



**HOWARD COMMUNITY COLLEGE  
BOARD OF TRUSTEES  
10901 LITTLE PATUXENT PARKWAY  
COLUMBIA, MD 21044**

**INVITATION TO BID  
Landscape Management Services  
BID NUMBER 23-003**

All bid responses **MUST BE RECEIVED** via Equity Hub's Bid Locker at <https://bidlocker.us/a/howardcc/BidLocker> by **2:00 p.m.** local time on **October 26, 2022**.

Bids will not be accepted via facsimile or electronic mail.

Bid Bond Requirements: **None**

Performance, Labor and Material Bond Requirements: **None**

Pre-bid conference: **None**

Minority vendors are encouraged to respond to this solicitation.

Invitation to Bid documents can be obtained after **3:00 p.m.** on **October 3, 2022** from the College's current solicitation page: [www.howardcc.edu/procurement](http://www.howardcc.edu/procurement).

**IMPORTANT: Your response may be considered Not Responsible or Non-Responsive if any portion of this inquiry is not complete. No bid will be accepted after the date and time stated above.**

Domonic A. Cusimano  
Director of Procurement

**NOTICE:** Prospective Bidders who have received this document from a source other than the Issuing Office should immediately go to the Howard Community College procurement website to ensure that they have received the complete documents and any addenda or other communications issued in relation to this Bid. A firm's failure to monitor the website may result in non-receipt of important information prior to the closing date and may cause rejection of a bid. A prospective Bidder who fails to monitor the Howard Community College website assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

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## **SPECIFICATIONS/SCOPE OF WORK**

### **1.1 INTENT**

The College is seeking fixed price bids from qualified Contractors to provide landscaping services for grounds maintenance at Howard Community College's main campus.

### **1.2 SPECIFICATIONS**

The College is seeking an efficient and horticulturally sound program of the highest quality, promoting the healthy growth of turf and plant material while ensuring the continual neat appearance of the campus. The Contractor shall provide all necessary labor, material, equipment, and fully-trained supervisory personnel to properly maintain all developed land areas within the contract limits, including lawns, shrubs, groundcover, landscape trees, perennial and annual flowers, storm water management ponds (SWM), bio-retention ponds and other BMPs, nature trails and rain gardens. Expressly excluded from this scope of work is the maintenance of the athletic fields. It should be noted that this scope incorporates all aspects of landscape management at the College, even if areas or items are not specifically listed in this document.

The College's campus is a dynamic physical campus that may change during the contract period, including new buildings which may be constructed that may increase or decrease the landscaping requirements. As major permanent changes occur, the selected Contractor will be expected to enter into an appropriate contract amendment incorporating the changes as appropriate.

### **1.3 GENERAL REQUIREMENTS**

The Contractor must have a proven record of at least five years' experience in providing commercial/institutional grounds maintenance services of similar size and scope as defined in these specifications. The Contractor shall have all appropriate licenses to perform grounds maintenance services in Howard County and the State of Maryland.

Upon award, the Contractor shall supply the College with a draft operational calendar, which provides the frequency and timing of work throughout the year. After approval by the College, the Contractor shall comply with the final operational calendar. Deviation from the schedule may only occur with prior approval by the College. The Contractor and appropriate supervisory personnel shall be required to attend a startup meeting at least one week prior to contract start date. The meeting may include a walk-through of the service area.

Maintenance practices shall be performed in a manner that lessens negative impacts on the environment and human well-being. All work shall be approved by the College's facilities department. The College reserves the right of final approval for any work at the time of completion. If the work is not acceptable, the Contractor shall correct all problem areas without additional cost to the College. Failure of the Contractor to correct deficiencies in a timely manner may result in the College contracting with another firm to correct deficiencies, which may be at the Contractor's expense. Additionally, the Contractor shall provide reports of operations completed and partially completed, as applicable, to keep the facilities department informed of work progress.

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The Contractor shall be responsible for repair of any damage to the College's equipment and fixtures, as well as restoration of any damage to the College's real property beyond normal wear and tear caused by the Contractor's maintenance service activities. Repair and restoration shall be to the satisfaction of the College and shall be performed at no cost to the College.

**1.4 PERSONNEL**

The Contractor shall provide an experienced supervisor to be responsible for the site. This supervisor shall have a two or four year degree in horticulture, or a minimum of three (3) years of experience in landscape management at a supervisory level. The supervisor shall also be a certified landscape technician by the National Association of Landscape Professionals (NALP) and at least a Level 1 certified Chesapeake Bay Landscaping Professional. An Account/Site Manager must visit the campus a minimum of two times per month and must be a representative that works directly for the Contractor.

The Contractor shall have only properly trained personnel on site to perform all functions. Personnel shall be trained in proper horticultural and mechanical procedures to ensure that all operations are performed safely and effectively. Personnel shall be required to wear a clean company uniform. Supervisory personnel shall wear a uniform easily distinguished from other personnel. All Contractor personnel shall be familiar with applicable College policies. It is required that all personnel conduct themselves in a safe, courteous and professional manner while at the College. The supervisor shall conduct weekly reviews of the crew's appearance and hold weekly safety briefings.

The Contractor may subcontract out no more than 49% of the contracted work on campus.

**1.5 EQUIPMENT**

The Contractor shall adhere to the following equipment requirements in the performance of maintenance work:

- 48" and larger mowers shall be powered by propane to reduce the environmental impacts of carbon emissions.
- Tier III CARB standard compliant equipment will be used to reduce emissions for gas powered line trimmers, edgers, and blowers. Alternatively, electric powered equipment may be used.
- A 65 decibel maximum rating is to be used for backpack blowers to reduce noise pollution.

**1.6 TURF MANAGEMENT**

All turf areas covered by this contract shall be maintained in a proper manner at all times. Each spring, any turf next to pathways that is damaged due to salting/snow removal during the winter months shall be replaced. Gypsum will be applied below the new turf for salt recovery. The quality of the turf is to be determined by its density, color, and uniformity.

a. Mowing, Trimming, and Aeration

Mowing shall be done frequently enough so that no more than one-third of the grass blade is removed per cutting, weather permitting. It is anticipated that the turf shall be mowed twenty-four (24) times

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throughout the year. Turf shall be cut using a rotary-type mower at a height of 3" to 4" as conditions dictate. Blades must be balanced and sharp at all times.

Mowing patterns shall be employed to encourage upright grows and permit the recycling of clippings where possible. Grass clippings shall be returned to turf areas with the use of modified equipment designed to mulch and return the organic matter to the lawn. Clippings shall be removed from all paved or mulched surfaces after each mowing. Excessive clippings resulting from growth rates exceeding proposed frequencies or that remain as clumps shall be removed from turf areas.

Trimming around trees, shrubs, signs and foundations shall be performed with each mowing. Work shall be performed using hand labor or mechanical devices, at Contractor's discretion, to present a neat and trim appearance. Ditching will be no deeper than 4 inches and ditch will be half filled with mulch.

Aerations of the quad shall be performed throughout the year. The College recommends one shallow core or solid tine aeration, and one slicing aeration, between March and October. The exact timing will be dependent upon fertilizer and weed control applications.

b. Crabgrass, and Weed Control

The Contractor will utilize a 100% organic program similar to those established in Montgomery County using active ingredient of Iron HEDTA. Up to three (3) rounds of weed control shall be applied starting mid spring as weeds are observed germinating. The second round shall be applied mid to late summer before soil temperatures reach 85 degrees. The third round shall be applied mid to late fall. Lawn areas seeded with clover will only receive spot treatment of weeds instead of broadcast or wide spray. Overseeding of grass will be performed as needed in the early spring and fall at least one week after Iron HEDTA weed control has been applied. Concentrated Iron HEDTA or other organic weed control may be applied for spot control in turf, rock edging and beds but not on sidewalks or curbs.

From April through August, the Contractor shall continuously monitor insect and disease problems and treat problems on an as-needed basis following principals of Integrated Pest Management.

c. Edging

All concrete walks and all accessible (non-parking) curbing shall be edged using mechanical methods every mowing. Curbs that cannot be edged using a mechanical edger shall be edged using a weed-eater 12 times per season. All dirt and debris resulting from edging operations shall be removed. Edging shall not be considered complete until undesirable material has been removed.

d. Soil testing

Soil tests shall be conducted annually before any fertilization. Soil shall be analyzed by a Certified Independent laboratory. Results and recommendations shall be provided to the College.

Additionally, the grassy area around the athletic & fitness storm water management pond shall be mowed at least six (6) times a year to keep out invasive vegetation. Maryland native trees and shrubs shall be used to replace any

dead trees and shrubs. The area of the dam by the central storm water management pond shall be mowed on both sides twice each year. Finally, the lot A bio-retention pond shall be treated like a raingarden, and the banks will be mowed six (6) times annually.

### **1.7 SHRUB AND FORMAL HEDGE MANAGEMENT**

Shrubs shall be maintained in a proper manner at all times and utilizing professional horticultural and ornamental industry standard practices.

a. Pruning

All deciduous shrubs shall be pruned to maintain the natural form as necessary throughout the season. It is anticipated that this will be needed an average of four times a year. Care shall be taken not to remove too much of the flowering surface branches when pruning. Pruning work shall include removing dead or diseased wood, wood that is seriously infested with insects, weak wood that is not productive of bloom, excess suckers and shoots, and irregular growth.

