

ST MARY'S

COLLEGE of MARYLAND

The National Public Honors College

RFP No. SMC-24-40264

Tennis Complex Renovation

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NOTICE: Contractors who have received this document from a source other than eMaryland Marketplace Advantage should visit the State's emma.maryland.gov (eMMA) web site and register as a vendor. The College uses this web site to post solicitation and all solicitation amendments. The College does not maintain a Proposers/Bidders list. Contractors who fail to register with and obtain solicitation information from eMMA assume complete responsibility in the event that they do not receive all solicitation information prior to the closing date.

All questions are to be directed to Mr. Darry Green, Procurement Officer at dlgreen@smcm.edu
You are NOT to post questions on emarylandmarketplace.com

St. Mary's College of Maryland SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	4. PAGE
	RFP No. SMC-24-40264	<input type="checkbox"/> SEALED BIDS (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	October 12, 2023	1 OF PAGES 40

IMPORTANT – The “OFFER” section must be fully completed by offeror.

5. CONTRACT NO.	6. REQUISITION/PURCHASE REQUEST NO.	7. CONTRACT AWARD DATE:	8. TITLE Tennis Complex Renovation
9. ISSUED BY St. Mary's College of Maryland 18952 E. Fisher Road St. Mary's City, MD 20686-3001		10A. ADDRESS OFFER TO St. Mary's College of Maryland 18952 E. Fisher Road St. Mary's City, MD 20686-3001 Attn: Procurement Division	
10B. NAME: Darry Green	10C. EMAIL ADDRESS dlgreen@smcm.edu	10D. TELEPHONE NO. 240-895-4307	10E. FAX NO.

SOLICITATION

NOTE: In sealed bid solicitations “offer” and “offeror” mean “bid” and “bidder”.

11. ST. MARY’S COLLEGE OF MARYLAND REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS:

Solicitation, Offer and Award Form, The Schedule, Statement of Work, Supplementary Conditions, Solicitation Conditions and all Attachments including the General Conditions, Construction Plan Specifications and Construction Project Manual.

12. All work under this contract shall be completed by no later than August 1, 2024

13a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS (for bids over \$100,000.) (If “YES”, indicate within how many calendar days after award in Item 13b.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	13b. CALENDAR DAYS 10
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14. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and one (1) copy to perform the work required are due at the place specified in Item 10A by **4:00 PM** local time **November 14, 2023**. Sealed envelopes containing offers shall be marked to show the offeror’s name and address, the solicitation number, and the date and time offers are due.

b. Pre-Bid Site Visit Date: October 23, 2023, Time: 10:00 AM

c. RFI Questions Due Date: November 3, 2023

OFFER SECTION (Must be fully completed by Offeror)

15. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (120) 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.

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

<i>documents numbered and dated:</i>				
18A. NAME AND ADDRESS OF OFFEROR			18B. TELEPHONE, FACSIMILE NO. AND EMAIL ADDRESS: Tel No. _____ Fax No. _____ Email Address: _____	
19A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFEROR (<i>Type or print</i>)		19B. SIGNATURE		19C. DATE
20A. WITNESS (<i>Type or print</i>)		20B. SIGNATURE		20C. DATE
21. TAXPAYER IDENTIFICATION NUMBER:		22. STATE OF ORIGINATION (<i>If required</i>):		23. NAME AND ADDRESS OF RESIDENT AGENT IN MARYLAND (<i>If required</i>):

24. 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, drawings, specifications, etc. and your offer/bid, and (b) this contract award. No further contractual document is necessary.

25. ACCEPTED AS TO ITEMS NUMBERED	26. AMOUNT	27. ACCOUNTING INFO:	
28A. NAME OF WITNESS (<i>Type or print</i>)		29A. NAME OF CONTRACTING OFFICER (<i>Type or print</i>)	
28B. SIGNATURE OF WITNESS		29B. SIGNATURE OF CONTRACTING OFFICER	30. AWARD DATE

COUNTERSIGNATURE IF REQUIRED

31A. NAME OF WITNESS (<i>Type of print</i>)	32A. NAME AND TITLE OF COUNTERSIGNER (<i>Type or Print</i>)
31A. SIGNATURE OF WITNESS	32B. SIGNATURE OF COUNTERSIGNER

THE SCHEDULE

1. GENERAL DESCRIPTION

Contractor shall provide below pricing to furnish all necessary supplies, equipment, materials and labor for the renovation of the Tennis Courts Complex as outlined in the Construction Project Manual and Project Plan documents.

2. SCHEUDLE

Item No.	Description	Price
1.	Tennis Courts Complex Construction Services	\$ _____
2.	Pavilion and Interior Walkway Construction Services	\$ _____
3.	Walkways, Pads for Bleachers and Bleachers Construction and Installation Services	\$ _____
4.	Rebound Board Construction and Installation Services	\$ _____
5.	Replace Concrete Walkways with Asphalt Walkways	\$ _____
6.	Contingency NTE 5%	\$ _____

TOTAL BID PRICE (Items 1 -6) \$ _____ (End of the Schedule)

STATEMENT OF WORK

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1. BACKGROUND

St. Mary's College ("the College"), is an agency of the State of Maryland that is governed by its own independent Board of Trustees. The College is located within historic St Mary's City, the first capital of the State of Maryland and a federally designated national historic district. The College offers an undergraduate liberal arts education to a highly qualified student body of 1,800 students. This academic and student-centric mission is supported by a sustainable master-planned campus of richly detailed brick buildings and biodiverse landscaping nestled on the banks of the St Mary's River.

