



101 COLLEGE PARKWAY. ARNOLD, MARYLAND 21012-1895

REQUEST FOR PROPOSALS

PROJECT NO. C2022-21-P

LANDSCAPING SERVICES

October 29, 2021

Submit Sealed Competitive Proposals To:

Heidi Frist
Senior Purchasing Agent
Resource Management Building, Room 108
Anne Arundel Community College
101 College Parkway
Arnold, MD 21012-1895
hmfrist@aacc.edu

Deadline for Receipt of Proposals: December 9, 2021, 11:00 AM ET



Purchasing and Contracting

purchasing@aacc.edu

www.aacc.edu

October 29, 2021

To All Interested Firms:

Anne Arundel Community College (AACC) is requesting proposals for a single contractor to provide Landscaping Services for the Arnold, Glen Burnie, and Arundel Mills campuses for one year, with options to extend for 4 additional 1-year periods, assuming satisfactory service and no unreasonable price increases.

A pre-proposal Microsoft Teams meeting is scheduled for **Thursday, November 11, 2021 at 10:00 a.m. ET**. Firms are strongly encouraged to attend. Refer to page 3 of the RFP for more details.

Proposals must be submitted (**by Email**), digitally signed, endorsed in the subject line of the Email "RFP: Project C2022-21-P HVAC Replacement – Plant Building Offices" to Ms. Heidi Frist, Senior Purchasing Agent, Email: hmfrist@aacc.edu. **Proposals will be accepted until 11:00 a.m. ET Thursday, December 9, 2021. The time stamp that will be considered for the timely receipt of proposals will be the college's email time stamp, NOT the firm's email sent time stamp.** It is the responsibility of each firm to ensure that their proposal is delivered prior to the scheduled due date and time.

Copies of the Request for Proposal (RFP) may be obtained from the eMaryland Marketplace Advantage (eMMA) website. Firms assume the responsibility of downloading RFP documents and addendums from this website prior to submission of their proposals. Anne Arundel Community College assumes no liability for damages incurred directly or indirectly as a result of errors, omissions, discrepancies, unauthorized modification of electronic data, errors in transmission, HTML browser incompatibilities, and other aspects of electronic communications that are beyond the control of the College.

Anne Arundel Community College reserves the right to reject any and all submittals and to waive any formalities, informalities or technicalities as it deems necessary, appropriate and in the College's best interest. Final award of contract is subject to the availability of funding for this project.

Sincerely,
Heidi Frist
Senior Purchasing Agent
hmfrist@aacc.edu

Notice of Nondiscrimination: AACC is an equal opportunity, affirmative action, Title IX, ADA Title 504 compliant institution. Call Disability Support Services, 410-777-2306 or Maryland Relay 711, 72 hours in advance to request most accommodations. Requests for sign language interpreters, alternative format books or assistive technology require 30 days' notice. For information on AACC's compliance and complaints concerning sexual assault, sexual misconduct, discrimination or harassment, contact the federal compliance officer and Title IX coordinator at 410-777-1239, complianceofficer@aacc.edu or Maryland Relay 711.



ANNE ARUNDEL COMMUNITY COLLEGE

NON-SUBMITTAL RESPONSE FORM

RFP Name: Landscaping Services
RFP Number: C2022-21-P

NOTE TO VENDOR:

If your company's response is a "non-submittal", Anne Arundel Community College (AACC) is very interested in the reason for such response since AACC desires to ensure that the procurement process is fair, non-restrictive and attracts maximum participation from interested companies. We therefore, appreciate your responses to this Non-Submittal Response Form.

Please complete and Email to: hmfrist@aacc.edu or fax this form to: (410) 777-4244

Please indicate your reason for responding with a "non-submittal":

- Unable to meet the requirements for this solicitation.
- Unable to provide the goods or services specified in this solicitation
- Unable to meet time frame established for start and or completion of project.
- Received too late to submit a bid. Received on:
- Please remove our company's name from receiving similar type solicitations.

Other (Please explain):

Your response will be reviewed and placed in the solicitation file. Your input will assist AACC in determining changes necessary to increase participation in the solicitation process.

Company name

Company address

Company telephone number

Company fax number

Primary company contact e-mail address

Authorized company official signature

Title

Date

**ANNE ARUNDEL COMMUNITY COLLEGE
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LANDSCAPING SERVICES**

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RFP COMPLETION CHECKLIST

The checklist is a summary of some of the required components of the RFP. It is provided as a convenience to proposers, but is not intended to be all-inclusive or to imply acceptance or evidence of compliance by its use. It is the responsibility of the proposer to submit complete and compliant proposals.

Volume One Technical Proposal

- Section 1.0, Title Page.
- Section 2.0, Contractor's Qualifications and Relevant Experience
- Section 3.0, Value Added
- Section 4.0, References
- Section 5.0, Subcontractors

Volume Two College Submittal Documents

- Section 6.0 Contractor's Price Proposal
- Section 7.0 Acknowledgement of Addenda
- Section 8.0 Conflict of Interest
- Section 9.0 Participation in Procurement Statement
- Section 10.0 Bid/Proposal Affidavit
- Section 11.0 Site Safety Requirements Acknowledgement
- Section 12.0 Warranty of Services Acknowledgment
- Section 13.0 Proof of Insurance
- Section 14.0 Minority Participation

**ANNE ARUNDEL COMMUNITY COLLEGE
REQUEST FOR PROPOSALS PROJECT NO. C2022-21-P
LANDSCAPING SERVICES**

TENTATIVE SCHEDULE OF EVENTS

10/29/21	RFP Advertisement posted on eMaryland
11/11/21	Pre-Proposal TEAM Meeting, 10:00 a.m. ET.
11/15/21	Addendum with the minutes from the PPCONF posted on eMaryland
11/19/21	Cut-off date for questions. All questions and requests must be submitted by Email to hmfrist@aacc.edu , no later than 11:00 a.m. ET.
11/23/21	Addendum posted on eMaryland, if applicable.
11/25/21 – 11/28/21	College Closed – Thanksgiving Break
12/09/21	Proposals are due no later than 11:00 a.m. ET. Proposals must be submitted by Email to hmfrist@aacc.edu, no later than 11:00 a.m. ET. Proposals may be submitted at any time prior to this date and time. Proposals will not be publicly opened.
12/10/21 – 12/16/21	Evaluation of Proposals by College officials.
12/23/21 – 01/02/22	College Closed – Winter Break
01/06/22 or 01/07/22	Interview with Qualified Firm(s)
01/14/22	Notice of Contract Award
01/17/22	College Closed – Martin Luther King Jr. Day
02/01/22 – 01/31/23	Base Contract Period
02/01/23 – 01/31/24	Option Year One
02/01/24 – 01/31/25	Option Year Two
02/01/25 – 01/31/26	Option Year Three
02/01/26 – 01/31/27	Option Year Four

END OF SECTION

PART ONE – INSTRUCTIONS & INFORMATION FOR SUBMITTING PROPOSALS

1.1 INTRODUCTION

Anne Arundel Community College (AACC) is requesting proposals for a single contractor to provide Landscaping Services for the Arnold, Glen Burnie, and Arundel Mills campuses for one year, with options to extend for 4 additional 1-year periods, assuming satisfactory service and no unreasonable price increases.

Fast Facts about Anne Arundel Community College can be reviewed at:

<http://www.aacc.edu/aboutaacc/file/fastfacts.pdf>

As COVID-19 restrictions are winding down, Contractors can follow the College's progress through this link: [Riverhawks Reunite - Anne Arundel Community College \(aacc.edu\)](#)

1.2 CONTACT POINT

Questions concerning this Request for Proposals (RFP) must be made in writing and emailed to: Heidi Frist, Senior Purchasing Agent, Email: hmfrist@aacc.edu.

Firms, including third-party Firms or their staff, should not contact other College employees, faculty or any related constituency for purposes associated with the RFP. Contact includes but is not limited to obtaining or providing information regarding this RFP. Firms failing to comply with this requirement may be disqualified.

The College may designate one or more of its employees as liaison to interested Firms at its discretion. This designation may be made after the proposal submission deadline. Communication between the Firm and the College would then be made through the designated liaison after that point.

1.3 PROPOSAL DOCUMENTS

Copies of the Request for Proposal (RFP) may be obtained from the eMaryland Marketplace Advantage (eMMA) website: www.emma.maryland.gov. Offerors assume the responsibility of downloading RFP documents and addendums from this website prior to submission of their proposal. Anne Arundel Community College assumes no liability for damages incurred directly or indirectly as a result of errors, omissions, discrepancies, unauthorized modification of electronic data, errors in transmission, HTML browser incompatibilities, and other aspects of electronic communications that are beyond the control of the College.

Prospective offerors are solely responsible for obtaining any addendums which are issued. All RFP addendums will be posted on eMaryland Marketplace Advantage (eMMA). Addendums to this solicitation could occur shortly prior to RFP opening (sometimes within as little as 24 hours). It is the potential firm's responsibility to frequently visit eMaryland Marketplace Advantage (eMMA) website to obtain addendums.

The College does not provide solicitation documents in an alternate format from those posted on the eMaryland Marketplace Advantage (eMMA) website.

The College provides copies of the RFP on the terms stated above for the sole purpose of obtaining proposals for the work described in the RFP. The College does not grant permission for any other use of these documents.

1.4 PRE-PROPOSAL MICROSOFT TEAMS MEETING

A pre-proposal Microsoft Teams meeting is scheduled for **Thursday, November 11, 2021 at 10:00 a.m. ET**. Firms are strongly encouraged to attend. Firms should make sure they have audio and visual access to the meeting. To join the Teams meeting, use the following link/information:

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 240-491-0163,,94572468#](#) United States, Bethesda

Phone Conference ID: 945 724 68#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

1.5 INTERPRETATIONS, DISCREPANCIES AND OMISSIONS

Firms must carefully examine the RFP and related documents. Should any firm find discrepancies or omissions in this RFP or be in doubt as to the content or meaning of any aspect of this document, the firm should direct inquiries and/or requests for clarification of the documents, specifications or the process as a whole in writing to Heidi Frist, Senior Purchase Agent, hmfrist@acc.edu by **November 19, 2021 by 11:00 a.m. ET**. The submission of a proposal will indicate that the firm thoroughly understands the terms of the RFP.

