



**Invitation For Bids For:**

# **Fire Pump Replacement**

**for  
WOR-WIC COMMUNITY COLLEGE**

32000 Campus Drive  
Salisbury, MD 21804

All sealed Bids must be received prior to **2:00pm** local time on **November 18, 2020**.

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

Allison Canada, CPPO, C.P.M.  
Director of Purchasing and Auxiliary Services

**NOTICE:** Prospective Offerors who have received this document from a source other than the director of purchasing and auxiliary services should immediately go to the Wor-Wic Community College purchasing website to ensure that they have received the complete documents and any addenda or other communications issued in relation to this IFB. A firm's failure to monitor the website may result in non-receipt of important information prior to the closing date and may result in rejection of a proposal. A prospective Offeror who fails to monitor the Wor-Wic Community College website assumes complete responsibility in the event that they do not receive communications from the director of purchasing and auxiliary services prior to the closing date.

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TENTATIVE TIME FRAME FOR PROCESS OF CONTRACTOR  
SELECTION, CONTRACT AWARD AND INITIATION

The schedule for the bid process is shown in the table below. Dates currently established for selection of contractor, contract award and contract initiation dates are included.

NOTE: OFFERING FIRMS ARE HEREBY ADVISED THAT THESE DATES ARE SUBJECT TO CHANGE AS COLLEGE OFFICIALS DEEM APPROPRIATE AND NECESSARY FOR PROPER FULFILLMENT OF THE INTENTIONS OF THE BID PROCESS.

Oct. 19, 2020	Notice to Bidders published on eMaryland Marketplace Advantage and the College's website.
Oct. 27, 2020	10:00am Pre-Bid Meeting and site tour
Nov. 2, 2020	Deadline to submit questions to <a href="mailto:acanada@worwic.edu">acanada@worwic.edu</a>
Nov. 9, 2020	The College will issue an Addendum answering all questions.
Nov. 18, 2020	Deadline to submit bids, prior to 2:00pm.
Dec. 11, 2020	Contract award.

## Section 1: General Information

- A. Wor-Wic Community College is inviting bids for professional construction services to remove and replace an existing diesel fire pump (original equipment) that was installed in 1994. The new pump shall be an electric in-line vertical pump. The awarded contractor shall install the new pump per provided construction documents.
- B. This solicitation implies no obligation on the part of the College. Wor-Wic Community College reserves the right to accept or reject any and all proposals in whole or in part, or to waive any technicality it deems in the best interests of the College. The award will be made to the most responsive and responsible bidder.
- C. Certified Minority Business Enterprises are encouraged to respond to this solicitation. Minority Business Enterprises (MBE) are encouraged to apply for certification with the Maryland Department of Transportation (MDOT).

Prime contractors are encouraged to develop a plan to utilize qualified MDOT Certified MBE's as sub-contractors. The College may request a copy of this plan when evaluating your bid.

- D. All bidders must be currently licensed by the State of Maryland, and insured in the discipline in which the work is to be performed. Failure to provide such proof may result in the firm being determined to be non-responsive and not eligible for contract award.
- E. All contractors must abide by Wor-Wic Community College's Policies and Procedures which are outlined in the College Catalog:  
<https://www.worwic.edu/Programs-Courses/College-Catalog>
- F. Smoke and Tobacco-Free: Smoking/tobacco use, including smokeless tobacco and electronic cigarettes, is permitted on campus only in designated tobacco use or parking lot areas that are at least 25 feet from any building. Smoking/tobacco use is not permitted in the parking lot in front of Brunkhorst Hall (BH).
- G. The sole point of contact for this solicitation is: Allison Canada, Director of Purchasing and Auxiliary Services. Phone: 410-334-2918, email: [acanada@worwic.edu](mailto:acanada@worwic.edu) Under no circumstances are firms, including third party firms or their staffs, to contact other College staff, faculty, or any related constituency for purposes associated with the IFB, including but not limited to, obtaining or providing information unless specifically noted in the Scope of Work. Firms failing to comply with this requirement will be disqualified.
- H. Copies of this IFB and related addenda can be obtained from eMaryland Marketplace Advantage (eMMA) and the College's website. In order to download the IFB and Addenda, all interested firms must register as a vendor with eMMA at <https://procurement.maryland.gov/> Firms assume the responsibility of downloading these documents and all addenda from this website prior to submission of their response. Wor-Wic Community College assumes no liability for damages incurred directly or indirectly as a result of errors, omissions, discrepancies, unauthorized modification of electronic data,

errors in transmission, HTML browser incompatibilities, and other aspects of electronic communications that are beyond the college's control. Firms are encouraged to check eMMA on a regular basis for updates on this project. Addenda and additional information oftentimes get posted within 48 hours prior to the submission date.

- I. Any contract as a result of this IFB shall be governed by §§16-311 through 16-314 of the Education Article of the Annotated Code of Maryland and by the laws of the State of Maryland. The successful firm shall at all times observe and comply with Federal, State of Maryland and local laws, ordinances, orders, codes and regulations and the articles and provisions of the Building Code(s) existing at the time of or enacted subsequent to the execution of a contract which in any manner affects the firm's ability to perform contractual requirements.
- J. Non-Performance of Work: Determinations of non-performance of the work will be made jointly by the College and the firm's representatives. Work will be considered incomplete or unsatisfactory when any one of the following conditions exists:
  - a. The work was not performed in strict accordance with the IFB and Scope of Work.
  - b. The work was not performed within the allotted time frame.
  - c. The work as required by the IFB and Scope of Work was not entirely completed.