St. Mary's College of Maryland is named for the place it marks: the 17th-century historic original capital of Maryland. The spectacular waterfront setting is in the heart of the Chesapeake Bay region. The campus is 75 miles southeast of Washington, D.C. and 97 miles south of Baltimore.

The purpose of this solicitation is to contract with a firm for the renovation of the existing Tennis Courts complex near the Michael P. O'Brien Athletic and Recreation Center. (See Attachment No. 5 Campus Map) The tennis courts were originally installed in the early 2000s and have been repaired on multiple occasions since their construction. Renovating the current battery of playing surfaces is needed to ensure our varsity athletic programs are provided with the best playing surfaces possible as well as supporting those in the local community who enjoy playing tennis recreationally.

2. SCOPE AND DESCRIPTION OF WORK

Contractor will provide all labor and materials for the demolition of existing site features to include, but not limited to, the existing tennis courts complex, chain link fence perimeter fencing, adjacent pedestrian walkways, and other appurtenances as detailed in the Contract Documents. The construction of bituminous pavement tennis courts includes the installation of tennis nets, posts, new perimeter fencing, portable bleacher, and other appurtenances, as detailed in the Contract Documents. Various site improvements to include landscaping, concrete walkways, pavilion area, and all other requirements, as detailed in the Contract Documents. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site. Existing lighting system (Poles, foundations, panels, conduit, infrastructure, etc.) shall remain and be protected. Contractor shall be responsible for repair, replacement, rerouting of conduit and wiring as necessary to perform work. Providing and restoring, where appropriate, all temporary facilities. All other work indicated on the enclosed specifications documents entitled, Construction Documents and Construction Plan.

3. OCCUPANCY

The Michael P. O'Brien Athletic and Recreation Center adjacent building will be occupied by College personnel during the performance of the work.

4. CONTRACTOR'S ACCESS, STAGING AREA AND PARKING

The College has identified a location for the Contractor's use for staging and equipment storage. Preparation of that area and its restoration to its preconstruction condition are the responsibility of the Contractor. Contractor shall meet Maryland Department of the Environment sediment and erosion control requirements, install fencing and provide necessary security elements at Contractor's expense.

Pedestrian access along the brick path adjacent to the Staging and Storage area shall remain clear and useable throughout the project.

Contractor shall share the use of the Loading Dock on the west side of the building for access or deliveries during normal working hours. All damage to the dock, building, paving or landscaping in this area due to Contractor's use shall be restored at the Contractor's expense.

Contractor shall protect the elevators, stairwells, corridors, offices, classrooms, and doors from damage throughout construction. All damaged finishes due to contractor's use shall be restored at the Contractor's expense. Contractor's personnel may park vehicles at the designated areas only, and coordinate this location with the SMCM Public Safety office.

Contractor shall provide its own restroom facilities for the comfort and hygiene of its employees and its subcontractor's personnel. No use of the buildings restrooms is permitted.

5. COORDINATION WITH UTILITIES

Contractor is responsible for locating and documenting all existing utilities, cables, wires and pipes. Damage to existing utilities shall be repaired at the Contractor's sole expense.

6. ARCHAEOLOGY

The grounds of the College are a designated Historic Landmark. No penetration of the soil shall be started without first informing the College of the location and extent of the proposed work, and shall not be executed without observation by SMCM personnel.

7. SALVAGE, WASTE, TRASH, RECYCLING

Contractor may NOT use the College's dumpsters for disposal of construction related waste. See GENERAL CONDITIONS for waste requirements. Contractor shall use its best efforts to recycle materials for which there is opportunity to recycle.

Certain items removed during demolition are to be retained for reuse or saved for College's use. These items include, but may not be limited to interior doors, ceiling tiles, and light fixtures. Contractor is to use its best efforts to prevent damage to these items. If damaged during removal renders any item identified for reuse non-functional or otherwise unsuitable; and a new item of comparable type shall be provided at the Contractor's expense.

8. CONTINGENCY

The Contractor shall include in the GMP a Construction Contingency Fund ("CCF") equal to five percent (5%) of the direct costs of its bid. The CCF is increased by any credits which may derive from savings in

the project. The College may increase or replenish the CCF via Change Order at its sole discretion. Use of funds in the CCF to pay expenses not included in the direct costs of the GMP is subject to prior approval of the Project Manager. Use of the CCF funds does not increase the GMP. The Contractor shall maintain an accounting of the CCF throughout the project. At final completion the unspent balance in the CCF shall be credited to the College as a deductive Change Order.

9. CONTRACTOR'S PERSONNEL

Contractor's personnel include its direct employees and the employees of its subcontractors, supplier and agents. Contractor's personnel shall not gather beyond the construction zone or in parking lots. Contractor's personnel shall respect the College's rules of behavior and avoid interactions with students, faculty and staff. Contractor's personnel shall not smoke, spit, play music (except using headphones if permitted by Contractor), nor shall they in proximity of College faculty, staff or students speak, shout or display on their person political statements, candidate endorsement or commentary on current social issues. Contractor's personnel who fail to meet these conditions or otherwise disturb the peaceful learning environment of the campus may be subject to removal from the job.

