to perform such work in accordance with the terms herein.
- B. The University reserves the right to complete particular projects through this Contract, through the use of UMB employees or to obtain separate Contracts through its normal procurement process according to the best interests of UMB.
- C. UMB reserves the right to assign UMB personnel employed in various trades to projects under this Contract and/or to perform a portion of the work under a particular project.
- D. The Contractor must be able to deliver all said labor and standard items of material and equipment within time frame confirmed in the Purchase Order(s) for each scope of work. Purchase of equipment and material not usually carried in stock by local distributors shall be accomplished competitively within the shortest time possible while maintaining the job schedule.
- E. The Contractor shall maintain a local office with telephone available for receiving and making calls throughout the working day and shall have available locally sufficient storage space for materials and equipment if his office and principal place of business is not located within 50 miles of the University.
- F. The Contractor shall designate a Contract Manager, and Landscape Forman as key personnel to be assigned to this contract. Refer to Section 00300 for defined roles of these personnel.
- G. The Contract Manager should be readily available to review all phases of the contract and/or project(s) when requested by UMB. No changes can be made to the key personnel without the written approval of UMB via the issuance of a contract amendment by UMB Construction & Facilities Strategic Acquisitions.
- H. The Contractor shall perform the work under this Contract on the job site in the presence of UMB employees, other UMB Contractors and/or Subcontractors, whether union or non-union and shall complete the work assigned in the time required. If off-site work such as shop fabrication, UMB shall be so notified at the time the Not-to-Exceed price is provided by the Contractor. UMB reserves the right to inspect such off-site work at any time.

END OF SECTION 00400/ARTICLE 3

SECTION 00400

ARTICLE 4 - RATES AND MARK-UPS

A. CONTRACTOR'S LABOR RATES

1. It is understood and agreed that the cost of all of the following items shall be included in the Contractor's Labor Rates. These are not intended to be a complete listing.
 - a. Salaries of the Contractor's executive officers and office employees in whatever capacity employed, including such time as is spent at the job site or elsewhere in connection with the work, or time spent in consultation with University's representatives.
 - b. Expenses incurred in conducting the Contractor's business and his offices wherever located.
 - c. The Contractor's legal expense in connection with any work under the Contract.
 - d. Premiums for Workmen's Compensation and Unemployment Insurance, Contractor's share of Social Security Payment, and other such expenses based on payrolls of labor performed in connection with the work under the Contract.
 - e. Premiums for insurance for this Contract as required by the Specification or by the law to carry including Contractor's Liability, Property Damage, vehicle Insurance on tools and equipment as stipulated in the Specifications.
 - f. Fringe benefits for health and welfare, Workmen's Compensation insurance, vacations, holidays and pensions furnished by the Contractor.
 - g. Tools and construction equipment of all types including maintenance, loss and breakage as required to complete the work.
 - h. Overtime or incentive pay.
 - I. Accounting records.
 - J. All costs incurred by the Contractor in connection with the Guarantee as specified.
 - k. Overhead of general expenses of any kind not expressly indicated in the Specifications.
 - l. All overhead and profit associated with labor.
 - m. Trucking, including use of truck and all fuel, depreciation, maintenance, and repair costs.
 - n. Expense incurred in complying with the labor and equal opportunity provisions of the Contract.
 - o. Travel costs for Contractor's business operation or employee's residence to job site of University of Maryland, Baltimore.
 - p. Welfare funds such as vacation allowance or other fringe benefits which are included in the local prevailing wage rates by written agreement between Contractors and Labor Unions.
2. The University will reimburse the Contractor as "labor cost" as follows:

- a. Contractor's Contract Manager, when required, at the scale or hourly cash wages as designated in the Contractor's Bid Price. Labor cost shall include all workmen directly employed for the project and shall include all items noted in Paragraph A above.
- b. Contractor's Landscape Forman, when required, at the scale or hourly cash wages as designated in the Contractor's Bid Price. Labor cost shall include all workmen directly employed for the project and shall include all items noted in Paragraph A above.
- c. Contractors' Trade Personnel: Only for helpers, laborers, apprentices, carpenter, and trade or craft foreman at the scale or hourly cash wages as designated in the Contractor's Bid Price. Labor cost shall include all workmen directly employed for the project and shall include all items noted in Paragraph A above.