The above is not exhaustive of all conditions that determine non-performance of work. Determination of non-performance of work may be grounds for the contractor's termination from the contract.

- K. In the event the performance of work or services from this IFB are delayed by causes beyond the control of and without the fault or negligence of the contractor, the College shall have the option to:
  - a. Terminate the Contract, or
  - b. Allow the President of the College or his designee to extend the time of the performance.
  - c. No financial compensation will be awarded for the time extension.
- L. Any changes made to this IFB as a result of time delay shall be in writing. In the event that the time for performance on this Contract is extended beyond the term provided for, all the other terms and conditions shall remain in full force and effect.
- M. The contract shall be in the form of a purchase order(s) and any and all related contract documents, to include, but not limited to, the College's IFB, the contractor's bid, any and all subsequent correspondence; all required submittals, i.e., certificate of insurance, bonds, etc. as well as any other documents which may be required and mutually agreed upon and negotiated by the College and the successful bidder. The Bid, addenda and submittals required as a part of the bid evaluation process, will become an integral part of the final contract. Should there be any conflict between these specifications and the final contract document, the specifications contained herein shall take precedence.

## N. Payment Schedules

- a. A pay request may be submitted upon 50% of construction. A representative of the College shall verify construction progress and approve invoice payment at that point. Upon 100% completion of the project, the contractor may submit for final payment. Final payment invoice shall be approved after a representative of the College has inspected and confirmed construction completion. Invoices are paid Net 30.
  - b. The College will pay only the primary contractor for all work performed as a result of this IFB. Thus, the primary firm will be obligated to appropriately compensate any and all subcontractors or consulting firms, if applicable.
- O. By submitting a response to this solicitation, the bidder shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland or the United States of America, 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.
- P. Warranty: All materials and labor must be covered by on-site warranty service and guaranteed against defective material, workmanship and failure to perform for a period of twenty-four (24) months after installation. Contractors will respond to warranty service calls within three (3) work days after notification by the College. On-site warranty service or repairs will be completed within a period of five (5) work days after notification. Contractors will be responsible for warranty service for all projects for which they are the awarded contractor.
- Q. Notice to Proceed: After the contract has been executed and all required documents received, the College will issue to the contractor a "Notice to Proceed". The specified contract time shall begin on the date of the "Notice to Proceed". The Notice to Proceed may be in the form of a College purchase order. The successful bidder is expected to immediately begin the representation of Wor-Wic Community College for the services expressed in this IFB. Pending Board of Trustees approval of the contract, it is expected that the Notice to Proceed will be issued on December 11, 2020.

## Section 2: Scope of Work

- A. Wor-Wic Community College is inviting bids for professional construction services to remove and replace the existing diesel fire pump (original equipment) that was installed in 1994. The fire pump serves the Hazel Center (HC), Brunkhorst Hall (BH), the Maner Technology Center (MTC), Henson Hall (HH), Guerrieri Hall (GH), and the Jordan Center (JC). The new pump shall be an electric in-line vertical pump that will serve the above-mentioned buildings. **The new fire pump shall have the soft start and transfer switch option.** The contractor shall install the new pump and perform related work based on the attached construction documents and related specifications titled "CDs – Fire Pump Replacement - 03172020." The system's 8-inch isolation valve (shown on FPE003 from note #2) shall be replaced with the new fire pump.

- B. The proposer or listed subcontractor shall be a Maryland licensed fire protection contractor and will be responsible for pulling any permits for the project and coordinating with Wicomico County's fire marshal.
- C. Prior to the installation of the City of Salisbury's 500,000-gallon elevated water tower in 2006, the above-mentioned building and fire hydrants were served by the diesel fired horizontal split case fire pump (with jockey pump) that is located in the main boiler room in the Hazel Center. The existing diesel fire pump was installed in 1994 when Brunkhorst Hall and the Hazel Center were opened. At the time, the fire protection systems for the buildings were all hydraulically calculated based on the delivery pressure (128 psig) and flow rate (1,500 GPM) of the existing pump. Water for the fire pump system was and is currently supplied by an approximated 33,000-gallon ground suction storage tank located in the mechanical yard.
- D. Currently, all outdoor fire hydrants and the ground suction storage tank fill are connected throughout the campus since the college has converted to the public water supply. The existing diesel fire pump is past its service life, has become defective, and is oversized. In 2019, a fire pump flow test reported a significant decrease in delivery pressure compared to the rated nameplate capacity. The pressure underperformed at twenty-seven percent below the rated PSI.
- E. At the college's request, the engineer of record (Allen & Shariff Engineering) has provided construction documents and specifications for converting the pump from diesel to electric (attached document titled "CDs – Fire Pump Replacement – 03172020"). A Study was also completed by Gipe Associates which provides relevant information in this regard. The study is available upon request to [acanada@worwic.edu](mailto:acanada@worwic.edu) The new fire pump will take advantage of the pressure provided by the elevated water tower and will only need to overcome the additional PSI and GPM by the most critical zone. According to the Study, a fire pump rated for 80 PSI and 750 GPM should be the minimum size of the new unit. The new pump is projected to be three times smaller than the existing pump in terms of horsepower (53.6 HP vs. 160 HP).
- F. The contractor shall confirm this information in the field and notify the college of any discrepancies. The contractor shall follow the phases and notes as outline in construction documents and specifications. Any questions in regard to the project phases during the construction period shall be directed to the designated Wor-Wic Community College representative.
- G. Piping to the Siamese connection should remain in its current location and connection point. No work should be included between the current tie-in location and the Siamese connection.
- H. The fire alarm system is Edwards. The main fire alarm is located in Brunkhorst Hall. There is a booster in the Hazel Center.

