

<b>SOLICITATION, OFFER, AND AWARD</b> <b>St. Mary's College of Maryland</b>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE 1
	IFB No. 16450	<u>X</u> SEALED BIDS (IFB) ____ NEGOTIATED (RFP)	March 7, 2016	OF PAGES 41

**IMPORTANT – The “offer” section on page 2 of this document must be fully completed by offeror.**

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6A. CONTRACT AWARD DATE:	6B. TITLE River Concert Tent Rental
7. ISSUED BY St. Mary's College of Maryland 18952 E. Fisher Road St. Mary's City, MD 20686-3001		8. ADDRESS OFFER TO St. Mary's College of Maryland 18952 E. Fisher Road St. Mary's City, MD 20686-3001 Attn: Procurement Division	
A. NAME: Mindy Moran	B. TELEPHONE NUMBER 240-895-3312 C. FAX NUMBER 240-895-4916	D. EMAIL ADDRESS mjmoran@smcm.edu	

**SOLICITATION**

9. Sealed offers in original and (1) complete copy for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8 until **4:00 P.M., local time, March 30, 2016.**

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x	A	SOLICITATION/CONTRACT FORM	2	x	G	LIST OF ATTACHMENTS	3
x	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
x	C	DESCRIPTION/SPECS./WORK STATEMENT	3	x	H	BID/OFFEROR AFFIDAVITS	7
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x	E	SPECIAL CONTRACT REQUIREMENTS	4	x	I	INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS/OFFERORS	7
		PART II - CONTRACT CLAUSES					
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NOTE: In sealed bid solicitations “offer” and “offeror” mean “bid” and “bidder”.

**OFFER (Must be fully completed by Offeror)**

**11. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (90 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

12. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	_____ CALENDAR DAYS %
13. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

14. NAME AND ADDRESS OF OFFEROR:		15. TELEPHONE, FACSIMILE NO. AND EMAIL ADDRESS:	
		Tel No. _____	
		Fax No. _____	
		Email Address: _____	
16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	16A. SIGNATURE		16B. DATE
17. NAME OF WITNESS (Type or print)	17A. SIGNATURE		17B. DATE
18. TAXPAYER IDENTIFICATION NUMBER:	19. STATE OF ORIGATION (If required):	20. NAME AND ADDRESS OF RESIDENT AGENT IN MARYLAND (If required):	

Corporate Seal (If required)

### AWARD (To be completed by the College)

**Your offer on this solicitation is hereby accepted as to the terms listed. This award consummates the contract, which consists of (a) College solicitation including all attachments and your offer/bid, and (b) this contract award. No further contractual document is necessary.**

21. ACCEPTED AS TO ITEMS NUMBERED	22. AMOUNT	23. ACCOUNTING INFO:
24. NAME OF CONTRACTING OFFICER (Type or print)		25. SIGNATURE OF CONTRACTING OFFICER
		Date: _____

### COUNTERSIGNATURE IF REQUIRED

26. NAME AND TITLE OF COUNTERSIGNER (Type or Print)	27. SIGNATURE OF COUNTERSIGNER

**SECTION B**

**SUPPLIES OR SERVICES AND PRICE/COST**

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B.2	SCHEDULE	B-2

## SECTION B

### SUPPLIES OR SERVICES AND PRICE/COSTS

#### B.1 GENERAL DESCRIPTION

The Contractor shall provide tent and stage rental for the 2016 River Concert Series on the campus of St. Mary's College of Maryland.

#### B.2 SCHEDULE OF ITEMS

**PERIOD**  
(June 17, 2016 through July 22, 2016)

Item No.	Description	Cost
001	Tent Rental	\$ _____
002	Stage Rental	\$ _____
	<b>TOTAL Items 001 and 002</b>	\$ _____

**SECTION C**

**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

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## SECTION C

### DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

#### C.1 BACKGROUND

St. Mary's College of Maryland ("the College"), designated as the State of Maryland's Honors College and is an independent public institution in the liberal arts tradition. Founded on the site of Maryland's first capital, the College stands as a living legacy to the ideals of freedom and inclusiveness. Our exquisite residential campus on the serene banks of the St. Mary's River inspires our work, our play, and our commitment to the environment. The College is consistently ranked as one of the top public liberal arts colleges in the nation by *U.S. News & World Report*.

The River Concert Series, winner of the Maryland Tourism Impact Award, is designed to provide the citizens of Southern Maryland with high-quality, professional performances throughout the summer, enriching the cultural offerings of our region while raising the profile of Southern Maryland throughout the state. The Chesapeake Orchestra, the resident ensemble of the River Concert Series, offers programs whose musical themes are designed to reach the broadest possible audiences.