Evergreen shrubs shall be pruned as necessary throughout the season. A dormant pruning shall be completed prior to March 15<sup>th</sup> to remove winterkill and damage from wind and ice. From late spring through the fall, all shrubs shall be pruned and trimmed only as necessary to maintain their natural form.

All shrub material, excluding formal hedges, may not be sheared. Plant materials are intended to be maintained in their natural form. All pruning shall be done in such a manner as to enhance the plant's natural growth characteristics. Winter deadheading will only be done for safety reasons near walkways and only to the height necessary for safety.

b. Fertilization

If indicated by soil testing, the fertilization program for shrubs and established shrub beds shall provide the equivalent of .82 pounds of nitrogen per 1,000 square feet per year. Fertilizer shall be applied in the fall. All shrubs shall be fertilized with a ten percent (10%) nitrogen fertilizer with ratios such as 10-6-4 and 10-10-10. The fertilizer shall be one hundred percent (100%) organic to ensure slow release. Broadleaf evergreen shrubs shall be fertilized after plants have flowered with a low analysis fertilizer to prevent injury. Ratios such as 4-6-4 or 9-5-3 shall be used. All fertilizer shall be distributed by hand or hand-held broadcast spreader. Broadleaf evergreens and other acid loving plants shall be fertilized with an appropriate acid fertilizer.

c. Weed Control

All weeds are to be removed from the beds as they appear. Mechanical or natural herbicide weed control shall be used in shrub beds and tree rings. Tree rings will be modified with rock and fabric as necessary for erosion control but will be no more than 4 inches deep. Natural pre-emergent shall be applied in March or April during the time period when heaviest seed germination occurs. In addition, a post-emergent natural herbicide shall be used to kill weed seedlings. Manufacturer's recommendations for the application of the chemicals shall be followed closely.

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All weeds and grasses growing in the sidewalk cracks, curbs and parking areas shall be controlled with non-selective natural herbicide, such as “Avenger,” “Burn Out,” “Natria” or comparable products, as necessary. Liquid iron products may also be used where hard scape will not be stained.

### **1.8 SPRING CLEAN-UP**

A general spring clean-up shall occur in February or March. This clean-up work shall include leaf removal and patrolling the grounds to remove trash and other over-wintering debris. All organic waste will be composted or recycled on site or diverted to a facility on campus that will compost and redistribute the material for reuse as mulch or for organic soil amendments.

### **1.9 EROSION CONTROL**

Contractor shall monitor site for exposed soils and stabilize with the appropriate ground cover or rocks to reduce the runoff of soil and sediments. Lawn areas may be stabilized with topdressing, seed and soil retention matting. For planting beds, mulches or ground covers may be used. During landscape construction activities, silt fencing shall be used until soil areas are stabilized.

### **1.10 MULCH**

Mulch shall be applied to all previously mulched areas once each spring to a depth of two inches. Old mulch should be raked away from tree trunks before new mulch is added. New mulch should not touch tree trunk. Mulch shall be top grade, natural color, organic, double-shredded hardwood bark free of debris. All mulched areas shall be edged one time per season creating a definite edge between turf and bed/tree ring no more than 4 inches deep and filled half way with mulch.

There shall be no encroachment of turf into mulched areas and no spillover of mulch into turf areas. All mulched areas shall be kept free of any grass clippings. All excess soil and mulch shall be removed prior to mulching. The awarded bidder shall not create “mulch volcanoes” and expand mulching rings to correct existing mounds.

### **1.11 LEAF REMOVAL**

All leaves shall be completely removed from lawn areas and walkways three times in the fall. All leaves shall be completely removed from all mulched bed areas and tree rings four times each fall and one time in the spring. All organic waste will be composted or recycled on site and shall be redistributed for reuse as mulch or for organic soil amendments. Leaves blown into treed or meadow areas must be dispersed and not piled up.

### **1.12 IRRIGATION MAINTENANCE**

There are four irrigation systems, with approximately 141 zones total, which shall have a ‘Spring Start-Up’ consisting of pressurizing all lines, checking and setting clocks, rain gauges, adjusting heads and cleaning as necessary. The systems shall be checked three times over the season to assess if any adjustments need to be made. If adjustments are necessary, they shall be made at the time of the assessment. In the late fall, a winterization of the systems shall be performed to ‘blow out’ the zones and shut down the clocks.

All repairs to the irrigation systems shall be billed on a time and material basis separate from the yearly amount for maintenance of the system.

### **1.13 FLOWERS**

Several flower beds and flower pots are located around the campus. Beds and pots must be maintained to stay attractive at all times. Perennial flowers need to be cared for to ensure maximum health. Annual flowers, such as pansies, need to be rotated seasonally. Beds and pots shall be properly fertilized to ensure healthy plants.

a. Summer Annuals

All flower beds previously planted shall receive summer annuals. The beds shall be prepared using a rototiller and the proper amount of organic matter and fertilizer. Annuals shall be 4.5 inches and planted 2.5 per square foot or as corrected for that particular variety. Plants shall be vigorous with blossoms showing. Annuals shall be initially watered as part of the installation. After the flower beds and planter pots are established, on-going watering is the responsibility of the College.

b. Fall and Winter

Annuals shall be removed in the late fall, and winter pansies or violas will be installed. Pansies shall be in 4.5 inch pots and installed 2.5 per square foot. Flowers shall be thoroughly watered after installation.

Tulip bulbs are to be installed in conjunction with the fall pansies. Bulbs are to be grade A and planted three (3) per square foot.

c. Perennials

Perennial grounds coverage and flowers shall be maintained twice annually. The first maintenance, for removal of old leaves and flower stalks, shall be performed in the early spring season, prior to emergence of growth. The second maintenance, for removal of all flower stalks and unsightly blooms, shall be performed in mid to late summer.

Whenever practical, perennial and annual plants and flowers, when deceased, shall be replaced by Maryland native or regional plants and flowers, as approved by the College.

### **1.14 NATURE TRAIL**

The College has a series of nature trails, which are mulched or close mowed paths through wooded areas. These paths need to be inspected annually for overgrowth or fallen trees and branches. The paths should also be inspected after storms and cleared of any fallen trees or branches. Additionally, fresh wood chip mulch needs to be re-applied as needed to maintain the trails. This mulch will be stockpiled on campus by the College.

### **1.15 OPTIONAL ITEMS**

In addition to the required maintenance activities listed in this section, the selected Contractor shall perform additional landscaping work as required by the College. The amount of additional optional work will vary each year and will be dependent on budgetary restrictions. Examples of the additional types of work requested by the College include: additional plantings; adding organic material to soil; the removal of dead trees; turf repair through seeding or sodding; replacing damaged shrubs & small trees; bush hogging; or additional work on the nature trails. Additional work shall be performed under the terms and conditions of this contract, although it will be outside the standard maintenance work.



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It should be noted that the College expects the majority of the work to be performed by the Contractor as part of the maintenance bid price. The burden shall be on the Contractor to explain why requests for additional payments are not included in the bid price and to justify how the additional work is not already incorporated into the standard maintenance work that has been described. Any such additional work performed under this section must be approved by the College prior to the contractor initiating the work.

**1.16 ADDITIONAL ALTERNATES**

Contractors shall provide pricing on these additional alternates in the price bid. The College shall determine whether or not to proceed with the alternate during the project.

- a. **Add Alt #1** – Campus Sustainability
- b. **Add Alt #2** – Children’s Learning Center

**ADDITIONAL ALTERNATE #1 - CAMPUS SUSTAINABILITY ITEMS**

The College has several storm water management ponds, bio-retention ponds, rain gardens, rock gardens and conservation plantings established to prevent unfiltered run-off. To ensure the success of these areas, the Contractor shall complete six (6) maintenance events per year on the thirty-two (32) existing stormwater management facilities BMPs (Best Management Practices).

Maintenance events will typically include, but are not limited to:

- a. weeding throughout the gardens to remove invasive plants;
- b. pruning plants as well as removal of dead plant matter;
- c. splitting and dividing the existing garden plants to increase overall plant coverage;
- d. mulching throughout the gardens where needed, and correcting mulch movement and build ups;
- e. clearing rock areas and drains of soil, mulch and plant debris;
- f. maintenance of the planters on the 1,104 square foot green roof located on the Academic Commons Student Deck;
- g. adding new plants, spaced at least 4 inches apart, to areas of gardens with low plant coverages; and
- h. removal of invasive wetland species in BMP’s that cannot be removed manually by use of approved aquatic herbicide by licensed applicator (note that any such herbicide use must be pre-approved by the College).

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Any structural or functional problems outside of the Contractor's capabilities will be immediately brought to the attention of the College.

**ADDITIONAL ALTERNATE #2 - CHILDREN'S LEARNING CENTER**

Each spring, the playground area at the Children's Learning Center (CLC) requires one annual exchange of sand in the sandpit and one mulch replacement by the swing area. The tot lot will have "play mat" or an equivalent product installed. The old play mat shall be tilled and leveled; and 6" of new material will be installed. Old sand from the sand box will be completely removed and stockpiled elsewhere on campus. 18" of new, sterilized, white play sand shall be installed and graded. The dates for the work to be performed will be scheduled by the College each spring.

