

UNIVERSITY OF MARYLAND, BALTIMORE

INVITATION FOR BID IFB 24- 91106DM

FOR

WASTE REMOVAL SERVICES

Issued: **March 28, 2024**

**Pre-Bid Conference/
Site Visit:** **Thursday, April 4, 2024 at 10:30 AM**
(Refer to Section I, Paragraph G for further information)

Deadline for Questions: **Thursday, April 11, 2024, by 4:00 PM**
(See Section I, Paragraph C)

Bid Due Date: **Thursday, April 18, 2024, at 2:00 PM**
(Refer to Section I, Paragraph E)

**Procurement/
Issuing Office:** UNIVERSITY OF MARYLAND, BALTIMORE
CONSTRUCTION & FACILITIES STRATEGIC ACQUISITIONS
The Saratoga Building
Office Level 02, Room # 02-100
220 Arch Street
Baltimore, MD 21201-1531

SPECIAL ACCESS: Anyone requiring special assistance in obtaining a copy of the solicitation, in attending a pre-bid conference or in delivering a bid are Invited to contact the Buyer listed above at least 48 hours in advance.

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WASTE REMOVAL SERVICES
SECTION I: SUMMARY INFORMATION

A. SUMMARY STATEMENT

The objective of this Invitation for Bid is for the University of Maryland, Baltimore (herein referred to as the “University” or “UMB”) to select a qualified Contractor to furnish labor, materials, equipment, supplies, safety control devices, supervision, subcontracting and other necessary resources as required to provide Waste Removal Services at UMB in accordance with this bid document.

The Contractor agrees to offering the agreed-upon contract pricing and discounts to all offices with the University of Maryland, Baltimore.

B. ISSUING OFFICE

Daryl Moore
University of Maryland, Baltimore
Construction & Facilities Strategic Acquisitions
The Saratoga Building
Level 02, Room 02-100
220 Arch Street
Baltimore, Maryland 21201-1531
410-706-5486
daryl.moore@umaryland.edu

The sole point of contact at the University for purposes of this IFB is the issuing office.

Procurement Officer:

Jack Mumma
Executive Director, Procurement Officer
University of Maryland, Baltimore
Construction and Facilities Strategic Acquisitions
The Saratoga Building
220 Arch Street, Office Level 02, Rm., 02-100
Baltimore, Maryland 21201
O: (410) 706-7197
Email: jmumma@umaryland.edu

C. QUESTIONS AND INQUIRIES

Questions, request for clarification, additional information and inquiries must be submitted in writing and directed to the individual referenced with the Issuing Office above in writing, on or before **Thursday, April 11, 2024, at 2:00 p.m.** Inquiries will receive a written reply.

Copies of replies will also be sent to all other offerors, but without identification of the inquirer. Questions may be emailed to daryl.moore@umaryland.edu

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

Oral explanations or instructions will not be binding; only written Addenda will be binding. Any Addenda resulting from these requests will be posted on the University's bid board <http://www.umaryland.edu/procurement/ebid-board/>. The Proposer shall acknowledge the receipt of all addenda in the Acknowledgement of Receipt of Addenda Form. This acknowledgement of the receipt must be included with your response.

D. DELIVERY OF BIDS

Responses must be submitted electronically via email to proc-oncallbids@umaryland.edu, clearly marked with the IFB 24- 91106DM number by the due date and time.

The subject line of your email: 04-18-2024, IFB 24- 91106DM and your Company Name.

Late responses will not be considered. It is the responsibility of the vendor to confirm that their response was delivered to the correct location and received on time.

E. BID OPENING DATE

All responses must be emailed to proc-oncallbids@umaryland.edu **Thursday, April 18, 2024**, by 2:00 p.m. in order to be considered. Bids will not be accepted by mail, fax or drop off. Bids or unsolicited amendments to Bids arriving after the due date and time will not be considered. **LATE BIDS CANNOT BE ACCEPTED.**

1. Bids will be opened via Microsoft Teams.

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 287 803 087 791

Passcode: NyvBmR

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

F. ACCESS TO ISSUING OFFICE

The Saratoga Building, which houses the Strategic Sourcing and Acquisition Services, is accessible by the general public between the hours of 8:00 a.m. until 5:00 p.m. Monday through Friday with exception of legal holidays. There is a guard in the lobby area and vendors are required to sign in at the guard's desk and gain permission to enter the Office Levels of the building. Office Level 02 (13th floor), where the Strategic Sourcing and Acquisition Services is located is accessible to the public by two elevators located in the main lobby of the building. If you park in the Saratoga Street Garage and Office building; you must take the garage elevators down to ground level and then enter the Lobby where the guard's desk is located and utilize the elevators located in the Lobby in order to ascend to Office Level 02.

G. PRE-BID CONFERENCE

1. A Pre-Solicitation Meeting will be held on **Thursday, April 4, 2024 at 10:30 AM** at the University of Maryland Baltimore, The Saratoga Building, 220 Arch Street, 13th Floor, Strategic Sourcing and Acquisition Services Conference Room 02-100, Baltimore, MD 21201.

Note: Parking is available in the Saratoga Street Garage.

2. A walk through of the site will be conducted immediately following the Pre-Solicitation Meeting. This is the only opportunity for a site inspection which will consist of seeing the actual locations and a sampling of the areas where work is to be performed. Please dress appropriately to access areas.
3. While attendance at the Pre-Solicitation Meeting is not mandatory, information presented may be very informative; therefore, all interested vendors are encouraged to attend in order to be able to better prepare acceptable pricing. We ask that a maximum of two (2) representatives from each company attend this meeting.

UMB Campus Map: <http://www.umaryland.edu/maps/>

4. Appropriate auxiliary aids and services for qualified individuals with disabilities will be provided upon invitation. Please contact Daryl Moore at (410-706-5486) with specific invitations at least three (3) business days prior to meeting.

H. DURATION OF BID OFFER

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

I. BID AWARD

A single award will be made on Grand Total Price and to the responsible and responsive BIDDER whose offer is determined to be the best value to the University under the criteria set forth in the Bid document.

J. TERM OF CONTRACT

The initial Contract is to be issued for a period of 12 months, beginning July 1, 2024 and ending June 30, 2025. The University to retain, at its unilateral discretion, the right to renew any resulting contract(s) for four (4) one-year unilateral renewal options.