10. HAZARDOUS MATERIALS

See the General conditions regarding Contractor's obligations regarding Hazardous Materials.

11. COLLEGE'S DESIGNATED PERSONNEL

The College's Project Executive, Project Manager and Inspector will be named in the Notice to Proceed.

12. SCHEDULE

All construction work and inspections shall be completed by August 1, 2024.

Contractor shall prepare an INITIAL SCHEDULE and submit this with its bid. The Initial schedule shall include a proposed start date, end date, sequence of activities with their durations and interdependencies, lead times for equipment and proposed phasing showing timeframes and areas where College's Personnel must vacate their offices for more than one day.

A FINAL SCHEDULE as per the General Conditions shall be submitted after contract award.

(End of Statement of Work)

SOLICITATION CONDITIONS

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1. 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 a vendor objects to any of the terms and conditions of this Solicitation, the vendor must identify and explain its objections in its bid. The College reserves the right to reject as non-responsive any bid that objects to any of the terms and conditions of this Solicitation.

.2 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

2. TYPE OF CONTRACT

The College contemplates award of a firm fixed-price contract for the services described in this solicitation.

3. COLLEGE ESTIMATE

The college estimates the value of this project at approximately \$600,000.00

4. PRE-PROPOSAL CONFERENCE/SITE VISIT

All bidders are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

A pre-proposal conference and site visit will be conducted at 10:00 am on October 23, 2023 at the Tennis Complex (#39 on Campus Map).

5. MINORITY BUSINESS PARTICIPATION

.1 PURPOSE

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the solicitation. MBE performance must be in accordance with this article, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out its requirements set forth in the attached MBE documents. (RFP Attachment No. 4)

MBE Goals and Sub Goals

.1 Establishment of Goal and Subgoals:

An overall MBE subcontractor participation goal of MBE goal percentage 13% % of the total contract dollar amount has been established for this procurement.

In addition, the following subgoals have been established for this procurement:

- 3% for African-American MBEs,
- 0% for Asian-American MBEs,
- 0% for Hispanic-American MBEs, and
- 10% for Woman-Owned MBEs.

Notwithstanding any subgoals established above, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

.2 MBE Attachments 1 to 5. The following Minority Business Enterprise participation instruction and forms are provided to assist Bidders/Offerors (See **RFP Attachment No. 8**):

MBE Attachment -1A MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule
(MUST BE SUBMITTED WITH BID/PROPOSAL)

MBE Attachment -1B Waiver Guidance

MBE Attachment -1C Good Faith Efforts Documentation to Support Waiver Request

MBE Attachment -2 Outreach Efforts Compliance Statement

MBE Attachment -3A MBE Subcontractor Project Participation Certification

MBE Attachment -3B MBE Prime Project Participation Certification

MBE Attachment -4A Prime Contractor Paid/Unpaid MBE Invoice Report

MBE Attachment -4B MBE Prime Contractor Report

MBE Attachment -5 Subcontractor/Contractor Unpaid MBE Invoice Report

.3 A Bidder/Offeror shall include with its Bid/Proposal a completed MBE Utilization and Fair Solicitation Affidavit (**MBE Attachment No. _1A**) whereby:

(a) The Bidder/Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and

(b) The Bidder/Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Bid/Proposal submission. The Bidder/Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.

(c) A Bidder/Offeror requesting a waiver should review Attachment No. _1B (Waiver Guidance) and _1C (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request. ***If a Bidder/Offeror fails to submit a completed MBE Attachment No. _1A with the Bid/Proposal as required, the Procurement Officer shall determine that the Bid is non-responsive or the Proposal is not reasonably susceptible to being selected for award.***

.4 Bidders/Offerors are responsible for verifying that each of the MBE(s) (including any MBE primes and/or MBE primes participating in a joint venture), selected to meet the goal and any subgoals and subsequently identified in **MBE Attachment _1A** is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.

.5 Within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Bidder/Offeror must provide the following documentation to the Procurement Officer.

- (a) Outreach Efforts Compliance Statement (**MBE Attachment No. 2**);
- (b) MBE Prime/Subcontractor Project Participation Certification (**MBE Attachment No. 3A/3B**);

(c) If the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.

(d) Any other documentation required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.

If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award. If the Contract has already been awarded, the award is voidable.

.6 A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, MD 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.md.state.md.us/directory/>. The most current and up-to-date information on MBEs is available via this website. **Only MDOT certified MBEs may be used to meet the MBE subcontracting goals.**

.7 The Contractor, once awarded a Contract, will be responsible for submitting or requiring its subcontractor(s) to submit the following forms to provide the state with ongoing monitoring of MBE Participation:

- (a) **MBE Attachment No. 4A** (Prime Contractor Paid/Unpaid MBE Invoice Report);

- (b) **MBE Attachment No. 4B** (MBE Prime Contractor Report);
- (c) **MBE Attachment No. 5** (MBE Subcontractor/Contractor Unpaid MBE Invoice Report).

.8 A Bidder/Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (Attachment No. _ -1C) and all documentation within ten (10) working days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in **COMAR 21.11.03.11**.