The repertoire of the Series ranges from serious classical composition, to light classics, to jazz. As part of the Series' mission, genres such as Bluegrass and Blues are fused with orchestral instrumentation to develop new audiences. Nationally prominent artists and bright new talents fill the roles of soloists and narrators. These outdoor concerts strive to be family friendly, creating an atmosphere that brings our community together. The River Concert Series' regular outdoor summer concerts have become a vital element of our community life and are an important tool in the economic development of the region.

#### C.2 SCOPE OF SERVICES

Contractor shall provide all labor, material, supplies and equipment to install one tent suitable for use for the summer concert series on the grounds of St. Mary's College of Maryland, (Attachment No. 2, Site Map).

The following are the dates of the concert:

June 17, 2016

June 24, 2016

July 1, 2016

July 8, 2016

July 15, 2016

July 22, 2016

Contractor shall provide a Saddlespan S-500 tent manufactured by Tentology of Surrey, DB, Canada or an approved alternate. (See Attachment No. 2) The tent shall be sufficient for orchestral outdoor performances. It shall be a minimum of sixty (60) feet wide by eighty (80) feet deep. The rear of the tent shall be enclosed, or have the ability to be enclosed.

In addition to the tent, the Contractor shall provide the stage. Stage shall be 48' wide x 50' deep. Stage shall be carpeted and skirted. Stage shall be a minimum of 3' high across the front, but due to the grade the rear of the stage shall be approximately 5' high. Stage shall provide three (3) stair accesses. One each stage right and left and one at the stage rear. Steps shall be railed and 4' wide.

The tent and stage shall be installed by no later than Tuesday, June 14, 2016 and shall remain in place for the entire concert season and be removed by no later than Tuesday, July 26, 2016.

Contractors proposing an approved alternate MUST provide specification as to the proposed substitute with their bid. St. Mary's College is the sole determiner of whether or not the proposed substitution is approved.

**SECTION D**

**CONTRACT ADMINISTRATION DATA**

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#### **D.1 PERIOD OF PERFORMANCE**

Performance under this contract commences on June 17, 2016 through July 22, 2016.

#### **D.2 IDENTIFICATION OF CONTRACT DELIVERABLES**

Unless otherwise specified, all documents prepared and submitted by the Contractor for the College under this contract shall include the following information on the cover page of each document:

- (a) Name and business address of the contractor;
- (b) Contract Number
- (c) Point of Contact
- (d) Date of transmittal

#### **D.3 NOTICES**

All notices to the College shall be sent by first class mail to:

Mr. Patrick G. Hunt  
Procurement Officer  
St. Mary's College of Maryland  
18952 E. Fisher Road  
St. Mary's City, MD 20686

All notices for the Contractor will be sent to:

Notice as required under this Agreement shall be sent via first class mail.

#### **D.4 TAX EXEMPTION**

The College 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 materials 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. Tax exemption number for St. Mary's College of Maryland are:

Maryland State Tax Exempt No. 3000126-8  
District of Columbia Tax Exempt No. 9199-79411-01

## **D.5     PROCUREMENT OFFICER**

Upon award of contract the College shall designate someone to serve as Procurement Officer for this Agreement. All contact between the College and Contractor regarding all matters relative to this Agreement after award shall be coordinated through the Procurement Officer.

## **D.6     CHANGES**

The College retains the unilateral right to require changes in the scope of services so long as the changes are within the general scope of work to be performed hereunder.

## **D.7     MODIFICATIONS**

Except as provided in D.6 CHANGES, this agreement may be amended only as the College and Contractor mutually agree in writing. Except for the specific provision of the Agreement which is modified, the Agreement remains in full force and effect after modification, and is subject to the same laws, obligations, conditions, provisions, rules, and regulations, as it was before the modification.

## **D.8     CONTRACTOR'S INVOICES**

To facilitate payment invoices shall be forwarded to the College in triplicate and shall contain the following information, Contract Number, Purchase Order Number and Contractors Federal ID and any other information specified by the Procurement Officer. Each contract line item number (CLIN) will have assigned to it a Purchase Order Number. Invoices **MUST** show the correct Purchase Order number for the item(s) being billed. Failure to provide proper purchase order number will cause delays in the payment process and is cause for rejection of invoice. Invoices shall be sent to:

Accounts Payable  
St. Mary's College of Maryland  
18952 E. Fisher Road  
St. Mary's City, MD 20686-3001  
Phone: (240) 895-4238 or 4308  
Fax No. (240) 895-4916

All payment under this contract shall be made via Electronic Fund Transfers (EFT).