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

UMB will use the U.S. Bureau of Labor Statistics, Producer Price Index (PPI) Industry Data to monitor any such rate adjustment requests for reasonableness. Rate adjustments will be made in accordance with the preceding year percentage change of the U.S. Bureau of Labor Statistics Series Title: PPI Industry Data for Nonresidential building maintenance & repair, not seasonally adjusted Series Id: PCU2381MR2381MR, issued for Industry and Product: Nonresidential building maintenance & repair. UMB will use the **April 2024 index** as the benchmark.

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

The following example illustrates the computation of percentage change:

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

K. BID ACCEPTANCE

The University reserves the right to accept or reject any and all Bids, in whole or in part, received as a result of this IFB and to waive minor irregularities.

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

The Contract to be entered into as a result of this IFB (the “Contract”) shall be by and between the offeror as contractor and the University in the form of either a University Purchase Order and/or Contract and shall contain the provisions included herein as Appendix E (Procurement Terms and Conditions), Appendix C (Standard form of maintenance contract), (Contract Affidavit) and UMB Maintenance Standard General Conditions, Section 00700 dated December, 2020 of this contract in effect as of Notice to Proceed as well as any additional terms required by the University of Maryland, Baltimore or the State of Maryland. By submitting an offer, the Contractor warrants that they have reviewed Appendix C (Standard form of maintenance contract) and will execute a contract on that form upon Invitation by University of Maryland, Baltimore.

M. BID AFFIDAVIT AND CERTIFICATIONS

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

N. MARYLAND MARKETPLACE ADVANTAGE

The successful bidder under this solicitation must be registered on eMaryland Marketplace Advantage (eMMA) website, prior to receiving a contract award. The new eMaryland Marketplace (eMMA) Advantage website is at <https://emma.maryland.gov/>.

WASTE REMOVAL SERVICES
SECTION II: GENERAL INFORMATION FOR VENDORS

A. PURPOSE

The overall purpose of this IFB is to provide information to vendors interested in preparing and submitting Bids to meet the requirements to provide all labor, materials, supplies, equipment, travel, safety control devices, supervision and any other necessary resources as required to provide Waste Removal Services at UMB in accordance with this bid document.

B. GENERAL INFORMATION FOR VENDORS

1. Bids must be made in the official name of the firm or individual under whom business is conducted (showing official business address) and must be signed by a duly authorized person.
2. Each offeror must furnish all information required by the Bid Invitation. Erasures or other changes must be initialed by the person signing the Bid. Bids signed by an agent of the corporation must be accompanied by evidence of their authority.
3. At the Pre-Bid Conference, potential offerors will have an opportunity to: (1) ask and receive answers to all questions regarding the specifications and general conditions, (2) receive any additional information relating to this contract, and (3) inspect the areas involved.
4. This Invitation for Bid creates no obligation on the part of UMB to award the contract or to compensate offerors for Bid preparation expenses.
5. UMB reserves the right to award a contract based upon the Bids received.

C. ADDENDA TO THE IFB

1. If it becomes necessary to revise any part of the IFB, an amendment will be made and provided to all bidders who received the initial IFB. **An acknowledgement of the receipt of all amendments, addenda, and changes issued shall be required from all vendors submitting a Bid.**
2. Should a Bidder find discrepancies in the solicitation document, or should he/she be in doubt as to the meaning or intent of any part thereof, he/she must, on or before **Thursday, April 11, 2024 at 4:00 PM** (Saturdays and Sundays excluded) request clarification in writing from the UMB Issuing Office, who will issue a written addendum and/or amendment to the Bid document. Failure to request such clarification is a waiver to any claim by the Bidder for expense made necessary by reason of later interpretation of the Bid documents by the University. Request shall include the bid number and name.
3. Oral explanations or instructions will not be binding; only written addendum and/or amendments will be binding.

D. ECONOMY OF PREPARATION

Bids should be prepared simply and economically, providing a straightforward, concise description of the vendor's offer to meet the requirements of the IFB.

E. ACCEPTANCE OF TERMS AND CONDITIONS

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

F. PROCUREMENT REGULATIONS

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

G. CONTRACTOR RESPONSIBILITIES

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

H. TAXES

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

I. IFB RESPONSE MATERIALS

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

J. SMALL BUSINESS RESERVE

Not applicable.

K. e-BUILDER PROJECT MANAGEMENT SOFTWARE

Not Applicable

L. BID SUBMITTAL DOCUMENTATION

The following documents should be included with your bid submittal. Must use UMB forms included in the bid document. It is the Vendor's responsibility to make sure they have carefully reviewed the Bid for any other required documents to be submitted with your response.

- Bid/Proposal Affidavit
- Bid Price Sheet
- Acknowledgement of Amendments (if any)

WASTE REMOVAL SERVICES

SECTION III: BID REQUIREMENTS & SPECIFICATIONS

A. BACKGROUND

The University of Maryland, Baltimore (UMB) is a public university that is a part of the University System of Maryland, a public corporation and an instrumentally of the State of Maryland. The 72-acre research and technology complex encompasses 67 buildings located in West Baltimore; a city that has become a model for urban rebirth and vitality. The UMB complex has over 7,119 faculty members and staff and 6,700 students enrolled in six professional and graduate schools; School of Dentistry, School of Law, School of Medicine, School of Nursing, School of Pharmacy, School of Social Work and a Graduate School.

B. Signing of Forms

The Bid Price, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, they shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, they shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation. Signatures shall be under seal, i.e.: indicated by the word "(Seal)" following signature of individual and partner bidders, and indicated by affixing the Corporate Seal at corporate signatures.

The Bid form(s) shall be filled out in ink or typed. Any erasures and/or alterations shall be initialed in ink by the signer.

C. SCOPE OF WORK

1. The overall purpose of this IFB is to provide information to vendors interested in preparing and submitting Bids to meet the requirements to provide all labor, materials, supplies, equipment, travel, safety control devices, supervision and any other necessary resources as required to provide Waste Removal Services. Services shall include, but is not limited to the transportation and disposal of trash, compost, recycling and bulk trash in both University owned and Vendor supplied containers. Services to most UMB locations are provided on an "as needed/on-call" and/ or "scheduled haul" basis. A list of current containers, locations, University owned / Vendor supplied containers and haul schedule ("as needed/on call" or "scheduled haul") is included as APPENDIX D.

- Trash: Municipal Solid Waste – includes typical everyday waste materials such as: packaging, non-diverted food-and-beverage containers, food waste, etc.