- I. The contractor shall also be responsible for the following:
  - a. Locating existing gas, electric, diesel, water and sewer lines under the pavement behind the Hazel Center as necessary to prevent disruption. The college does not have as-built drawings.
  - b. Trenching and paving repairs.
  - c. Running underground water service. There is an existing 12-inch, but the design requires a separate 8-inch to be run. All piping must meet the requirements of NFPA. Possible materials include C900 and ductile iron. Any work that impacts water to the campus must be scheduled on a Sunday or holiday when the College is closed. If the contractor can isolate a section of the main line without shutting down the entire campus' water supply, then other alternatives will be considered.
  - d. Coordinate access to the Delmarva Power transformer. The College will reimburse any fees charged by Delmarva Power. Any work that impacts power to the campus must be scheduled on a Sunday or holiday when the College is closed.
  - e. Removing existing concrete curbs/pads and patching floor as necessary.
  - f. Fire watch while pump is out of service during conversion.
- J. The College will be responsible for removing and replacing disrupted landscaping near the transformer and switch gear.
- K. Commissioning is required. The college has contracted with Allen & Shariff as the commissioning agent.
- L. The contractor shall employ a full-time competent, English speaking, superintendent and necessary assistants who shall have complete authority to act for the contractor on all matters pertaining to the work. The superintendent shall be on-site at all times and remain on-site through the duration of the project, unless prior authorization is obtained from Wor-Wic Community College. The superintendent must be accessible to the Representative of Wor-Wic Community College by cell phone. The superintendent shall be satisfactory to the College and if not, then shall be replaced by the contractor with one that is acceptable.
- M. The contractor shall keep the premises clean and free from accumulation of waste materials and rubbish. At the end of each work day, all waste materials and rubbish shall be removed from the premises at the contractor's expense. The College's disposal containers shall not be used unless specifically authorized by the Representative of Wor-Wic Community College.

### **Section 3: Instructions to Bidders**

- A. A pre-bid meeting and site tour will be held on **October 27, 2020 at 10:00am starting at the rear entrance to the boiler room, behind the Hazel Center**. Attendees must wear masks covering the nose and mouth and observe social distancing guidelines. Prospective bidders must review all bid documents and drawings in advance and come prepared with questions for clarification.
- B. Should any bidder be in doubt as to the meaning of the scope of work, or should any discrepancy or omission be found, he/she shall submit all questions and requests for



clarification in writing via email to [acanada@worwic.edu](mailto:acanada@worwic.edu) on or before **November 2, 2020**. No oral questions will be answered.

- a. All bidders will be notified in writing by means of Addenda of any responses to questions. The College will not be responsible for any oral or telephone explanations of contract documents.
- b. It is the bidder's sole responsibility to ensure receipt of all Addenda. It is highly recommended that the bidder check the College's website and eMaryland Marketplace Advantage for all posted Addenda prior to submitting their proposal. All Addenda shall become part of the contract documents.

- C. Bids shall be submitted, signed, sealed and delivered to Allison Canada, Director of Purchasing and Auxiliary Services at Wor-Wic Community College, Maintenance Building, 32000 Campus Drive Salisbury, MD 21804. **Bids will be received until 2:00pm on November 18, 2020.** Bids received after this date and time cannot be accepted and will be returned to the bidder unopened. Bids will be publicly opened at 2:00pm on November 18, 2020 in the maintenance building's warehouse.

Bidders must copy the package sample label below and paste it on the outside of the bid package. Failure to do so may cause the bid to be rejected.

**IFB ENVELOPE LABEL**

**Bid Due Date: November 18, 2020**

**Bid Due Time: prior to 2:00pm**

**Bidder's Name:** \_\_\_\_\_

**Bidder's Address:** \_\_\_\_\_

**Project Title: IFB for Fire Pump Replacement**

**Deliver this package to the Maintenance Building, ATTN: Allison Canada**

Any bid may be withdrawn prior to the IFB's due date and time; however, all bids are considered final after the date and time for receipt of bids. Final bids may not be altered, withdrawn, or canceled, for a period of 90 days after the time and date designated for receipt of bids.

- D. Exceptions: It is the responsibility of the bidder to include a list and clarification of any deviations from the attached Wor-Wic Community College Terms and Conditions and this document. The list must be notated or attached to the Contractor Information Form.
- E. Bidders must submit the names and addresses of all subcontractors to be retained for this project. The College has a right to reject subcontractors.

F. Errors in Proposals

- a. Withdrawal of a Proposal after the deadline for receipt of Proposals will not be permitted, except as follows: in those cases where, in the sole judgment of the College, based upon clear and demonstrable evidence, the proposing firm has made a bona fide error in the preparation of the Proposal and such error will result in substantial loss to the firm, in this instance, an exception may be made by the College.
- b. Negligence on the part of the firm in preparing its proposal confers no right of withdrawal, modification or cancellation of the Proposal after the deadline for receipt of Proposals.
- c. The College reserves the right to contact any and all firms to verify information included in their Proposal and to clarify any questions regarding the information submitted in the Proposal, in order to ascertain whether the Proposal received is both responsive and responsible. The College also reserves the right to waive any formalities, informalities and technicalities in evaluation of the Proposals as are deemed appropriate, necessary and in the College's best interest.