3. The normal work hours for the Contractors shall be 7:00 AM through 3:30 PM, Monday – Friday. The work shall be carried forward during normal work hours unless the Contractor elects on his own violation to extend operations beyond regular hours and such extensions are approved by the University in writing. Overtime will be approved for payment only if the overtime is authorized in writing by the University FM and indicated on University authorized Purchase Order (as noted in 00400/Article 1, Paragraph D). Overtime shall be shown in the Offer for change order work.

4. The University will not recognize any premium or incentive pay and no work shall be performed on an overtime basis or shift differential and no overtime payer shift differential shall be included as a "job cost" unless the performance of such overtime or shift differential has been authorized by the issuance of a change order amendment to the letter of acknowledgement or purchase order change order or as agreed to in the submitted not-to-exceed price by the Contractor or as required in the scope of work issued by the University on a particular project.

5. In the event an emergency exists which would require immediate overtime work, an authorized representative of the UMB Facilities and Operations, Department of Operations and Maintenance shall be verbally notified by the Contractor immediately and if permission to perform this work is granted verbally, it shall be confirmed in writing by the UMB Facilities and Operations, Department of Operations and Maintenance within twenty-four (24) hours of such work with a change order amendment to the purchase order to be issued within one (1) week of such work.

6. In the event that overtime work is required by the Facilities and Operations, Department of Operations and Maintenance it will be recognized as a "job cost" only if a change order amendment to the purchase order change order has been issued to the Contractor's price. The overtime work shall be limited to the work and time approved in advance of its performance and paid at the recognized premium rate.

7. Incentive payments or premium payments made to any employees by the Contractor either as permanent employee pay, subsistence or other pay in excess of the wage shall be at the expense of the Contractor and must be included as part of the quoted Labor Rates per Paragraph A above.

B. "JOB COSTS" FOR WHICH THE CONTRACTOR WILL BE REIMBURSED
(Material, Subcontractor & Equipment Rental on a cost plus fixed percentage mark-up per the Contractor's Bid Price).

1. The net cost of all materials including applicable federal or state taxes thereon plus the fixed percentage mark-up will be applicable for payment. The Contractor upon the request of Facilities and Operations, Department of Operations and Maintenance will provide copies of actual invoices; however, the Contractor will be required to provide to Facilities and Operations, Department of Operations and Maintenance with its Certificate of Payment and Application for Payment copies of applicable Purchase Orders for material costs (see Section 00400, Article 4, paragraph C.2, below for further explanation).
2. All payments made for Subcontractors cost plus fixed percentage mark-up.
3. Equipment rental will be handled same as "B. 1 "above.
4. Equipment owned by a firm, for which the University will be invoiced for its use, will be charged at daily rates noted on the Bid Price Form.

C. RECORDS OF PROJECT COSTS TO BE PROVIDED BY THE CONTRACTOR:

1. Records: All the below listed items, records, and reports shall be furnished to the University as required by the Contractor's office staff (the cost of which is included in the Contractor's quoted labor rates). See paragraph C. 2 below as to documentation to be provided by the Contractor with Certificates of Payment. When requested by the University, the Contractor is required to furnish any records within ten (10) days of the request. The Contractor shall retain the following records for three (3) years after completion of a project:
 - a. Purchase Orders and invoices for materials inclusive of tool rentals as well as proof of payments (canceled checks);
 - b. Subcontract agreements as well as proofs of payments (canceled checks); and,
 - c. Payroll records for all of the Contractor's personnel inclusive Contract Manager, Landscape Forman and trade people.
 - d. Final billings on an assigned project must be submitted to the University for processing. Failure to submit this required final invoice will result in the final invoice being returned to the Contractor for compliance.
2. Billing Format:
 - a. Contractor is to provide a schedule of values to the University for

approval prior to the submission of the first progress billing.

b. With each submission, the Contractor is to attach the following back-up information:

i. Copies of purchase orders (PO's) for material costs billed inclusive of transportation charges; if, however, the materials used are not specifically purchases for such work but are taken from the Contractor's stock, then in lieu of the P.O., the Contractor shall provide a written statement as to what these materials are, accompanied by an affidavit of the Contractor which shall certify that such materials were taken from the stock, that the quantity claimed was actually used, and that the price and transportation of the materials as are claimed represent actual cost.

ii. Statement of labor costs inclusive of name, classification, total hours for each, rate and extension total for work performed by the Contractor's own forces.

iii. Copy of any subcontractors' invoices which are applicable.