- Bulk Trash: Large Municipal Solid Waste materials – includes common waste materials that are too large or durable to be compacted such as: furniture, pallets, etc.
- Compost: organic debris – consisting of waste animal bedding, landscape debris and food scrapes.
NOTE: Composting is currently being disposed of with regular trash at Wheelabrator Baltimore L.P. (Baltimore RESCO Incinerator). The University anticipates within a year having composting hauled and disposed of to an available composting facility. The composting facility must be able to receive animal bedding, landscape debris and food scrapes.
- Recycling: Recovered materials that can be used to create new products such as: used beverage containers (i.e. plastic, metal and glass), paper products and cardboard.

2. **Infectious or Hazardous waste is not included in this service contract.** In the event that any infectious or hazardous waste is found among the "common" waste, the University requests that the Vendor or trash disposal facility operator (whichever identifies the materials) segregate the materials and contact the University immediately. UMB's Office of Environmental Health and Safety will respond to the location where the materials are sequestered to recover the materials for proper disposal.

3. Periodically the University will require the use of trash containers on a temporary basis for special projects. In most cases this container will be a 30 cubic yard roll-off container. These containers will be supplied on an as-needed and on-call basis.

4. The Vendor is to coordinate all trade work with his forces and the other trade Contractors as well as any contractors separately assigned by the University.

5. The Vendor shall complete his work in the time required by the University and in accordance with the requirements stated within the contract.

D. TYPE OF CONTAINERS AND COLLECTION SCHEDULES

1. The type and size of waste containers shall be in accordance with APPENDIX D. Some roll-off containers and trash compactors shall be serviced by the vendor on an "As Needed/On Call" basis within 24 hours of service request from the University. All other service locations will be serviced on a scheduled basis as detailed in APPENDIX D but will always have the option to be scheduled "As Needed/On Call."

2. Periodically the University may request trash containers (i.e. roll-off containers 30 cubic yard) at temporary locations to support special projects. The Vendor is expected to supply the requested container within 24 hours of the University's request. These

containers will be serviced (emptied) on an “As Needed/On-Call” basis within 24 hours of service request from the University.

3. Emergency Service – The University designee or its representative, shall notify the contractor by telephone call when an emergency service is required. The contractor shall have phone service 24/7 to handle emergency calls. The contractor shall provide emergency service in response to calls made at any time of any day (including major holidays), 24 hours a day, 7 days per week. The contractor shall respond (i.e. be on site) within two (2) hours after call is made.

NOTE: Major holidays under this contract will be New Years Day, Martin Luther King’s Birthday, Memorial Day, Juneteenth, July 4th Labor Day, Thanksgiving and Christmas Day.

When the contractor is responding to an emergency service call, the contractor shall provide all labor, materials, travel, safety control devices, and equipment required. Service shall be provided without additional cost to the University.

4. For the purpose of this contract the University's work week is defined as Monday through Saturday. Service requests made on Friday are expected to be fulfilled on Saturday. The vast majority of trash removal from University facilities occurs during the day. Evening and nights (after 5:00 P.M. and before 7:00 A.M.) is the desired container service period. This time period will also serve to promote service efficiency as vehicle traffic at the service locations is dramatically reduced during this period.

E. CONDITION OF EQUIPMENT

1. All containers and equipment supplied by the Vendor must be furnished and maintained in a satisfactory condition and appearance at all times as determined by the University. Equipment found to be in disrepair will be repaired or replaced within 24 hours after the Vendor has been made aware of the condition of disrepair. All costs associated with the repair or replacement of Vendor furnished containers shall be the responsibility of the Vendor.

2. Any University owned equipment shall be maintained by the University. If at the time of service the Vendor or their employee makes note of deficiencies in the condition or operability of University owned equipment, particularly any condition that would make the container unsafe to transport, the Vendor shall immediately contact the University and advise of the location, the identified deficiency or disrepair, the impact of this on the operability of the equipment, and the impact of the condition on the Vendor's ability to service (transport and empty) the equipment.

3. Care should be taken to prevent damage to University owned equipment. Any and all damage to University owned equipment which can be reasonably attributed to the Vendor's service operations will be repaired promptly and the costs associated with the repair will be charged to the Vendor.

F. QUALITY OF SERVICE

1. During the course of providing services the Vendor will be responsible for cleaning up any litter or debris that may result from the container service operations.
2. The Vendor shall be responsible for any litter or debris that falls from the containers during transportation. The Vendor must tarp or otherwise cover all exposed waste during transportation.
3. All services provided in fulfillment of this contract shall be performed in a professional manner.

G. INSPECTION AND APPROVAL OF WORK

1. The Assistant Director of the Environmental Services Department is charged with monitoring the performance of the Vendor under the terms of this Service Contract. Should it be determined that the service as provided is not acceptable the Assistant Director will advise the Vendor of the service deficiency and will follow up with the Vendor to assure that services are properly provided. Should the Vendor fail to comply with demand to remedy the service deficiency the UMB Procurement Officer may, by written notice to the Vendor, terminate the Vendor's right to proceed further with the work. Should this action become necessary, UMB may take over and complete the work. Any costs incurred by the University in finishing the Vendor's work shall be the responsibility of the Vendor and the Vendor shall immediately reimburse the University any costs it incurs in completing the Vendor's work.
2. Immediate notice of default will be given for any major or serious issues of non-performance under the terms of this contract.
3. The Director of Facilities Maintenance may delegate the routine management of scheduling container service to another responsible University employee. It is the intention of the University to provide a key contact for daily operations. This individual would be the primary point of routine contact for service requests and scheduling. Vacation scheduling and other absence will require more than one University employee to have the authority to request services. The Vendor shall be provided with a list of authorized service requesters.

H. DEDUCTION FOR NON-PERFORMANCE

1. The University may elect to make deductions for service not performed. Specifically, should a trash container not be emptied as prescribed by these specifications detailed within Section III, Article C through G above. The University reserves the right to deduct the amount of the haul charge for that container type (in the case of roll-off containers) or the lift and disposal charge (in the case of front-load containers) as detailed on the Vendor's Bid Price Form.