## **D.9     PAYMENT OF STATE OBLIGATIONS**

Payments to the contractor pursuant to this Contract 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 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.

(End of Section D)

**SECTION E**  
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## **E.1 MINORITY BUSINESS PARTICIPATION**

There is no MBE subcontractor participation goal for this procurement.

## **E.2 ELECTRONIC TRANSACTIONS**

Electronic transactions are not permitted in connection with this Agreement unless authorized by the Contracting Officer.

(End of clause)

## **E.3 DELIVERY AND ACCEPTANCE**

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

The materials listed in the bid or proposal shall be delivered FOB 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. The College 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.

(End of clause)

## **E.4 WARRANTY OF COMMERCIAL ITEMS**

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

## **E.5 DELAYS AND EXTENSIONS OF TIME**

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

(End of clause)

## **E.6 CORRECTION OF ERRORS, DEFECTS AND OMISSIONS**

The Contractor agrees to perform work as may be necessary to correct errors, defects and omissions in the services required under this contract, without undue delays and without cost to the College. The acceptance of the work set forth herein by the College shall not relieve the Contractor of the responsibility of subsequent correction of such errors.

## **E.7 CONTRACTOR'S REQUIRED INSURANCE**

.1 The contractor shall secure, pay the premiums for, and keep in force until the expirations of this Contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under this Contract.

- .1 Commercial General Liability Insurance including all extensions:  
\$1,000,000. each occurrence;  
\$2,000,000 personal injury;  
\$2,000,000 personal injury;  
\$2,000,000 products/completed operations;  
\$2,000,000 general aggregated

.2 Workmen's Compensation Insurance and Unemployment Insurance as required by the Laws of the State of Maryland.

.3 Owner's Landlord's and Tenant's and contractor's bodily injury liability insurance, with limits of not less than \$500,000 for each person and \$2,000,000 for each accident.

.4 Property damage liability insurance with a limit of not less than \$2,000,000 for each accident.

.5 If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident, and property damage liability insurance, with a limit of not less than \$2,000,000 for each accident.

.6 Food projects liability insurance, if not included in the Comprehensive, with limits of not less than \$1,000,000. for each person and \$2,000,000 for each accident.

.2 All policies for liability protection, bodily injury or property damage must specifically name on its face, **St. Mary's College of Maryland and the State of Maryland** as additionally named insured as respects to operations under the contract and premises occupied by the Contractor provided, however, with respect to the Contractor's liability for bodily injury or property damage under items 1.1 through 1.6 above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the College and to the persons or property of employees, students, faculty members, agents, officers, trustees, invitees or guests of the College.

.3 Each insurance policy shall contain the following endorsements: *"It is understood and agreed that the Insurance Company shall notify in writing the Procurement Officer forty-five (45) days in advance of the effective date of any reduction in or cancellation of this policy."* A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen's Compensation, upon the request of the Procurement Officer a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of

the insurance company, shall be furnished to the Procurement Officer. A certificate of insurance for Workmen's Compensation together with a properly executed endorsement for cancellation notice shall also be furnished. Following the notice of Contract award, the requested Certificates and Policies shall be delivered to the Procurement Officer within ten (10) days of award of contract. Notices of policy changes shall be furnished to the Procurement Officer.

(End of Section E)

## SECTION F

### CONTRACT CLAUSES

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## **F.1 COLLEGE SECURITY PROVISIONS**

All security requirements established by the College for its facilities shall become a part of these specifications, and it shall be the vendor's responsibility to comply with these security provisions.

## **F.2 COLLEGE POLICIES, RULES AND REGULATIONS**

The Contractor agrees to abide by all college policies, rules and regulations in effect for all College policies, rules and regulations in effect for all St. Mary's College of Maryland employees while working on the campus and/or dealing with any students off the campus in furtherance of the contractor's obligations under this contract.

## **F.3 PRE-EXISTING REGULATIONS**

The regulations set forth in SMC Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.

## **F.4 EMPLOYEE CONDUCT**

The Contractor is responsible for all employees and their actions while on the campus and the college reserves the right to remove from the premises any employee of the Contractor who in any way acts in a manner which is considered unacceptable by the College.

## **F.5 ETHICS**

This Contract is cancellable in the event of a violation of the Maryland Public Ethics Law by the Contractor or any College employee or official in connection with this procurement.