Firms are advised that the College reserves the right to use its best judgment in providing or not providing a response to any question(s) received after the above cutoff date for questions.

1.6 RIGHT TO AMEND, MODIFY OR CANCEL RFP

The college reserves the right, at its sole discretion, to amend or modify any provisions of the RFP or to withdraw the procurement at any time prior to the award of a contract. This final decision will be based on the college's best interest.

The college reserves the right to change the contents of this RFP where necessary for the proper fulfillment of the intent of this procurement. Changes will be made in the form of written addenda. All addendums will be posted on the eMaryland Marketplace website. Offerors are solely responsible for obtaining any addendums. Addendums to solicitations often occur shortly prior to proposal opening (sometimes within as little as 24 hours). It is the potential contractor's responsibility to frequently visit the eMaryland Marketplace website to obtain addendums.

Verbal changes to the RFP are not valid unless confirmed by written addenda.

1.7 TWO VOLUME PROPOSAL

The selection procedure for this procurement requires an independent evaluation of the technical proposal and College submittal documents. This separation allows for evaluation of technical proposals on their technical merit only. Consequently, each Firm shall submit its proposal in two separately sealed volumes. Refer to Part Two - Submittal Format, paragraph 2.2 General Organization of Submittal Contents, page 8 of the RFP.

1.8 SUBMISSION OF PROPOSALS

Respondents must submit their proposal on the forms provided in this RFP. Both volumes must be submitted as separate PDF files, labeled appropriately, and sent in one email. Proposals must be digitally signed, and endorsed in the subject line of the Email "RFP C2022-21-P Landscaping Services" to Ms. Heidi Frist, Senior Purchasing Agent, Email: hmfrist@acc.edu. **Proposals will be received until Thursday, December 9, 2021, no later than 11:00 a.m. ET. The time stamp that will be**

considered for the timely receipt of proposals will be the college's email time stamp, **NOT the proposer's email sent time stamp**. It is the responsibility of each firm to ensure that their proposal is delivered prior to the scheduled due date and time.

Proposals will not be accepted electronically through eMaryland Marketplace Advantage (eMMA).

All costs incurred by the responding firms associated with the preparation, submission, presentation of proposals and attendance at meetings, including but not limited to, costs related to transportation, meals, lodging, bonding and other related expenses, if applicable, will be the sole responsibility of the respondent(s) and will not under any circumstances be reimbursed by the college.

1.9 CONFIDENTIAL/PROPRIETARY INFORMATION

Firms should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets. Firms must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret. It is not acceptable to preface the entire proposal with a confidential or proprietary statement.

1.10 LATE PROPOSALS, LATE WITHDRAWALS, AND LATE MODIFICATIONS

It is the Firm's responsibility to ensure that its proposal is received by the Senior Purchasing Agent, Heidi Frist, at hmfrist@aacc.edu no later than **11:00 a.m. ET December 9, 2021**. The time stamp that will be considered for the timely receipt of proposals will be the college's email time stamp, **NOT the bidder's email sent time stamp**.

Proposals may be submitted at any time prior to this date and time. Any proposal, request for withdrawal or request for modification received after this date and time is late.

Late proposals, withdrawals, or request for modifications will not be considered unless it is received before award is made and the late proposal would have been timely but for the sole or paramount action or inaction of college personnel.

A late modification of a successful proposal that makes its terms more favorable to the College shall be considered at any time it is received and may be accepted.

1.11 ERRORS IN PROPOSALS

Firms are responsible for the accuracy of their proposals. Respondents may withdraw or modify a proposal if notice of withdrawal or modification is received by the Senior Purchase Agent before the latest time specified for the receipt of proposal. All proposals are considered final after the date and time designated for receipt of proposal. Proposals may not be withdrawn, modified or canceled for a period of 180 days after the date and time designated for receipt of proposals. Withdrawal of a proposal after the deadline for receipt of proposals will not be permitted, except in those cases where, in the sole judgment of the College, based upon clear and demonstrable evidence, the proposing Firm has made a bona fide error in the preparation of the proposal and such error will result in substantial loss to the Firm. In that instance, an exception may be made by the College. Negligence on the part of the Firm in preparing its proposal confers no right of withdrawal, modification or cancellation of the proposal after the deadline for receipt of proposals.

Firms are responsible for the accuracy of their proposed prices. In the event of a discrepancy between the unit price and its extension, the unit price will govern. In the event of a discrepancy between written words and figures on the proposal forms, the amount stated in written words will govern.

The College may contact any and all Firms to verify information included in a proposal and may clarify any questions regarding the information submitted in the proposal to make sure the submitted proposal is both responsive and responsible. The College may waive or permit cure of minor irregularities. The College may waive any formalities, informalities and technicalities in evaluation of the proposal as are deemed appropriate, necessary and in the College's best interest.

1.12 EVALUATION OF PROPOSALS

Proposals must meet the proposal requirements as stated under Part Two – Submittal Format on page 8 of this RFP. Proposals that fail to meet one or more of the criteria may be ineligible for award.

The College selection and evaluation committee will utilize information submitted by the qualified firms to evaluate technical proposals. The qualified firms will be evaluated based on the following criteria:

1. Company Information
2. Firm's Qualifications and Relevant Experience
3. Supplemental written information requested by the panel, if applicable.

Award will be based upon factors in addition to price and may not necessarily be made to the lowest offer. The firm that is judged to be best qualified to render the services, price and other factors considered, will be selected. It is the College's intent to award the contract to the firm which, based upon the criteria for evaluation, is the most responsive and responsible firm for the provision of the work.

The College reserves the right to negotiate or modify any element of the proposal evaluation process to secure the best possible arrangement for achieving the stated purpose.

The College reserves the right to conduct any investigations deemed necessary to determine the ability of a firm to provide the work as specified herein. This includes the right to contact any current and past customer of the firm in order to assist with the verification of references or to determine the vendor's degree of qualification.

The College reserves the right to clarify information submitted in a proposal to determine whether an error has been made or whether a waiver of formality, informality or technicality is appropriate. Firms must provide all information and data necessary for the College to determine if the proposal is responsible and responsive to the RFP's requirements as stated herein.

1.13 INTERVIEWS

A college evaluation team will utilize the information submitted to evaluate proposals. Based on the outcome of the initial evaluation, one or more firms may be required to meet virtually with college officials for clarification and questions. Information provided during the interview will be used to supplement the prior evaluation of the written technical proposal and the final evaluation of technical capabilities will take into account both the written technical proposal and the interview. The evaluation team will again rank the proposals and forward the recommended final technical ranking to the Purchasing Agent for further consideration.

Interviews are an option of the college and may or may not be conducted. Firms shall not rely on the possibility of being required to virtually meet with college officials and shall submit a complete and comprehensive written response to this solicitation. If the college elects to invite a firm or firms to be interviewed, firms agree to be available on date(s) specified by the college (see tentative schedule of events on page 1). **The firm's key personnel who will be assigned to this project will be required to be in attendance and be prepared to conduct an oral review of their proposal.** Failure to be available on specified dates may lead the college to elevate another proposal for further consideration.

1.14 FINANCIAL STABILITY

The College, at any time during the RFP process, before and/or after receipt of proposals and before and/or after award of contract, may require additional documentation to provide evidence of financial stability, and or to reduce the risk exposure of the College. Additional documentation may include but not be limited to:

- Independently audited, reviewed or compiled financial statements for the two most recent complete years. Financial statements should include Balance Sheet, income statement and statement of cash flows, as well as notes, disclosures, and/or opinions as referenced in the auditor's report.

- If audited, reviewed or compiled financial statements are not available, the Firm shall provide all the following documents to support financial stability:
 - a. A letter of reference from the Firm's bank or financial institution;
 - b. Credit reference letters;
 - c. Internal financial statements;
 - d. The two most recent year's tax returns.
- Complete Dun & Bradstreet report inclusive of a Dun & Bradstreet rating, interim internal financial reports, performance bond, letter of credit, or the establishment of an escrow account.

FAILURE TO PROVE FINANCIAL STABILITY MAY RENDER THE FIRM'S PROPOSAL NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

1.15 CRITERIA FOR FIRM SELECTION AND EVALUATION OF PROPOSALS

Although cost must always be taken seriously into consideration in making a determination regarding award of contract, the College will specifically evaluate Proposals on the basis of the following criteria:

Cost	60%
Qualifications and Relevant Experience	30%
Minority Participation	5%
Overall, any other factors the College may deem appropriate	5%

1.16 ANNE ARUNDEL COMMUNITY COLLEGE RESERVED RIGHTS

Anne Arundel Community College reserves the right to:

- Adopt any or all portions of the firm's proposal to best serve the needs of the College;
- Modify or waive minor irregularities and technical defects in the firm's proposal to protect the best interest of the College.
- Negotiate or modify any element of the proposal evaluation process to secure the best possible arrangement for achieving the stated purpose.
- Conduct any investigations deemed necessary to determine the ability of a firm to provide the work as specified herein. This includes the right to contact any current and past customer of the firm in order to assist with the verification of references or to determine the vendor's degree of qualification.
- Clarify information submitted in a proposal to determine whether an error has been made or whether a waiver of formality, informality or technicality is appropriate. Firms must provide all information and data necessary for the College to determine if the proposal is responsible and responsive to the RFP's requirements as stated herein.

1.17 AWARD OR REJECTION OF PROPOSAL

The contract will be awarded to the firm complying with all the provisions of this RFP and the stated criteria, subject to the availability of funding and provided it is the best interest of Anne Arundel Community College to award the contract.