I. ADDITIONAL SERVICE OR CHANGES

1. UMB may, from time to time, change the requirements of service to be provided. Appropriate notice will be given to the Vendor by the Assistant Director of Environmental Services or their Designee for those changes related to temporary service locations or additional services that are required. The cost associated with these requests shall be in accordance with the Vendor's bid price form where defined or shall be pro-rated and derived from the charges defined on the Vendor's Bid Price Form for similar services. For example: should an additional emptying of a front load container be required where the Vendor has provided a cost per week to service the container based on a service frequency of two times per week, the cost of the additional service would be calculated by dividing the weekly cost by two. If the bid cost is offered on a monthly basis the additional service cost would be calculated by multiplying the monthly service cost by 12 months, dividing that result by 52 weeks, and then dividing that result by two to arrive at the cost per service. Contract cost adjustments associated with any request for additional services or reductions in service shall be equal to the amount then allowed by the contract for similar services.

2. Blocked container charges - It is recognized that on occasion a container will be blocked by an improperly parked vehicle and that the Vendor has incurred expense. Should this occur the Vendor shall record the location, date, time, vehicle information (make, model, color), and license plate numbers and supply this information to the University. A "blocked container charge" equal to the haul charge typically associated with servicing the container may be charged only if the above described information is supplied.

3. Any change that is to be a permanent addition or reduction to the service contract will be established in writing by the UMB Procurement Officer who will issue the change as an official amendment to the contract, and a Change Order. Contract cost adjustments associated with any request for additional services or reductions in service shall be equal to the amount then allowed by the contract for similar services.

4. Any changes, adding and/or deleting to the Contract must be approved by the University, Department of Strategic Sourcing and Acquisition Services and an official Amendment will be issued to provide a listing of the changes to the contract.

J. HOLIDAY SCHEDULE

1. UMB Buildings will be closed on the following Holidays with no work expected from the Vendor on these days: New Year's Day, Martin Luther King Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, American Indian Heritage Day, and Christmas Day.

2. NOTE: Should a Holiday fall on a Saturday, the University observes the Holiday on the Friday before. Should a Holiday fall on a Sunday, the University observes the Holiday on the following Monday.

K. INVOICES

1. Submit all invoices for approval to: Mark Drymala, Assistant Director – Environmental Services, 622 West Fayette Street, Baltimore, Maryland 21201.

2. All Invoices must include the UMB Contract number, the UMB Purchase Order Number, and the Vendor's Federal Identification Number.

3. Invoices are to be submitted monthly and must contain an itemized list of all charges contained on the invoice. Itemization is to include; location, date of service, container rental charges (if any), haul cost, and tipping cost. Haul charges must be shown separately from tipping fees. Tipping fees associated with trash disposal must be a pass through of the Vendor's actual cost with no mark-up by the Vendor. The University reserves the right to audit the Vendor's records to verify that only the actual cost of tipping is being charged to the University.

4. The Vendor shall provide monthly reports on weights of all waste-streams broken out by type of waste (general trash, bulk trash, single-stream recycling, and any otherwise added on streams in future like compost) and by site location via Excel workbook or comparable document in addition to the invoice.

5. Invoices and monthly reports will be reviewed by the Assistant Director of Environmental Services; any inaccuracies will be brought to the attention of the Vendor and must be rectified and resubmitted on an updated invoice with a new date before payment will be made.

6. The Vendor shall supply copies of all landfill, scale or weight receipts to validate the amount charged for tipping fees. The scale receipts shall be organized in the order that they appear on the invoice.

7. **Bidders are to note on the Bid Price Form the name and location of the place of disposal and the price per ton paid at the point of disposal. Documentation from the place of disposal verifying this price is to be included with the Bid Price.** Except for increased costs due to government fees or government surcharges should they exist or be imposed following the implementation of this contract, all prices quoted in the Bid Price shall remain firm throughout the initial term of the contract (July 1, 2024 through June 30, 2025). Should such a governmental fee or surcharge be imposed the increased cost of such fees shall be passed to the University with no mark-up by the Vendor allowed. For such changes to be considered by the University documentation from the government agency assessing the fee must accompany the Vendor's written request to adjust Prices.

Upon review and approval by the University the Vendor will be advised in writing of the University's approval or disapproval of the Price change request.

L. DISPOSAL FACILITIES

The University designates Wheelabrator Baltimore, L.P. (Baltimore RESCO Incinerator) located at 1801 Annapolis Road, Baltimore, MD. 21230, as the disposal facility for Municipal Solid Waste (MSW) and currently compost. Trash, compost and recycling should be disposed of at facilities permitted to receive and process these respective materials.

Contractor is also asked to provide an alternate location for the disposal of collected wastes. The purpose of this is if Wheelabrator Baltimore, L.P. (Baltimore RESCO Incinerator) was to close or shutdown.

M. ADDITION/DELETION OF EQUIPMENT:

The University reserves the right to add equipment to this contract as such units/equipment may be installed, or to delete equipment in the event they are no longer used, or removed at the location(s) specified on this contract. The University also reserves the right to add or delete locations from this contract. In such events, contract prices shall be adjusted as mutually agreed upon between the University and contractor through a written contract amendment. Any adjustment(s) due to addition or deletion must be approved by the University's Strategic Sourcing and Acquisition Services through a written contract amendment.

N. EMPLOYEE CONDUCT:

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

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

O. PERIOD OF ACCEPTANCE

In the event that the selected contractor fails to meet all requirements, the University shall have the right to declare the contractor's product(s), service(s) unacceptable and the contractor in default and to terminate all agreements, written or verbal, without penalty or obligation to the University consistent with the provisions of the termination for default clause required in the contract.

P. UNIVERSITY EVS PROJECT MANAGEMENT

Administration of this contract shall be by the University Assistant Director for Environmental Services. The Assistant Director for Environmental Services may delegate the routine management of scheduling container service to another responsible University employee. It is the intention of the University to provide a key contact for daily operations. This individual would be the primary point of routine contact for service requests and scheduling. Vacation scheduling and other absence will require more than one University employee to have the authority to request services. The Vendor shall be provided with a list of authorized service requesters. The designated University employee(s) responsibilities to include at a minimum the following:

- All estimates, requests for change orders, inventory sheets, status reports, damage reports or inspection findings, and invoices shall be submitted to the University Environmental Services Department.
- Changes in the scope of any specific project shall be subject to the approval of the University Environmental Services Department.

The Assistant Director for Environmental Services will be responsible for Project Management to include the initial request for assistance, request for additional assistance, work location and scope, coordination with Police, and access to the site and parking. Any changes in the contract must first be approved by the Department of Strategic Sourcing and Acquisition Services in writing.