## **F.6 RETENTION OF RECORDS**

The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the college hereunder or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State of Maryland, including the procurement officer or designee, at all reasonable times.

## **F.7 DISSEMINATION OF INFORMATION**

Contractor may not release any information related to the services or performance of the services under this Contract nor publish any final reports or documents without the prior written approval of the College. Contractor shall indemnify the State and the College, their officials, agents and employees, from any liability that may be incurred by reason of dissemination, publication, distribution or circulation, of any information or materials pertaining to this Contract by Contractor, its agents or employees.

## **F.8 RESPONSIBILITY OF CONTRACTOR**

Contractor shall perform the services with that standard of care, skill and diligence normally provided by a contractor in the performance of similar services. If Contractor fails to perform the Services, and such Failure is made known to Contractor within two years after expiration of this Agreement, it shall, if required by The College, perform at its own expense and without additional cost to the College, those services necessary for the Correction of any deficiencies or damage resulting from Contractor's failure under this obligation, in addition to and not in substitution for any other remedy available to the College.

## **F.9 NON-EXCLUSIVE CONTRACT AND NO ASSURANCES OF WORK**

The parties acknowledge and agree that this Contract is not exclusive and that the College may purchase the same or similar goods and services from other vendors.

## **F.10 BANKRUPTCY**

Upon the filing of any bankruptcy proceeding by or against Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, Contractor must notify the College immediately. Upon learning of the actions herein identified, the College reserves the right at its sole discretion either to cancel the contract or to affirm the Contract, and to hold contractor responsible for damages.

## **F.11 SUBCONTRACTING, ASSIGNMENT**

Contractor may not, during the term of this Agreement or any renewals or extensions of the Agreement, assign or subcontract all or any part of the Agreement without the prior written approval of the Procurement Officer. Any approved subcontract or assignment is subject to all terms and conditions that the State deems necessary. The College is not responsible for Contractor's obligations to its subcontractors.

## **F.12 LICENSES AND REGISTRATION**

The Contractor must be licensed as required by the laws of the State of Maryland as applicable to the performance of work under this Contract.

## **F.13 COMPLIANCE WITH LAWS**

The Contractor hereby represents and warrants that:

- .1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- .2 It is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- .3 It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- .4 IT shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

## **F.14 CONTINGENT FEE PROHIBITION**

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, architect, or engineer, 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.

## **F.15 NON-DISCRIMINATION IN EMPLOYMENT**

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

## **F.16 COMMERCIAL NON-DISCRIMINATION CLAUSE**

As a condition of entering into this Agreement, contractor represents and warrants that 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. As part of such compliance, contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, material status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

As a condition of entering into this Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

## **F.17 NON-HIRING 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.

## **F.18 DRUG FREE 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 the Contract.

## **F.19 CORPORATE 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 of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, MD 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.

## **F.20 FINANCIAL DISCLOSURE**

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

## **F.21 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 certain campaign or political contributions in excess of \$500.

## **F.22 FEDERAL LOBBYING PROHIBITION**

In accordance with 31 U.S. C. § 1352, The College and Contractor, and any subcontractors are prohibited from using any federal funds for the purpose of lobbying Congress or any federal agency in connection with the awarding of a particular contract, grant, cooperative agreement, or loan. Any recipient of federal funds that received over \$100,000 in federal monies must also file a "Disclosure of Lobby Activities" from (Federal Form SF LLL). Contractor hereby specifically agrees to abide by all applicable requirements of 31 U.S.C. § 1352.

## **F.23 COMPLIANCE WITH ADA**

Contractor shall comply with the Americans with Disabilities Act (ADA), 42, U.S.C. § § 12101 et seq. and applicable regulations. To the extent required by the ADA, Contractor's facilities, services, and programs shall be accessible to persons with disabilities. Contractor shall bear sole responsibility for assuring that its activities under this Agreement conform to the ADA. Contractor shall indemnify the State in any action brought pursuant to the ADA for all damages, attorney fees, litigation expenses, and costs, if such action or proceeding arises from the acts of Contractor, or of Contractor's employees, agents, or subcontractors.

## **F.24 LICENSES, REGISTRATION AND QUALIFICATIONS**

All work performed by the Contractor shall conform to all State and local codes and ordinances and such other statutory provisions that pertain to this class of work. Such codes, rules, regulations and local ordinances are to be considered part of these specifications. The College reserves the right to require that the Contractor demonstrate that it has the skills, equipment and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project. The College has the option of requiring all personnel working on this contract to have copies of their license/registration forms on file with the Purchasing Agent at the college.