.9 All documents, including the MBE Utilization and Fair Solicitation Affidavit * MBE Participation Schedule (**Attachment No. 1A**), completed and submitted by the Bidder/Offeror in connection with its certified MBE participation commitment shall be considered a part of the resulting Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Bid/Proposal for order of precedence purposes (See RFP/Contract Attachment 8, entitled **MBE Attachment Forms**).

.10 The Bidder/Offeror is advised that liquidated damages will apply in the event that Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions (See above Clause No. E-2_ of the Special Contract Requirements).

.11 As set forth in COMAR 21.11.03.12-I(D) when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation sub-goals, if any, established for the contract.

In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule (MBE Attachment No. 1A) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the sub-goals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule (Attachment No.11A)) used to meet those goals. If dually-certified, the MBE prime can be designated as only one of the MBE classifications but can self-perform up to 100% of the stated sub-goal.

As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract.

.12 With respect to Contract administration, the Contractor shall:

- (a) Submit by the 10th day of each month to the Agency's designated representative:

(i) A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment No. _-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and

(ii) If Applicable) An MBE Prime Contractor Report (Attachment No. 4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.

(b) Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit by the 10th day of each month to the College's designated representative an MBE Subcontractor Paid/Unpaid Invoice Report (Attachment No. 5) that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding thirty (30) days, as well as any outstanding invoices, and the amounts of those invoices.

(c) Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.

(d) Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.

(e) Upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

6. MBE SOLICITATION AND CONTRACT FORMATION

A bidder or offeror must include with its bid or offer a completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment No. 3A / 3B) whereby:

.1 the bidder or offeror acknowledges the certified MBE participation goal or request a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.

.2 the bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment

of certified MBEs at the time of submission. The bidder or offeror shall specify the percentage of contract value and the items of work associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a bidder or offeror fails to submit (Attachment No. 3A / 3B) with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Within ten (10) working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the above Article 5 required documentation in to the Procurement Officer.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

!!PLEASE NOTE THAT THE COLLEGE HAS SET A 13% MBE SUBCONTRACTING GOAL FOR THIS PROJECT. REQUEST FOR WAIVER WILL BE EVALUATED IN STRICT ACCORDANCE WITH THE MARYLAND CODE, STATE FINANCE AND PROCUREMENT ARTICLE, SECTION 14-302!!

7. SURETY BOND ASSISTANCE PROGRAM

Small businesses may qualify for assistance in obtaining bid, performance and payment bonds through the Maryland Small Business Development Financing Authority (MSBDFa). MSBDFa can directly issue bid, performance or payment bonds up to \$5 million. MSBDFa may also guarantee up to 90% of a surety's losses resulting, from a contractor's breach of a bid, performance or payment bond or \$1,350,000, whichever is less. Bonds issued directly by the MSBDFa Surety Bond Program (Program) will remain in effect for the term of the contract. Bond guarantees will remain in effect for the term of the bond.

To be eligible for bonding assistance, an applicant must:

- .1** Have its principal place of business in Maryland or be a Maryland resident;
- .2** First be denied bonding by at least one surety in both the standard and specialty markets within 90 days of submitting a bonding application to MSBDFa;
- .3** Employ fewer than 500 full-time employees or have gross sales of less than \$50 million annually;
- .4** Not subcontract more than 75 percent of the work;
- .5** Have good moral character and a history of financial responsibility;
- .6** Demonstrate that the contract will have a substantial economic impact;
And
- .7** Never have defaulted on any loan or financial assistance made or guaranteed by MSBDFa.

Applicants are encouraged to apply for assistance under the Program through their respective bonding agents. Questions regarding the bonding assistance program should be referred to:

Maryland Small Business Development Financing Authority
c/c Meridian Management Group, Inc.
826 East Baltimore Street
Baltimore, MD 21202
Phone: (410) 333-2548
Fax: (410) 333-2552
Email: mmgdeal@mmggroup.com

8. 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 bids, to accept or reject any and all bids 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.

9. INTERPRETATIONS AND AMENDMENTS

.1 Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it writing no later than ten (10) calendar days prior to the date established for receipt of offers. 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 Mr. Darry Green, Procurement Officer at dlgreen@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 offerors 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, or;
- .2 Identifying the amendment number and date in the space projected for this purpose on the "Solicitation, Offer and Award Form", or;
- .3 Letter or telegram, email; or

.4 Facsimile, if facsimile offers are authorized in the solicitation.

.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 offerors in that manner is gratuitous and not binding.

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

(End of Provision)

10. GENERAL INFORMATION

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

.2 Bidders 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 bidder undertakes to perform upon submission of his bid. Bidders shall be qualified, competent and amply able to finance and perform the work in a proper and satisfactory manner.

11. 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.

12. VENDOR'S TERMS AND CONDITONS

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

13. BID/PROPOSAL AFFIDAVIT

All Vendors must truthfully complete the Bid/Proposal Affidavit Attachment No. 3 form and submit it with the Bid. This Bid/Proposal Affidavit will be incorporated by reference into the Contract Affidavit which is an exhibit to the procurement 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.