G. If the firm, to whom an award is made, shall fail to execute the contract as specified, the award may be annulled and the contract awarded to the second most responsive and responsible firm, and such firm shall fulfill every stipulation included herein, as if the firm were the original party to whom the award was made, or again, the College may at that point reject any and/or all of the Proposals as its best interest may require.

H. Insurance Requirements

- a. The contractor shall assume full responsibility for any and all damages, or claims of damage, for injury to persons, property, or equipment which may result from any work performed under a contract resulting from this IFB.
- b. The Contractor shall maintain in force at all times during the term of the contract, such insurance that will indemnify and hold harmless the College from Worker's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the contractor's operations under the contract, or by anyone directly or indirectly employed by the contractor. The contractor's insurance will be with an insurance carrier licensed to do business in the State of Maryland acceptable to the College, with the following minimum insurance coverage:
  - i. **Statutory Worker's Compensation and Employer's Liability Insurance** under the State of Maryland statutory requirements, to protect the Contractor from any liability or damages of any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the state of Maryland, or which may be hereinafter enacted.
  - ii. **Commercial General Liability Insurance** to protect the Contractor, its subcontractors, and the interest of Wor-Wic Community College against any and all injuries to third parties, including bodily injury, personal injury and property damage, resulting from any action or operation under the Agreement or in connection with the contract work. The General Liability Insurance shall provide combined single limits of \$1,000,000 per occurrence, naming Wor-Wic Community College as an Additional Insured and it shall be stated on the insurance certificate with the provision that this coverage is primary to all other coverage the College may possess. The policy shall contain, but not be limited to, the following coverage endorsements:
    - Contractual Liability, including Subcontractors;
    - Personal and Advertising Injury;
    - Products and Completed Operations - Products and Completed Operations insurance shall be maintained for a minimum period of two years after final payment, and Offeror shall continue to provide evidence of such coverage to owner on an annual basis during the aforementioned period; and

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

- iii. **Automobile Liability Insurance** with limits of liability of at least \$1,000,000 combined single limit per occurrence. Coverage shall include Owned, Non-owned, and Hired Automobile endorsements covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, mobile equipment used by the Contractor in connection with the Agreement work will be insured under either a Standard Automobile Liability Policy or a Comprehensive General Liability Policy including coverage for hired and non-owned vehicles.
  - iv. IF ANY ARCHITECTURAL, ENGINEERING, DESIGN, INSPECTION OR PLANNING SERVICES ARE RENDERED, INCLUDING APPROVAL OF SUCH ACTIVITIES OF OTHERS, **Professional Liability/Errors and Omissions** coverage is also required with limits of at least \$1,000,000. Contractor shall continue to maintain such insurance, covering incidents occurring or claims made, for a period of three (3) years after substantial completion of the project.
  - v. The Contractor agrees to provide insurance issued by companies admitted within the State of Maryland with the Best's Key Rating of at least A-. Exceptions must be requested in advance and pre-approved by the College. The successful Contractor will provide a signed certificate of insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the College, before any work is started. The Contractor will secure and maintain all insurance policies of its subcontractors which shall be made available to the College on demand. No change, cancellation, or non-renewals shall be made in any insurance coverage without a thirty (30) day written notice to the Purchasing Office at Wor-Wic Community College. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the contract term, the College shall have the absolute right to terminate the Agreement without any further obligation to the Contractor, and the Contractor shall be liable to the College for the entire additional cost of procuring the uncompleted portion of the Agreement at the time of termination. Compliance of the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of the liabilities and obligations under this heading or under any other section of provision of the contract. Contractual and other liability insurance provided under this Agreement shall not contain a supervision, inspection, or engineering services exclusion that would preclude the College from supervision and/or inspecting the project as to the end result. The Contractor shall assure that all subcontractors performing services in accordance with this document carry identical coverage as shown above, either individually or as an additional insured on the policies of the Contractor. Exceptions may be made only with the approval of the College. Contractor agrees to indemnify the College for any workers' compensation claims asserted by employees of subcontractors who do not carry workers' compensation insurance.
- c. At the time this contract is made, the Contractor shall provide the College with a Certificate of Insurance naming Wor-Wic Community College as an additional insured for this project. The Contractor shall also include evidence of payment in full of the above insurance coverage through the entire term for this contract.
  - d. In the event that the Contractor's insurance is terminated, the Contractor shall immediately obtain other coverage; any lack of insurance shall be grounds for immediate termination of the contract.

#### I. Bonds

- a. Bid Bond: If the Proposer's price proposal is over \$100,000 total, then the Proposer shall furnish with its price proposal a "bid bond" issued by a surety company licensed to issue bonds in the State of Maryland. The bond must be in an amount not less than five percent (5%) of the total amount of the price proposal and shall be in the form specified. Bid Bonds shall remain in effect a minimum of one hundred twenty (120) days from the due date of the Price Proposals, corresponding with the irrevocable time period for the Proposal.
  - i. Acceptable security shall be limited to: a) a bond in a form satisfactory to the College underwritten by a surety company authorized to do business in the State of Maryland; b) a bank certified check, bank cashier's check, bank treasurer's check, cash, or trust account; and c) pledges of securities backed

by full faith and credit of the United States government or bonds issued by the State of Maryland.