END OF SECTION 00400/ARTICLE 4

END OF SECTION 00400

SECTION 00500

INTENTIONALLY OMITTED

SECTION 00600

INTENTIONALLY OMITTED

SECTION OO700

GENERAL TERMS AND CONDITIONS FOR MAINTENANCE
DATED DECEMBER, 2020

ISSUED AS SEPARATE DOCUMENT

SECTION 00800

INTENTIONALLY OMITTED

Attachment A
Technical Proposal Forms
SEE SEPARATE ATTACHMENT

The following forms must be included within the Technical Proposal. However, please refer to Section 00300 for further required contents of the technical proposal. Completion of these forms is not the entire technical proposal.

Key Personnel Forms and References
Firm Experience Forms and References
Company Profile/Annual Sales/ Current Workload Form
Statement of Approach Form
Enhancement Work
Bid/Proposal Affidavit
Acknowledgement of Amendment Form (if applicable)
Contractors COVID-19 Acknowledgment Form

It is the Proposer's responsibility to thoroughly review the RFP documents, in particularly Section 300, to ensure all required contents are submitted.

Attachment A
Technical Proposal Forms

The forms required to be submitted in the Technical Proposal are provided as a separate WORD file.

**ATTACHMENT B
PRICE PROPOSAL FORMS**

The Price Proposal form will be issued to the final shortlisted Proposers.

**ATTACHMENT C
CONTRACT FORM**

NOTE: These are provided for information ONLY. The successful Contractor will be required to complete these forms.

**Standard Form of Maintenance Contract
Contract Affidavit**

STANDARD FORM OF MAINTENANCE CONTRACT
CONTRACT # C _____

This Standard Form of Maintenance Contract (SFMC) is made by and between the University of Maryland at Baltimore ("University") and _____, _____, Maryland _____, FID # _____ ("Contractor") on the date signed by the University below.

WITNESSETH:

1. The University has issued a procurement solicitation in connection with a certain project known as _____ at _____.
2. The Contractor has responded to that solicitation and has been awarded the contract to perform work in connection with that project.

Now therefore for good and valuable consideration the parties agree as follows:

1. The Contract consists of the following documents:
RFP # _____ Document dated __/__/__;
RFP # _____ Addendum #1 dated _____'s Technical Proposal dated __/__/__; and,
_____ 's Bid Price or Price Proposal dated __/__/__.
all of which are collectively referred to as the Contract Documents all of which are incorporated into this SFMC as it is fully set forth.
2. The Contractor shall completely perform its obligations under the Contract in a timely manner.
3. The Contractor shall diligently prosecute the Work from and after the issuance of the Notice to Proceed and shall substantially complete the work not later than _____ (__) months for the completion of the project.
4. Total monetary compensation to the Contractor under the Contract is \$ _____.

IN WITNESS WHEREOF the parties hereto have executed this Contract the day and year first above written

University of Maryland, Baltimore

Contractor

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

BUDGETARY DATA:

Requisition No. _____
Fund: _____
Budget: _____

CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name) _____ possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

- (1) Corporation - ___ domestic or ___ foreign;
- (2) Limited Liability Company - ___ domestic or ___ foreign;
- (3) Partnership - ___ domestic or ___ foreign;
- (4) Statutory Trust - ___ domestic or ___ foreign;
- (5) ___ Sole Proprietorship

and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require the business to file with the Secretary of State of Maryland certain specified information, including disclosure of beneficial ownership of the business, within 30 days of the date the aggregate value of any contracts, leases, or other agreements that the business enters into with the State of Maryland or its agencies during a calendar year reaches \$200,000.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. 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 meanings 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 who 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 programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business's 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 §E(2)(b), of this regulation;
 - (h) Notify its employees in the statement required by §E(2)(b), of this regulation, 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 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any 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 drug 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 §E(2)(a)-(j), of this regulation.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), of this regulation, 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 21.07.01.11 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 the 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.