Anne Arundel Community College may reject any and all proposals, at any time, whenever such is in the best interest of the college. A firm's proposal may be rejected for one or more, but not limited to the following reasons:

1. Failure of the firm(s) to submit a bid within the time frames specified;
2. Failure of the firm(s) to provide the required information;
3. Failure of the firm(s) to respond to the request for clarification, presentation or demonstration;
4. Failure of the firm to follow the prescribed RFP instructions, including preparation, submission and response format;
5. Collusion among or between firms;

6. Unbalanced proposals whereby the prices quoted for some work are inconsistent with prices quoted for similar work;
7. Lack of responsibility on the part of the firm;
8. Financial instability of firm submitting the proposal;
9. Failure of the firm to successfully negotiate a contract;
10. Submission of a proposal that does not meet the college's requirements as outlined.

The college reserves the right to reject any proposals if the evidence submitted by, or investigation of, such firm fails to satisfy the college that such firm is qualified to carry out the obligations of the contract herein.

Conditional Proposals will not be accepted.

If the firm, to whom an award is made, fails to execute the contract as specified, the award may be annulled and the contract awarded to the second most responsive and responsible firm. The second firm will be required to fulfill every stipulation included herein, as if it was the original party to whom the award was made. If the second firm fails to fulfill its obligations, the college may reject any and/or all of the proposals at its discretion.

1.18 VENDOR INFORMATION

During the award process, the successful firm will be required to self-register in the college's procurement system.

1.19 NOTICE TO PROCEED

Upon determination of the most responsive and responsible Firm, a notice of award will be sent to the successful firm. Non-award letters will also be issued. The specified contract time will begin on the date of the "Notice of Award." Both the Firm and the College will work diligently to process and agree to a written contractual agreement within 10 days after the notice of award has been issued.

1.20 DEBRIEFINGS

Debriefing of an unsuccessful firm will be conducted upon written request submitted to the purchasing agent within ten (10) days of the announcement of the recommended award. This debriefing will be oral and be limited to a discussion of the unsuccessful firm's proposal only and will provide information on areas in which it was deemed weak or deficient.

1.21 PROTESTS TO BID OR PROPOSAL RESULTS

An interested party (actual bidder, offeror or contractor) may protest an award or proposed award of a contract for goods or services to all publicly solicited items or services with a value of \$50,000 or more. The protest must be submitted in writing, addressed to the Director of Purchasing & Contracting, and be clearly marked as "Protest" on the outside of the envelope within seven days of the announcement of award.

END OF SECTION

PART TWO – SUBMITTAL FORMAT

2.1 INTRODUCTION

All Proposals are expected to be prepared in accordance with the format listed below. Furthermore, respondents must submit their proposal on the forms provided in this RFP. Both volumes must be submitted as separate PDF files, labeled appropriately, and sent in one email. Proposals must be digitally signed, and endorsed in the subject line of the Email “RFP C2022-21-P Landscaping Services” to Ms. Heidi Frist, Senior Purchasing Agent, Email: hmfrist@aacc.edu. (refer to paragraph 1.8 Submission of Proposals, on pages 3 & 4). Proposals should be emailed by the due date and time as indicated.

Proposals should be clear and concise. Utilize a table of contents for ease in finding necessary information. Contractors should supply any documentation or literature that will facilitate evaluation of their qualifications. A transmittal letter should accompany the Contractor’s Proposal. The purpose of this letter is to transmit the Proposal; therefore, it should be brief, but shall list all items contained within the Proposal. The letter must be signed by an individual who is authorized to bind the Contractor to all statements contained in the Proposal.

Each Contractor’s proposal will be evaluated on the factors listed below. Proposals should address each section as outlined in order for the Selection and Evaluation Committee to make a proper and complete evaluation of the Contractor’s capabilities and response. Proposals not in conformance with or responsive to the stated requirements may be rejected at the discretion of College officials.

2.2 GENERAL ORGANIZATION OF CONTRACTOR’S PROPOSAL CONTENTS

Proposals must be organized in the following format:

Volume One Technical Proposal:

- Section 1.0 Title Page
- Section 2.0 Contractor’s Qualifications and Relevant Experience
- Section 3.0 Value Added
- Section 4.0 References
- Section 5.0 Subcontractors

Volume Two Submittal Documents:

- Section 6.0 Contractor’s Price Proposal
- Section 7.0 Acknowledgement of Addenda
- Section 8.0 Conflict of Interest Statement
- Section 9.0 Participation in Procurement Statement
- Section 10.0 Bid/Proposal Affidavit
- Section 11.0 Site Safety Requirements Statement
- Section 12.0 Warranty of Services Acknowledgement
- Section 13.0 Proof of Insurance
- Section 14.0 Minority Participation

2.3 SECTION 1.0 – TITLE PAGE

The title page must be on company letterhead and should include the name and working address of the Contractor submitting a proposal, the name, email, and telephone number of the primary company representative to be contacted in reference to the proposal, and the date of submission. The page should contain the following statement: “Proposal – Project C2022-21-P, Landscaping Services”.

2.4 SECTION 2.0 – CONTRACTOR’S QUALIFICATIONS AND RELEVANT EXPERIENCE

All services furnished under this contract shall be from Contractors regularly engaged in this type of work for a minimum of five consecutive years, and should be currently licensed, bonded and insured in the area where the work is to be performed. Failure to provide such proof may result in the Contractor being determined to be non-responsive and not eligible for award.

The college reserves the right to request any other information and data it deems necessary to determine if the Contractor’s proposal is both responsive and responsible and that the Contractor is fully qualified to handle the project as specified.

An inspection of the contractor’s business operations may be required prior to the award of contract.

Section 2.0 of the RFP, must be completed and information requested must be furnished. Failure to include any of the items listed under this section may result in the Contractor being disqualified. Contractor should describe in detail and provide evidence supporting the qualifications when applicable.

All Contractors are to compile their qualifications and experience in the order listed:

1. Company Information
2. Experience
3. Management Information
4. Project Approach and Methodology

2.5 SECTION 3.0 – VALUE ADDED

Briefly share what makes your company unique among other contractors regularly engaged in this type of work. What differentiates your firm from your competitors?

Describe any additional value-added services that were not previously mentioned in your response for Section 3.0 above.

2.6 SECTION 4.0 – REFERENCES

Anne Arundel Community College may contact references as it deems necessary to determine the ability of the Contractor to meet all the terms of the stated specifications.

Supply a listing of at least three (3) clients, preferably in the local area, for whom a project of equivalent requirements, scope and complexity has been performed within the past three (3) years. Anne Arundel Community College should not be one of these references. For each reference, the Contractor shall include the following information:

1. Name of client;
2. Address of client;
3. Name and title of person who may be contacted for the reference;
4. Telephone number and fax number, as well as e-mail address, for the contact person;
5. Scope of work and date of project

Use attached Reference Sheet, but also provide the information as an Excel or csv (comma separated values) file.

2.7 SECTION 5.0 – SUBCONTRACTORS

Provide a list of all subcontractors’ names, addresses, telephone numbers and contacts. If the Contractor does not use subcontractors, this should be clearly stated under this section.

Subcontractors cannot change or be substituted during the course of this contract unless approved in advance by the College.

2.8 SECTION 6.0 – CONTRACTOR’S PRICE PROPOSAL

Price proposals shall be signed by an authorized Contractor representative and shall be in accordance with the requirements of this RFP and all addenda.

By submitting a proposal, it is understood that your firm agrees to provide said services as specified and that those services shall be provided or performed in accordance with the RFP specifications, stipulations and terms and conditions specified and that your firm has read and agrees to the college terms, conditions, stipulations, and specifications and any college approved or authorized exceptions, and that your firm will adhere to said terms and conditions in any contract resulting.

It is also understood that the proposed price will be firm for a period of one hundred and eighty (180) calendar days from the deadline for receipt of price proposals and that if the authorized signatory is notified of acceptance of this price within this time period, the Contractor shall execute a contract for the proposed compensation.

All proposal pricing shall be exclusive of taxes, where applicable. A copy of the College's tax exemption certificate can be provided upon request.

Information to be included in the price proposal:

1. Total Annual Cost for Landscaping Services - Summary
2. Annual Landscaping Services for East Campus - Arnold
3. Annual Landscaping Services for West Campus - Arnold
4. Annual Landscaping Services for Arundel Mills Campus - Hanover
5. Unscheduled / Extra Work Rates

2.9 SECTION 7.0 – ACKNOWLEDGEMENT OF ADDENDA

Addenda are incorporated into and are considered to be an integral part of the RFP.

Contractors must determine prior to submitting a proposal that they have received all addenda issued and must acknowledge receipt by completing Section 7.0 of the submittal documents of this RFP and returning with Contractor's proposal.

2.10 SECTION 8.0 – CONFLICT OF INTEREST STATEMENT

Contractors must certify that there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest for this project; or if so, contractors shall state the facts or circumstances. The Conflict of Interest Statement is attached as Section 8.0 under the submittal documents section of this RFP and must be completed and returned with the Contractor's proposal package.

Employees of the college whose duties include matters relating to or affecting the subject matter of this contract, shall not, during the pendency and term of this contract and while so employed, become or be an employee of the Contractor or any entity that is a subcontractor on this contract.

2.11 SECTION 9.0 – PARTICIPATION IN PROCUREMENT STATEMENT

In compliance with the Maryland State Finance and Procurement Code Ann. 13-212.1, an individual who assists an executive unit (the College) in the drafting of specifications, an invitation for bids or a request for proposals, or a person that employs the individual during the period of assistance, may not 1) submit a bid or proposal for that procurement; or 2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement. This statement is included as Section 9.0 of the submittal documents of this RFP and must be completed and returned with the contractor's proposal package.