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## **BID INFORMATION**

### **2.1 BID DUE DATE**

All responses to this Invitation to Bid are due via Equity Hub's Bid Locker, <https://bidlocker.us/a/howardcc/BidLocker> by **2:00 p.m. on October 26, 2022**, and must be clearly identified and marked as pertaining to this solicitation. No responses will be accepted after this date and time. Please note that **proposing firms must register on the Bid Locker site prior to submittal of documents**, so please plan the upload of the bid documents accordingly.

Oral, mailed, faxed or emailed proposals are invalid and will not be given consideration. Proposals will not be accepted electronically through eMMA. In the event that the College is closed on the bid opening date due to an emergency or inclement weather, the bid will be opened at the stated time on the next open business day, unless the Bidder is notified otherwise.

The bid opening will be conducted virtually via Zoom. Any firms who would like to attend the virtual bid opening should use the following link at the time of the bid opening:

<https://howardcc.zoom.us/j/96717641845?pwd=bDhCYjhBUkJ2aG1RaFVoZW1yS1pCdz09>

### **2.2 PRE-BID CONFERENCE AND SITE VISIT**

A pre-bid conference will not be held for this solicitation. However, each Contractor bidding must completely satisfy themselves as to the extent, nature and existing conditions of the project and requirements of the specifications as to the extent and quality of work to be performed. Failure to do so will not relieve the successful Contractor of the obligation to carry out the provisions of the contract.

### **2.3 ADDENDA**

The College reserves the right to change the contents of this Solicitation where necessary for the proper fulfillment of the intentions of this request. Changes will be made in the form of written addenda and posted to the Howard Community College current solicitation website at:

**[www.howardcc.edu/procurement](http://www.howardcc.edu/procurement)**

All Bidders must acknowledge each addendum issued in their bid response. It is an Bidder's sole responsibility to monitor the website to ensure that they download any posted amendments, addenda, or clarifications prior to submitting their bid and duly acknowledge receipt of the addenda on the proper bid form. Failure to do so may result in non-receipt of important information prior to the closing date and may cause rejection of a bid. It is highly recommended that submitting firms ascertain if they have received all the addenda posted prior to submitting their bid. Failure of any Bidder to obtain any addenda shall not relieve the firm from any obligation under the bid as submitted.

All addenda shall become part of the Invitation to Bid documents. Verbal changes to this ITB are not valid unless confirmed by written addenda. If conflicts, discrepancies, ambiguities, or omission in, or between, the Invitation to Bid documents, site conditions, etc., are not brought to the attention of the College before the closing time of the ITB, the interpretation and intent of the ITB documents shall be as determined by the College in its sole

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discretion. In such an instance, the decision of the College shall be binding and no claims for extra costs will be entertained.

## 2.4 CONTACT INFORMATION

The sole point of contact for purposes of this ITB is: Rebecca Gotsch, Assistant Director of Procurement, via email at [rgotsch@howardcc.edu](mailto:rgotsch@howardcc.edu). Firms must carefully examine the ITB and related documents. Should any firm find discrepancies or omissions in this ITB or be in doubt as to the content or meaning of any aspect of this document, the firm should direct inquiries or requests for clarification of the documents, specifications or the process as a whole in writing to this contact person. All questions regarding this solicitation must be received no later than 10:00 a.m. on October 17, 2022. Firms are advised that the College reserves the right to use its best judgment in choosing to respond or not respond to any questions received after the above cut-off dates.

Clarifications of the ITB, in form of addenda, shall be issued in writing by the College as it deems appropriate and necessary to do so through the Howard Community College procurement webpage. The College reserves the right to waive any and all technicalities, formalities or informalities at any time prior to or after the date of receipt of Bids as it deems appropriate and in the College's best interest. The submission of a Bid will indicate that the firm thoroughly understands the terms of the ITB.

Under no circumstances are firms, including third party firms or their staffs, to contact other College staff, faculty or any related constituency for purposes associated with the ITB, including but not limited to, obtaining or providing information unless specifically noted in the Scope of the Project. **Firms failing to comply with this requirement may be disqualified.**

## 2.5 AWARD

An award shall be made in the best interest of the College to the most responsible, responsive Bidder with the lowest price who can meet the terms, conditions and specifications of this solicitation. The award will be made based on the lowest, responsible, responsive bidder as evaluated across all categories. Award may be in whole or in part, whichever is in the best interest of the College. The Board of Trustees reserves the right to waive any informalities in the selection and award process relating to this bid.

In the College's sole discretion, the College may defer award of the contract for a period of up to one hundred and twenty (120) calendar days after opening of bids. If no award or other disposition is made, the expiration of the one hundred and twenty (120) calendar days will constitute rejection of all offers without further action by the College.

## 2.6 PRICING

The prices offered on the Bid Form 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 Bidder's omission.

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In addition, all Bidders must hold their bid prices for one hundred (120) days after bid opening date, but prior to contract award date. In the event that the awarded Contractor is unable to perform the contract, the College reserves the right to re-bid the contract or to award the contract to the next lowest Bidder.

## **2.7 BID EVALUATION**

Bidders submitting a response to this ITB must provide evidence of the following:

- a. Bidder is responsible – bidder demonstrates ability to provide products and services that can meet or exceed requirements. The following criteria will be used to determine responsibility:
  - i. Bidder has the equipment, ability and experience to perform the work as stated in the specifications listed in the bid.
  - ii. Bidder is financially stable.
- b. Bidder is responsive – Bidder follows bid submission instructions and provides all requested materials. The following criteria will be used to determine responsiveness:
  - i. Bidder has favorable references that can confirm its ability to provide the products and services as stated in the specifications listed in this bid.
  - ii. Bidder has provided all documentation and samples requested in the Specifications/Scope of work.

Additionally, the quality of performance of previous contracts or services shall be considered in determining the lowest responsive and responsible bidder. Quality of performance may be determined through contracts or services provided to the College or to other entities. Quality of performance to other entities will be determined from reference checks when references are required. The determination of quality performance includes the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction and the Contractor's businesslike concern for the interests of the customer. The College reserves the right to reject any bid deemed not responsible or non-responsive.

## **2.8 REJECTION**

The College reserves the right to reject any or all offers received as a result of this bid and re-advertise for other bids.

Offers may also be rejected for any of the following reasons:

- a. failure to meet the mandatory specifications and requirements;
- b. failure to respond in a timely fashion to a request for additional information or data;
- c. failure to supply appropriate and favorable client references;
- d. submitting an incomplete price proposal page;
- e. submitting a bid that is not signed; or
- f. failure to demonstrate that the Bidder is qualified to carry out the obligations of the contract and to implement and support the work specified herein.

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## 2.9 SUBCONTRACTORS

Bidders must submit the names and addresses of all subcontractors to be retained for this project. The College reserves the right to reject.

## 2.10 REQUIRED SUBMITTAL LIST

- Bid form
- Subcontractors
- References
- Contractor Information Form
- Bid Affidavit
- Conflict of Interest Statement
- Ethics Statement

Offerors must submit one (1) digital copy of the bid as one (1) complete PDF document. Regarding the requirement for one (1) complete PDF document, it is intended that an Offeror bundle all response documentation into a single PDF file rather than submit multiple separate files that together make up the bid response. Failure to provide the correct number of copies may result in rejection of the offer. Bids must include all required information. All bid packages submitted in response to this ITB must be signed and labeled as follows: <Firm Name> - Landscape Management Services ITB 23-003.

Completed bid documents must arrive electronically via Equity Hub's Bid Locker at <https://bidlocker.us/a/howardcc/BidLocker>. Please note that **proposing firms must register on the Bid Locker site prior to submittal of documents**, so please plan the upload of the bid package accordingly.

Oral, mailed, faxed or emailed bids are invalid and will not be given consideration. Bids will not be accepted electronically through eMMA.

It shall be clearly understood that by submitting a bid in response to this solicitation, a Bidder shall be deemed to have accepted all terms, conditions and requirements set forth in these specifications, terms and general conditions, unless otherwise clearly noted and explained in its bid.

## 2.11 CONTRACT DOCUMENTS

The Invitation to Bid, specifications, bid response and a Howard Community College General Contractor Agreement will form the contract. These documents shall contain the entire understanding between the parties and any additions or modifications may only be in writing executed by both parties. If there is any discrepancy between the documents, the following order of precedence shall apply: Agreement, ITB, and then response.

## 2.12 CONTRACT TERM

The initial term of contract will be for one (1) year commencing January 1, 2023 through December 31, 2023. At the sole discretion of the College, the contract may be renewed for an additional two (2) one-year periods, in compliance with the contract and with the same terms and conditions of the original contract, and as long as funds are available for this purpose.

### **2.13 PRICE INCREASES**

Contract prices are to remain fixed as indicated on the bid sheet for the applicable fiscal year.

### **2.14 INSURANCE REQUIREMENTS**

The Contractor shall maintain in force at all times during the term of the contract, such insurance that will indemnify and hold harmless the College from Worker's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor's operations under the contract, or by anyone directly or indirectly employed by the Contractor. The Contractor's insurance will be with an insurance carried licensed to do business in the State of Maryland acceptable to the College, with the following minimum insurance coverage:

As specified in Supplemental Terms and Conditions

At the time this contract is made, the Contractor shall provide the College with evidence of payment in full of the above insurance coverage throughout the entire term of this contract. Any renewal periods for this contract shall also include evidence of payment in full of the above insurance coverage through the entire term of the extension of term for this contract.