F. 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 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: _____

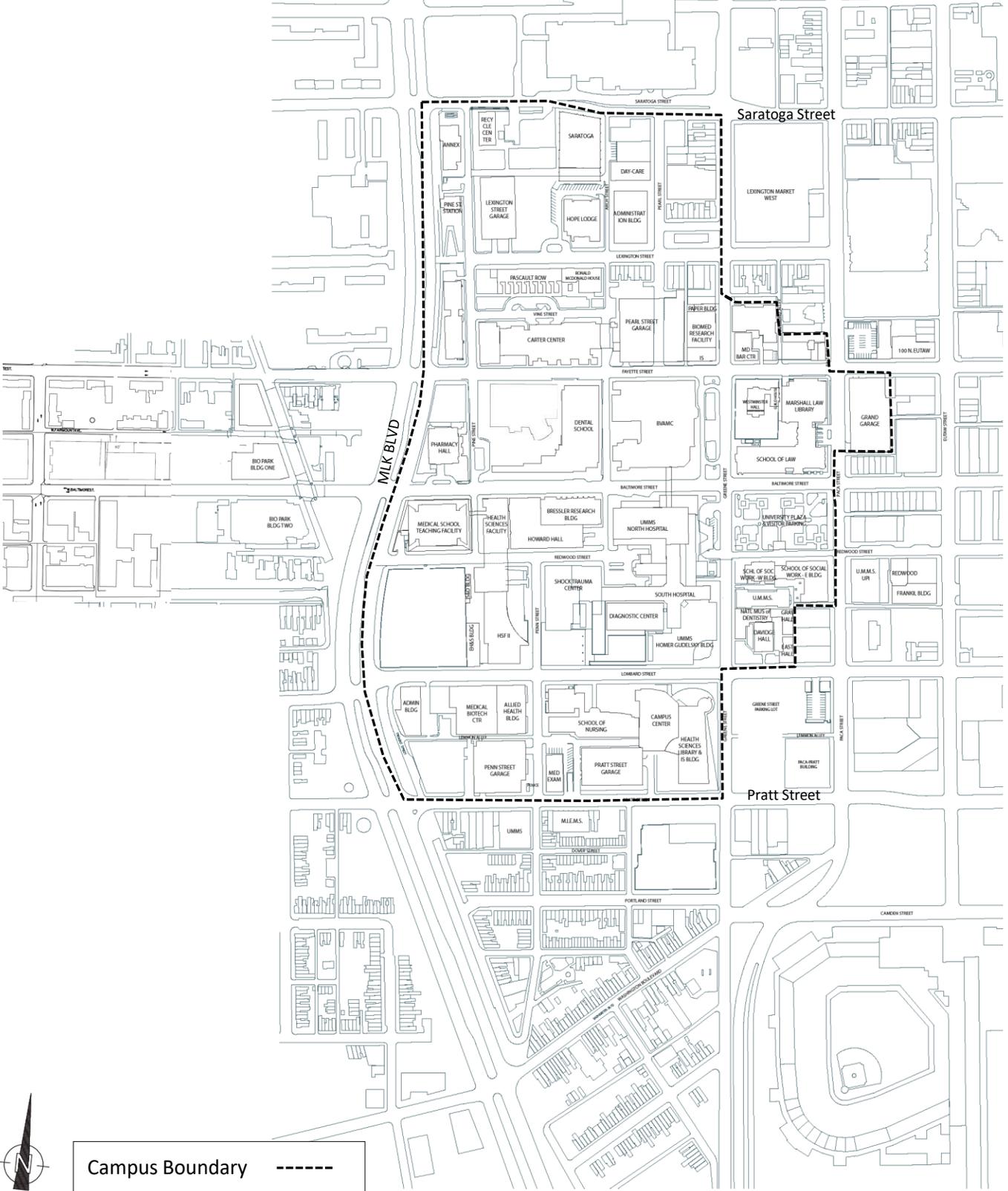
By: _____ (printed name of Authorized Representative and affiant)

_____ (signature of Authorized Representative and affiant)

**ATTACHMENT E
BOUNDARY MAP**



University of Maryland, Baltimore



Campus Boundary



**ATTACHMENT I
UNIVERSITY OF MARYLAND, BALTIMORE
SOLICITATION TERMS AND CONDITIONS
FOR CONSTRUCTION/MAINTENANCE PROJECTS
LANDSCAPING AND TURF MAINTENANCE
RFP91013JL**

1. Due Date and Time

The Technical Proposal shall be submitted via email to the email address provided in the Solicitation schedule with the 'sent' email time log no later than the date and time indicated in the Solicitation Schedule.