14. PUBLIC INFORMATION NOTICE

Bidders should give specific attention to the identification of those portions of their bid 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 Maryland Public Information Act, General Provisions Title 4, 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 proposal that is not labeled as confidential with an accompanying statement concerning the rationale for its claimed confidentiality shall be considered public information.

15. SUBMISSION OF OFFERS

.1 Proposals, modifications, and revisions shall be enclosed, in the quantities and manner specified in the Proposal Composition – Source Selection Procedures article of this section. Address envelopes to St. Mary's College of Maryland 18952 E. Fisher Road, St. Mary's City, MD 20686-3001, Attn: Procurement Office Attn: Darry Green. Offeror shall write "Bid Documents Enclosed" and write the solicitation number, time and date for receipt of bids on the exterior of the package on the same side as the address.

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

.3 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

.4 Electronic proposal copies are authorized for this solicitation and are optional, may be provided as part of your bid submission. Your electronic bid submission will be considered delivered if received by the Bid Due Date and the required hard copies are also received within 48 hours of the due date. Electronic bid copies must be emailed to the attention of Darry Green at dlgreen@smcm.edu. Electronic bids should include password protected files in Adobe PDF format with separate files for Technical and Price Proposals. Additional electronic file formats such as MS Excel may be requested of Qualified Offerors during the evaluation process. Electronic copies of proposals or proposal sections may

be requested by Procurement Officer after hard copy bid submission for evaluation purposes.

16. WITHDRAWAL OF BIDS

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

17. FAILURE TO SUBMIT BID

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 bid 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.

18. BID ACCEPTANCE PERIOD

In compliance with the solicitation, the bidder agrees, if this bid is accepted within one hundred-twenty (120) calendar days from the date specified in the solicitation for receipt of bids, to furnish any or all items upon which prices are bid at the price set opposite each item, delivered at the designated point(s), within the time specified in the contract specifications.

19. PROPOSAL COMPOSITION – SOURCE SELECTION PROCEDURES

.1 Proposal shall be submitted in two major subdivisions: Technical Proposal whose content and arrangement shall be as describe in the article, ‘INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL’ of this section, and a Price Proposal, which shall be prepared in detail on a basis as described and set forth in the article entitled, ‘INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL’ of this section.

.2 The Technical Proposal and the Price Proposal portions of each proposal tendered by any offeror shall each be enclosed in a separate sealed package, identified on its outer surface as to content in the manner prescribed in the article entitled ‘INSTRUCTIONS TO OFFERORS’ of this section and submitted in the following number of copies:

- (1) Technical Proposal – One original and one (1) copy.
- (2) Price Proposal – One original and one (1) copy.

.3 Each offeror may submit one or more proposals; however, each proposal shall be configured as described above, shall be considered on its own merits as to the completeness of submissions, and shall not share required documentation, bonding or other requirements of submission with any other proposal submitted by the same offeror.

20. INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL SOURCE SELECTION PROCEDURES

.1 The Technical Proposal shall consist of Relevant Experience and Past Performance and be contained in three ring binders, binder clips, rings or other method that allows the material to be viewed and removed easily. Spiral binding is strongly discouraged.

(1) Evaluation Factor 1 – Relevant Experience and Past Performance

Offeror must demonstrate that the offeror has the general experience in general construction contracting and renovations to successfully complete the project. Offeror shall provide evidence that it possess at least ten (10) years of general construction experience. Has consistently completed projects that achieve a quality of work that meets the requirements of the contract. Consistently submitted for approval product data, shop drawings, samples and other submittals that were complete, accurate and consistent with the requirements of the contract. Achieved substantial completion as originally scheduled, or as modified by owner-approved change order. Consistently completed projects with minimal punch-list and have corrected punch-list work expeditiously. Consistently responded to warranty work in an expeditious and acceptable manner and executed projects in a collaborative manner with excellent communication among Contractor, owner and A/E team. Offeror shall demonstrate its competency to perform for an institutional, cultural and/or academic client. Offeror must demonstrate that the Key Personnel proposed for the project have the knowledge, experience and satisfactory references to successfully complete the project. Higher scores will be given to those firms who demonstrate successful completion of projects involving the construction and/or renovations to scientific labs.

(3) Factor 2 – Management Plan/Technical Approach

Evaluation of the Management Plan is intended to identify those offerors with the knowledge, expertise, experience, resources and best management practices and procedures to fulfill the requirements of the contract. Proposals will be evaluated to determine the degree to which the offeror’s Management Plan offers enhanced value or lower risk to the College. In addition, proposals will be evaluated to determine whether, and the extend to which, the offeror has proposed an on-site staffing mix with satisfactory experience, including experience working on comparable projects, education, knowledge and capability to perform work requirements. Has proposed an organizational structure and management that clearly demonstrates that functions and relationships are logically and clearly defined; that on-site managers have adequate authority to effectively manage the facilities; and that adequate support is available from the home office when needed. Has provided a detailed narrative describing the proposed management systems which demonstrate that adequate methods are in place to ensure that high levels of quality and cost control will be maintained; and demonstrates adequate safety and sanitary programs are in place.

**21. INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL
SOURCE SELECTION PROCEDURES**

.1 Offerors are expected to examine the drawings, if any, specifications, Section B – Supplies or Services and Price/Cost pages and all instructions. Failure to do so will be at the offerors risk.