The University police shall have jurisdiction over parking, traffic, and building security matters. Special requests shall be forwarded through the designated Environmental Services Department representative.

Q. VENDOR REPRESENTATION AND AVAILABILITY

The contractor shall designate a Contract Manager to be assigned to this contract. The Contract Manager of the selected firm will partner with the University to assist with its sustainability-related waste reduction goals. The Contract Manager will meet with the Assistant Director for Environmental Services or designee and other University personnel to discuss topics including contamination issues, acceptable items in recycling and compost waste streams, news or updates from Material Recovery Facilities, campus

initiatives around waste, opportunities for waste diversion or reduction, opportunities to consolidate or switch dumpster use (ex: from trash to recycling), or other relevant topics.

No changes of the Contract Manager can be made without the written approval of UMB via the issuance of a contract amendment by UMB Strategic Sourcing and Acquisition Services.

R. PREREQUISITE OPERATIONS CRITERIA

Due to existing University needs and systems, select requested services have been defined as prerequisite service criteria. . The Vendor shall provide information on the Bid Price Form detailing how they will meet each of the criteria below.

- Describe acceptability of single-stream recycling collected in plastic bags. Describe systems of debagging materials.
- Detail handling of non-standard items that may appear in the single stream recycling including but not limited wet paper/cardboard, food waste, food related plastics, PLA compostable plastics, broken glass, Styrofoam, poly-lined cups and lids, small electronics, batteries, books and metals items other than aluminum or steel cans. Specify which categories will successfully be diverted for recycling and which will be sent to the landfill/incinerator as “residual”.
- Details for processing of all landfill, standard recycling materials and specialty recycling materials including location of down-stream vendors and end markets demonstrating a focus on supporting a Sustainable “triple bottom line” that supports economy, environment and equity.

At the University’s discretion, a respondent’s non-response or inability to meet any one of the prerequisite service criteria may disqualify the respondent from further consideration.

S. PROTECTION OF ADJACENT FACILITIES AND PROPERTY

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

Contractor is responsible for providing pedestrian safety at all times and vehicle safety controls at all time and signage. All work areas are to be protected by warning lines and signage. Areas below the work area, for both interior and exterior work, must be protected, at all time for people and property.

T. TEMPORARY WATER AND ELECTRICAL SERVICE

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

No utility interruptions shall be initiated without the prior authorization of the UMB Facilities Maintenance Manager, Buildings and Grounds and/or University Facilities Management personnel. The University personnel are the only authorized persons to arrange for utility shut down. The contractor shall not proceed with any outage without two (2) weeks prior notification to him unless otherwise agreed to by the University.

U. IDENTIFICATION

1. All Contractor's employees and/or Subcontractors shall be in uniform which identifies both Contractor's company name and employee's name as an employee.

2. All vehicles and mobile equipment shall be identified with the Contractor's name displayed in a highly visible manner.

V. PARKING:

Parking is not provided. Parking is the responsibility of the Contractor. There is limited on-street parking at meters and in surrounding garages.

IV. APPENDICES AND ATTACHMENTS

APPENDIX A	-	Bid Affidavit
APPENDIX B	-	Bid Price Forms
APPENDIX C	-	Maintenance/Service Contract and Contract Affidavit
APPENDIX D	-	UMB SERVICE LOCATION DETAIL
APPENDIX E	-	Procurement Terms and Conditions
APPENDIX F	-	APPROACH

APPENDIX A

BID/PROPOSAL AFFIDAVIT – July, 2020

A. Authority

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. Certification Regarding Minority Business Enterprises.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

(1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business proposal;

(2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;

(3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

B-2. Certification Regarding Veteran-Owned Small Business Enterprises. The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

(1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;

(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;

(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)-(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's

contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)-(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the

submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;

(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

(a) §7201, Attempt to Evade or Defeat Tax;

(b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,

(c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,

(d) §7206, Fraud and False Statements, or

(e) §7207 Fraudulent Returns, Statements, or Other Documents;

(10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;

(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review; or

(15) 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)-(14) of this regulation, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list

each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT: Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Maryland Department of Labor, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: _____

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

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

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

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

APPENDIX B

BID PRICE FORMS

BID PRICE FORMS

Bid No.: IFB 24- 91106DM
Bid & Price Due: April 18, 2024, at 2:00 PM
Bid for: Waste Removal Services

Page 1 of 7

Name of Bidder: _____

Fid Number: _____

Date: _____

Daryl Moore
University of Maryland, Baltimore
Strategic Sourcing and Acquisition Services
The Saratoga Building
220 Arch St. Rm. 02-100
Baltimore, MD 21201

Dear Mr. Moore:

The undersigned, hereby submits its Bid Price to provide all labor, materials, supplies, equipment, travel, safety control devices, supervision and any other necessary resources as required to provide Waste Removal Services. Services shall include, but is not limited to the transportation and disposal of trash, compost, recycling and bulk trash in both University owned and Vendor supplied containers. Services to most UMB locations are provided on an “as needed/on-call” and/ or “scheduled haul” basis. A list of current containers, locations, University owned / Vendor supplied containers and haul schedule (“as needed/on call” or “scheduled haul”) is included as APPENDIX D, as set forth in the UMB, IFB24-91106DM dated _____.

Having received clarification on all matters upon which any doubts arose, the undersigned Bidders are to complete the work for the guaranteed pricing listed below. BIDDERS ARE NOT TO AMEND, ALTER, ADD TO, DELETE ANYTHING OR LEAVE BLANK ANY ITEMS FROM THE BID PRICE FORMS. Blank items in the Bid Price Forms may result in the Bid being regarded as non-responsive and may not be considered for award.

The Bidder understands that the University reserves the right to make the award for all, or any parts, thereof, to one or more contractors, as set forth in detail under the information furnished in the specification.

(signer's initial _____)

Bid No.: IFB 24- 91106DM
Bid & Price Due: April 18, 2024, at 2:00 PM
Bid for: Waste Removal Services

Page 2 of 7

BIDDER'S NAME: _____

BASIS OF AWARD: Award will be made to the responsive and responsible bidder based on the lowest Grand Total Price meeting all specification and requirements of the bid, including prerequisite criteria. A single award will be made as a result of this solicitation. The initial contract award will be made for Wheelabrator only.