2.12 SECTION 10.0 – BID/PROPOSAL AFFIDAVIT

The Bid/Proposal Affidavit included as Section 10.0 of the submittal documents of this RFP must be executed by each responding Contractor and submitted with the Contractor's proposal package.

2.13 SECTION 11.0 – SITE SAFETY REQUIREMENTS ACKNOWLEDGMENT

Anne Arundel Community College is committed to ensuring the safety and health of all employees, students and others that may be affected by the issues arising from the engagement of Contractors. The college enforces OSHA and MOSH requirements in addition to other requirements as listed on the Site Safety Requirements Acknowledgment. The Site Safety Requirements Acknowledgment is

attached as Section 11.0 under the submittal documents section of this RFP and must be signed and returned with the Contractor's proposal package.

2.14 SECTION 12.0 – WARRANTY OF SERVICES ACKNOWLEDGMENT

Notwithstanding inspection and acceptance by the College or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. AACC shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by College. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to College, or (2) that College does not require correction or re-performance.

If the Contractor is required to correct or re-perform, it shall be at no cost to AACC and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, AACC may, by contract, otherwise correct, or replace with similar services and charge to the Contractor the cost occasioned to AACC thereby, or make an equitable adjustment in the Contract price.

2.15 SECTION 13.0 – PROOF OF INSURANCE

Contractors must supply a letter from their insurance company or a copy of a current (up-to-date) certificate(s) of insurance which includes the policy number(s), the name(s) of the insurance company and insurance agent(s), effective date(s) and coverage amounts as specified under Part Three – General Conditions of Contract, paragraph 3.15 Insurance, pages 15 & 16. Additionally, the proof(s) of insurance shall verify that the primary Contractor holds, or if awarded the contract, will hold in their company's name, all required insurance at the specified limits. All policies, where allowed, shall include a waiver of subrogation in favor of the college.

2.16 SECTION 14.0 – MINORITY PARTICIPATION

It is the policy of Anne Arundel Community College to strongly encourage minority business enterprises (MBE) to provide goods and services for the performance of college functions. Minority businesses include non-profit entities organized to promote the interests of persons with disabilities, and Contractors that are 51% owned and controlled by a member of socially or economically disadvantaged minority groups, which include: African-Americans, Hispanics, American Indians, Alaska natives, Asians, Pacific Islanders, women, and the mentally or physically disabled. MBE participation can be achieved via MBE prime, MBE joint venture party, MBE consultants, and MBE suppliers or trade contractors. The college does not have a MBE certification program, but accepts MBE certification from all government certification programs.

Non-minority contractors are encouraged to respond to this section by providing a narrative explaining their MBE participation by describing the contractor's outreach efforts to minority business enterprises in order to encourage their participation.

END OF SECTION

PART THREE – GENERAL CONDITIONS OF CONTRACT

3.1 ADDITIONAL TERMS AND CONDITIONS

Please go to the following link for a complete list of terms and conditions:

<https://www.aacc.edu/media/content-assets/aacc/documents/Purchase-Order-Terms-and-Conditions-Final.pdf>

These terms and conditions are subject to change without notice. Firms are encouraged to check the above link frequently to learn of any changes made to these Terms and Conditions.

3.2 CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the college, all contracts made by the college under Federal awards must contain provisions in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal awards:

<https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200-appII>

These Contract provisions are subject to change without notice. Firms are encouraged to check the above link frequently to learn of any changes made to these contract provisions.

3.3 GOVERNING LAW

Any contract awarded as a result of this RFP will be governed by the laws of the State of Maryland. The successful firms will be required to observe and comply with all Federal, State, and local laws, ordinances, orders, codes and regulations, including but not limited to, those relating to undocumented workers and the Uniform Commercial Code, all existing at the time of, or as amended subsequent to, the execution of a contract which in any manner affects the contractual requirements. Furthermore, all employees of the firm working anytime at Anne Arundel Community College must be in compliance with the State of Maryland Annotated Code Article 11-701 - 11-721 Criminal Procedure for Sex Offender and the firm is prohibited from staffing this contract with any individual who has been convicted of any act requiring registration under said article.

Any contract awarded as a result of this RFP will require that only United States citizens and/or persons legally authorized to work in the United States be employed on this project. It is the responsibility of the firm to ensure that all work to be performed under the awarded contract shall be done in strict compliance with all applicable Federal, State and local laws and regulations. In the event that a provision or specification in this RFP is in conflict with applicable laws and regulations, the firm must inform the College, indicate such in its proposal and propose alterations to the conditions specified.

As required by Maryland law, all foreign corporations doing business within the State of Maryland are required to be registered with the State Department of Assessment and Taxation. In order to be eligible to contract with the College, compliance with this law is mandatory.

3.4 RELATIONSHIP OF PROPOSAL AND FINAL CONTRACT

The proposal, addenda and subsequent submittals required as a part of the proposal evaluation process will become an integral part of the final contract.

All documents and contract administration provided by the successful firm must satisfy the college's requirements as outlined in the RFP. No payment will be made to the successful firm until the documents have been received and approved and the service completed and accepted by the college as responsive to all the college's requirements.

If there is any conflict between the terms and conditions of the contract and this RFP document, the terms and conditions of this RFP shall take precedence.

3.5 CONTRACT ADMINISTRATION

The College shall assign a Contract Administrator, otherwise known as Administrator, and/or Designee to coordinate the activities of the successful firm with the College.

3.6 CONTRACT TERM

The initial term of contract will be for one (1) year effective **February 1, 2022 through January 31, 2023**. At the sole discretion of the college, the contract may be renewed for an additional four (4) one-year periods, in compliance with the contract, with the same terms and conditions of the original contract, and as long as funds are available for this purpose.

3.7 CONTRACT TYPE AND PAYMENT SCHEDULES

The contract will be in the form of an agreement and contract documents, to include, but not limited to, the College's RFP and addenda, the firm's proposal, any and all subsequent correspondence; all required submittals, i.e., certificate of insurance, bonds, etc. as well as any other documents which may be required and mutually agreed upon and negotiated by the College and the successful firm. Precise payment date(s) will be finalized during contract negotiations.

All services furnished by the successful firm shall be to the complete satisfaction of the College. No payment will be made to the successful firm until the documents have been received and approved and the project completed and accepted by the College as responsive to all the College's requirements.

The successful firm shall be compensated based on the payment rates submitted under Section 6.0 Firm's Price Proposal.

The successful firm must invoice products or services awarded exactly as indicated on a resultant college purchase order, to include cost, unit specified, quantity ordered, item descriptions, etc.

Incorrect invoicing must be resolved within 15 days from the time of notification from the college.

The College will exclusively pay the primary firm for all work performed as a result of this RFP. The primary firm will be obligated to appropriately compensate any and all subcontracted firms, if applicable.

Payment is governed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland. Anne Arundel Community College is exempt from Maryland Retail Sales Tax and Federal Excise Tax. All pricing shall be exclusive of taxes, where applicable. A copy of the College's tax exemption certificate can be provided upon request.

3.8 PRICE ADJUSTEMENTS

Contract prices are to remain fixed during the base period of the term of the contract. After the base period, prices may be adjusted annually by the lesser of 3% or the CPI index for the Services category, as provided on the Consumer Price Index Detailed Report Tables Annual Averages for the prior calendar year. In order to receive consideration for a price increase, the firm must submit a request and justification in writing to the Procurement Office sixty (60) days prior to the end of the initial year term. Upon approval of the college, any such modified rate will apply for the contract renewal period.

3.9 REVISIONS AND CHANGES TO CONTRACT

The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by Anne Arundel Community College before the firm performs additional work on the project. The firm cannot accept purchase requests for products or services that are not covered in this contract or make changes to the scope of services unless a price for those products or services has been negotiated with the College, and the firm has received a signed contract amendment from the Purchasing office.

If revisions or changes are required in connection with this contract which, in the opinion of the College, are rendered necessary as a result of the firm's services or the firm's subcontractor services, if any, or if the firm's work is determined by the College to be inferior, defective or not in accordance with terms of the firm's proposal and subsequent contract, the firm must, promptly upon receipt of notice from the College, and without expense to the College:

1. Place in satisfactory condition in every particular all such work and correct all defects therein;

2. Make good all work, which in the opinion of the College is the result of failure on the part of the firm to respond to or correctly complete the terms of the contract.

If the firm, after notice, fails to proceed promptly to comply with the terms of the guarantee, the College may have the work corrected by another company and the firm will be liable for any and all expenses incurred.

3.10 CONFIDENTIAL AND SENSITIVE INFORMATION (CSI)

All service providers that work in the proximity of Confidential and Sensitive Information (CSI) must agree to abide by the college's Identity Theft policies and procedures. In the event that the service provider becomes aware of a red flag or data incident, the service provider is required to report the incident to their point of contact at the college. The point of contact is required to notify the Chair of the Red Flags Committee and report the incident, provide the Chair with the contact information of the service provider, and assist the Chair as necessary in incident reporting and resolution. All service providers that process, store or transport CSI provided by the college are required to give the college sufficient documentation to assess the provider's data security risk.

3.11 NON-VISUAL ACCESS

The firm warrants that if information technology is offered under this solicitation that it (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The firm further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than five (5) percent. For purposes of this condition, the phrase 'equivalent access' means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

3.12 CONFIDENTIALITY

The Firm acknowledges that during the engagement [he or she] may have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the College and/or used by the College in connection with the operation of its business including, without limitation, the College's business and processes, methods, student lists, customer lists, accounts and procedures. The Firm agrees that [he or she] will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this agreement or at any time thereafter, except as required in the course of this engagement with the College. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the College, whether prepared by the Firm or otherwise coming into [his or her] possession, shall remain the exclusive property of the College. The Firm shall not retain any copies of the foregoing without the College's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the College, the Firm shall immediately deliver to the College all such files, records, documents, specifications, information, and other items in [his or her] possession or under [his or her] control. The Firm further agrees that [he or she] will not disclose [his or her] retention as an independent firm or the terms of this Agreement to any person without the prior written consent of the College and shall at all times preserve the confidential nature of [his or her] relationship to the College and of the services hereunder.