- ii. Should the Proposer to whom the contract is awarded fail or be unable to execute the contract, for any reason, within ten (10) days after notification of award, then an amount equal to the difference between the accepted price, and that of the Proposer to whom the award subsequently is made shall be paid to the College as liquidated damages.
  - iii. Upon request, Bid Bonds will be returned to the Proposer after the College and the awarded Contractor have executed a contract.
- b. Performance and Payment Bond: The Proposer to whom a contract in excess of \$100,000 is awarded also must furnish Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the total price, in the form specified. These bonds must be provided at the time of the contract and prior to the start of any work.
- i. As part of the Proposal, Proposers must provide a bonding letter from the bonding company guaranteeing that it will furnish the required 100% performance, labor and material payment bonds if award of contract is made to Contractor whom it has issued such Bond.
  - ii. The successful Contractor, upon his/her failure or refusal to execute and deliver the Contract and bonds required within five (5) days, Saturdays, Sundays and legal holidays excluded, after he/she has received notice of the acceptance of his proposal, shall forfeit to the College their bid bond or security deposit with his/her proposal, as liquidated damages for such failure or refusal, the security deposited with his/her proposal.
  - iii. If at any time, the Bonding Company becomes insolvent, files for bankruptcy or for any reason whatsoever loses its right to do business in the State of Maryland, the Contractor shall, within ten (10) calendar days after notice from the College to do so, substitute an acceptable Bond (or bonds) in such form and sum and signed by such other Bonding Company as may be satisfactory to the College.

#### J. Required Forms

- a. Contractor Information Form
- b. Price Proposal
- c. Project Proposal
- d. References: Personnel of the College may contact references listed, as well as other sources referred to them in the course of the evaluation. References will be questioned about such items as the bidder's overall performance, organization, cooperation, timeliness, and quality. The bidder shall ensure that contact information is current. Use the reference form provided and make copies for multiple references.
- e. Conflict of Interest Statement
- f. Ethics Statement
- g. Bid/Proposal Affidavit
- h. Bid Bond - if applicable

K. Errors in Bids

- a. Withdrawal of a bid after the deadline for receipt will not be permitted, except as follows: in those cases where, in the sole judgment of the College, based upon clear and demonstrable evidence, the bidder has made a bona fide error in the preparation of the bid and such error will result in substantial loss to the contractor, in this instance, an exception may be made by the College.
- b. Negligence on the part of the bidder in preparing its proposal confers no right of withdrawal, modification or cancellation of the bid after the deadline for receipt.
- c. Bidders are responsible for the accuracy of their proposed prices. In the event of a discrepancy between a written number and a rendered figure, the written figure will be judged as predominant.
- d. The College reserves the right to contact any and all bidders to verify information included in their bid and to clarify any questions regarding the information submitted in the bid, in order to ascertain whether the bid received is both responsive and responsible. The College also reserves the right to waive any formalities, informalities and technicalities in evaluation of the bids as are deemed appropriate, necessary and in the College's best interest.

L. Evaluation Criteria

- a. The bids must meet the requirements as stated in this document. Bids that fail to meet one or more of the criteria may be ineligible for award. The College may make any investigations deemed necessary to determine the ability of the contractor to provide the work as specified herein.

Bidders shall be evaluated on the following criteria:

- i. Price.
- ii. Ability to perform the scope of work.
- iii. Past performance including timely completion of projects, compliance with scope of work performed, and user satisfaction.
- iv. Specialized experience and technical competence in performing similar work in the past five (5) years.
- v. Adequacy of the personnel and equipment to accomplish the scope of work in the required time.
- vi. References from previous clients, including size and scope of services, name and telephone number of contact person. References will be contacted.

- M. Award: The contract will be awarded to the bidder complying with all of the provisions and stated criteria of this IFB, subject to the availability of funding and provided it is in the best interest of Wor-Wic Community College. The Board of Trustees reserves the right to waive any informalities in the award process.

## **Section 4: Pricing**

- A. Pricing shall be submitted for replacing the fire pump per all specifications and scope of work indicated in this IFB.
- B. Pricing must be submitted on the Price Proposal Form. Prices shall be FOB destination and include all delivery and installation costs. Prices shall not include Federal Excise or State Sales and Use taxes. Exemption certificates will be furnished upon request. The college will not reimburse for travel, meals, lodging, etc. All reimbursables must be incorporated into the listed pricing.
- C. The College is a tax-exempt entity; however contractors are not permitted to use the Maryland Sales and Use Tax Exemption Certificate of Wor-Wic Community College. Nothing in this IFB shall be construed as relieving the contractor of his responsibilities in paying all applicable taxes.
- D. Prevailing Wage Rates are not applicable to this project.
- E. By submitting a proposal, it is understood that your firm agrees to provide said materials and services as specified and shall be provided or performed in accordance with the IFB scope of work, stipulations and terms and conditions specified and that your firm has read and agrees to the College terms, conditions, stipulations, and specifications and any College approved or authorized exceptions, and that your firm will adhere to said terms and conditions in any contract resulting.
- F. It is also understood that the proposed price will be firm for a period of ninety (90) calendar days from the deadline for receipt of price proposals and that if the authorized signatory is notified of acceptance of this price within this time period, the firm shall execute a contract for the proposed compensation.

## Section 5: Required Submission Documents

### PROPOSAL FORM 1 – CONTRACTOR INFORMATION FORM

I/We offer the terms, delivery and pricing for the requested products/services, and certify that I am a bona fide agent, authorized to make offers on behalf of the firm.

