



TV WORTH  
WATCHING

# REQUEST FOR QUOTATION

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OF  
PAGE 8

1. REQUEST NO. MPT Landscape Design	2. DATE ISSUED October 11, 2022	3. DESCRIPTION Landscape Designer and Planner for MPT's Owings Mills location.
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4a. ISSUED BY: <b>Maryland Public Television</b> 11767 Owings Mills Boulevard Owings Mills, MD 21117	5. DELIVER BY <i>(Date)</i> 120 days from contract execution.
6. DELIVERY	
X FOB DESTINATION      FOB ORIGIN	

7. FOR INFORMATION CALL *(NO COLLECT CALLS)*

a. NAME Drew Brown	b. TELEPHONE NUMBER: 410 241 2178	a. NAME OF CONSIGNEE Maryland Public Television/ Sam Mann
	c. FAX NUMBER:	

d. EMAIL ADDRESS: dbrown@mpt.org	b. STREET ADDRESS 11767 Owings Mills Boulevard
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9. TO:	
a. NAME	b. COMPANY

c. FAX NUMBER / EMAIL ADDRESS	c. CITY Owings Mills
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d. CITY	e. STATE	f. ZIP CODE	d. STATE MD	e. ZIP CODE 21117
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10. PLEASE SUBMIT ALL QUOTES VIA email to Sam Mann ([smann@mpt.org](mailto:smann@mpt.org)) by Tuesday, November 15, 2022, 3:00 pm. All quotes are to be valid for 120 days from the date of receipt.

**IMPORTANT:** This is a request for quotations. If you are unable to bid, please so indicate on this form and return it to the address in Block 5a. This request does not commit MPT to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Any representations and/or certifications attached to this Request for Quotation must be completed by the bidder.

11. SCHEDULE

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
001	<u>Area #1</u> <i>Front plaza near the main entrance and adjoining "lawn" plus upper parking lot grassy area separating the lot from the roadway.</i>	1	EA	\$	\$
002	<u>Area #2</u> <i>Warren Park Courtyard</i>	1	EA	\$	\$
003	<u>Consulting Fee (per hour)</u> <i>Provide the hourly rate for consultation services.</i>	1	HR	\$	\$

**NOTE: Additional provisions and representations are attached.**

**TOTAL**      \$ \_\_\_\_\_

<b>13. NAME AND ADDRESS OF BIDDER</b>			<b>14. SIGNATURE OF THE PERSON AUTHORIZED TO SIGN THE QUOTATION</b>	<b>15. DATE OF QUOTATION</b>
<b>a. COMPANY NAME OF BIDDER</b>				
<b>b. STREET ADDRESS</b>			<b>16. SIGNER</b>	
<b>c. COUNTY</b>			<b>a. NAME (Type or print)</b>	<b>b. TELEPHONE NO.</b>
<b>d. CITY</b>	<b>e. STATE</b>	<b>f. ZIP CODE</b>	<b>c. TITLE (Type or print)</b>	<b>EMAIL ADDRESS</b>

MARYLAND PUBLIC TELEVISION PURCHASE ORDER TERMS AND CONDITIONS

1. **Incorporation by Reference** - All terms and conditions of the solicitation, and any changes thereto, are made a part of this contract.

2. **Tax Exemption** - The State of Maryland is generally exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption certificates shall be completed upon request. Where a contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

3. **Specifications** - All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation.

4. **Delivery and Acceptance**, - Delivery shall be made in accordance with the solicitation specifications. MPT at its sole discretion may extend the term of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. MPT unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. MPT reserves the right to test any materials, equipment, supplies, or services delivered to determine if the **specifications have been met**.

The material listed in the quote/bid or proposal shall be delivered **FOC** the point or points specified prior to or on the date specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. MPT reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

II. **Non-Use of Employees** - No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.

6. **Nondiscrimination in Employment** - Contractor agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment and to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

7. **Commercial Nondiscrimination Clause** - Contractor represents and warrants that, as a condition of entering this Agreement, it will comply 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. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement. Disqualification of Contractor from participation in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

8. **Financial Disclosure** - The Contractor shall comply with the provisions of Section 1J-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year in which the **aggregate** \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000 file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

9. **Political Contribution Disclosure** - The Contractor shall comply with the provisions of Section 14-101 et seq. of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland or a political subdivision of the State, including its agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administration Board of Election Laws a statement disclosing campaign or political contributions in excess of \$500.

10. **Anti-Bribery** - The Contractor warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has **engaged** in conduct since July 1, 1977, which constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

11. **Registration** - Pursuant to § 7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations and other legal entities not incorporated or formed in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston St., Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this state, a foreign corporation or legal entity shall qualify with the Department of Assessments and Taxation.