## **F.25 ANTI-BRIBERY**

The Contractor warrants that neither it nor any of its officers, directors or partners, nor any 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 the federal government.

## **F.26 ARREARAGES**

By submitting a response to this solicitation, a vendor 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.

## **F.27 QUALIFICATIONS TO DO BUSINESS IN THE STATE OF MARYLAND**

Any out of state entity not already registered with the Maryland State Department of Assessments and Taxation to do business in Maryland shall be required to do so prior to entering into a contract with the College.

## **F.28 INVESTMENT ACTIVITIES IN IRAN ACT**

.1 The Investment Activities in Iran Act states that any company that the Maryland Board of Public Works has found to engage in investment activities in Iran may not participate in procurements with a public body in the State. "Engaging in investment activities in Iran" means:

- Providing goods or services of at least \$20 million in the energy sector of Iran; or
- For financial institutions, extending credit of at least \$20 million to another person for at least 45 days if the person is on the Investment Activities in Iran list and will use the credit to provide goods or services in the energy of Iran.

A company listed on the Investment Activities in Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a State agency or any public body of the State. Also ineligible are any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company.

.2 Offeror's shall submit, with their proposal, the completed "Certification Regarding Investments in Iran" form (Attachment No. 1)

Company that cannot make the certification must supply the College, under penalty of perjury, with a detailed written description of its investment activities in Iran.

## **F.29 FIXED OR UNIFORM PRICE**

The Bidder affirms that it has not been a party to any agreement to bid a fixed or uniform price.

## **F.30 EPA COMPLIANCE**

Materials, supplies, equipment or services shall comply in all respects with the Federal Noise Act of 1972, where applicable.

## **F.31 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.

## **F.32 INDEMNIFICATION**

.1 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, and , if requested, defend the State of Maryland and St. Mary's College of Maryland and their trustees, officers, employees, representatives, and agents, from any and all claims, costs, damages, expenses, liability, losses, judgments, and causes of actions (including attorney's fees, settlements made in good faith and arbitration awards) which arise out of or result from the performance of this Contract, including any acts or omissions of the Contractor, its officers, employees, subcontractors, or agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnification which would otherwise exist as to any party or person.

.2 The College is not liable in any action of tort, contract, or otherwise for any actions of Contractor arising out of this Agreement. The college shall not assume any obligation to defend, indemnify, hold harmless, or pay any attorneys' fees, claims, costs, expenses, judgments, or settlements that may arise from or in any way be associated with the performance or operation of this Contract.

.3 The Contractor shall immediately notify the Procurement Officer by phone and in writing of any claim or suit made or filed against the Contractor or its Subcontractors regarding any matter resulting from or relating to the Contractor's performance of work under the Contract. The Contractor shall cooperate, assist, and consult with the College in the defense or investigation of any claim, suit, or action made or filed against the College as a result of or relating to the Contractor's performance under this Contract.

## **F.33 DISPUTES**

.1 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 this Disputes clause and in accordance with SMCN Procurement Policies and Procedures, Section 8, "Protest and Appeals."

.2 As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this clause.

.3 Prior to filing a contract claim, the contractor shall contact the Procurement Officer and attempt, in good faith, to resolve by mutual agreement any disputes or disagreements that arise in connection with the Contract. When a dispute cannot be resolved by mutual agreement, the contractor shall submit a written contract claim to the Procurement Officer for a decision, made in consultation with the Office of the Attorney General. The claim shall be filed with the Procurement Officer within thirty (30) days of when the basis of the claim was known or should have been known, whichever is earlier.

.4 The Procurement Officer's decision shall be final and conclusive unless the contractor mails or otherwise files a written appeal as provided by SMCN Procurement Policies and Procedures, Section 8, "Protest and Claims" within 30 days of receipt of the decision.

.5 Pending resolution of a claim, the contractor shall proceed diligently with the performance of the contract in accordance with the Procurement Officer's decision.

#### **F.34 TERMINATION FOR DEFAULT**

If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates and provision of the contract, the College may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the college's option, become the College's property. The College shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the contractor will remain liable after termination and the college can affirmatively collect damages. 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)

#### **F.35 TERMINATION FOR CONVENIENCE**

The performance of work under this contract may be terminated by the College in accordance with this clause in whole, or from time to time in part, whenever the College shall determine that such termination is in the best interest of the College. The college will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned 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 21.07.01.12A(2).