\_\_\_\_\_  
(Printed name of Offeror)

Minority Contractor: \_\_\_\_ (yes) \_\_\_\_ (no)

If yes, please specify minority classification \_\_\_\_\_

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

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

Please provide the following information:

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

Years in Business: \_\_\_\_\_

Federal Tax Id: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State, Zip \_\_\_\_\_

Office phone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

Cell phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Name and experience of proposed superintendent on this project:

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

Name and address of subcontractor(s) proposed on this project:

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

Attach a list of company-owned equipment.

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

## PROPOSAL FORM 2 - PRICE PROPOSAL

Price must include all necessary freight, delivery fees, materials, labor, tools, and equipment required to complete all work as specified in this Invitation For Bids. Travel expenses, overhead and profit must be accounted for in the bid prices. Bidders are responsible for the accuracy of their stated prices.

### DESCRIPTION

### TOTAL PRICE

#### Fire pump replacement; 8" Isolation valve replacement

#### Materials and Equipment

Total Materials \$\_\_\_\_\_ total

Total Equipment \$\_\_\_\_\_ total

Miscellaneous \$\_\_\_\_\_ total

#### Labor

Project Management \$\_\_\_\_\_ total

Mechanic \$\_\_\_\_\_ total

Electrician \$\_\_\_\_\_ total

Other Trades/Labor:

\_\_\_\_\_ \$\_\_\_\_\_ total

\_\_\_\_\_ \$\_\_\_\_\_ total

\_\_\_\_\_ \$\_\_\_\_\_ total

#### Other Expenses

\$\_\_\_\_\_ total

#### GRAND TOTAL

\$\_\_\_\_\_

Lead time to obtain all equipment \_\_\_\_\_ weeks

Lead time for installation and project completion after receipt of materials \_\_\_\_\_ weeks

Firm: \_\_\_\_\_

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

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

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

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



## PROPOSAL FORM 3 - PROJECT PROPOSAL

To Whom It May Concern:

I/We \_\_\_\_\_

of \_\_\_\_\_

The undersigned, after having examined the IFB prepared by Wor-Wic Community College, do/does hereby offer to provide parking lot replacement in accordance with IFB – Fire Pump Replacement including addenda issued prior to date of receipt of Bids which is/are acknowledged via signature below.

### A. SUBMITTAL OF BIDS

By submitting a bid, the undersigned also hereby agrees that from its review of the and the attachments, the firm fully understands the intent and purpose of the documents and conditions of submitting a bid. Claims for additional compensation and/or extensions of time because of the firm's failure to follow the foregoing procedure, and to familiarize itself with the contract documents and all conditions which might affect the work, will not be allowed.

### B. ACCEPTANCE OF BIDS

The undersigned agrees that this bid may be held by the College for a period not to exceed ninety (90) days from the date stated for opening of bids. If written notice of acceptance of this bid is mailed, telegraphed or delivered to the undersigned within the time noted above, after the date of the opening of bids, or at any time hereafter before this bid is withdrawn, the undersigned agrees that it will execute and deliver a contract in the form prescribed by the College in accordance with the bid as accepted. It is understood and agreed that the College reserves the right to award the contract in its best interests, to reject any and all bids, to waive any informalities in the bids, and to hold all bids for the period above noted.

### C TIME FOR COMPLETION OF WORK

The undersigned agrees, if awarded the contract, to complete the contract work within the time frame specified within the IFB.

### D. DECLARATIONS

We/I the undersigned firm, declare that the only person, firm, or corporation, or persons, firms or corporations, that has or have any interest in the bid, or in the contracts proposed to be taken, is or are the undersigned. The undersigned also certifies that this bid is made without previous understanding, agreement or connection with any person, firm or

corporation submitting a bid for this same project and is, in all respects, fair and without collusion or fraud.

We maintain by signing below that we conduct all business under the Equal Employment Opportunity Act 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

We further maintain that we (both firm and principal employees) are in good standing with both Federal and State agencies, as no contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

We maintain by signing below that we will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or any employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment).

We acknowledge by signing below that if awarded the bid, we will give the U.S. Department of Education, the Maryland Higher Education Commission, and/or the Legislative Auditor, through any authorized representative, the right of access to, and the right to examine all records, books, papers, or documents related to the evaluation of the grant, if requested.

**E. ACKNOWLEDGEMENT OF ADDENDUM(S)**

We acknowledge receipt of the following Addendum(s):

No. \_\_\_\_\_, Dated \_\_\_\_\_ No. \_\_\_\_\_, Dated \_\_\_\_\_

No. \_\_\_\_\_, Dated \_\_\_\_\_ No. \_\_\_\_\_, Dated \_\_\_\_\_

**SIGNATURE OF FIRM**

If submitted by an individual, partnership or non-incorporated organization:

\_\_\_\_\_  
Firm Name

By \_\_\_\_\_  
Signature of Firm Representative

_____	_____
Business Address	Title of Firm Representative

Names and Addresses of Members of Firm

_____
_____

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**IF SUBMITTED BY A CORPORATION: (Please sign and attach the previous two pages of Proposal Form I that contains the terms and acknowledgements.)**

_____	By _____
Firm Name	Signature of Individual Representing Corporation

_____	_____
Business Address	Title of Individual Representing Corporation

County _____	State of Corporation _____
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Names and Addresses of Officers:

_____	_____
Business Address	President

_____	_____
Business Address	Secretary

_____	_____
Business Address	Treasurer

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Small Business \_\_\_\_\_ FEIN: \_\_\_\_\_

Female Owned Business \_\_\_\_\_ DUNS: \_\_\_\_\_

Minority Business \_\_\_\_\_ Approved Minority DOT #: \_\_\_\_\_

## PROPOSAL FORM 4 – REFERENCES (duplicate as needed)

Wor-Wic Community College may contact references as it deems necessary to determine the ability of the bidder to meet all the terms of the stated specifications described herein.