12. **Contingent Fees**- The contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

13. **EPA Compliance**- Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

14. Changes in this Contract may be amended, in writing, with the consent of both parties. Amendments may not change significantly the scope of the Contract.

15. **Occupational Safety and Health Act (O.S.H.A.)** - All materials, supplies, equipment, or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

16. **Termination for Convenience** - Upon written notice to the Contractor, MPT may terminate this contract, in whole or in part, whenever MPT shall determine that such terminations are in the best interest of MPT or the State of Maryland. MPT shall pay all reasonable costs incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor may not be reimbursed for anticipatory profits. Terminations hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

17. **Termination for Default** - When the Contractor has not performed or has unsatisfactorily performed the contract; payment shall be withheld at the discretion of MPT. Failure on the part of a Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11(B).

18. **Disputes** - Except as otherwise may be provided by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with COMAR 21.10.04, Contract Claims and Disputes. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

19. **Multi-Year Contracts** - If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this contract shall terminate automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

20. **Intellectual Property** - Contractor agrees to indemnify and save harmless MPT, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this contract.

21. **Maryland Law Prevails** - The laws of Maryland shall govern the interpretation and enforcement of this Contract.

22. **Contractor Invoices** - Invoices are to be emailed to the following address:

[procurement@pnvnhlea.mpt.org](mailto:procurement@pnvnhlea.mpt.org). Questions may be addressed to: 410-581-4112.

Contractor agrees to include on the face of all invoices billed to MPT, its Taxpayer Identification Number, which is the Social Security Number of individuals and sole proprietors and the Federal Employer Identification Number for all other types of organizations. If a Blanket/Purchase Order document is issued, the Blanket/Purchase Order Number must be included. Payments to the Contractor pursuant to this Blanket/Purchase Order shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle I, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

23. **Reserved.**

24. **Indemnification** - The Contractor shall hold harmless and indemnify the State a joint liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this contract. MPT shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fee that may arise from or in any way be associated with the performance or operation of this agreement.

25. **Conflicting Terms** - Any proposal for terms in addition to or different from those set forth in this blanket/purchase order or any attempt by the Contractor to vary any of the terms of this offer by Contractor's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Contractor without the additional or different terms. If this purchase order is an acceptance of a prior offer by the Contractor, the acceptance is expressly conditioned upon Contractor's assent to any additional or different terms contained herein. The Contractor understands and agrees that the terms and conditions of this purchase order may not be waived.

26. **Drug and Alcohol Free Workplace** - The Contractor warrants that the contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the Contractor shall remain in compliance throughout the term of this purchase order.

27. **Retention of Records** - the Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times.

**MARYLAND PUBLIC TELEVISION TERMS AND CONDITIONS TAKE PRECEDENCE OVER ANY OTHER TERMS AND CONDITIONS.**



State of Maryland  
MARYLAND PUBLIC TELEVISION  
11767 Owings Mills Boulevard  
Owings Mills, MD 21117-1499

## Request for Quotation

For

**Landscape Designer**

**Location: Maryland Public Television**

**11767 Owings Mills Blvd, Owings Mills, MD 21117**

## I. INTRODUCTION

In order to achieve optimum operating efficiency, Maryland Public Television is seeking to obtain the services of a landscape designer/planner to create a plan for upcoming landscape site improvements.

## II. SCOPE OF WORK

The vendor firm will not bid on nor perform the work but will limit its involvement to the overall design and recommendations and specifications pertaining to landscape, hardscape, and plant materials to accomplish the plan. The use of plants native to Maryland (straight species, not cultivars) is strongly preferred. Please include your reference for what plants are Maryland natives. Any recommended trees should be “clean” (not excessive shedders or sap-droppers) and low-maintenance.

All work performed by the Contractor shall meet local, State, and Federal codes and standards and be performed under the Contractor’s license, if applicable.

## III. SPECIFICATIONS

### **Area #1**

**Location:** *Front plaza near the main entrance and adjoining “lawn” plus upper parking lot grassy area separating the lot from the roadway.*

### **Service:**

- Replacement of poor-quality “lawn” with ground cover or a combination of grass and low-maintenance mulched perennial beds
- Positioning of any trees to enhance overall appearance but avoid blocking the vision of the office occupants and, most importantly, Security personnel
- Removal of the long strip of gravel separating the “lawn” from the front side of the building and replacing it with river rock to match that utilized near the Kaplan Studio door
- Extend the existing front walkway from the plaza area to the visitor’s parking lot, duplicating the sloping concrete edge to the roadway rather than a formal curb
- One or more seating elements (stone or metal benches, for example) placed in appropriate spots on/near the plaza or the “lawn” area
- Appropriately placed planters (with drought-tolerant dwarf trees or perennials) on the plaza and/or near entrance doors