#### **F.36 SET-OFF**

The State may deduct from and set off against any amounts due and payable to Contractor any back-charges, penalties, or damages sustained by the State, by virtue of any breach of this Contract by Contractor or as otherwise permitted by law. Nothing herein shall be construed to relieve Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.

#### **F.37 BID/PROPOSAL AFFIDAVIT BY CONTRACTOR**

All terms and conditions of the Bid/Proposal Affidavit, attached as Section H, are made a part of this contract.

**F.38 REPRESENTATION**

Each party to this agreement represents and warrants to the other that it has full right, power, and authority to execute this Contract.

**F.39 MARYLAND LAW PREVAILS**

The laws of Maryland shall govern the interpretation and enforcement of this Contract.

**F.40 FIXED OR UNIFORM PRICE**

The Bidder affirms that it has not been a party to any agreement to bid a fixed or uniform price.

**F.41 ENTIRE AGREEMENT**

This Agreement, together with the Attachments and other documents incorporated by reference, represents the complete and final understanding of the parties. No other understanding, oral or written, regarding the subject matter of this Agreement, may be deemed to exist or to bind the parties at the time of execution.

(End of Section F)



**SECTION G**

**LIST OF ATTACHMENTS**

<b><u>ATTACHMENT NO.</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>NUMBER OF PAGES</u></b>
1	Certification Regarding Investments in Iran	1
2	Site Map	1
3	Bidders Reference Sheet	1

(End of Section G)

**CERTIFICATION REGARDING INVESTMENTS IN IRAN**

**.1** The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

(i) it is not identified on the list created by the Board of Public Works as a person engaging investment activities in Iran as described in §17-702 of State Finance & Procurement; and

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

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**Name and Title (Please Print)**

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**Signature**

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**Date**

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

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**Name and Title (Please Print)**

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**Signature**

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**Date**



### BIDDERS REFERENCE SHEET

Bidders **MUST** provide references for projects of similar size and scope as that of the project that they are bidding on. At least five (5) references within the last three (3) years should be provided. Failure to provide these references may result in your firm being declared as non-responsive. Please fill in the following completely. Please print.

Contract No.	Duration of Contract (Start and End Dates)	Complete Description of Services	Total Dollar (\$) value of Contract	Point of Contact (Including Name, address, phone and fax number and email address)

**SECTION H**

**BID/PROPOSAL AFFIDAVIT**

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## H.1 AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

## H.2 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):

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## H.3 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; or

(8) 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(1)-(7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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#### **H.4 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).

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#### **H.5 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):

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#### **H.6 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.7 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.

#### **H.8 FINANCIAL DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

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

#### **H.9 POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

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



## **H.10 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 whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
  - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
  - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
    - (i) The dangers of drug and alcohol abuse in the workplace;
    - (ii) The business' policy of maintaining a drug and alcohol free workplace;
    - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
  - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by § J(2)(b), above;
  - (h) Notify its employees in the statement required by § J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

## **H.11 CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

**I FURTHER AFFIRM THAT:**

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

Name:

Address:

(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation,

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

## **H.12 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.

## **H.13 ACKNOWLEDGEMENT**

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

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

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

(Authorized Representative and Affiant)

(End of Section H)

**SECTION I**  
**INSTRUCTIONS, CONDITIONS,**  
**AND NOTICES TO OFFERORS**

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## **I.1 GENERAL INFORMATION**

.1 Offerors are expected to examine the entire solicitation and all instructions. Failure to do so will be at the offeror's risk. Each offeror shall furnish the information required by the solicitation. The offeror will be held responsible for full knowledge of all information contained therein.

.2 Offerors shall be individuals, partnerships, or corporations who are regularly engaged in the business covered by these specifications and who have established a satisfactory record in the past for performance of contracts of similar character and extent, and who maintain a regular force of workmen skilled in the performance of the work the offeror undertakes to perform upon submission of his proposal. Offeror shall be qualified, competent and amply able to finance and perform the work in a proper and satisfactory manner.

## **I.2 SOLICITATION**

This solicitation is being requested by the College for certain commodities or services, the purchase of which shall be by written contract.

.1 If an offeror objects to any of the terms and conditions of this solicitation, the offeror must identify and explain its objections before the solicitation due date. The College reserves the right to reject as non-responsive any offer that objects to any of the terms and conditions of this solicitation.