.2 Each offeror shall furnish the information required by the solicitation. The offeror(s) and a witness shall sign the offer on Page 2 of the Solicitation, Offer and Award form in blocks 16 and 17 as follows:

As an individual: Sign with the full name, 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 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 near the signature. Provide also the state in which the corporation was incorporated, the corporation's federal tax identification number, and the name and address of the corporation's resident agent in Maryland.

Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority.

.3 For each item offered, offerors 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 offered 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. Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

.5 Price Proposal shall contain the following: Signed Solicitation, Offer and Award form, The Schedule, Bid/Proposal Affidavit, MBE Forms, and Bid Guarantee.

22. EVALUATION CRITERIA

.1 General Requirements. The evaluation criteria to be used by the College for the selection of a Contractor to perform the work specified herein are defined below. The criteria are divided into Technical and Price categories. The Technical Evaluation Criteria, when combined are significantly more important than price. However, as the difference in technical merit between the proposals becomes less significant, the relative importance of the proposed prices will increase.

.2 Technical Evaluation Criteria – The criteria to be used in assessing the quality of each proposal are listed below. For purposes of the evaluation the factors are considered equal in importance. The Technical criteria, considered together, are more important than Cost/Price.

.3 Factor 1 – Relevant Experience and Past Performance

Evaluation of the Relevant Experience and Past Performance is intended to identify those offerors who have provided evidence that he/she has successful experience with current, or recently completed contract(s) within the last ten (10) years for providing general construction and renovations services of a similar nature to those contemplated in this solicitation and to institutions of similar size and nature to SMCM. The Offeror will be evaluated on the extent of successful completion of similar services, taking into consideration the degree of client satisfaction. Higher ratings/scores will be given to Offerors whose

performance on similar services has exhibited the most success and client satisfaction Proposals and Past Performance information received from customer references will be evaluated to determine whether, and the extent to which, the offeror has demonstrated a satisfactory record of conforming to contract requirements and to high standards of services provided; a satisfactory record of forecasting and controlling cost; a satisfactory record of completing contracts within budget; a satisfactory record of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, evidence of a business-like concern for the interest of the customer. In investigating the Offeror's past performance, the College will consider information submitted by the Offeror and may consider information from other sources.

Price Proposal

Each offeror's price proposal will be evaluated to determine whether it demonstrates cost/price realism.

As noted above, the technical criteria are considered by the Contracting Officer to be significantly more important than the proposed price. However, as the difference in technical merit between proposals becomes less significant, the relative important of price will increase.

23. CONTRACT AWARD – SOURCE SELECTION PROCEDURES

.1 The College will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the College, cost or price and other factors, specified elsewhere in this solicitation, considered.

.2 The College may –

- .1 Reject any or all offers if such action is in the College's interest;
- .2 Accept other than the lowest offer; and
- .3 Waive informalities and minor irregularities in offers received.

.3 The College intends to evaluate proposals and award a contract without discussions with offeror. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The College reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

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

.5 A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the College may accept an offer (or part of an offer as provided in Paragraph .3 of this clause), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the College.

.6 The College may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exist when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the college.

24. NOTIFICATION OF CONTRACT AWARD

The College will provide the notification of award results by issuance of written letter to all bidders who have submitted a proposal by the due date. Award results letter will be limited to details that include the award contract value and awardee firm name, no other details will be disclosed within the notice. Any additional information regarding your bid evaluation results must be requested in writing and a written response will be provided.

(End of Solicitation Conditions)

**SUPPLEMENTARY
CONDITIONS**

CONSTRUCTION

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1. 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.

2. 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

3. 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. All crimes and emergencies that occur on the campus are to be reported to the Office of Public Safety at (240) 895-4911.

4. COLLEGE POLICIES, RULES AND REGULATIONS

The Contractor agrees to abide by 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.

5. PRE-EXISTING REGULATIONS

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

6. MARYLAND LAW PREVAILS

The provisions of this contract shall be governed by the laws of Maryland.

7. QUALIFICATIONS

By submitting a bid, the vendor certifies and affirms that it has the knowledge, experience, skills, equipment and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project.

8. QUALIFICATION 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.

9. REGISTRATION

Pursuant to 7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, 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.

10. LICENSES, REGISTRATION AND QUALIFICATIONS

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. See, e.g., Md. Bus. Reg. code Ann., title 8 and Title 17, subtitle 6. 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.

11. 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.

12. 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.

13. EMPLOYEE CONDUCT

The Contractor is responsible for all of its 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.

14. 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.

15. 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.

16. 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

17. CONTINGENT FEE PROHIBITION

The Contractor, architect, or engineer (as applicable), 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.

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.

19. 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.

20. 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.

21. EPA COMPLIANCE

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

22. 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.

23. 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.

24. FINANCIAL DISCLOSURE

Contractor shall comply with the State Finance and Procurement Article, § 13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State and receive in the aggregate \$200,000 or more during the calendar year, shall within 30 days of the time when the \$200,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

25. POLITICAL CONTRIBUTION DISCLOSURE

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal

corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contractor was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Election website: http://www.elections.state.md.us/campaign_finance/index.html.