Include the following information of no less than three (3) clients per IFB requirements.

Name of client \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Name \_\_\_\_\_

Title \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

E-mail Address \_\_\_\_\_

Date Service Began \_\_\_\_\_ Completed \_\_\_\_\_

Brief scope of services provided:

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

## PROPOSAL FORM 5 – CONFLICT OF INTEREST STATEMENT

In compliance with the State Public Ethics and Conflict of Interest Law, Annotated Code of Maryland, Section 15-101, etc. acquisitions from a business in which the trustee or employee has an interest are prohibited. Interest is deemed present if the trustee or employee or a spouse, parent, child, brother or sister of the trustee or employee has an interest and the trustee or employee knows of the interest.

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

Company \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

## PROPOSAL FORM 6– ETHICS STATEMENT

In compliance with the Public Ethics Law, et al., contained in the Maryland Annotated Code, Section 15-508, I hereby affirm that no employee of or representative for our company assisted the College in the drafting of specifications or a Request for Proposals for this procurement, nor did any employee of or representative for our company assist or represent another person, directly or indirectly, who is submitting a Proposal or Proposals for this procurement.

Company \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

# PROPOSAL FORM 7 - BID/PROPOSAL AFFIDAVIT

## A. AUTHORIZED REPRESENTATIVE

### I HEREBY AFFIRM THAT:

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

## B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

## C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

### I FURTHER AFFIRM THAT:

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

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

## D. AFFIRMATION REGARDING OTHER CONVICTIONS

### I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

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

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

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

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



(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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#### E. AFFIRMATION REGARDING DEBARMENT

##### I FURTHER AFFIRM THAT:

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

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#### F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

##### I FURTHER AFFIRM THAT:

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

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

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#### G. SUB-CONTRACT AFFIRMATION

##### I FURTHER AFFIRM THAT:

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

#### H. AFFIRMATION REGARDING COLLUSION

##### I FURTHER AFFIRM THAT:

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

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

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

#### I. FINANCIAL DISCLOSURE AFFIRMATION

##### I FURTHER AFFIRM THAT:

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

#### J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

##### I FURTHER AFFIRM THAT:

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

#### K. DRUG AND ALCOHOL FREE WORKPLACE

##### I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - (c) Prohibit its employees from working under the influence of drugs or alcohol;
  - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
  - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
  - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
    - (i) The dangers of drug and alcohol abuse in the workplace;
    - (ii) The business' policy of maintaining a drug and alcohol free workplace;
    - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
  - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §K(2)(b), above;
  - (h) Notify its employees in the statement required by §K(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
  - (i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
  - (j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
    - (i) Take appropriate personnel action against an employee, up to and including termination; or
    - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
  - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §K(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
  - (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
  - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
  - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

#### L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

##### I FURTHER AFFIRM THAT:

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

(If not applicable, so state).

- (2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. CONTINGENT  
FEES

I FURTHER AFFIRM  
THAT:

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

N.  
Repealed.

O.  
ACKNOWLEDGEMENT

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

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

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

## Wor-Wic Community College

### TERMS AND CONDITIONS

**ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for (90) days or as otherwise specified in the IFB document. At the end of the (90) days, the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

**ADDENDA** The College reserves the right to amend or add to this IFB at any time prior to the IFB due date. If it becomes necessary to change or add to any part of this IFB, the Procurement Officer will furnish an addendum to all prospective Offerors by posting the addendum on the solicitation web page at: <https://www.worwic.edu/About-Wor-Wic/Purchasing>. All addenda will be identified as such and will be posted at least 48 hours prior to the proposal due date. It is the sole responsibility of any prospective Offeror to monitor the web page to ensure receipt of all addenda, which shall be indicated on the acknowledgement of addenda form.

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

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

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

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

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

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

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

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

**CANCELLATION** Wor-Wic Community College reserves the right to cancel this solicitation or to reject all offers received, if the College's Director of Purchasing and Auxiliary Services, in accordance with procedures approved by the College's Board of Trustees, determines that it is fiscally advantageous or in the best interest of the College to cancel the IFB.

**CONFLICT OF INTEREST** As a condition of award of this contract, the vendor represents and warrants that no employee, officer or agent of the college has or would have a conflict of interest associated with the selection, award, or administration of this or any contract between the college and the vendor. Such a conflict of interest would arise if an employee, officer or agent, or any member of his or her immediate family, his or her partner, or any entity, organization, or individual which employs or intends to employ any of the aforementioned individuals indicated herein, has a financial or other interest in or has or will receive a personal benefit from the vendor herein.

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

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

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

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

**CONTRACT AMENDMENTS** The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by Wor-Wic Community College before the supplier performs additional work on the project. The Contractor cannot accept purchase requests for products or services that are not covered in this contract or make changes to the scope of work unless a price for those products or services has been negotiated with the College, and the Contractor has received a signed contract amendment from the Purchasing Office.

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

**CONTRACT DOCUMENTS** The general conditions of this IFB, the Contractor's proposal, and the signed Agreement or Purchase Order form the contract. The documents shall have the following order of precedence: this IFB, the Agreement/PO, the Contractor's proposal.