Price Proposals will only be requested from those proposers who are shortlisted following the second phase technical evaluation per the RFP. The due date for Price Proposals will be set upon completion of the technical evaluation, however, the University anticipates the price proposal due date to be as provided in the Solicitation Schedule.

Proposers shall allow sufficient time in submitting responses to the RFP to ensure timely receipt by the Issuing Office via the email site. **Due to file size constraints (25 MG), multiple files may need to be submitted by the Proposer.** Proposals or unsolicited amendments to proposals arriving after the due date and time will not be considered.

Proposals (i.e. both the Technical Proposal and the Price Proposal combined) are to be valid for one hundred and twenty days (120 days) following the receipt of the Price Proposal.

2. Late Proposals

Any proposal, request for modification, or request for withdrawal that is not received at the designated location, time, and date set forth in the Solicitation Schedule will be deemed late and will not be considered. Delivery of the proposal to the specified location at the prescribed time and date is the sole responsibility of the proposer.

3. Multiple/Alternative Proposals

Proposers may not submit more than one (1) proposal nor may proposers submit an alternate to this RFP. (Refer to Section I and Section III of the Solicitation for instructions on how to respond the scope of service categories.)

4. Modifications and Withdrawals of Proposals

Withdrawal of, or modifications to, proposals are effective only if written notice is filed to the Issuing Office prior to the time proposals are due. A notice of withdrawal or modification to a proposal must be signed by an officer with the authority to commit the company.

Withdrawal of, or modifications to, price proposals are effective only if written notice is filed to the Issuing Office prior to the time price proposals are due. A notice of withdrawal or modification to a price proposal must be signed by an officer with the authority to commit the firm.

Withdrawal or modifications to proposals received by the University after the time proposals are due may not be accepted.

5. Pre-Proposal Conference – Refer to Solicitation Section 00100

6. Issuing Office and Questions during the Procurement – Refer to Solicitation Section 00100

7. Questions, Inquiries, Clarifications, and Addenda

Questions and inquiries shall be submitted to the Issuing Office no later than the date and time indicated in the Solicitation Schedule.

Should a Proposer find discrepancies in the RFP documents, or be in doubt as to the meaning or intent of any part thereof, the Proposer must, prior to the question deadline listed in the Solicitation Schedule, request clarification in writing from the Issuing Office, who will issue a written Addendum to the Contract. Failure to request such clarification is a waiver to any claim by the Proposer for expense made necessary by reason of later interpretation of the RFP documents by the University. Requests shall include the RFP number and name.

Oral explanations or instructions will not be binding; only written Addenda will be binding. Any Addenda resulting from these requests will be posted on the University's bid board. The Proposer shall acknowledge the receipt of all addenda in the Acknowledgement of Receipt of Addenda Form.

8. Site Investigation

By submitting a proposal, the Proposer acknowledges that the Proposer has investigated and been satisfied as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, and electric power. Any failure by the Proposer to become acquainted with the available information will not relieve the Proposer from responsibility for estimating properly the cost of successfully performing the work. The University shall not be responsible for any conclusions or interpretations made by the Proposer of the information made available by the University.

9. Right to Reject Proposals and Waive Irregularities

The University reserves the right to reject either all proposals after the opening of the proposals but before award, or any proposal, in whole or part, when it is in the best interest of the State of Maryland. For the same reason, the University reserves the right to waive any minor irregularity in a proposal.

10. Cancellation of the RFP

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

11. Proposal Acceptance

The University reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP; to waive minor irregularities; or to negotiate with all responsible proposers, in any

manner necessary, to serve the best interest of the University. Further, the University reserves the right to make a whole award, multiple awards, a partial award, or no award at all.