26. 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, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information or any other unlawful use of characteristics, physical or mental disability of a qualified individual with a disability, protected veteran status or other characteristic protected by law, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a) above, in any underlying 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 substances of this clause.

27. COMMERCIAL NON-DISCRIMINATION CLAUSE

A. 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, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test 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 customer, 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 termination of this Agreement, disqualification of Contractor from participating 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.

B. As a condition of entering into this Agreement, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, 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 to 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 are 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.

28. AFFIRMATIVE ACTION NOTICE

The College is committed to the principles of equal employment opportunity. As a covered educational institution bound by Executive Order 11246; the Vietnam Era Veterans Readjustment Assistance Act of 1974; and Section 503 of the Rehabilitation Act of 1973, as amended, the College maintains an affirmative action plan and hereby states as its Policy of Affirmative Action the following:

- It will be the policy of the college to recruit, hire, train and promote persons in all job titles without regard to sex, gender identity, sexual orientation, race, color, religious creed, national origin, ethnicity, physical or mental disability, protected veteran status, or any other characteristic protected by law.
- All employment decisions shall be consistent with the principle of equal employment opportunity, and only job-related qualifications will be required.
- All terms and conditions of employment will be administered without regard to an individual's sex, gender identity, sexual orientation, race, color, religious creed, national origin, ethnicity, physical or mental disability, protected veteran status, or any other characteristic protected by applicable law.

For employee placement firms: We request that you refer to the College all qualified candidates, including women, individuals of color, protected veterans, and individuals with disabilities.

29. NON-HIRING OF OFFICIALS AND EMPLOYEES

No official or employee of the State of Maryland as defined under Maryland General Provisions Article, §5-101, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall, during the pendency and/or term of this contract and while serving as an official or employee of the State, become or be an employee of contractor or any entity that is a subcontractor on this contract.

30. 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.

31. PAYMENT OF STATE OBLIGATIONS

Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, 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.

The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

(1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued: and

(2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The State is not liable for interest:

(1) Accruing more than one year after the 31st. day after the agency receives the proper invoice; or

(2) On any amount representing unpaid interest.

Charges for late payment of invoices are authorized only 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.

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

Invoices shall contain the following information: Contract Number, Purchase Order Number and Contractor's Federal ID number or Social Security Number, and other information as 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 items 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 mailed to:

Accounts Payable
St. Mary's College of Maryland
47645 College Drive
St. Mary's City, MD 20686-3001

For information regarding billing please call (240) 895-4238 or 4308
Accounts Payable Fax Number: (240) 895-4916

32. 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.

33. 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.

34. 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.

35. COST AND PRICE CERTIFICATION

The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

.1 A negotiated contract, if the total contract price is expected to exceed \$100,000 or a smaller amount set by the procurement officer; or

.2 A change order or contract modification, expected to exceed \$100,000 or a smaller amount set by the procurement officer.

.3 The price under this Contract and any change order or modification hereunder, including profit or, fee shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

36. OWNERSHIP OF DOCUMENTS, EQUIPMENT AND MATERIALS

.1 Ownership. Contractor agrees that all documents, equipment, and materials including but not limited to reports, drawings, studies, specifications, estimates, maps, software, photographs, designs, graphics, mechanical, artwork, and computations prepared by or for, or purchased by or for, Contractor because of this Contract shall at any time during the term of the contract be available to The College and shall become and remain the exclusive property of The College upon termination or completion of the services. The college shall have the right to use same without restriction and without compensation to Contractor other than that provided in this Contract. The College shall be the owner for purposes of copyright, patent, or trademark registration, and Contractor hereby transfers to the College any rights it may have in the work produced pursuant to this contract. Contractor agrees that at all times during the term of this Contract and thereafter, the works created and services performed shall be “works made for hire” as that terms is interpreted under copyright law. To the extent that any products created under this Contract are not works made for hire, Contractor hereby transfers and assigns to the College all if its rights, title and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the College in effectuating and registering any necessary assignment.

.2 Third party: Indemnification. If Contractor obtains or uses for purposes of this Contract or any subcontracts any design, device, material, process, or work covered by patent, copyright, or trademark, Contractor shall ensure the College is licensed to possess and to use such design, device, material, process, or work. Contractor shall indemnify the State, the College and their officials, agents, and employees with respect to any claim, action, cost, or judgment for patent, trademark, or copyright infringement, arising out of the possession or use of any design, device, material, process, supplies, equipment, services or other work covered by this Contract.

37. RESPONSIBILITY OF CONTRACTOR

Contractor shall perform the services with that standard of care, skill, and diligence normally provide 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. This obligation is in addition to and not in substitution for any other remedy available to the College.

38. 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 SMCM 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 SMCM 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.

39. BID, PERFORMANCE AND PAYMENT BONDS

.1 Bid, Performance and Payment bonds are required when the amount of the bid, including base bid and any alternates, is in excess of \$100,000. (Attachment No. 5)

.2 Bid bonds shall be in an amount equal to twenty percent (20%) of the total bid amount including base bid and any alternates and must be included with the bid package.

.3 Performance and Payment bonds shall be in the full amount of the contract price. The College will provide the contractor with copies of the Performance and Payment Bonds forms which must be executed and returned to the College within ten (10) days from date of award of contract.

.4 The premiums for the bonds shall be paid by the Contractor.