The Contractor shall furnish the College with a certificate of insurance as evidence of the required coverage. Such insurance shall specifically identify the materials and equipment, and shall name the College and Howard County, Maryland as an additional insured.

In the event that the Contractor's insurance is terminated, the Contractor shall immediately obtain other coverage; any lack of insurance shall be grounds for immediate termination of the contract.

### **2.15 SUSTAINABILITY**

Howard Community College is committed to the use and purchase of environmentally and socially responsible materials and products whenever it is feasible. The Contractor shall state in the bid or offer whether the procurement will or may include recycled materials, and the types, amounts, and application of recycled materials that the bidder or offeror intends to include in the procurement. The College shall give a percentage price preference not exceeding 5% for the purchase of environmentally preferable products. The percentage price preference will not apply if doing so will cause a denial of Federal or State funding or is inconsistent with Federal or State law.

### **2.16 COOPERATIVE PURCHASE**

The College reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid 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. The College assumes no authority, liability or obligation, on behalf of any other public entity that may use any contract resulting from this bid. All purchases and payment

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transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.

**2.17 MINORITY PARTICIPATION**

It is the policy of Howard Community College to strongly encourage minority business enterprises (MBE) to provide goods and services for the performance of College functions. Within the evaluation, Bidders can achieve higher consideration if they are a minority business enterprise. Minority businesses include non-profit entities organized to promote the interests of handicapped persons, 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.

**2.18 FAILURE TO SUBMIT**

Failure to provide any of the required items may deem a bid non-responsive.

**2.19 PROCUREMENT REGULATIONS**

This Invitation to Bid and any resulting contract shall be governed by §§16-311 through 16-314 of the Education Article of the Annotated Code of Maryland.

**2.20 MISSION, VISION, AND VALUES**

Howard Community College believes that a key characteristic of performance excellence is a strong foundation and understanding of an organization's mission, vision and value statements. The College's statements are as follows:

Mission: providing pathways to success

Vision: a place to discover greatness in yourself and others

Values: innovation, nurturing, sustainability, partnerships, integrity, respect, excellence, service

The College expects all Contractors to support the College's mission, vision and values by fostering these concepts in their work on campus.

**2.21 SMOKE AND TOBACCO-FREE**

Howard Community College is a smoke and tobacco free environment. Use of tobacco products is prohibited in all college owned, lease, and controlled properties including parking lots and garages, and at all college-sponsored activities. Smoking is prohibited in vehicles. This use prohibition extends to Contractors, employees, agents, subcontractors and vendors.

**2.22 EMPLOYMENT OF CHILD SEX OFFENDERS**

Howard Community College provides a number of programs throughout the main campus that involve minor children, including the Children's Learning Center and Kids on Campus. The State of Maryland requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. If a child sex offender, as determined by the definitions contained in the



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Criminal Law Article of the Annotated Code of Maryland, is employed by the awarded bidder, the awarded bidder is prohibited from assigning that employee to perform any type of service on the main campus. Violation of this provision may result in Termination for Cause of the contract.

### **2.23 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.

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**BID FORM**

To: Howard Community College  
 Re: 23-003: Landscape Management Services

**From:** \_\_\_\_\_  
 (Company's Name)

The undersigned ("Contractor") proposes to provide all of the necessary labor and materials, as specified in the attached Bid Documents. It is understood that the College will be the sole judge as to the acceptance of the bids and award of the contract. All work shall be completed in accordance with the accompanying Specifications for the amount listed below for **Base Bid** as applicable in accordance with the terms of the Bid Documents.

By submitting this bid, Contractor agrees to be bound by the College's General Terms and Conditions, Supplemental Terms and Conditions for Construction, and comply with all insurance mandates.

Bidders are required to submit pricing for every item contained within this bid form. Bidders that do not respond to every item shall be deemed non-responsive.

Bids shall be provided on a one (1) year basis as follows: Year 1 – January 1, 2023 – December 31, 2023; Year 2 – January 1, 2024 – December 31, 2024; and Year 3 – January 1, 2025 – December 31, 2025.

**A. Base bid:**

The proposed contract amounts listed below are to provide Howard Community College with landscape management services, and having examined all matters referred to in the Bid Documents, including Addenda No. \_\_\_\_, \_\_\_\_, \_\_\_\_, and \_\_\_\_, is:

Service to be Performed	Frequency	Individual Cost	Cost for Year 1	Extended Cost for Year 2	Extended Cost for Year 3
<b>Turf</b>					
Mow & trim turf	<b>24</b>				
Fertilizer, crabgrass and weed control	<b>4 (only 3 in 3<sup>rd</sup> year)</b>				
Edge curbs and walks	<b>Every Mowing</b>				
Aeration (shallow core or solid tine type)	<b>1</b>				
Aeration (slicing type)	<b>1</b>				
<b>Subtotal -Turf</b>					
<b>Irrigation</b>					
Spring start-up	<b>1</b>				

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Service to be Performed	Frequency	Individual Cost	Cost for Year 1	Extended Cost for Year 2	Extended Cost for Year 3
Summer system check	<b>3</b>				
Winterization	<b>1</b>				
<b>Subtotal -Irrigation</b>					
<b>Flowers, Shrubs &amp; Beds</b>					
Maintain beds weed free	<b>Minimum 3</b>				
Mulch application beds (Spring)	<b>1</b>				
Edging shrub beds and tree rings	<b>1</b>				
Perennials maintenance	<b>2</b>				
Spring clean-up	<b>1</b>				
Leaf removal	<b>3</b>				
Spray roundup/herbicide	<b>8</b>				
Annuals rotation in beds	<b>2</b>				
Annuals in all planters	<b>2</b>				
Pruning shrubs	<b>4</b>				
<b>Subtotal – Flowers, Shrubs &amp; Beds</b>					
<b>Miscellaneous Items</b>					
Mow A&F SWM-pond area	<b>6</b>				
Mow Lot A Bio-retention pond area	<b>6</b>				
Mow both sides of dam by Central SWM pond	<b>2</b>				
Mulch Little Patuxent Pkwy beds	<b>1</b>				
Weed-eat Hickory Garage hillside area	<b>6</b>				
Nature Trail inspection and clearing in Spring and after storms	<b>Minimum 1</b>				
<b>Other items included within scope of work that are not itemized</b>					
<b>Subtotal – Miscellaneous</b>					
<b>Total:</b>					

Bidders are required to provide a time and material rate for additional work that may be required outside of the standard maintenance work specified in this solicitation. Examples of the type of time and material work that

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might be needed include quad irrigation system repairs, cutting down dead trees, installation of new landscape fixtures, repairs to the turf, and brush hogging.

**Hourly rate for work performed in addition to maintenance work:**

\_\_\_\_\_ (Year 1) \_\_\_\_\_ (Year 2) \_\_\_\_\_ (Year 3)

**Material markup for work performed in addition to maintenance work:**

\_\_\_\_\_ (Year 1) \_\_\_\_\_ (Year 2) \_\_\_\_\_ (Year 3)

**B. ALTERNATE NO. 1:** This alternate includes all necessary work to maintain sustainability items as specified in section 1.15 of the ITB.

\_\_\_\_\_ (\$ \_\_\_\_\_)  
(Written) (Dollars/Cents)

**C. ALTERNATE NO. 2:** This alternate includes all necessary work to maintain the CLC property as specified in section 1.15 of the ITB.

\_\_\_\_\_ (\$ \_\_\_\_\_)  
(Written) (Dollars/Cents)

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**SUBCONTRACTORS**

The Bidder shall list all subcontractors proposed for all the parts of the work. Howard Community College reserves the right to reject any subcontractor who will be performing work related to this project prior to award of Contract. Include Name, Address, Telephone Number, and a contact person. Use separate sheets if necessary:

Name	Address	Telephone Number	Contact Person	Certified MBE (Yes/No)

Note to bidder: Submitted price must be inclusive of all costs associated with the requirements listed herein.

*By signing below, your firm agrees to provide said goods and services as specified and that those goods and/or services shall be provided or performed in accordance with the bid 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 bid price will be firm for a period of one hundred twenty (120) calendar days from the deadline for receipt of bids and that if the undersigned be notified of acceptance of this price within this time period, the firm shall execute a contract for the above stated compensation and shall complete the work in accordance with the specifications in this document.*

---

Company Name Printed Name

---

Title Authorized signature and date

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**REFERENCES**

The Bidder shall list at least three projects/contracts of similar size and scope. The referenced work shall have been completed within the last five years. The College may not be included as one (1) of the three required references. Provide a brief description of the scope of work. Please make sure references and contact persons are current. Use separate sheets if necessary and include with submission.

Reference 1

Company name	
Street Address	
City, State, Zip	
Contact Person, Title	
Email address	
Telephone #	
Scope of Work and Service Dates	

Reference 2

Company name	
Street Address	
City, State, Zip	
Contact Person, Title	
Email address	
Telephone #	
Scope of Work and Service Dates	

Reference 3

Company name	
Street Address	
City, State, Zip	
Contact Person, Title	
Email address	
Telephone #	
Scope of Work and Service Dates	

Please note: References listed must be able to confirm the Bidder’s ability to provide the services requested in this bid document.