3.13 NON-PERFORMANCE OF WORK

Determinations of non-performance will be made following a joint inspection by the College and firm representatives.

The Work will be considered incomplete or unsatisfactory when any one of the following conditions exists:

- a. The Work was not performed in strict accordance with the scope of services.
- b. The Work not performed within the time period specified.
- c. The Work as required by the RFPs scope of services were not entirely completed.

The above list is not exhaustive of all conditions that determine non-performance of work. Determination of non-performance of work may be grounds for the firm's termination from this contract. Failure on the part of the firm to fulfill contractual obligations shall be considered just cause for termination of the contract. If the contract is terminated for unsatisfactory performance, payment shall be immediately due and payable to the college at the discretion of the college.

3.14 DAMAGES (if applicable)

The successful Firm must take any available precaution to prevent possible damage to Anne Arundel Community College property and facilities. The successful Firm will be responsible for the repair or replacement of any item or area damaged. Any repair or replacement must be performed to the complete satisfaction of the College.

3.15 INSURANCE

During the performance of the service under this contract, Firm shall maintain the following insurance policies, and be underwritten by an insurance company authorized to do business in the State of Maryland. Approval of insurance by the College will not relieve or decrease the liability of the Firm.

INSURANCE LIMIT REQUIREMENTS	
Type of Insurance	Minimum Limits of Liability
General Liability: Comprehensive Commercial General Liability including Products and Contractual Liability Pesticide Applicator's Coverage	\$1,000,000 each occurrence \$1,000,000 Personal & Adv. Injury \$2,000,000 General Aggregate \$1,000,000 Products \$2,000,000 Products Aggregate
Automobile Liability: owned, non-owned and hired automobiles	\$1,000,000 per occurrence \$1,000,000 combined single limit each accident
Excess Liability or Umbrella	\$10,000,000 each occurrence
Crime or Faithful Performance	\$100,000 Employee Theft or Loss \$100,000 Depositors Forgery or Alt \$100,000 Computer and funds Transfer
Worker's Compensation	In accordance with statutory requirements
Employers Liability	\$1,000,000 each accident \$1,000,000 each employee – disease \$1,000,000 policy limit – disease

The Firm must furnish proof of insurance to the College. The certificates must show the type, amount, class operations, effective dates and date of expiration of policies within ten (10) days from receiving the "Notice to Proceed." Waiver of Subrogation in favor of the College is required for General Liability and Workers Compensation. **All firm insurance shall be primary and non-contributory.**

Firm must not commence work under the contract until it has obtained all required insurance and until such insurance has been approved by the College. Firm must not allow any subcontractor to commence work until all similar required insurance has been obtained and approved.

Firm shall furnish AACC certificates of insurance which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to AACC.

Firm shall include AACC as an additional insured on the General Liability, Umbrella Liability and Automobile Liability insurance policy required by the contract. All of the Firm's subcontractors shall be required to include AACC and Firm as additional insured on their General Liability insurance policies.

Any and all subcontractors hired by the Firm are required to carry appropriate insurance as required by the quote and also, the policies should name the Firm as an additional insured on such subcontractor's policies. Evidence that all insurance coverages have been issued must be provided to the college prior to award of this contract.

The insurance policy provided for the protection of the Firm must cover any liability assumed under its contract. The college must be furnished with certified evidence that insurance is in full force and effect and in appropriate form throughout the contract.

Firm must assume full responsibility for any and all damages, or claims of damage, for injury to persons, property, or equipment which may result from any service performed under this contract.

Misrepresentation of any material fact, whether intentional or not, regarding the Firm's insurance coverage, policies, or capabilities may be grounds for termination of this contract.

3.16 BACKGROUND CHECKS FOR FIRMS AND SUBCONTRACTORS

Anne Arundel Community College is committed to maintaining an environment in which College interests, assets, students, and the workforce are safe, secure, and productive. When requested, and as a condition of award of this contract, all firms, subcontractors, and sub-subcontractors who will be working (this includes attending meetings) on any AACC College campus, may be requested to provide proof of successful background investigation checks for a period of no less than 7 years prior to the date of assignment to AACC account. This investigation shall include, but is not limited to, verification of credentials, criminal history, driving records (as appropriate). This information may be used by the College to make an informed decision to award a contract for this project. When requested, firms must supply proof of successful background investigations upon award of contract. The College reserves the right to request documentation from successful firm and subcontractors for proof of their ability to work in the United States.

3.17 COOPERATIVE PURCHASING (if applicable)

The College reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this RFP to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. Anne Arundel Community College assumes no authority, liability, or obligation on behalf of any other public entity that may use any contract resulting from this RFP. All purchases and payment transactions will be made directly between the firm and the requesting entity. Any exceptions to this requirement must be specifically noted in the firm's proposal response.

3.18 GUIDELINES TO VENDORS, CONTRACTORS AND SUPPLIERS REGARDING COVID-19

- To protect the safety and public health of the AACC campus and community, AACC is detailing its approach to managing critical vendors, contractors and suppliers that are required to be present on property owned, leased or operated by the college to complete necessary work. AACC Guidelines to Vendors, Contractors and Suppliers Regarding COVID-19 can be found here: [Riverhawks Reunite - Anne Arundel Community College \(aacc.edu\)](#)

END OF SECTION

PART FOUR – SCOPE OF SERVICES

4.0 GENERAL OVERVIEW

Anne Arundel Community College is requesting proposals for a Landscaping Services contract for the Arnold and Arundel Mills campuses for one-year effective February 1, 2022 through January 31, 2023, with options to extend for four (4) additional one-year periods; assuming satisfactory service and no unreasonable price increases.

4.1 GENERAL REQUIREMENTS

- 4.1.1 Arnold Campus- Contractor shall provide all labor, materials, equipment, transportation, and supervision as necessary to provide landscaping services semi-annually to provide planting bed cleanup, mulching and pre-emergent application. **The mulch needs to be organic double-shredded hardwood bark mulch throughout the bedded areas and tree rings. The new mulch will be 1-2 inches.** When applying mulch around the trees, under no circumstances should the mulch be piled up against the tree trunk. Care shall be taken not to bury emerging perennials in planting beds. The old mulch affected by rot and mildew will be removed and disposed of. The typical schedule for mulching will be the 3rd week of August.
- 4.1.2 Selective pruning of shrubs and trees in the beds. Pruning will be accomplished to remove dead or diseased branches, reduce foliage density and prevent foliage from interfering with walkways and roadways. The existing shape of the shrubs and trees shall be maintained if at all possible. The contractor will notify the College representative of any non-viable trees or plantings.
- 4.1.3 Trimming and edging: Prior to the August mulching, the beds and tree rings will be edged to reestablish a sharp, neat appearance.
- 4.1.4 Weeding Control: Measures will be performed following March cleanup and the August mulching. Unwanted plant material will be removed and disposed of prior to clean up and mulching. A pre-emergent liquid and or granular herbicide will be applied over the mulch in March and August.
- 4.1.5 Arundel Mills Campus in Hanover, MD. - Contractor shall provide all labor, materials, equipment, transportation, and supervisions as necessary to provide landscaping services which include grass mowing every two weeks from April 1st through October 1st or as requested. Weeding, pre-emergent application the 3rd week of March, the mulching of the planting beds and tree rings located inside the confines of the fence line, along Arundel Mills Drive and around the building the 3rd week of August to include edging and pre-emergent application.
- 4.1.6 Arundel Mills Campus in Hanover, MD. – Turf Treatments: An application of pre-emergent and/or fertilizer of all grassy areas. The pre-emergent must be approved by the College representative. The fertilizer ratio will be determined by the soil tests. The contractor will provide a copy of the soil tests to the College representative. The single Spring treatment of pre-emergent and fertilizer will be applied within the first two weeks of April if soil temperatures are acceptable. The two Fall fertilizations will be applied once in October and once in November as soil temperatures allow.

4.2 PLANTING, WEEDING, AND PRUNING

The estimated frequencies specified herein are not a guarantee of actual frequencies, as the College does not guarantee any particular frequency of landscaping services during the term of this contract. The frequencies may vary depending upon the actual needs. The frequencies specified herein are good faith estimates of usage during the term of this contract. Therefore, Anne Arundel Community College shall not be liable for any contractual agreements/obligations the Contractor enters into based on all the frequencies specified herein.

Provide all labor, materials, equipment, transportation, and supervision as necessary to provide the landscaping services at the following buildings and locations around Arnold Campus and Arundel Mills Campus. Service includes transport and disposal of any clippings and refuse during the service.

*Note: The Main Campus is located at 101 College Parkway, Arnold, MD. 21012. Arundel Mills is an off-campus building located at 7009 Arundel Mills Circle in Hanover, MD.

East Campus

Building	Location	Frequency	Description
Barn	Main Campus, Arnold	Semi-annually	The planting beds and tree rings around the Barn.
Central Services	Main Campus, Arnold	Semi-annually	The planting beds and tree rings around the Central Services Building and islands.
Isaac Cox Building and Storage Building	Main Campus, Arnold	Semi-annually	The planting beds and tree rings around the Isaac Cox Building and Isaac Cox Storage Building.
Johnson	Main Campus, Arnold	Semi-annually	The planting of beds at the East and West entrances to the Johnson Building.
Main Entrance	Main Campus, Arnold	Semi-annually	The planting bed at the Main Entrance.
Ring Road (HLSB & Student Services, SUN/Pascal, Library, HUM, Math, Plant, Careers, Dragun, Gym, Ludlum)	Main Campus, Arnold	Semi-annually	The planting beds and tree rings inside the confines of Ring Road.
Walking Bridge East Entrance	Main Campus, Arnold	Semi-annually	The planting bed at the East entrance of the walking bridge.
Parking Lots C and D	Main Campus, Arnold	Semi-annually	All planting beds and islands
All locations listed above	Main Campus, Arnold	Two (2) times per year	An application of pre-emergent of all planting beds. One single Spring treatment in April and single treatment in August at the time of mulching.