A. University Owned Units

		Wheelabrator TOTAL	Alternate Loc. TOTAL:
1.	Waste	\$	\$
2.	Compost	\$	\$
3.	Single Stream Recycling	\$	\$
3.	Tipping Fees	\$	\$
	TOTAL A (1+2+3):	\$	\$

B. Vendor Owned Units

		TOTAL	Alternate Loc. TOTAL:
1.	Waste	\$	
2.	Single Stream Recycling	\$	
3.	Temporary (Wheelabrator)	\$	\$
4.	Rental of Units	\$	
	TOTAL B (1+2+3+4):	\$	\$

A. University Owned Units (Wheelabrator + Alternate Location): \$ _____

B. Vendor Owned Units: (Pick-Ups+Wheelabrator+Alternate Loc.)\$ _____

GRAND TOTAL (A+B): \$ _____
(Figure)

_____/ _____ Dollars
(Written)

The Bidder shall state the Bid Pricing in dollars and cents, in both words and figures where indicated. If there are any questions or difference between words and figures, the written words shall govern.

(signer's initial _____)

Bid No.: IFB 24- 91106DM
Bid & Price Due: April 18, 2024, at 2:00 PM
Bid for: Waste Removal Services

Page 3 of 7

BIDDER'S NAME: _____

This Price Sheet is to include all work necessary to effectively conduct and complete the Scope of Work.

The undersigned agree to furnish all labor, materials, and equipment and any other necessary resources for Waste Removal Services to the University of Maryland, Baltimore, in accordance with the attached specifications, and other documents, herein and completes this work for the following prices:

A. UNIVERSITY OWNED UNITS

1. Waste

Compactor Type – Hualing	Location Name	Estimated Monthly Hauls	Monthly Haul Cost for Wheelabrator	Annual Haul Cost for Wheelabrator (Wheelabrator Monthly x 12/months)	Monthly Haul Cost for Alternate Location	Annual Haul Cost for Alternate Location (Alternate Loc. Monthly x 12/months)
Marathon RJ-250	Howard Hall	4 occasions	\$	\$	\$	\$
Marathon RJ-250	HSF	4 occasions	\$	\$	\$	\$
Marathon RJ-250	MSTF	4 occasions	\$	\$	\$	\$
Marathon RJ-250	IHV	1 occasions	\$	\$	\$	\$
Marathon RJ-250	HS/HSL	2 occasions	\$	\$	\$	\$
Marathon RJ-250	Law School	1 occasions	\$	\$	\$	\$
Marathon RJ-250	Pearl Street Garage	1 occasion	\$	\$	\$	\$
Marathon RJ-250	Pharmacy School	1 occasions	\$	\$	\$	\$
Marathon RJ-250	HSF 3	4 occasions				\$
12 Cu. Yd., PVS 207 Vacuum	HSF 3	1 occasions	\$	\$	\$	\$
Open Top – 30 Cubic Yard	Environmental Health & Safety	2 occasions	\$	\$	\$	\$
			Wheelabrator TOTAL:	\$	Alternate Loc. TOTAL:	\$

Bid No.: IFB 24- 91106DM
Bid & Price Due: April 18, 2024, at 2:00 PM
Bid for: Waste Removal Services

Page 4 of 7

BIDDER'S NAME: _____

2. Compost

Type	Location Name	Estimated Monthly Hauls	Monthly Haul Costs for Wheelabrator	Annual Haul Cost (Wheelabrator Monthly x 12/months)	Monthly Haul Cost for Alternate Location	Annual Haul Cost for Alternate Location (Alternate Loc. Monthly x 12/months)
*Marathon RJ-250	Recycling Center	2 occasions	\$	\$	\$	\$
			WheelaBrator TOTAL:	\$	Alternate Loc. TOTAL:	\$

*NOTE: This Marathon RJ-250 will be dedicated to receiving compost but may require disposal as waste on rare occasions. See Section III, L. Disposal Facilities.

3. Recycling

Type	Location Name	Estimated Monthly Hauls	Monthly Haul Costs for Wheelabrator	Annual Haul Cost (Wheelabrator Monthly x 12/months)	Monthly Haul Cost for Alternate Location	Annual Haul Cost for Alternate Location (Alternate Loc. Monthly x 12/months)
*30 Cu. Yd., Covered	EVS Service Lot	4 occasions	\$	\$	\$	\$
			WheelaBrator TOTAL:	\$	Alternate Loc. TOTAL:	\$

4. Tipping Fees

Type		Estimated Annual Tonnage	Tonnage Costs for Wheelabrator	Annual Tonnage Cost (Wheelabrator Tonnage costs x tons)	Monthly Cost for Alternate Location	Annual Cost for Alternate Location (Alternate Loc.
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						Monthly x 12/months)
University Owned Units	WASTE	1250 tons	\$	\$	\$	\$
University Owned Units	COMPOST	150 tons	\$	\$	\$	\$
University Owned Units	RECYCLING	400 tons	\$	\$	\$	\$
			WheelaBrator TOTAL:	\$	Alternate Loc. TOTAL:	\$

NOTE: This is estimated annual tons; it is not to be construed as guaranteed amount of tonnage; the University is to be invoiced only for actual tons hauled.

Bid No.: IFB 24- 91106DM
Bid & Price Due: April 18, 2024, at 2:00 PM
Bid for: Waste Removal Services

Page 5 of 7

BIDDER'S NAME: _____

Bidder must provide name and location of the place of disposal for Waste and Compost:
Documentation from the place of disposal for Waste and Compost verifying this price is to be included with the Bid Price.

Waste - Wheelabrator:

Name: _____ Wheelabrator Baltimore, L.P. (Baltimore RESCO Incinerator)

Location: _____ 1801 Annapolis Road, Baltimore, MD. 21230

Waste - Alternate Location:

Name: _____

Location: _____

Compost:

Name: _____

Location: _____

NOTE: Composting is currently being disposed of with regular trash at Wheelbrator Baltimore L.P. (Baltimore RESCO Incinerator). The University anticipates within a year having composting hauled and disposed of to an available composting facility. The composting facility must be able to receive animal bedding, landscape debris and food scrapes.