References submitted by: \_\_\_\_\_  
Company name

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**CONTRACTOR INFORMATION FORM**

The undersigned agrees to furnish and deliver the above goods and services in accordance with the specifications issued, and subject to all terms, conditions, and requirements in the solicitation, and in the various solicitation documents.

\_\_\_\_\_  
(Printed name of Company)

Provide the name and title of the person with legal authority to sign on behalf of the Contractor. If the title of the individual is not "President" or "Vice President", provide verification of the signature authority with your submittal.

Name of Company Signatory (Printed): \_\_\_\_\_  
Title of Company Signatory (Printed): \_\_\_\_\_

Please list any exceptions taken to any terms and conditions listed in the bid. Please note any exceptions taken that may affect the award of a contract or purchase order:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please provide the following information:

Company Name: _____	Corporation (y/n): _____
Federal Tax Id: _____	Years in Business: _____
Street Address: _____	City: _____
_____	State, Zip _____
Office phone number: _____	Fax number: _____
Cell phone number: _____	Email address: _____
Contact Person: _____	Title: _____

Minority Contractor: \_\_\_\_ (yes) \_\_\_\_ (no)  
If yes, please specify minority classification \_\_\_\_\_

\_\_\_\_\_  
Company name Name

\_\_\_\_\_  
Title Authorized signature and date

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**BID 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 bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
  - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
  - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)— (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;



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(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or  
(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:  
(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;  
(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. 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,

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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, Election Law 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 in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL FREE WORKPLACE

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - (c) Prohibit its employees from working under the influence of drugs or alcohol;
  - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
  - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
  - (f) Establish drug and alcohol abuse awareness 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 in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

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 and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent

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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, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

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, 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) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: \_\_\_\_\_ By: \_\_\_\_\_ (Authorized Representative and Affiant)

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## **CONFLICT OF INTEREST STATEMENT**

The undersigned hereby affirms and attests that to the best of my knowledge, no trustee, employee, spouse, parent, child, brother or sister of the trustee or employee, own assets in this business, and as of this date are also employed by Howard Community College.

Company: \_\_\_\_\_

Authorized signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Howard Community College  
Bid Title: Landscape Management Services  
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Bid Opening Date: October 26, 2022

## **ETHICS STATEMENT**

In compliance with the Public Ethics Law contained in the Annotated Code of Maryland, General Provisions Article, Title 5, I hereby affirm that no employee of or representative for our company assisted the College in the drafting of specifications, requirements, statements of work, invitation for bids or request for proposals for this procurement, nor did any individual or company who assisted in such drafting assist or represent this company, directly or indirectly, in submitting a bid or proposal for this procurement.

Company: \_\_\_\_\_

Authorized signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**NO BID RESPONSE FORM**

Please be advised that our company does not wish to submit a bid in response to the above-captioned Invitation to Bid for the following reasons:

- \_\_\_\_\_ Too busy at this time
- \_\_\_\_\_ Not engaged in this type of work
- \_\_\_\_\_ Project too large/small
- \_\_\_\_\_ Cannot meet mandatory specifications (Please specify below)
- \_\_\_\_\_ Other (Please specify)

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\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADDRESS  
\_\_\_\_\_

Please return to:  
Finance Office  
RCF 201  
Howard Community College  
10901 Little Patuxent Parkway  
Columbia, Maryland 21044

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**TERMS AND CONDITIONS**

**ADDENDA** The College reserves the right to amend or add to this bid at any time prior to the bid due date. If it becomes necessary to change or add to any part of this bid, the Procurement Officer will furnish an addendum to all prospective Bidders by posting the addendum on the solicitation web page at: [www.howardcc.edu/procurement](http://www.howardcc.edu/procurement) on the current solicitation page. All addenda will be identified as such and will be posted whenever possible at least 48 hours prior to the bid opening. It is the sole responsibility of any prospective Bidder to monitor the web page to ensure receipt of all addenda.

**ADDITIONAL ORDERS** Unless it is specifically stated to the contrary in the bid response, the College reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions, if it is mutually agreeable.

**APPLICABLE LAW** The contract shall be construed and interpreted according to Maryland law, with venue and jurisdiction in Howard County, Maryland.

**ASSURANCE OF NON-CONVICTION OF BRIBERY** The Bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the Federal government.

**AUDIT** Bidder shall permit audit and fiscal and programmatic monitoring of the work performed under any contract issued from this solicitation. The College shall have access to and the right to examine and/or audit any records, books, documents and papers of Bidder and any subcontractor involving transactions related to this agreement during the term of this agreement and for a period of three (3) years after final payment under this agreement.

**AWARD CONSIDERATIONS** Awards of this bid will be made to the lowest responsible Bidder conforming to specifications with consideration being given to quantities involved, time required for delivery, purpose for which required, responsibility of bidder and its ability to perform satisfactorily with consideration to any previous performance for Howard Community College. A bid may be awarded at the sole discretion of the College, in whole or in part, whichever is in the best interest of the College. Prompt payment discounts will not be considered in bid evaluation. All discounts other than prompt payment are to be included in bid price.

**BID AND PERFORMANCE SECURITY** If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany each bid and be made payable to Howard Community College. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the College and underwritten by a company licensed to issue bonds in the State of Maryland. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Director of Purchasing deems the failure to be non substantial. Such bid bonds or checks will be returned, upon request, to all except the three (3) lowest Bidders within five (5) days after the opening of bids, and the remaining checks or bid bonds will be returned, upon request, to all but successful Bidder(s) within forty-eight (48) hours after award of contract. If a performance bond is required, the successful Bidder must submit an acceptable performance bond in the designated amount of the bid award, prior to award of contract. All bid bonds will be returned, upon request, to the successful Bidder(s) within forty eight (48) hours after receipt of the performance bond.

**BIDDING INSTRUMENTS** Bidding instruments include the bid, addenda, terms and conditions, contract terms, and specifications. Bids should be prepared simply and economically, and should provide a straightforward, concise description of the Bidder's capabilities to satisfy the requirements of the bid. Emphasis should be on completeness and clarity of content. The Bidder will bear any and all costs incurred in the preparation and submission of bids.

**BILLING AND PAYMENT** Each invoice shall reference Howard Community College's purchase order number, as well as bid number for this solicitation. All invoices will be paid within (30) days unless otherwise specified in the RFP document or unless any item thereon is questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim.

**BRAND NAMES** Brand name materials used in these specifications are known and acceptable. Bids including proposals to use alternate brands are invited as long as they are of equal type and equal or better quality. The burden of proof that alternate brands are in fact equal or better falls on the Bidder and proof must be provided to the College's satisfaction.

**CARE OF PREMISES** Precautions taken for safety and protection shall be in accordance with the mandatory requirements of the safety codes prevailing within the jurisdiction in which the work is to be performed. During the performance of the contract, the Contractor shall take the necessary precautions to protect all areas upon which or adjacent to which work is performed as a part of this contract. Any damage caused as a result of Contractor's neglect, directly or indirectly, shall be repaired to the College's satisfaction at the Contractor's expense.

**CANCELLATION** Howard Community College reserves the right to cancel this bid solicitation or to reject all bids received, if the College's Director of Procurement, in accordance with procedures approved by the College's Board of Trustees, determines that it is fiscally advantageous or in the best interest of the College to cancel the bid.

**COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986** The Bidder warrants that both the Bidder and/or any subcontractor of the Bidder do not and shall not hire, recruit or refer for a fee, for employment under this Agreement or any subcontract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (hereinafter referred to as "IRCA"), including but not limited to any verification and record keeping requirements. The Bidder agrees to indemnify and save the College, its trustees, and/or employees harmless from any loss, costs, damages or other expenses suffered or incurred by the College, its trustees and/or employees by reason of the Bidder's or any subcontractor of the Bidder's noncompliance with "IRCA." The Bidder agrees to defend the College, its trustees and/or employees in any proceeding, action or suit brought against the College, including but not limited to administrative and judicial proceedings, arising out of or alleging noncompliance of the Bidder with "IRCA". The Bidder recognizes that it is the Bidder's responsibility to ensure that all certifications and verifications as required by law are obtained and maintained for the applicable time period.

**COMPLIANCE WITH LAWS** Bidder agrees to comply, at no additional expense, with all applicable Executive orders, Federal, State, regional and local laws, ordinances, rules and regulations in effect as of the date of this agreement and as they may be amended from time to time, including but not limited to the equal employment opportunity clause set forth in 41 CFR 60-250.4.

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**COMPLIANCE WITH HOWARD COMMUNITY COLLEGE POLICIES** While on the College's campus, Bidder agrees to comply with all applicable Howard Community College policies and procedures in effect as of the date of this agreement and as they may be amended from time to time during the term of this contract.

**CONTINGENT FEES** Bidder hereby declares and affirms that neither it nor any of its representatives has employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Bidder, to solicit or secure a contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of a contract as a result of this solicitation.

**CONTRACT AMENDMENTS** 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 Howard Community College before the supplier performs additional work on the project. The Contractor cannot accept purchase requests for products or services that are not covered in this contract or make changes to the scope of work unless a price for those products or services has been negotiated with the College, and the Contractor has received a signed contract amendment from the Finance Office.