West Campus

Building	Location	Frequency	Description
CADE	Main Campus, Arnold	Semi-annually	The planting beds and tree rings inside the sidewalks around the building.
CALT	Main Campus, Arnold	Semi-annually	The planting beds and tree rings inside the sidewalks around the building.
Florestano	Main Campus, Arnold	Semi-annually	The planting beds and tree rings inside the sidewalks around the building.
Martin Luther King Jr. Memorial	Main Campus, Arnold	Semi-annually	Weeding and pruning of the ivy hill behind the MLK Jr. Memorial
West Campus Entrance	Main Campus, Arnold	Semi-annually	The planting bed at the entrance.
West Campus Medians at the entrance.	Main Campus, Arnold	Semi-annually	The planting beds in the medians of the entrance.
Southeast Entrance	Main Campus, Arnold	Semi-annually	The planting beds or ornamental grasses.
Parking Lot E	Main Campus, Arnold	Semi-annually	The planting bed or ornamental grasses.
Parking Lot F	Main Campus, Arnold	Semi-annually	Plant beds next to the Bus Stop and on both sides of the lower entrance and all islands.
Parking Lot G	Main Campus, Arnold	Semi-annually	The planting bed at the entrance and all islands.
All locations listed above	Main Campus, Arnold	Two (2) times per year	An application of pre-emergent of all planting beds. One single Spring treatment in April and single treatment in August at the time of mulching.

Arundel Mills Campus in Hanover

Location	Frequency	Description
Arundel Mills	Semi-annually	The planting beds and tree rings located inside the confines of the tree line and Arundel Mills Drive.
Arundel Mills	April 1 st through October 1 st	Grass mowing every two weeks from April 1 st through October 1 st or as requested.
Arundel Mills	3 times per year	An application of pre-emergent and/or fertilizer of all grassy areas. One single Spring treatment in April and two Fall fertilizations in October and November.

4.3 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

- 4.3.1 The Contractor shall furnish adequate supervision and training of personnel to insure the quality of service is in accordance with the best-recognized industry practices. Supervision shall include training of personnel, direct oversight of the work and ensuring adherence to MOSH standards.
- 4.3.2 The Contractor's employees shall be of high integrity and character. Any of the Contractor's supervisors or employees whose behavior or language is offensive, harassing or intimidating to any student, faculty, staff or visitor of the College shall be asked to leave the College premises immediately and may be restricted from working further on College premises. Verbal requests to leave the College premises shall be followed by written requests provided to the employee's supervisor by the close of the following business day.
- 4.3.3 The Contractor shall report any destruction on, loss of or damage to College property within 24 hours of the loss or damage. The report shall be provided to the contract administrator and/or designee in writing and shall specify the type, location and extent of the loss or damage. Failure to report any destruction, loss or damage may be construed as default of the contract.
- 4.3.4 The Contractor's supervisors and employees shall not engage in idle conversation or otherwise cause disruptions to students, faculty, staff or other visitors of the facilities.
- 4.3.5 The Contractor's employees shall wear appropriate identification badges, name tags and/or uniforms at all times while on the premises of the College. The employees are required to wear long pants, closed toe work boots and all appropriate personal protective equipment.
- 4.3.6 The Contractor shall be available for inspection of services by the College at any time.
- 4.3.7 The Contractor shall be required to maintain its equipment in a clean and sanitary condition, as determined by the contract administrator and/or designee and in compliance with all local, county, state, and federal regulations.
- 4.3.8 At the end of each scheduled service, an itemized statement and an invoice shall be sent to Anne Arundel Community College. Invoices must show the purchase order number, the sites serviced, frequency, unit price per frequency, extended cost, and total price for contracted work performed and accepted by the college.
- 4.3.9 Incorrect invoicing must be resolved within 15 days from the time of notification from the college.
- 4.3.10 The Contractor shall be responsible for removing any and all spillage. If the Contractor fails to remove said spillage, the College may schedule a third-party cleanup and may withhold payment for the costs from the Contractor's invoice. The cost of said removal shall include, but not be limited to, labor, materials, sub-contracted work and overhead or any other expenses incurred.
- 4.3.11 The Contractor shall be responsible for following the designated schedule immediately after commencement of the contract. The contract administrator and/or designee shall determine the

priority of the service schedule and any proposed changes to the schedule shall require written approval from the contract administrator and/or designee.

- 4.3.12 The Contractor shall be responsible for obtaining any and all required State, County or City license(s) and providing copies of license to the Purchasing Coordinator prior to the award of any contract.
- 4.3.13 **Vehicles greater than one (1) ton may not be driven on campus walkways without the express permission of the Director of Facilities or his appointed representative.**

END OF SECTION

APPENDIX A – VOLUME ONE SUBMITTAL DOCUMENTS

Section 1.0, Title Page.

Section 2.0, Contractor's Qualifications and Relevant Experience

Section 3.0, Value Added

Section 4.0, References

Section 5.0, Subcontractors

**ANNE ARUNDEL COMMUNITY COLLEGE
REQUEST FOR PROPOSALS PROJECT NO. C2022-21-P
LANDSCAPING SERVICES**

SECTION 1.0 – TITLE PAGE

The title page must be on company letterhead and should include the name and working address of the contractor submitting a proposal, the name, email, and telephone number of the primary company representative to be contacted in reference to the proposal, and the date of submission. The page should contain the following statement: "Proposal – Project C2022-21-P, Landscaping Services".

END OF SECTION

**ANNE ARUNDEL COMMUNITY COLLEGE
REQUEST FOR PROPOSALS PROJECT NO. C2022-21-P
LANDSCAPING SERVICES**

SECTION 2.0 – CONTRACTOR’S QUALIFICATIONS AND RELEVANT EXPERIENCE

Company Information:

1. Legal Name: _____
2. Legal Address: _____
3. Year Company was Incorporated: _____
4. Company Main Phone Number: _____
5. Fax Number: _____
6. E-Mail Address: _____
7. Web Site: _____
8. Owner and Title: _____
9. Has your company, at any time, failed to complete a project?
Yes _____ No _____ If yes, attach a description explaining in detail.
10. Has your company ever been terminated on a contract for unsatisfactory performance?
Yes _____ No _____ If yes, attach a description explaining in detail.
11. Are there any judgments, claims or suits pending or outstanding by or against you?
Yes _____ No _____ If yes, attach a description explaining in detail.
12. During the past five years, have you been involved in any bond forfeiture, litigation or claims that exceed 10% of the project value?
Yes _____ No _____ If yes, attach a description explaining in detail.

Experience:

1. Contractor shall have a minimum of five (5) years’ experience and should be currently licensed, bonded and insured in the area where the work is to be performed. This is a mandatory requirement. Contractor is required to submit evidence of compliance by providing copies of licenses.
2. Provide your firm’s organizational chart indicating key management team members.
3. Describe the nature of your firm’s business, include how long you’ve been in business, memberships of professional associations your firm may belong to pertaining to its field, and overall organizational capabilities.
4. Describe your firm’s experience and capabilities to provide the requested services in this RFP. Information about experience should include direct experience with the specific subject matter, noting state or local government and school/college experience. Include information and examples which demonstrate successful and reliable past performance.
5. In addition to the references provided in Section 4.0 of the submittal documents, provide 3 examples of relevant projects of a similar size, scope and complexity. Include a description of each project and photographs. Referenced projects shall have been performed within the past seven (7) years.
6. Supply a listing of current clients. The listing must include the name of client, contact, and contact’s phone number and email. Highlight those clients who are currently handled by the same key personnel proposed for this contract.

Management Information:

1. Provide a brief summary of your firm's safety history for the past two (2) years. This narrative should site any hazardous safety incidents and actions to correct such incidents in the future.
2. Describe the problem resolution process for correcting issues which may result from this contract. If AACC has an issue with the results of the service, your employees' conduct on the job, or the performance of your sub-contractor, what steps your company would take to resolve the issue.
3. Describe how your employees will be easily recognized as a contract worker on the AACC premises (uniforms, badges, t-shirts, etc.).

Project Approach:

1. Description of the project staff structure, the background, qualifications and relevant experience of all staff involved in this contract, including length of time at contractor; include the responsibilities that each staff member will have during the execution of this contract.

These personnel cannot change or be substituted during the course of this contract unless approved in advance by the College. Key personnel must be able to communicate verbally with the AACC project manager.

2. Overview of approach and description of methodology to be used.
3. Indicate the extent to which Anne Arundel Community College personnel would be expected to contribute to the project work effort.

END OF SECTION

**ANNE ARUNDEL COMMUNITY COLLEGE
REQUEST FOR PROPOSALS PROJECT NO. C2022-21-P
LANDSCAPING SERVICES**

SECTION 3.0 – VALUE ADDED

Briefly share what makes your company unique among other contractors regularly engaged in this type of work. What differentiates your firm from your competitors?

Describe any additional value-added services that were not previously mentioned in your response for Section 2.0 of the submittal documents.

END OF SECTION

**ANNE ARUNDEL COMMUNITY COLLEGE
REQUEST FOR PROPOSALS PROJECT NO. C2022-21-P
LANDSCAPING SERVICES**

SECTION 4.0 – REFERENCES

FIRM NAME _____

Please provide at least three (3) clients, preferably in the local area, for whom a project of equivalent requirements, scope and complexity has been performed within the past three (3) years. Anne Arundel Community College should not be one of these references.

Also provide the following information as a soft copy in an Excel or csv (comma separated values) file.