B. VENDOR OWNED UNITS

1. Waste

Type	Location Name	Estimated monthly Pick-Ups	Monthly Pick-Up Costs	Annual Cost (Monthly Pick-Ups x 12/months)
Front Load – 8 cubic yard	Pascault Row	20 monthly pick-ups (5 times a week = M, T, W, Th, F)	\$	\$
Rear Load – 3 cubic yard	Penn Garage	4 monthly pick-ups (1 time a week)	\$	\$
3 cubic yard	Community Engagement Center	4 monthly pick-ups (1 time a week)	\$	\$
2 cubic yard	Downtown Baltimore	12 monthly pick-ups (M, W, F)	\$	\$

	Childcare Center			
			TOTAL PICK-UP COSTS:	\$

Bid No.: IFB 24- 91106DM
Bid & Price Due: April 18, 2024, at 2:00 PM
Bid for: Waste Removal Services

Page 6 of 7

BIDDER'S NAME: _____

2. Single Stream Recycling

Type	Location Name	Estimated monthly Pick-Ups	Monthly Pick-Up Costs	Annual Cost (Monthly Pick-Ups x 12/months)
3 cubic yard	Community Engagement Center	4 monthly pick-ups (W)	\$	\$
2 cubic yard	Downtown Baltimore Childcare Center	4 monthly pick-ups (1 time a week)	\$	\$
			TOTAL PICK-UP COSTS:	\$

3. Temporary

Type	Location Name	Estimated monthly Hauls	Monthly Haul Costs for Wheelabrator	Annual Haul Cost (Monthly x 12/months)	Monthly Haul Cost for Alternate Location	Annual Haul Cost for Alternate Location (Alternate Loc. Monthly x 12/months)
Open Top – 30 cubic yard	Various	1 occasion	\$	\$	\$	\$
			WheelaBrator TOTAL:	\$	Alternate Loc. TOTAL:	\$

Bid No.: IFB 24- 91106DM
Bid & Price Due: April 18, 2024, at 2:00 PM
Bid for: Waste Removal Services

4. Rental Units

Type	Location Name	Number of Units for Rental	Monthly Rental Cost	Annual Rental Cost (Monthly x 12/months)
Front Load – 8 cubic yard (Waste)	Pascault Row	1	\$	\$
Front Load – 3 cubic yard (Waste)	Community Engagement Center	1	\$	\$
Front Load – 3 cubic yard (Recycle)	Community Engagement Center	1	\$	\$
Rear Load – 3 cubic yard (Waste)	Penn Garage	1	\$	\$
Front Load – 2 cubic yard (Waste)	Downtown Baltimore Childcare Center	1	\$	\$
Front Load – 2 cubic yard (Recycle)	Downtown Baltimore Childcare Center	1	\$	\$
Open Top – 30 cubic yard	Various	1	\$	\$
Front Load – 8 cubic yard	Pearl St. Lot (Pearl & Lexington)	1	\$	\$
			TOTAL:	\$

The offeror represents and it is a conditions precedent to acceptance of this bid, that the offeror has not been a party to any agreements to submit a fixed or uniform price. Sign where applicable below.

A. INDIVIDUAL PRINCIPAL

In Presence of Witness: _____

FIRM NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

B. CO-PARTNERSHIP PRINCIPAL

(Name of C-Partnership)

ADDRESS _____

TELEPHONE _____ NO. _____

In Presence of Witness: _____ as to

BY _____ (Partner)

Printed Name: _____ as to

BY _____ (Partner)

Printed Name: _____ as to

BY _____ (Partner)

C. CORPORATE PRINCIPAL

(Name of Corporation)

ADDRESS: _____

TELEPHONE NO. _____

[Printed Name of Corporate (or Assistant Corporate) Secretary]

[Corporate (or Assistant Corporate) Secretary Signature for Identification]

BY:

Signature or Officer and Title

Printed Name

Title

APPENDIX C
CONTRACT DOCUMENTS

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

Maintenance/Service Contract
Contract Affidavit

STANDARD FORM OF MAINTENANCE CONTRACT
CONTRACT # C_____

This Standard Form of Maintenance Contract (SFMC) is made as of the ____ day of _____, 20____, by and between the University of Maryland at Baltimore ("University") and _____, _____, _____, Maryland _____, FID # _____ ("Contractor").

WITNESSETH:

1. The University has issued a procurement solicitation in connection with a certain project known as _____ at _____.

2. The Contractor has responded to that solicitation and has been awarded the contract to perform work in connection with that project.

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

1. The Contract consists of the following documents:

RFP/IFB # _____ Document dated ____/____/____;

RFP/IFB # _____ Addendum #1 dated

_____'s Technical Proposal dated ____/____/____; and,

_____'s Bid Price or Price Proposal dated ____/____/____.

all of which are collectively referred to as the Contract Documents all of which are incorporated into this SFMC as it is fully set forth.

2. The Contractor shall completely perform its obligations under the Contract in a timely manner.

3. The Contractor shall diligently prosecute the Work from and after the issuance of the Notice to Proceed and shall substantially complete the work not later than _____ (____) months for the completion of the project.

4. Total monetary compensation to the Contractor under the Contract is \$_____.

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

University of Maryland, Baltimore

Contractor

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

BUDGETARY DATA:

Requisition No. _____

Fund: _____

Budget: _____

CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

and is registered or qualified as required under Maryland Law.

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

Name and Department ID

Number: _____ Address: _____

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

Name and Department ID Number: _____

Address: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement

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

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing,

possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

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

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

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business's policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), of this regulation;

(h) Notify its employees in the statement required by §E(2)(b), of this regulation, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

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

(j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)-(j), of this regulation.

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

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

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

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date:_____

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

_____ (signature of Authorized Representative and affiant)

APPENDIX D

UMB SERVICE LOCATION DETAIL

Commodity	Location Name	Street Address	Equipment Location	Map #	Equipment Type	Frequency	Avg. Hauls/ Month	Supplied By	Notes
Waste	Howard Hall (HH)	660 W. Redwood St.	LD @ Corner of Redwood & Arch	27	Marathon RJ-250	Scheduled (Weekly)	4	UMB	
Waste	Health Science Facility (HSF)	685 W. Baltimore St.	LD @ Intersection of Pine & Redwood	26	Marathon RJ-250	Scheduled (Weekly)	4	UMB	
Waste	Medical School Teaching Facility (MSTF)	10 N. Pine St.	LD @ Corner of Redwood & MLK Blvd	25	Marathon RJ-250	Scheduled (Weekly)	4	UMB	
Waste	IHV	725 W. Lombard St.	LD accessed from Lemmon St.	49	Marathon RJ-250	On Call	1	UMB	
Waste	Health Sciences & Human Services Library (HS/HSL)	601 W. Lombard St.	LD accessed from Pratt St.	53	Marathon RJ-250	On Call	2	UMB	
Waste	Law School	500 W. Baltimore St.	LD accessed from Greene St.	21	Marathon RJ-250	On Call	1	UMB	