.5 At the direction of the College, the Contractor may be required to increase the amount of the bonds; for such additions the Contractor will be reimbursed by the College for the actual cost of the increased bond premium. Whenever the amount of the Contractor's bonds is increased at the College's request, the College must receive proof of the increase in satisfactory form from the surety. The College will not be liable to the Contractor for any increase in bonds not requested by the College.

.6 The College may reject a bidder as being not responsible if the bidder fails to furnish performance and payment bonds from a surety which the College determines has not, in the past, responded diligently and in good faith to bond claims, if any, of the State or of subcontractors and suppliers.

.7 Should the College declare the Contractor to be in default, the Surety will be obligated to perform in accordance with the executed performance bond.

.8 If the College declares the Contractor to be in default, the surety has no right to require the College to contract with a contractor of the surety's choosing. The surety must either (1), complete the project or cure the default or (2), allow the College to complete the project or cure or remedy the default, with the surety to remain liable to the College for excess completion costs and other damages.

.9 Performance bonds secure, for the benefit of the College, proper performance of all obligations of the Contractor to the College under the contract. Performance bonds do not secure subcontractors or suppliers at any tier against nonpayment by the Contractor or others.

40. 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 products/completed operations; and
 - \$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 \$1,000,00 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 certificated 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.

41. INDEMNIFICATION

.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the College and the Architect and their agents, employees, officers and their agents, employees, officers, and trustees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage or loss or expense (1) is attributable to actual or threatened bodily injury, sickness, disease or death, or to actual or threatened injury to or destruction of tangible property including the loss of use resulting therefrom, and including but not limited to purely economic loss, and (2) is caused in whole or in part by any failure by the Contractor or its Subcontractors or Suppliers at any tier to perform any requirement of the Contractor by any negligent act or omission on the part of the Contractor, its Subcontractors or Suppliers at any tier, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a

party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Clause.

.2 In any and all claims against the College or the Architect or any of their agents, employees, officers, or trustees by any employee of the Contractor, any Subcontractor or supplier at any tier, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them are liable, the indemnification obligation under this Clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or supplier under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

.3 The College has no obligation to provide legal counsel or defense to the Contractor or its Subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract, against the Contractor or its Subcontractors as a result of or relating to the Contractor's obligations under this Contract. The College has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its Subcontractors as a result of or relating to the Contractor's obligations under this contract. The Contractor shall immediately notify the Purchasing Agent by phone with a follow-up in writing within two days 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 obligations under the Contract. The contractor will 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.

42. 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. Further, the Contractor acknowledges that it has received no assurances of any minimum amount or type of work or any minimum amount of compensation under this Contract.

43. REPRESENTATION

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

44. ELECTRONIC TRANSACTIONS

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

45. NOTICES

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

Mr. Darry Green
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 *(provide address and contact if other than provided in section 14. of Solicitation Offer and Award Form)*:

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

46. BID/PROPOSAL AFFIDAVIT BY CONTRACTOR

All terms and conditions of the Bid/Proposal Affidavit, attached as Attachment No.3, are made a part of this contract.

47. MINORITY BUSINESS PARTICIPATION

An overall MBE subcontractor participation goal of **13%** of the total Contract dollar amount has been established for this procurement as further specified in Solicitation Conditions, Article 5.

Notwithstanding any subgoals established above, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

48. MBE LIQUIDATED DAMAGES

The Contract requires the Contractor to make good faith efforts to comply with the Minority Business Enterprise (“MBE”) Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur economic damages and losses, including, but not limited to, loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and pertinent MBE Contract provision. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult or impossible to ascertain with precision and that liquidated damages represent a fair, reasonable, and appropriate estimation of damages.

.1 Upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or pertinent MBE Contract provisions and without the State being required to present any evidence of the amount or character of actual damages sustained, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty. The Contractor expressly agrees that the State may withhold payment on any invoices as an offset against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed-upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of each violation.

.1 Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B(3): **\$31.25** per day until the monthly report is submitted as required.

.2 Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B(4): shall be assessed at \$62.50 per week per MBE subcontractor.

.3 Failure to comply with COMAR 21.11.03.12 in terminating, canceling or changing the scope or work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm of the Contract.

.4 Failure to meet the Contractor's total MBE participation goal and sub-goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

.5 Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of the Contract: **\$31.25** per day until the undisputed amount due to the MBE subcontractor is paid.

.2 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Contract and to exercise any and all other rights or remedies which may be available under the Contract or which otherwise may be available at law or in equity.

49. INCORPORATION BY REFERENCE

The General Conditions of the Contract between St. Mary's College of Maryland and the Contractor (Attachment No.4) , all terms and conditions of this solicitation, any appendices and amendments thereto, and the Contract/Bid Affidavits signed by the Vendor and returned with the bid are all incorporated by reference into any contract, and subsequent purchase orders resulting from this IFB.

50. LIQUIDATED DAMAGES

In accordance with section 7.12 C (1) of the General Conditions, liquidated damages shall be assessed at **\$300. per day** for each day that the work shall be uncompleted after the contract completion date, as may be extended through a Change Order.

51. FIXED OR UNIFORM PRICE

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

52. ENTIRE AGREEMENT

This Agreement, together with the Exhibits 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.