1. Client: _____

Address, City, State, Zip: _____

Name/title of Contact Person: _____

Telephone : _____

E-mail: _____

Website: _____

Description of work and date of project: _____

2. Client: _____

Address, City, State, Zip: _____

Name/title of Contact Person: _____

Telephone : _____

E-mail: _____

Website: _____

Description of work and date of project: _____

3. Client: _____

Address, City, State, Zip: _____

Name/title of Contact Person: _____

Telephone : _____

E-mail: _____

Website: _____

Description of work and date of project: _____

END OF SECTION

**ANNE ARUNDEL COMMUNITY COLLEGE
REQUEST FOR PROPOSALS PROJECT NO. C2022-21-P
LANDSCAPING SERVICES**

SECTION 5.0 – LIST OF SUBCONTRACTORS

PRIMARY FIRM NAME: _____

If subcontractors will not be used check this box:

List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Company Name: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

Primary Contact: _____

E-mail Address: _____

Services to be provided: _____

Company Name: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

Primary Contact: _____

E-mail Address: _____

Services to be provided: _____

Company Name: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

Primary Contact: _____

E-mail Address: _____

Services to be provided: _____

END OF SECTION

APPENDIX B – VOLUME TWO SUBMITTAL DOCUMENTS

- Section 6.0 Contractor's Price Proposal
- Section 7.0 Acknowledgement of Addenda
- Section 8.0 Conflict of Interest
- Section 9.0 Participation in Procurement Statement
- Section 10.0 Bid/Proposal Affidavit
- Section 11.0 Site Safety Requirements Statement
- Section 12.0 Proof of Insurance
- Section 13.0 Minority Participation

**ANNE ARUNDEL COMMUNITY COLLEGE
PROJECT C2022-21-P
LANDSCAPING SERVICES**

SECTION 6.0 – CONTRACTOR’S PRICE PROPOSAL

To Whom It May Concern:

I/We _____ of _____

The undersigned, examined the RFP prepared by Anne Arundel Community College, do hereby offer a proposal for Landscaping Services, in accordance with the RFP for Project C2022-21-P, including addenda issued prior to date of receipt of proposals which is/are acknowledged via signature below, for the following proposed prices. Complete pages 30-34.

The pricing offered must include all charges and costs (including shipping) incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to the firm’s omission. All proposal pricing shall be exclusive of taxes, where applicable. A copy of the college’s tax exemption certificate can be provided upon request.

6.1 TOTAL ANNUAL COST FOR LANDSCAPING SERVICES - SUMMARY

Item	Description	Total Annual Cost
6.1.1	Total Cost for Annual Landscaping Services for East Campus - Arnold, from Price Summary Table 6.2	\$
6.1.2	Total Cost for Annual Landscaping Services for West Campus - Arnold, from Price Summary Table 6.3	\$
6.1.3	Total Cost for Annual Landscaping Services for Arundel Mills Campus – Hanover, from Price Summary Table 6.4	\$
TOTAL ANNUAL COST FOR LANDSCAPING SERVICES:		\$

**ANNE ARUNDEL COMMUNITY COLLEGE
REQUEST FOR PROPOSALS PROJECT NO. C2022-21-P
LANDSCAPING SERVICES**

SECTION 6.0 – CONTRACTOR’S PRICE PROPOSAL (continued)

FIRM NAME _____

6.2 ANNUAL LANDSCAPING SERVICES FOR EAST CAMPUS - ARNOLD

EAST CAMPUS locations: Barn, Central Services, Isaac Cox Building and Storage Building, Johnson, Main Entrance, Ring Road (HLSB & Student Services, SUN/Pascal, Library, HUM, Math, Plant, Careers, Dragun, Gym, Ludlum), East Bridge Entrance, Parking Lots C and D.

EAST CAMPUS						
Item	Building	Location	Services	Frequency per Year	Cost Per Occurrence	Annual Cost
6.2.1	Barn	East Campus, Arnold	The planting beds and tree rings around the Barn.	2	\$	\$
6.2.2	Central Services	East Campus, Arnold	The planting beds and tree rings around the Central Services Building and islands.	2	\$	\$
6.2.3	Isaac Cox Building and Storage Building	East Campus, Arnold	The planting beds and tree rings around the Isaac Cox Building and Isaac Cox Storage Building.	2	\$	\$
6.2.4	Johnson	East Campus, Arnold	The planting of beds at the East and West entrances to the Johnson Building.	2	\$	\$
6.2.5	Main Entrance	East Campus, Arnold	The planting bed at the Main Entrance.	2	\$	\$
6.2.6	Ring Road (HLSB & Student Services, SUN/Pascal, Library, HUM, Math, Plant, Careers, Dragun, Gym, Ludlum)	East Campus, Arnold	The planting beds and tree rings inside the confines of Ring Road.	2	\$	\$
6.2.7	East Bridge Entrance	East Campus, Arnold	The planting bed at the East entrance of the walking bridge.	2	\$	\$
6.2.8	Parking Lots C and D	East Campus, Arnold	All planting beds and islands	2	\$	\$
6.2.9	Application of pre-emergent to all locations listed above	East Campus, Arnold	An application of pre-emergent of all planting beds. One single Spring treatment in April and single treatment in August at the time of mulching.	2	\$	\$
6.2.10	Mulching all locations listed above	East Campus, Arnold	The tentative schedule will be once in August.	1	\$	\$
TOTAL ANNUAL COST FOR LANDSCAPING SERVICES FOR EAST CAMPUS:						\$

**ANNE ARUNDEL COMMUNITY COLLEGE
REQUEST FOR PROPOSALS PROJECT NO. C2022-21-P
LANDSCAPING SERVICES**

SECTION 6.0 – CONTRACTOR’S PRICE PROPOSAL (continued)

FIRM NAME _____

6.3 ANNUAL LANDSCAPING SERVICES FOR WEST CAMPUS - ARNOLD

WEST CAMPUS locations: CADE, CALT, Florestano, Martin Luther King Jr. Memorial, Parking Lots E, F & G, Southeast Entrance, West Campus Entrance, West Campus Medians at the entrance.

WEST CAMPUS						
Item	Building	Location	Services	Frequency per Year	Cost Per Occurrence	Annual Cost
6.3.1	CADE	West Campus, Arnold	The planting beds and tree rings inside the sidewalks around the building.	2	\$	\$
6.3.2	CALT	West Campus, Arnold	The planting beds and tree rings inside the sidewalks around the building.	2	\$	\$
6.3.3	Florestano	West Campus, Arnold	The planting beds and tree rings inside the sidewalks around the building.	2	\$	\$
6.3.4	Martin Luther King Jr. Memorial	West Campus, Arnold	Weeding and pruning of the ivy hill behind the MLK Jr. Memorial	2	\$	\$
6.3.5	West Campus Entrance	West Campus, Arnold	The planting bed at the entrance.	2	\$	\$
6.3.6	West Campus Medians at the entrance.	West Campus, Arnold	The planting beds in the medians of the entrance.	2	\$	\$
6.3.7	Southeast Entrance	West Campus, Arnold	The planting beds or ornamental grasses.	2	\$	\$
6.3.8	Parking Lot E	West Campus, Arnold	The planting bed or ornamental grasses.	2	\$	\$
6.3.9	Parking Lot F	West Campus, Arnold	Plant beds next to the Bus Stop and on both sides of the lower entrance and all islands.	2	\$	\$
6.3.10	Parking Lot G	West Campus, Arnold	The planting bed at the entrance and all islands.	2	\$	\$
6.3.11	Application of pre-emergent to all locations listed above	West Campus, Arnold	An application of pre-emergent of all planting beds. One single Spring treatment in April and single treatment in August at the time of mulching.	2	\$	\$
6.3.12	Mulching all locations listed above	West Campus, Arnold	The tentative schedule will be once in August.	1	\$	\$
TOTAL ANNUAL COST FOR LANDSCAPING SERVICES FOR WEST CAMPUS:						\$

**ANNE ARUNDEL COMMUNITY COLLEGE
REQUEST FOR PROPOSALS PROJECT NO. C2022-21-P
LANDSCAPING SERVICES**

SECTION 6.0 – CONTRACTOR’S PRICE PROPOSAL (continued)

FIRM NAME _____

6.4 ANNUAL LANDSCAPING SERVICES FOR ARUNDEL MILLS CAMPUS - HANOVER

ARUNDEL MILLS					
Item	Location	Services	Frequency per Year	Cost Per Occurrence	Annual Cost
6.4.1	Arundel Mills	The planting beds and tree rings located inside the confines of the tree line and Arundel Mills Drive.	2	\$	\$
6.4.2	Arundel Mills	Grass mowing every two weeks from April 1 st through October 1 st or as requested.	16	\$	\$
6.4.3	Arundel Mills	An application of pre-emergent and/or fertilizer of all grassy areas. One single Spring treatment in April and two Fall fertilizations in October and November.	3	\$	\$
TOTAL ANNUAL COST FOR LANDSCAPING SERVICES FOR ARUNDEL MILLS CAMPUS:					\$

6.5 UNSCHEDULED / EXTRA WORK RATES

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

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

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

Cost per labor man hour = \$ _____

Cost per supervisor per hour = \$ _____

Mark-Up % on Materials = _____%

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

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

**ANNE ARUNDEL COMMUNITY COLLEGE
REQUEST FOR PROPOSALS PROJECT NO. C2022-21-P
LANDSCAPING SERVICES**

SECTION 6.0 – CONTRACTOR’S PRICE PROPOSAL (continued)

CONTRACT:

By submitting a response to this RFP, the undersigned acknowledges the acceptance of the college’s terms and conditions and agrees to accept any requested modifications to the contract. If the college and the best evaluated proposer are unable to agree to final terms of a contract, the college reserves the right to terminate negotiations and proceed to the next best evaluated firm. The contract shall incorporate the terms of this RFP, as well as the response, into the contract. If there is any conflict between the terms and conditions of the contract and this RFP document, the terms and conditions of this RFP shall take precedence.