Waste	Pearl Street Garage	622 W. Fayette Street	LD accessed from Pearle St.	12	Marathon RJ-250	On Call	1	UMB	26yd container
Waste	Pharmacy School	20 N. Pine St.	LD accessed from Baltimore St.	17	Marathon RJ-250	On Call	1	UMB	
Bulk Trash	Environmental Health & Safety (EHS)	714 W. Lombard St.	Accessed from intersection of Pine Redwood	40	30 CY Open Top	On Call	2	UMB	
Waste	Pascault Row	651 W. Lexington Street	Access from Pine St.	9	8 CY Front Load	Daily (M,T,W, Th, F)	20	Vendor	
Waste	EVS Service Lot	224 N. Greene St	Corner of Pearl St. and Saratoga		30 CY Open Top	On Call	2	UMB	
Single Stream Recycling	EVS Service Lot	224 N. Greene St	Corner of Pearl St. and Saratoga		30 CY covered dumpster	On Call	4	UMB	
Waste	Penn Garage	120 Penn Street	Storage Area accessed from Lemmon St.	G	3 CY Rear Load	1X/Week	4	Vendor	Street Sweepings
	Temporary	Various	Various		30 CYD Open Top	On Call	Varies	Vendor	

Single Stream Recycling	Community Engagement Center	16 S Poppleton St	Accessed from Booth St	67	3 CY Front Load	Scheduled, Weekly (Wednesday)	4	Vendor	Key Access Required, UMB will supply
Waste	Community Engagement Center	16 S Poppleton St	Accessed from Booth St	67	3 CY Front Load	Scheduled, Weekly (Wednesday)	4	Vendor	Key Access Required, UMB will supply
Single Stream Recycling	Downtown Baltimore Childcare Center	237 N Arch St	Accessed from N Arch St		2 CY Front Load	Scheduled, Weekly (Friday)	4	Vendor	
Waste	Downtown Baltimore Childcare Center	237 N Arch St	Accessed from N Arch St		2 CY Front Load	Scheduled, 3x/week = M, W, F	12	Vendor	
Compost	Recycling Center	663 W Saratoga St	Accessed from Pine St.		Marathon RJ 250	On Call	2	UMB	
Waste	HSF 3	670 W. Baltimore St.	Loading dock off of W. Fayette St.	65	12 CY, PVS 207, Vacuum Container	On Call	1	UMB	Animal Waste
Waste	HSF 3	670 W. Baltimore St.	Loading dock off of W. Fayette St.	65	Marathon RJ-250	Scheduled (Weekly)	4	UMB	

APPENDIX E

PROCUREMENT TERMS AND CONDITIONS

ATTACHMENT E SOLICITATION TERMS AND CONDITIONS FOR CONSTRUCTION/MAINTENANCE PROJECTS

1. Due Date and Time

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

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

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

2. Late Proposals

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

3. Multiple/Alternative Proposals

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

4. Modifications and Withdrawals of Bid

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

No withdrawal or modifications will be accepted after the time bids are due.

5. Pre-Bid Conference – Refer to Solicitation Section I

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

7. Questions, Inquiries, Clarifications, and Addenda

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

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

interpretation of the IFB documents by the University. Requests shall include the IFB number and name.

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

8. Site Investigation

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

9. Right to Reject Bids and Waive Irregularities

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

10. Cancellation of the IFB

The University may cancel this IFB, in whole or in part, at any time before the opening of the bids.

11. Bid Acceptance

The University reserves the right to accept or reject any and all bids, in whole or in part, received as a result of this IFB; to waive minor irregularities; or to negotiate with all responsible proposers, in any manner necessary, to serve the best interest of the University. Further, the University reserves the right to make a whole award, multiple awards, a partial award, or no award at all.

12. Confidential/Proprietary Information

Proposers should give specific attention to the identification of those portions of their bids which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by the State under the Public Information Act, General Provisions Article, Title 4 of the Annotated Code of Maryland. Proposals are not publicly opened. Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret. It is not sufficient to preface the entire proposal with a proprietary statement.

13. Financial Disclosure by Persons Doing Business with the State

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

14. Arrearages

By submitting a response to this solicitation, a firm shall be deemed to represent that it is not in arrears

in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of the contract if selected for contract award.

15. Incurred Expenses

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

16. Debriefing of Unsuccessful Proposers

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

17. Maryland Public Ethics Law

The Maryland Public Ethics Law prohibits, among other things: State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a bid or proposal, (ii) negotiating a contract, and (iii) entering into a contract with the governmental unit with which the individual is affiliated per the Maryland Code, General Provisions Article, Title 5, Subtitle 5. If the proposer has any questions concerning application of the State Ethics Law to the proposer's participation in this procurement, it is incumbent upon the proposer to seek advice from the State Ethics Commission: Executive Director, State Ethics Commission, 45 Calvert Street, 3rd Floor, Annapolis, Maryland 21401, 410-260-7770, 877-669-6085.

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

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

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

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

19. Payments to Contractors by Electronic Funds Transfer

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

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

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

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

20. Minority Business Enterprise Notice

Minority Business Enterprises are encouraged to respond to this solicitation. For more information on the State's MBE program or questions related to certification, please contact MDOT's Office of Minority Business Enterprise/Equal Opportunity, telephone 410-865-1269 or view the MDOT website

<https://mbe.mdot.maryland.gov/directory/>.

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

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

APPENDIX F

APPROACH

APPROACH

Please furnish a narrative detailing the approach your firm will take in supporting the following:

1. Describe acceptability of single-stream recycling collected in plastic bags. Describe systems of debagging materials.

2. Detail handling of non-standard items that may appear in the single stream recycling including but not limited to wet paper/cardboard, food waste, food related plastics, PLA compostable plastics, broken glass, Styrofoam, poly-lined cups and lids, small electronics, batteries, books and metals items other than aluminum or steel cans. Specify which categories will successfully be diverted for recycling and which will be sent to the landfill/incinerator as “residual”.

3. Details for processing of all landfill, standard recycling materials and specialty recycling materials including location of down-stream vendors and end markets demonstrating a focus on supporting a Sustainable “triple bottom line” that supports economy, environment and equity.

END OF ATTACHMENT F