### **Area #2**

**Location:** *Warren Park Courtyard*

### **Service:**

- Overall design that retains the existing water-circulating fish pond but revisits the placement of and materials for a walkway connecting 2 breezeways (hallways) that enclose Warren Park
- Full elimination or replacement of the existing dining deck with appropriate outdoor deck furniture for outdoor dining

- Aggressive pruning or replacement of trees, bushes, and other landscape materials that are currently in place
- Addition or replacement of outdoor lighting (functional and/or decorative) to accentuate landscaping in the courtyard
- Repositioning or re-designing of memorial stones honoring deceased employees
- Addition of, full removal of, or refurbishing of wooden trellises or structures in the courtyard
- Replacement of outdoor seating with appropriate benches along the walkway
- Appropriate trash containers

**Consulting Fee:**

- Provide the hourly rate for consultation services.

IV. INVOICING AND PAYMENT

A. Invoicing

Invoices shall contain the following:

1. Invoice number
2. Invoice Date
3. Blanket Purchase Order number
4. Date of Service
5. Description of Services rendered
6. Location of Service
7. All invoices shall be sent via email to [accountspayable@mpt.org](mailto:accountspayable@mpt.org)

B. Payment

Payments to the Contractor shall be made no later than 30 days after MPT's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

V. SITE VISIT

A site visit will be held at 11767 Owings Mills Blvd, Owings Mills, MD 21117. To arrange a site visit, and ask questions, please contact Ms. Drew Brown, Facilities, at [dbrown@mpt.org](mailto:dbrown@mpt.org) (410) 241-2178.

VI. QUESTIONS

All questions must be submitted by email no later than:

**November 1, 2022, 3:00PM**

to: Drew Brown,  
[dbrown@mpt.org](mailto:dbrown@mpt.org)

VII. DUE DATE

All quotes shall be submitted via email to Sam Mann ([smann@mpt.org](mailto:smann@mpt.org)). Please include "LANDSCAPE DESIGNER/PLANNER RFQ" in the subject of your email submission.

All quotes are due by **Tuesday, November 15, 2022, at 3:00 PM EST**. It shall be the responsibility of the Contractor submitting a quote to ensure that the quote is received by the stated deadline. Quotes received past the deadline will not be considered. Quotes submitted via email will not be considered.

#### VIII. WORKING HOURS

Work shall be performed during normal working hours (8:00 AM to 5:00 PM). Work outside normal hours must be coordinated with the Contract Monitor.

All work must be scheduled in advance with the site supervisor.

#### IX. VENDOR QUALIFICATIONS

The Bidder must provide proof with its quote that the following Minimum Qualifications have been met: The minimum qualifications for the award for this solicitation are as follows:

Prior to submitting a quote for the work covered by the specifications for this solicitation, the successful Bidder must have a minimum of three (3) complete and consecutive years of successful landscape design.

The Bidder shall submit with the quote response a minimum of two (2) references of companies or organizations for which the Bidder provided services in scope, type, size, magnitude, and complexity comparable to those specified in the Scope of Work on **Attachment P – Reference Form**. Each reference shall be from a client for whom the Bidder has provided services within the past five (5) consecutive years and shall include the following information:

Each reference must include:

- a. Name and complete address of business or company
- b. Name of the contact person, email address, and current phone number
- c. Term and length of each contract
- d. Size and type of facility (square footage)
- e. Type of services provided
- f. Names of supervisory personnel who will perform under the contract, specifying the length and type of experience of each such personnel
- g. Contract value

MPT reserves the right to request additional references or utilize references not provided by a Bidder.

#### X. BID SUBMISSION

Bidders will submit the following along with their Quote:

- (a) Attachment P – Reference Form

#### XI. AWARD DETERMINATION

The Contract resulting from this RFQ will be awarded to the offeror whose offer is determined to be the lowest responsible and responsive price for the services required in this solicitation.

## Attachment P – Reference Form

<b>#1. Company:</b>		<b>Contact Person:</b>	
Address:		Contact Person e-mail:	
		Contact Person telephone:	
Term and Length of Contract:			
Size and Type of Facility:			
Type of services provided:			
Contract Value			
<b>#2. Company:</b>		<b>Contact Person:</b>	
Address:		Contact Person e-mail:	
		Contact Person telephone:	
Term and Length of Contract:			
Size and Type of Facility:			
Type of services provided:			
Contract Value			
<b>#3. Company:</b>		<b>Contact Person:</b>	
Address:		Contact Person e-mail:	
		Contact Person telephone:	
Term and Length of Contract:			
Size and Type of Facility:			
Type of services provided:			
Contract Value			