12. Confidential/Proprietary Information

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

Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret. It is not sufficient to preface the entire proposal with a proprietary statement.

13. Financial Disclosure by Persons Doing Business with the State

Proposers providing materials, equipment, supplies or services to the University must comply with Section 13-221 of the State Finance & Procurement Article of the Annotated Code of Maryland which requires that every business which enters into contracts, leases or other agreements with the University and receives in the aggregate \$200,000, or more, during a calendar year shall, within 30 days of the time when the \$200,000 is reached, file with the Secretary of State a list containing the names and address of its resident agent, each of its officers, and any individual who has beneficial ownership of the contracting business.

14. Arrearages

By submitting a response to this solicitation, a firm shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of the contract if selected for contract award.

15. Incurred Expenses

The University will not be responsible for any costs incurred by any firm in preparation and submittal of a proposal.

16. Debriefing of Unsuccessful Proposers

A debriefing of an unsuccessful proposer shall be conducted upon written request submitted to the procurement officer within 10 days after the proposer knew or should have known its proposal was unsuccessful. The debriefing shall be limited to discussion of the unsuccessful proposer's proposal only and shall not include a discussion of a competing proposer's proposal. Debriefings shall be conducted at the earliest feasible time. A summarization of the procurement officer's rationale for the selection may be given.

17. Maryland Public Ethics Law

The Maryland Public Ethics Law prohibits, among other things: State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a bid or proposal, (ii) negotiating a contract, and (iii) entering into a contract with the governmental unit with which the individual is affiliated per the Maryland Code, General

Provisions Article, Title 5, Subtitle 5.

If the proposer has any questions concerning application of the State Ethics Law to the proposer's participation in this procurement, it is incumbent upon the proposer to seek advice from the State Ethics Commission: Executive Director, State Ethics Commission, 45 Calvert Street, 3rd Floor, Annapolis, Maryland 21401, 410-260-7770, 877-669-6085.

The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the proposer to obtain advice from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics Law.

The resulting contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the vendor or any State of Maryland employee in connection with this procurement.

18. Use of Affiliates to Avoid Taxation on Income from State Contracts

Contractor agrees that it will not reduce its income subject to tax by claiming a deduction for royalty or similar payments for trademarks, trade names, or intangible property that shift income from the contractor to an affiliated entity that does not file Maryland income tax returns. Contractor agrees that any affiliated entity receiving such payments is doing business in Maryland and is required to file Maryland income tax returns. Contractor agrees that during the course of this contract: (1) it shall not make any such royalty or similar payments to any affiliated company; but (2) if any such royalty or similar payments are made, contractor and the affiliated company shall file separate Maryland income tax returns and pay their respective Maryland income taxes in such a manner that contractor may claim a deduction against Maryland income tax for such payments only if the affiliated company receiving the royalty or similar payment files its Maryland income tax return and pays Maryland tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the contractor does business. Contractor agrees that it is authorized to bind its affiliated entities to the terms hereof.

19. Payments to Contractors by Electronic Funds Transfer

If the annual dollar value of this contract will exceed \$200,000.00, the Proposer is hereby advised that electronic funds transfer (EFT) will be used by the State to pay the Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants the Contractor an exemption.

By submitting a response to this solicitation, the Proposer agrees to accept payments by EFT. The selected Proposer shall register using form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

The form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland:

http://comptroller.marylandtaxes.gov/ Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf

20. Minority Business Enterprise Notice

Minority Business Enterprises are encouraged to respond to this solicitation. For MBE goal and subgoal requirements of this solicitation, refer to Section 00100 and Attachment H of the RFP. For more information on the State's MBE program or questions related to certification, please contact MDOT's Office of Minority Business Enterprise/Equal Opportunity, telephone 410-865-1269 or view the MDOT website <https://mbe.mdot.maryland.gov/directory/>.

21. Insurance Requirements – Refer to Sections 00700 Paragraph 6.04 and 6.05 of the Solicitation

22. Bid and Payment and Performance Bonds – Refer to Solicitation Sections 00300, Article 4 for information regarding Bid Bond requirements (if any) and Section 00700, Paragraph 2.03 for Payment and Performance Bond requirements.

END OF ATTACHMENT