SUBMITTAL OF PROPOSALS:

By submitting a response to this RFP, the undersigned also hereby agrees that from its review of the RFP and the attachments, the firm fully understands the intent and purpose of the documents and conditions of submitting a proposal. Claims for additional compensation and/or extensions of time because of the firm’s failure to follow the foregoing procedure, and to familiarize itself with the contract documents and all conditions which might affect the work, will not be allowed.

ACCEPTANCE OF PROPOSALS:

The undersigned agrees that this proposal may be held by the college for a period not to exceed 180 days from the date stated for opening of proposals. If written notice of acceptance of this proposal is mailed, or delivered to the undersigned within the time noted above, after the date of the opening of proposals, or at any time hereafter before this proposal is withdrawn, the undersigned agrees that it will execute and deliver a contract in the form prescribed by the college in accordance with the proposal as accepted. It is understood and agreed that the college reserves the right to award the contract in its best interests, to reject any and all proposals, to waive any informalities in the proposals, and to hold all proposals for the period above noted.

TIME FOR COMPLETION OF WORK:

The undersigned agrees, if awarded the contract, to commence work within ten (10) consecutive calendar days after date of issuance of written notice to proceed and to complete the contract work within the time frame specified within the RFP.

DECLARATION OF INTEREST:

We/I the undersigned firm, declare that the only person, firm, or corporation, or persons, firms or corporations, that has or have any interest in the proposal or in the contracts proposed to be taken, is or are the undersigned. The undersigned also certifies that this proposal is made without previous understanding, agreement or connection with any person, firm or corporation submitting a proposal for this same project and is, in all respects, fair and without collusion or fraud.

SIGNATURE OF FIRM:

_____ By _____
Firm Name Signature of Firm Representative

_____ _____
Business Address Title of Firm Representative

Dated this _____ day of _____, 20__.

END OF SECTION

**ANNE ARUNDEL COMMUNITY COLLEGE
REQUEST FOR PROPOSALS PROJECT NO. C2022-21-P
LANDSCAPING SERVICES**

SECTION 7.0 – ACKNOWLEDGEMENT OF ADDENDA

We, _____ acknowledge receipt of the following Addenda:
(Proposing Firm's Name)

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

Signature of Authorized Firm Representative

Print Name of Authorized Firm Representative

Title of Authorized Firm Representative

Date

END OF SECTION

**ANNE ARUNDEL COMMUNITY COLLEGE
REQUEST FOR PROPOSALS PROJECT NO. C2022-21-P
LANDSCAPING SERVICES**

SECTION 8.0 – CONFLICT OF INTEREST STATEMENT

- A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the college, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C. The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail – attach additional sheets if necessary):

- E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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.

Company: _____

Authorized Signature: _____

Date: _____

END OF SECTION

**ANNE ARUNDEL COMMUNITY COLLEGE
REQUEST FOR PROPOSALS PROJECT NO. C2022-21-P
LANDSCAPING SERVICES**

SECTION 9.0 – PARTICIPATION IN PROCUREMENT STATEMENT

FIRM NAME _____

In compliance with the Maryland State Finance and Procurement Code Ann. 13-212.1, an individual who assists an executive unit (the College) in the drafting of specifications, an invitation for bids or a request for proposals, or a person that employs the individual during the period of assistance, may not 1) submit a bid or proposal for that procurement; or 2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.

Signature of Authorized Firm Representative

Print Name of Authorized Firm Representative

Title of Authorized Firm Representative

Date

END OF SECTION

**ANNE ARUNDEL COMMUNITY COLLEGE
REQUEST FOR BIDS PROJECT NO. C2022-21-P
LANDSCAPING SERVICES**

SECTION 10.0 – BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination.” Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business:

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provision of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C §1961, et seq., or Mail Fraud Act, 18 U.S.C §1341 et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, Section §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1)-(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Admitted in writing or under oath, during the course of an official investigation of other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C(1)-(7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person involvement in any activity that formed the grounds of the debarment or suspension):

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompany bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

K. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses 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' 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 §K(2)(b), above;
 - (h) Notify its employees in the statement required by §K(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - (i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §K(2)(h)(ii), above, 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 §K(2)(a)-(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification 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.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

(If not applicable, so state).

- (2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

N. REPEALED

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) the Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____

By: _____
(Authorized Representative and Affiant)

END OF SECTION

**ANNE ARUNDEL COMMUNITY COLLEGE
REQUEST FOR PROPOSALS PROJECT NO. C2022-21-P
LANDSCAPING SERVICES**

SECTION 11.0 – SITE SAFETY REQUIREMENTS ACKNOWLEDGMENT

Anne Arundel Community College is committed to ensuring the safety and health of all employees, students and others that may be affected by the issues arising from the engagement of Contractors. The college enforces OSHA and MOSH requirements in addition to:

- Contractors are fully responsible and shall be held accountable for the safety of all personnel within their project site.
- CDC COVID-19 Guidelines shall be followed on site. COVID-19 restrictions are winding down and Contractors can follow the College’s progress through this link: [Riverhawks Reunite - Anne Arundel Community College \(aacc.edu\)](https://www.aacc.edu/riverhawks-reunite)
- All personnel are to wear long pants, shirts with sleeves and shoes with sturdy leather uppers. Sneakers, boat shoes, sleeveless shirts, short pants, etc. are not permitted in work areas.
- Compliance with all Lockout/Tagout procedures is required.
- Aluminum ladders are not permitted on AACC sites – only wood or fiberglass ladders.
- Hand digging is required within 24 inches of **all** buried utilities.
- Extension cords must have an integral GFI and be in proper working conditions without cuts or abrasions.
- Appropriate protective clothing and equipment must be utilized. This includes but is not limited to hard hats, eye protection, hearing protection, harnesses, railings, fire extinguishers, air monitors, shoring and scaffolding.
- MSDS sheets are to be provided at least one business day prior to bringing a chemical solvent, detergent, lubricant, etc. onto college property. They may be faxed to 410-777-4847 or emailed to sukroh@aacc.edu.

Any project involving the additions, alteration or maintenance of College buildings, grounds or services infrastructure shall be authorized and project managed by the Facilities Management.

Individuals violating the college’s safety requirements will be removed. Multiple infractions may lead to the dismissal of the offending subcontractor or general contractor.

Signature of Authorized Firm Representative

Print Name of Authorized Firm Representative

Title of Authorized Firm Representative

Date

END OF SECTION

**ANNE ARUNDEL COMMUNITY COLLEGE
REQUEST FOR PROPOSALS PROJECT NO. C2022-21-P
LANDSCAPING SERVICES**

SECTION 12.0 – WARRANTY OF SERVICES ACKNOWLEDGMENT

Notwithstanding inspection and acceptance by the College or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. AACC shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by College. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to College, or (2) that College does not require correction or re-performance.

If the Contractor is required to correct or re-perform, it shall be at no cost to AACC and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, AACC may, by contract, otherwise correct, or replace with similar services and charge to the Contractor the cost occasioned to AACC thereby, or make an equitable adjustment in the Contract price.

Signature of Authorized Firm Representative

Print Name of Authorized Firm Representative

Title of Authorized Firm Representative

Date

END OF SECTION

**ANNE ARUNDEL COMMUNITY COLLEGE
REQUEST FOR PROPOSALS PROJECT NO. C2022-21-P
LANDSCAPING SERVICES**

SECTION 13.0 – PROOF OF INSURANCE

Contractors must supply a letter from their insurance company or a copy of a current (up-to-date) certificate(s) of insurance which includes the policy number(s), the name(s) of the insurance company and insurance agent(s), effective date(s) and coverage amounts as specified under Part Three – General Conditions of Contract, paragraph 3.15 Insurance, pages 15 & 16. Additionally, the proof(s) of insurance shall verify that the primary Contractor holds, or if awarded the contract, will hold in their company's name, all required insurance at the specified limits. All policies, where allowed, shall include a waiver of subrogation in favor of the college.

END OF SECTION

**ANNE ARUNDEL COMMUNITY COLLEGE
REQUEST FOR PROPOSALS PROJECT NO. C2022-21-P
LANDSCAPING SERVICES**

SECTION 14.0 –MINORITY PARTICIPATION

FIRM NAME _____

It is the policy of Anne Arundel Community College to strongly encourage minority business enterprises (MBE) to provide goods and services for the performance of College functions. Minority businesses include non-profit entities organized to promote the interests of persons with disabilities, and firms that are 51% owned and controlled by a member of socially or economically disadvantaged minority groups, which include: African-Americans, Hispanics, American Indians, Alaska natives, Asians, Pacific Islanders, women, and the mentally or physically disabled. MBE participation can be achieved via MBE prime, MBE joint venture party, MBE consultants, and MBE suppliers or trade contractors. The College does not have a MBE certification program, but accepts MBE certification from all government certification programs.

Non-minority firms are encouraged to respond to this section by providing a narrative explaining their MBE participation by describing the firm’s outreach efforts to minority business enterprises in order to encourage their participation.

Scoring for minority participation will be as follows:

- 5% will be awarded if firm is a minority firm
- 3% will be awarded if firm will utilize a minority sub-contractor for this project
- 1% will be awarded if firm has utilized a minority sub-contractor on similar projects and/or have participated in a Minority Outreach Program within the last twelve (12) months

***Firms must provide written documentation and proof in order to receive any MBE percentages listed above**

Firms shall complete the following:

I hereby represent that our/my company IS _____
IS NOT _____

a minority business firm as indicated below (check all that apply):

- African-American _____
- American Indian/Alaska Native _____
- Hispanic _____
- Asian/Pacific Islander _____
- Disabled _____
- Female _____

Minority Business Enterprise Certification # _____

Certifying Agency _____

Signature of Authorized Firm Representative

Print Name of Authorized Firm Representative

Title of Authorized Firm Representative

Date

END OF SECTION