**CONTRACT DEADLINES** The Contractor is contractually obligated to meet all agreed upon deadlines. Failure of the Contractor to meet any deadline is grounds for termination by default. If the Contractor defaults, the College reserves the right to assess liquidated damages and/or make an open market purchase.

**CONTRACT DOCUMENTS** The general conditions of this bid, the Contractor's bid, and Howard Community College General Contractor Agreement form the contract. If any discrepancies exist between the documents, the following order of precedence shall apply: Agreement, Invitation to Bid, then Contractor bid response.

**CONTRACT TERMINATION** The contract may be terminated for any of the following reasons: failure of the Contractor to meet the mandatory requirements as described in this bid; failure of the Contractor to meet required deadlines; failure of the Contractor to resolve problems in a timely manner; or lack of College funding.

**CONTRACTORS** This bid invitation is extended to individuals or firms as primary Contractors, and the Contractor will execute the work specified with bona fide employees. Subcontractors cannot assume the primary award of this contract on behalf of the primary Contractor nor can the awarded Contractor be relieved of its obligation or responsibility to this contract. The College reserves the right to reject any subcontractor.

**DELIVERY AND PACKING** All prices quoted must include delivery. All goods delivered under this contract shall be packed in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging, or for deposits or containers unless specified in the bid. No charge will be allowed for cartage unless by prior written agreement. Complete deliveries must be made by the successful bidder to the designated location as indicated on the Howard Community College purchase order. A packing slip shall be included in each shipment. All deliveries must be prepaid and must be delivered to each location designated on purchase order at no additional cost. DELIVERIES MUST BE MADE TO THE SPECIFIED LOCATION. NO COLLECT SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.

**DELIVERY OF BIDS** Sealed bids must be received in the Procurement Office by the date and time specified in the bid in order to be considered. NO LATE BIDS OR PROPOSALS WILL BE ACCEPTED. Late bids will be returned to the Bidder unopened. Bids submitted by mail must be addressed to the Finance Office, RCF 201, Howard Community College, 10901 Little Patuxent Pkwy, Columbia, Maryland 21044, and clearly marked to indicate the bid number, title and opening date. Hand delivered bids will be accepted only at the Finance Office, RCF 201, Howard Community College, 10901 Little Patuxent Pkwy, Columbia, Maryland 21044.

**ERRORS IN BIDS** Bidders are assumed to be informed regarding conditions, requirements, and specifications prior to submitting bids. Failure to do so will be at the Bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after bid opening may not be corrected. In the case of an error in price extension, the unit price will govern. The intention of the Bidder must be evident on the face of the bid.

**FAILURE TO DELIVER** If the Contractor fails to comply with any established delivery requirements, the College reserves the right to make an open market purchase of required items and to assess, as liquidated damages, the difference between the contract price and the actual cost incurred by the College and to invoice charges to the Contractor.

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

**HAZARDOUS AND TOXIC SUBSTANCES** Bidder must comply with all applicable Federal, State, and County laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to access to information about hazardous and toxic substances, and as amended from time to time. Bidder shall provide the College with a "Material Safety Data Sheet" or in the case of a controlled hazardous waste substance, a hazardous waste manifest for all hazardous chemicals listed or subsequently added to the Chemical Information List in compliance with applicable laws, ordinances and regulations.

**INDEMNIFICATION** The Contractor shall be responsible for any loss, personal injury, expense, death and any other damage which may occur by reason of Contractor's acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Any acts, negligence, willfulness or failure to perform any of the Contractor's obligations under this agreement, on the part of any agent, director, partner, servant or employee of Contractor are deemed to be the Contractor's acts. Contractor agrees to indemnify and hold harmless the College and its trustees, employees, agents and students from any claim, damage, liability, injury, expense, and loss, including defense costs and attorney's fees, arising directly or indirectly out of Contractor's performance under this agreement. Accordingly, the College shall notify Contractor promptly in writing of any claim or action brought against the College in connection with this agreement. Upon such notification, Contractor shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in any such claim or action at its own expense. As provided under



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Title 23 of the Howard County Code, the College will not indemnify the Contractor. This indemnification provision shall survive the termination or completion of this agreement.

**INSPECTION OF PREMISES** If a site visit is recommended or required, each Bidder is responsible for visiting the sites prior to submitting a bid in order to observe the existing conditions affecting the work, and to obtain precise dimensions of the areas involved. No allowance will be made to the successful Bidder, at a later date for additional work required because of failure to visit the site or to obtain the exact dimensions. Discrepancies, if any, must be reported to the College.

**INSURANCE** If a contract results from this bid, the Contractor shall maintain such insurance as specified in the bid documents and as will indemnify and hold harmless the College from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor's operations under this contract, or by anyone directly or indirectly employed by the Contractor.

**MARYLAND PUBLIC INFORMATION ACT** Bidder recognizes that the College is subject to the Maryland Public Information Act, Title 4, of the General Provisions Article of the Annotated Code of Maryland. Bidder agrees that it will provide any justification as to why any material, in whole or in part, is deemed to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to the Maryland Public Information Act. Bidders are advised that, upon request for this information from a third party, the College will be required to make an independent determination whether the information will be disclosed.

**MINORITY PARTICIPATION** It is the policy of Howard Community College to strongly encourage minority businesses to provide goods and services for the performance of College projects. Minority businesses are defined as firms that are 51% owned and controlled by a member of a socially or economically disadvantaged minority group, which includes African Americans, Hispanics, Native Americans, Alaskan Natives, Asians, Pacific Islanders, women, and the mentally or physically disabled.

**NON-ASSIGNMENT AND SUBCONTRACTING** Bidder shall not assign any contract or any rights or obligations hereunder without obtaining prior written consent of the College. No contract shall be made by Bidder with any other party for furnishing the services to be performed under a contract issued from this solicitation without the written approval of the College. These provisions will not be taken as requiring the approval of the contract of employment between Bidder and its personnel.

**NON-COLLUSION** Bidder certifies that it has neither agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith; Bidder also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price of the Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid is submitted.

**NON-DISCRIMINATION** The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

**NON-HIRING OF EMPLOYEES** No employee of the College or of the State of Maryland, or any department, commission, agency or branch thereof whose duties as employees include matters relating to or affecting the subject matter of this bid shall, during the pendency and term of this contract and while an employee, become or be an employee of the contractor or any entity that is a subcontractor on this contract.

**NOTICE TO CURE** The College reserves the right to cancel the contract if the Contractor's performance is unsatisfactory to the College. It is understood, however, that if at any time during the term of the contract, performance is deemed to be unsatisfactory, the College shall so notify the Contractor in writing, and the Contractor shall correct such unsatisfactory conditions within thirty (30) calendar days from receipt of such notification. If such corrections are not made within the specified period, the College may terminate the contract.

**PATENTS** Bidder guarantees that the sale and use of the goods offered will not infringe upon any U.S. or foreign patent. Bidder will at Bidder's own expense, indemnify, protect and save harmless the College, its trustees, employees, agents and students with respect to any claim, action, cost or judgment for patent infringement, arising out of the purchase or use of these goods.

**PREPARATION OF BID** Bids submitted must be hand signed by an authorized agent of the company submitting the bid. Notification of award will be made by "Notice of Intent to Award" and/or purchase order. A Bidder may attach a letter of explanation to the bid for clarification. Bidders will be required, if requested by Howard Community College, to furnish satisfactory evidence that they are, in fact, bona fide manufacturers of or dealers in the items listed, and have a regularly established place of business. The College reserves the right to inspect any Bidder's place of business prior to award of contract to determine Bidder responsibility.

**POLITICAL CONTRIBUTION DISCLOSURE** The Contractor shall comply with §§14-101-14-108, of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

**PRODUCT TESTING DURING TERM OF CONTRACT** Goods delivered under any contract resulting from this Invitation to Bid may be tested for compliance with specifications stipulated herein. Any shipment failing to meet or comply fully with the specification requirements will be rejected. The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the College unless the order is rejected for failure to meet specifications or purchase description. In such cases of rejection, the cost of testing will be charged back to the Contractor.

**PUBLICITY** The Contractor shall not in any way or in any form publicize or advertise in any manner the fact that it is providing services to the College without the express written approval of the College's Public Relations & Marketing Office obtained in advance, for each item of advertising or publicity. However, nothing herein shall preclude the Contractor from listing the College on its routine client list for matters of references.

**RECORD RETENTION** If awarded a contract, Contractor shall maintain books and records relating to the subject matter of this agreement, including but not limited to all charges to the College, for a period of three (3) years from the date of final payment under this agreement.

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**REFERENCES** Bidder must provide at least three references from former or current clients who can confirm the Bidder's experience with projects that are similar in size or scope. All reference information must include the company's name and address and the contact's name and telephone number. The references provided must be able to confirm, without reservation, the Bidder's ability to provide the level of services requested in this solicitation. References from other higher education institutions or government agencies are preferred but not required.

**REGISTRATION OF CORPORATIONS NOT REGISTERED IN THE STATE OF MARYLAND** Pursuant to §7-202 et. seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. A copy of the registration or application for registration may be requested by the College.