.3 This procurement is subject to the SMCM Procurement Policies in effect on the date of issue of the solicitation or the date of execution of the contract and/or purchase order. Those policies and procedures are available on line at [www.smcm.edu](http://www.smcm.edu)

## **I.3 TYPE OF CONTRACT**

The College contemplates award of a firm fixed-price contract for the services described in Section B (SUPPLIES OR SERVICES AND PRICE/COST) and Section C (DESCRIPTION/STATEMENT OF WORK). College estimates that the value of this contract to be between \$23,000 and 30,000.

## **I.4 RESERVATION OF RIGHTS**

This solicitation implies no obligation on the part of the College. The College reserves the right to increase or decrease the quantities of any commodities or services requested in the solicitation. The College reserves the right to cancel this solicitation, in whole or in part, anytime before the opening of the offers, to accept or reject any and all offers in whole or in part received as a result of this solicitation, to not make an award, to waive minor irregularities, or to negotiate with all responsible VENDORS in any manner necessary, in order to best serve the interests of the College.

## **I.5 INTERPRETATIONS AND AMENDMENTS**

.1 Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing no later than ten (10) calendar days prior to the date established for receipt of bids. Oral explanations or instructions given before the award of a contract will not be binding.

.2 Prospective offerors shall request the Contracting Officer, in writing, via FAX or e-mail for an interpretation or correction on any ambiguity, inconsistency or error in the contract documents which they may discover or which should have been discovered by a reasonably prudent offeror. Such requests or objections to materials or methods of construction shown or specified shall be directed to the attention of the Contracting Officer at least ten (10) calendar days prior to the date specified for receipt of proposals. Written requests shall be transmitted via e-mail to (Patrick G. Hunt, Email: pghunt@smcm.edu or via facsimile to (240) 895-4916.

.3 Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments, in writing, which will be sent on the same date to all offerors if that information is necessary in submitting offers or if the lack of it would be prejudicial to other prospective offeror, and shall become a part of any subsequent contract. The Contracting Officer reserves the right to answer only such questions as have, in his opinion, a definite bearing upon the proposals to be submitted.

.1 Offerors shall acknowledge the receipt of all amendments to the solicitation by:

- .1 Signing and returning the amendment;
- .2 Identifying the amendment number and date in the space provided for this purpose on the "Solicitation, Offer and Award Form";
- .3 Letter, telegram, email or facsimile.

.2 The College must receive the acknowledgment by the time and at the place specified for receipt of offers.

.4 Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by the offeror in that manner is gratuitous and not binding.

.5 If this solicitation is amended, all terms and conditions that are not amended remain unchanged.

## **I.6 VENDOR'S TERMS AND CONDITONS**

Any proposed terms and conditions, including any form contracts which the Vendor proposes to use, shall be submitted by the solicitation due date as part of the offer.

## **I.7 WITHDRAWAL OF OFFER**

Vendors may modify or withdraw offers by submitting a written modification or withdrawal that is received prior to the time and date set for the proposal due date. No withdrawal or modifications shall be accepted after the time for opening of offers.

## **I.8 FAILURE TO SUBMIT OFFER**

Recipients of this solicitation not responding with a proposal should not return this solicitation, unless it specifies otherwise. Instead, they should advise the College by letter, fax, postcard or email, whether they

want to receive future solicitations for similar requirements. If a recipient does not submit a proposal and does not notify the College that future solicitations are desired, the recipient's name will be removed from the College's applicable mailing list.

## **I.9 BID PROTEST**

.1 An interested party may protest the solicitation or the award of a procurement contract. The protest must comply with SMCM Procurement Policies and Procedures, Section 8, "Protest and Claims." The protest shall be in writing and addressed to the Procurement Officer whose name and address appear on the cover sheet of these documents. The protest may be mailed to the following address:

St. Mary's College of Maryland  
Attn: Procurement Officer  
18952 E. Fisher Road  
St. Mary's City, MD 20686

or faxed to the attention of the Procurement Officer at (240) 895-4916.

.2 Protests based on alleged improprieties which are apparent before the proposal due date shall be filed before the proposal due date. Otherwise, protests shall be filled not later than seven (7) days after the basis for protest is known, or should have been known, whichever is earlier. All protests must be received by the Procurement Officer within this time limit or they will not be accepted.

## **I.10 BID/PROPOSAL AFFIDAVIT**

All Vendors must truthfully complete the Bid/Proposal Affidavit (Section H) form and submit it with their proposal. This Bid Affidavit will be incorporated by reference into the Contract. Therefore, it is the responsibility of the vendor to report to the college any changes in the Contract/Bid Affidavit information between the date it was submitted to the College and the effective date of the contract.