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

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

**DELIVERY AND PACKING** Prices shall be FOB Destination freight prepaid to the delivery designated. Contractor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible and concealed damage shall be filed by the Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense. All prices quoted must include delivery. All goods delivered under this contract shall be packed in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging, or for deposits or containers unless specified in the bid. No charge will be allowed for cartage unless by prior written agreement. Complete deliveries must be made by the successful Offeror to the designated location as indicated on the Wor-Wic Community College purchase order. A packing slip shall be included in each shipment. All deliveries must be prepaid and must be delivered to each location designated on purchase order at no additional cost. **DELIVERIES MUST BE MADE TO THE SPECIFIED LOCATION. NO COLLECT SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.**

**DELIVERY OF PROPOSALS** Sealed proposals must be received in the Purchasing Office by the date and time specified in the IFB in order to be considered. **NO LATE PROPOSALS WILL BE ACCEPTED.** Late proposals will be returned to the Offeror unopened. Proposals submitted by mail must be addressed to the Purchasing Office, BH-108D, Wor-Wic Community College, 32000 Campus Dr., Salisbury, Maryland 21804, and clearly marked to indicate the bid title and opening date. Hand delivered proposals will be accepted only at the Purchasing Office, BH-108D, Wor-Wic Community College, 32000 Campus Dr., Salisbury, Maryland 21804.

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

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

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

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

**INDEMNIFICATION** The Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractor's acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Any acts, negligence, willfulness or failure to perform any of the Contractor's obligations under this agreement, on the part of any agent, director, partner, servant or employee of Contractor are deemed to be the Contractor's acts. Contractor agrees to indemnify and hold harmless the College and its trustees, employees, agents and students from any claim, damage, liability, injury, expense, and/or loss, including defense costs and attorney's fees, arising directly or indirectly out of Contractor's performance under this agreement. Accordingly, the College shall notify Contractor promptly in writing of any claim or action brought against the College in connection with this agreement. Upon such notification, Contractor shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in any such claim or action at its own expense. The College will not indemnify the Contractor. This indemnification provision shall survive the termination or completion of this agreement.

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

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

**MARYLAND PUBLIC INFORMATION ACT** Offeror recognizes that the College is subject to the Maryland Public Information Act, Title 10, Subtitle 6 of the State Government Article of the Annotated Code of Maryland. Offeror agrees that it will provide any justification as to why any material, in whole or in part, is deemed to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to the Maryland Public Information Act. Offerors are advised that, upon request for this information from a third party, the College will be required to make an independent determination whether the information will be disclosed.

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

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

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

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

**NON-VISUAL ACCESS** The Offeror warrants that the information technology offered under this solicitation (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 5 percent. For purposes of this condition, the phrase 'equivalent access' means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

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

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

**PERFORMANCE ACCEPTANCE PERIOD** The selected Contractor(s) must agree to an acceptance trial period of performance not to exceed ninety (90) consecutive calendar days. During the 90-day acceptance period, the Contractor's performance must be consistent with the specifications contained herein and the Contractors proposal. Failure to satisfy the "acceptance trial period of performance" may result in cancellation of the contract. In the event that the Contractor fails to meet all requirements, the College shall declare the Contractor's services unacceptable and the Contractor in default, and terminate all agreements, written or verbal, without penalty or obligation to the College. Further, should there be any dispute/discrepancy on acceptability of said service, decisions made by the College will prevail and be final.

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

**PROPOSAL INSTRUMENTS** Proposal instruments include the IFB, addenda, terms and conditions, contract terms, and specifications. Proposals should be prepared simply and economically, and should provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the IFB. Emphasis should be on completeness and clarity of content. The Offeror will bear any, and all costs incurred in the preparation and submission of proposals.

**POLITICAL CONTRIBUTION DISCLOSURE** The Contractor shall comply with §§14-101-14-108, of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the



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

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

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

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

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

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

**REJECTIONS AND CANCELLATIONS** Wor-Wic Community College reserves the right to accept or reject any or all proposals in whole or in part for any reason. The College reserves the right to waive any informality and to make awards in the best interest of the College. The College also reserves the right to reject the proposal of any Offeror who has previously failed to perform adequately on a prior award for furnishing goods and/or services similar in nature to those requested in this IFB. The College may cancel this solicitation in whole or in part, at its sole discretion.

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

**SAMPLES AND CATALOG CUTS** If samples are required, Offeror shall be responsible for delivery of samples to location indicated. All sample packages shall be marked "Sample for Purchasing Office, Bid Title\_\_\_" and each sample shall be tagged or marked. Failure of the Offeror to clearly identify samples as indicated may result in rejection of the proposal. The College reserves the right to test any materials, equipment or supplies delivered to determine if the specifications have been met. Samples will not be returned.

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

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

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

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

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

**TERMINATION OF CONTRACT** The College reserves the right to cancel the Contract awarded to the Contractor if, in the College's judgment, performance under the Contract is unsatisfactory. It is understood, however, that if at any time during the term of the

Contract, performance there under is deemed to be unsatisfactory, the College shall so notify the Contractor in writing, and the Contractor shall correct such unsatisfactory conditions within fifteen (15) calendar days from the receipt of such notification. If such corrections are not made within the specified period, the College may terminate the Contract at that time.

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

**TERMINATION FOR THE CONVENIENCE OF THE COLLEGE** The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or in part, whenever the President of Wor-Wic Community College shall deem that termination is in the best interest of the College. Such determination shall be at the sole discretion of the President or his designee. In such event, the College shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed or furnished prior to the effective date of termination. The Contractor shall not be reimbursed for anticipatory profits. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.

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

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

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