**REJECTIONS AND CANCELLATIONS** Howard Community College reserves the right to accept or reject any or all bids in whole or in part for any reason, including the availability of funding for the project. The College reserves the right to waive any informality and to make awards in the best interest of the College. The College also reserves the right to reject the bid of any Bidder who has previously failed to perform adequately on a prior award for furnishing goods and/or services similar in nature to those requested in this bid. The College may cancel this solicitation in whole or in part, at its sole discretion.

**RIGHT TO STOP WORK** If the College determines, either directly or indirectly, that the Contractor's performance is not within the specifications, terms or conditions of this bid or that the quality of the job is unacceptable, the College has the right to stop the work. The stoppage of work shall continue until the default has been corrected and/or corrective steps have been taken to the satisfaction of the College. The College also reserves the right to re-bid this contract if it is decided that performance is not within the specifications as set out.

**SAMPLES AND CATALOG CUTS** If samples are required, Bidder shall be responsible for delivery of samples to location indicated. All sample packages shall be marked "Sample for Procurement Office, Bid No. \_\_\_" and each sample shall be tagged or marked and bear the name of the Bidder. Failure of the Bidder to clearly identify samples as indicated may result in rejection of bid. The College reserves the right to test any materials, equipment or supplies delivered to determine if the specifications have been met. The Sample shall be identical to the item the Bidder proposes to furnish should it be awarded a contract and shall be packaged in the same manner as they will be packaged during the contract term. Samples will not be returned.

**SIGNATURE** Each bid must show the full business address and telephone number of the Bidder and be signed by the person or persons legally authorized to sign such contracts. All correspondence concerning the bid and contract, will be mailed or delivered to the address shown on the bid. **NO BID WILL BE ACCEPTED WITHOUT ORIGINAL SIGNATURE.**

**SPECIFICATIONS AND SCOPE OF WORK** The specifications listed herein may or may not specify all technical requirements which are needed to achieve the end result. When accepting the award, the Contractor assumes the responsibility of accomplishing the task requested in this document. Any omission of parts, products, processes, etc. in the specifications are the responsibility of the Contractor and the College will not bear the responsibility of their omission. If omissions in the specifications are discovered and these omissions will impact the contract price then it is the responsibility of the Bidder to note these omissions, in writing, prior to accepting the award. If these omissions are not noted prior to award then the Contractor's silence is deemed as full and complete acceptance and any additional costs will be borne by the Contractor.

**SUBCONTRACTORS** Offerors must submit the names and addresses of all subcontractors to be retained for this project. The College reserves the right to reject. Subcontractors shall conform in all respects to the applicable provisions specified for the prime contractor and shall be subject to approval by the College. If a subcontractor is determined to be unacceptable by the College, the firm shall substitute an acceptable subcontractor with no change in any Contract unit prices or overall Contract sum. If a firm fails, within a timely manner, to propose another subcontractor to whom the College has no objection, the College reserves the right to reject the proposal. The firm will use only those subcontractors approved by the College. All subcontractors shall comply with federal and state laws and regulations which are applicable to the services covered by the subcontractor and shall include all terms and conditions set forth herein which apply with equal force to the subcontractor, as if they were the Contractor referred to herein. The Contractor is responsible for the Contract performance, whether or not subcontractors are used.

**TAXES** The College is exempt from Federal and Maryland taxes. Exemption Certificates are available upon request. Bidder shall be responsible for the payment of any and all applicable taxes resulting from any award and any activities hereunder, including but not limited to any applicable amusement or sales taxes. For construction projects: in accordance with COMAR 03.06.01.22c(2)(b), the tax exemption certificate of otherwise exempt governmental entities may not be used for the purchase of materials to be incorporated into the real property on College construction projects.

**TERMINATION BASED ON LACK OF FUNDING** Any contract awarded as a result of this solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. For purposes of this solicitation, the College's appropriating authority is deemed to be the Board of Trustees of Howard Community College. Insufficient funds shall be grounds for immediate termination of the contract.

**TERMINATION OF CONTRACT** The College reserves the right to cancel the Contract awarded to the Contractor if, in the College's judgment, performance under the Contract is unsatisfactory. It is understood, however, that if at any time during the term of the Contract, performance there under is deemed to be unsatisfactory, the College shall so notify the Contractor in writing, and the Contractor shall correct such unsatisfactory conditions within fifteen (15) calendar days from the receipt of such notification. If such corrections are not made within the specified period, the College may terminate the Contract at that time.

**TERMINATION FOR DEFAULT** If an award results from this bid, and the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the College. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination.

**TERMINATION FOR THE CONVENIENCE OF THE COLLEGE** The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or in part, whenever the President of Howard Community College shall deem that termination is in the best interest of the College. Such determination shall be at the sole discretion of the President or her designee. In such event, the College shall be liable only for payment in accordance with the payment provisions of the contract for

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work or services performed or furnished prior to the effective date of termination. The Contractor shall not be reimbursed for anticipatory profits. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.

**USE OF CONTRACT BY OTHER PUBLIC ENTITIES** While this bid is prepared on behalf of Howard Community College, it is intended to apply to other Maryland educational institutions and public agencies in the State of Maryland, including Howard County Government and Howard County Public Schools. Unless the Bidder takes an exception, the resulting awarded items, terms and conditions will be available to other State and local public entities. Should a price adjustment be necessary to include any other public entity, the Bidder must so note on the Contractor Information Form. Purchase requests and funding from other agencies will be the responsibility of those agencies.

**WARRANTY** Bidder expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the College and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive a contract and shall not be deemed waived either by the College's acceptance of said materials or goods, in whole or in part, or by payment for them, in whole or in part. The Bidder further warrants all articles, material and work performed for a period of one year, unless otherwise stated, from date of acceptance of the items delivered and installed, or work completed. All repairs, replacements or adjustments during the warranty period shall be at Bidder's sole expense.

**WITHDRAWAL OF BIDS** A bid shall be withdrawn by written or fax request, confirmed immediately in writing, provided that such requests are received prior to the time of opening bids. The College shall not be held responsible for the timely receipt of any requests for withdrawal, and the bidder is cautioned to transmit any such request in ample time for delivery before the bid opening hour and date. No bid received can be withdrawn by any bidder after the opening, as no claim for release due to mistakes or omissions in the bidding shall be considered. Each bidder shall be held strictly responsible for its bid.

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**SUPPLEMENTAL TERMS AND CONDITIONS FOR CONSTRUCTION PROJECTS**

**ACCEPTANCE AND FINAL PAYMENT** Upon receipt of notice from the Contractor that the work is ready for final inspection and acceptance, the College shall promptly make such final inspection. When the College representative finds the work fully acceptable under the Agreement and the Agreement fully performed, the College representative shall sign-off on the final invoice indicating that the work provided for in this Agreement has been completed and is acceptable under the terms and conditions thereof and that the entire balance on the final invoice is authorized for payment. Before issuance of a final invoice, the Contractor shall submit such evidence to the College as the College deems necessary to ensure that all payrolls, material bills and other indebtedness connected with the work have been paid. Final payment shall be made within ten (10) calendar days after the Finance Office receives signature and authorization for final payment from the College representative that this work has been fully completed and the Agreement fully performed. Acceptance by the Contractor of final payment shall be and shall operate as release to the College from all claims and all liability to the Contractor. Neither the acceptance by the College or any representative of the College nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the College, shall operate as a waiver of any portion of the Agreement or of any power reserved to the College or any right to recover damage. The waiver of any breach of the Agreement shall not be held to be waiver of any other subsequent breach.

**BID BOND** Each bid must be accompanied by a bid bond from a surety company acceptable to the College, properly executed in favor of the College for not less than ten percent of the amount of the base bid. Bid bonds will be returned, upon request, to all except the three lowest bidders within three days after bid opening. The bid bonds of the three lowest bidders, with the exception of the awardee, will be returned, upon request, within 48 hours after contract execution.

**CONTRACTOR IDENTIFICATION** Contractor's employees working on College property are required to sign in every day at the security office in the RCF building immediately upon arrival. They will be issued a contractors badge that they are required to wear while on campus.

**GENERAL CONDITIONS** Unless otherwise noted, Contractor shall provide and pay for all labor, materials, equipment, tools, construction machinery, transportation, and services necessary for proper execution and completion of the work as required by contract documents. The proper execution and completion of such work shall include any necessary restoration of disturbed areas affected by the construction under the contract documents. Contractor shall at all times enforce strict discipline and good order among employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned. The College reserves the right to request the removal of any construction personnel at any time.

**INSURANCE** The purchase of insurance does not relieve the Contractor of any obligations assumed under this Agreement. Failure to maintain insurance shall be viewed as a material breach of the Agreement. Contractor shall maintain in force at all times during the term of this Agreement, with an insurance carrier licensed to do business in the State of Maryland acceptable to the College. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to property or person used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall, during the continuance of all work under the contract, provide the following commercial insurance coverage:

**Statutory Worker's Compensation and Employer's Liability Insurance** under the State of Maryland statutory requirements, to protect the Contractor from any liability or damages of any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the state of Maryland, or which may be hereinafter enacted.