## **I.11 PUBLIC INFORMATION NOTICE**

Offeror should give specific attention to the identification of those portions of their proposal that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Contractors must clearly identify each and every section that is deemed to be confidential, proprietary or a trade secret (it is **NOT** sufficient to preface your proposal with a proprietary statement or to use a page header or footer that arbitrarily marks all pages as confidential). Any individual section of the offer that is not labeled as confidential with an accompanying statement concerning the rationale for its claimed confidentiality shall be considered public information.

## **I.12 CONTRACTOR REFERENCES**

Bidder shall provide five (5) references from jobs performed within the past three years which are similar in scope and size to this project. (See Attachment 3).

### **I.13 BID COMPOSITION, INVITATION FOR BID**

.1 Bidders are expected to examine the drawings, if any, specifications, Schedule, and all instructions. Failure to do so will be at the Bidders risk.

.2 Each bidder shall furnish the information required by the solicitation. The bidder and a witness shall sign the bid on Page 2 (SOLICITATION, OFFER AND AWARD) in blocks 16 and 17 as follows:

As an individual: Sign with full name and address and Taxpayer Identification number.

As a Partnership: SOLICITATION, OFFER AND AWARD FORM shall be signed by such member or members of the partnership as have authority to bind the partnership; provide also the complete legal name of the partnership, the state in which the partnership was formed, the address of the partnership's principal office, partnership's Taxpayer identification number, and the name and address of partnership's resident agent in Maryland.

As a Corporation: An officer of the corporation shall sign his/her full name, indicate his/her title and include the complete legal name of the corporation and address of the corporation's principal office. The corporate seal shall be affixed to the form. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority.

.3 For each item bid, bidders shall-

.1 Show the unit price, if required, including, unless otherwise specified, packaging, packing, and preservation; and

.2 Enter the extended price for the quantity of each item bid in the "Amount" column of the Schedule.

.4 In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

.5 Bids for supplies or services other than those specified will not be considered unless authorized by the solicitation.

.6 Bids shall contain the following: Signed Solicitation, Offer and Award form, Section B (SUPPLIES OR SERVICES AND PRICE/COST), Section H (BID/PROPOSAL AFFIDAVIT), signed Certification Regarding Investments in Iran form, Reference Sheet and MBE Form if required.

### **I.14 SUBMISSION OF BIDS**

.1 Bids, modifications, and revisions shall be enclosed, in the quantities specified in block No. 9 of the Solicitation, Offer and Award form in sealed envelopes. Address envelopes to St. Mary's College of Maryland 18952 E. Fisher Road, St. Mary's City, MD 20686-3001, Attn: Procurement Office Attn: (Mindy Moran, Senior Buyer) Bidders shall write "Bid Documents Enclosed" and write the



.2 Bidders are responsible for submitting bids and any modifications or revisions so as to reach the College office designated in the solicitation by the time specified in the solicitation. **Please Note: Both FedEx and UPS do not guarantee overnight delivery to SMCM.** Any bid, request for withdrawal, or modification of a bid that is not received at the designated location, time, and date set forth in the solicitation documents will be considered late and will not be considered. Delivery of the bid to the specified location at the prescribed time and date is the sole responsibility of the bidder. At the sole discretion of the Procurement Officer, exceptions may be made only when the reason for the late bid, late request for withdrawal or late modification of a bid, is due to the action or inaction of the College's personnel directing the procurement activity or their employees.

.3 If hand delivered, bids are to be delivered to the St. Mary's College of Maryland Procurement Office located in room 260 of Glendening Hall at 19095 Hill Commons Drive, St. Mary's City, MD 20686-3001

#### **I-15 AWARD-LOWEST PRICE SEALED BIDDING**

.1 The College will evaluate bids in response to this solicitation and award a contract without discussions to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the College considering only price and the price-related factors specified elsewhere in the solicitation.

.2 The College may –

- .1 Reject any or all bids;
- .2 Accept other than the lowest bid; and
- .3 Waive informalities or minor irregularities in bids received.

.3 The College may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

.4 A written award or acceptance of bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

.5 The College may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or sub line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the College even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

#### **I-16 NOTIFICATION OF LOW BIDDER**

Vendors may include a self-addressed stamped envelope with their bid and a copy of the bid tabulation sheet will be mailed back in the envelope or they may telephone the purchasing agent at (240) 895-4307 and request a copy of the bid tabulation sheet be faxed or emailed to them.

(End of Section I)