**Commercial General Liability Insurance** to protect the Contractor, its subcontractors, and the interest of the College and Howard County, Maryland, against any and all injuries to third parties, including bodily injury, personal injury and property damage, resulting from any action or operation under the Agreement or in connection with the contract work. The General Liability Insurance shall provide combined single limits of \$1,000,000 per occurrence, naming the College and Howard County, Maryland as an Additional Insured and it shall be stated on the insurance certificate with the provision that this coverage is primary to all other coverage the College and Howard County, Maryland, may possess. The policy shall contain, but not be limited to, the following coverage endorsements:

Contractual Liability, including Subcontractors;

Personal and Advertising Injury;

Products and Completed Operations - Products and Completed Operations insurance shall be maintained for a minimum period of two years after final payment, and Offeror shall continue to provide evidence of such coverage to owner on an annual basis during the aforementioned period; and

Explosion, Collapse, and Underground Hazards (XCU) - required if such exposure exists due to the nature of the project.

**Automobile Liability Insurance** with limits of liability of at least \$1,000,000 combined single limit per occurrence. Coverage shall include Owned, Non-owned, and Hired Automobile endorsements covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, mobile equipment used by the Contractor in connection with the Agreement work will be insured under either a Standard Automobile Liability Policy or a Comprehensive General Liability Policy including coverage for hired and non-owned vehicles.

**Builder's Risk Insurance**, if applicable, with a limit of coverage equal to the construction cost on a replacement cost basis, and written on an all-risk policy form. Insurance shall be maintained until the entire project is accepted by the College. The Builder's Risk Policy shall include the College, Howard County, Maryland and all subcontractors as an Additional Insured.

IF ANY ARCHITECTURAL, ENGINEERING, DESIGN, INSPECTION OR PLANNING SERVICES ARE RENDERED, INCLUDING APPROVAL OF SUCH ACTIVITIES OF OTHERS, **Professional Liability/Errors and Omissions** coverage is also required with limits of at least \$1,000,000. Contractor shall continue to maintain such insurance, covering incidents occurring or claims made, for a period of three (3) years after substantial completion of the project.

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The Contractor agrees to provide insurance issued by companies admitted within the State of Maryland with the Best's Key Rating of at least A-. Exceptions must be requested in advance and pre-approved by the College and Howard County, Maryland. The successful Contractor will provide an original, signed certificate of insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the College, before any work is started. The Contractor will secure and maintain all insurance policies of its subcontractors which shall be made available to the College on demand. No change, cancellation, or non-renewals shall be made in any insurance coverage without a thirty (30) day written notice to the Finance Office, Howard Community College. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Finance Office, Howard Community College. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the contract term, the College shall have the absolute right to terminate the Agreement without any further obligation to the Contractor, and the Contractor shall be liable to the College for the entire additional cost of procuring the uncompleted portion of the Agreement at the time of termination. Compliance of the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of the liabilities and obligations under this heading or under any other section of provision of the contract. Contractual and other liability insurance provided under this Agreement shall not contain a supervision, inspection, or engineering services exclusion that would preclude the College and Howard County, Maryland from supervision and/or inspecting the project as to the end result. The Contractor shall assure that all subcontractors performing services in accordance with this document carry identical coverage as shown above, either individually or as an additional insured on the policies of the Contractor. Exceptions may be made only with the approval of the College and Howard County, Maryland. Contractor agrees to indemnify the College and Howard County, Maryland, for any workers' compensation claims asserted by employees of subcontractors who do not carry workers' compensation insurance.

**LIMITS OF WORK / USE OF SITE** Contractor shall confine operations at the site to the area indicated in the contract documents and shall not unreasonably encumber site or off-site work areas with materials or equipment. Coordination and cooperation with the College shall be mandatory. It shall be the sole discretion of the College whether the Contractor's use of the site is interfering with operations, including Contractor's noise. Should the College determine interference, the Contractor shall be required to revise operation.

**LIQUIDATED DAMAGES** Time is of the essence in the performance of this contract. Project must be completed according to project schedule. Liquidated damages will apply.

**MARYLAND UNDERGROUND FACILITIES DAMAGE PREVENTION LAW** Contractor shall coordinate and pay for all work required to comply with this law. Additionally, Contractor shall be responsible for all location of private utilities as required by the College.

**MATERIAL SAFETY DATA SHEETS (MSDS):** Pursuant to Occupational Safety and Health Act (OSHA) 29CFR1910, where applicable, MSDS for the products supplied or used as a result of this contract must be sent to: Howard Community College, Chuck Nightingale, Executive Director of Capital Projects & Facilities, 10901 Little Patuxent Parkway, Columbia, Maryland 21044. MSDS must show the contract number under which the products were supplied or used. The successful contractor shall submit Material Safety Data Sheets on any item requested by the contract manager.

**MINIMUM SAFETY REQUIREMENTS** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall comply, and shall secure compliance by its employees, agents, and lower tier subcontractors, with all applicable health and safety laws and regulations, including without limitation, Federal OSHA and equivalent OSHA state regulations, city and county ordinances and codes, uniform fire codes, DOT regulations, and owners facility rules and regulations. Contractor shall submit to owner, a copy of its Safety and Health Program for review and shall agree to make necessary changes in order to comply with specific facility rules and regulations if needed. Contractor shall effectively execute the program elements and maintain the job site in a safe and healthful matter. Contractor shall provide a safe and healthful environment for its employees and agents as well as the owners' representatives and agents. Contractor shall report to the owners any governmental inspections or inquiries at the job site. The reasons for the inspection and results of the inspection shall be shared with the owners as soon as possible and no later than the next business day. Oral notification is expected as well as a written report detailing the inspection. All injuries, illnesses, and work related incidents should be reported to the owners immediately but no later than the next business day after the incident. Contractor shall fill out an Incident Report and submit to the College no later than 48 hours after the initial incident. By the fifth working day of each month, contractor shall prepare a Monthly Safety Summary detailing activities, events, and accident statistics. This report shall be submitted to the College. The College reserves the right to audit Contractor safety and health related records and statistical information at any time.

**NON-DISRUPTION OF CAMPUS** The Contractor understands that Howard Community College is an active college campus and that all work must be performed in a manner to minimize disruption of operations and classes. Buildings will be occupied by staff during the duration of the work outlined. Under no circumstances shall any driveway, access road, or walkway be blocked by the Contractor's vehicles to prohibit use of, or disruption to pedestrian or vehicular traffic to the buildings.

**PERFORMANCE, LABOR AND MATERIALS BOND** Performance and Labor & Materials bonds shall be required for contracts over \$7,500 or more. Within 10 days of award notification, the successful bidder shall deliver to the College: a performance Bond in the amount of 100% of the contract price covering faithful performance of the contract for building construction, alteration or repair; and a Labor and Materials Payment Bond in the amount of 100% of the contract price as security for payment of all persons performing labor and furnishing materials in connection therewith. In the event that a Change Order is approved, Contractor shall be responsible for notifying the bonding company of such change and procuring the additional coverage for the Change. A letter from the bonding company stating its willingness to provide the bidder with performance and labor & material bonds shall be submitted with bid.

**PERMITS AND FEES** The Contractor shall apply for, secure and pay for all permits, governmental fees and licenses necessary for proper execution and completion of the work including use and occupancy permits, electrical, plumbing, and all other permits. The Contractor shall secure certificates of inspection, occupancy, etc. as may be required by the authorities having jurisdiction over the work. These shall be delivered to the College upon completion of the work.

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**PROJECT ORGANIZATION** The Contractor shall appoint a project manager and identify the individual prior to commencing work. The project manager shall be responsible for coordination of all work covered by this period.

**RECORDS FOR MATERIAL DISPOSAL** Contractors responsible for removing construction/demolition waste or recyclable materials from College property shall submit copies of receipts or invoices to the College detailing the weight and volume of the materials disposed.

**SUBCONTRACTORS** The Contractor shall list on the Bid Form the name of all subcontractors proposed for the principal portions of the work, mechanical and electrical. Contractors agree that they will be fully responsible to the College and Howard County, Maryland for any acts and omissions of their subcontractors and of persons directly or indirectly employed by them. Nothing contained in these contract documents shall create any contractual relationship between any subcontractor and the College and Howard County, Maryland. Prior to receiving each payment of a current estimate and final estimate, the Contractor shall certify in writing that payments have been made from proceeds of prior payments, and that timely payments will be made from proceeds of the current estimate and final estimate payment then due, to the subcontractors and suppliers in accordance with the contractual arrangements with them.

**SUPERVISION** The Contractor is required to maintain on site, at all times when work is in progress on this project, a qualified supervisor who represents the contractor and is responsible for the entire project.

**TITLE TO EQUIPMENT** In all instances, title to any equipment furnished or intended to be furnished, shall pass to the College on the date of acceptance.

**UTILITIES** The following will be made available to the Contractor by the College (if applicable): Electric and Water. Sanitary facilities shall be provided by the contractor. Construction workers shall not utilize college cafeteria or facilities.

**WORK SCHEDULE** All contractors shall submit a tentative work schedule with their bid proposal. Within five (5) working days or at the College's discretion after contract award notification, the successful bidder shall attend a pre-construction conference. At the pre-construction conference, the successful bidder shall submit a detailed written schedule on "job plan". This job plan should provide all detailing of the work activities and time schedule for each activity prior to commencing work. All requests for outages (if applicable) shall be submitted in writing to the Office of Plant Operations ten (10) days prior to the intended shutdown.

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