



REQUEST FOR PROPOSALS
for
Orchestra Shell System

Proposals Due
July 28, 2022 at 11:00 AM

<https://emarylandmarketplace.com>
<http://www.garrettcollege.edu/purchasing>

Garrett College does not discriminate on the basis of race, color, national origin, sex, disability, religion, age, military status, sexual orientation, or any other protected category under federal, state, or local law, or by college policy. Minority and woman-owned businesses are encouraged to submit a bid / proposal for this project.

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The Invitation to Bid / Request for Proposal does not obligate the College to pay any costs incurred by respondents in the preparation or submission of their bid / proposal. Furthermore, the ITB / RFP does not obligate the college to accept or contract for any expressed or implied services.



REQUEST FOR PROPOSALS

Scope of Work / Background

A new Performing Arts Center is being constructed at Garrett College, which is a small 2-year college in western Maryland. The Center will be the first and only Performing Arts Center in Garrett County, and it will be used by the college, the local K-12 public schools, and the surrounding arts organizations. The center will be host to a variety of events, including but not limited to theatrical, musical, and speaking performances. To meet the acoustical needs of these several types of performances, an Orchestra Shell System is needed for use on the proscenium stage.

This scope of work for the Orchestra Shell System includes all labor, materials, equipment, and services necessary to manufacture, deliver and install the shell as shown on the drawings and specified herein. The system shall include, but is not limited to, rolling side towers and overhead ceiling panels.

Delivery and installation of the Shell System is requested as soon as possible.

Specifications and Drawings

The following specifications and drawings for the Orchestra Shell, and other related information, including floorplans and rigging specifications, can be accessed at www.garrettcollege.edu/purchasing.

Specifications

- 017900 – Demonstration and Training
- 116163 – Orchestra Shell
- 116123 – Theatrical Rigging

Drawings

- QT161 – Orchestra Shell Plans
- QT361 – Orchestra Shell Section
- QT121 – Theatrical Rigging Plan, Stage Level
- QT122 – Theatrical Rigging Plan, Catwalk Level
- QT321 – Theatrical Rigging Longitudinal Section
- QT322 – Theatrical Rigging Trans Section
- QT521 – Theatrical Rigging Details
- A101 – Floor Plan
- A201 – Enlarged Floor Plan

Evaluation and Selection

Evaluation

The proposals will be evaluated based on weighted selection criteria. Each proposal will be assigned a point value as listed below.

1	Firm Qualifications	20 points
2	Proposal Price	28 points
3	Installation Date	2 points
	TOTAL	50 points

Selection

The contractor that is judged to be the best qualified to render an outstanding product and value will be selected. It is the College's intent to award the contract to the firm which is the most responsive and reliable firm to provide the product.

Throughout the selection, safeguards will be in place to ensure impartiality and objectivity. To protect the integrity of the process, deliberations will be confidential, although the selection results are a matter of public record. Garrett College will not discriminate against any firm or individual on the grounds of race, creed, sex, age, handicap or national origin in the contract award.

Questions and Additional Information

Questions pertaining to the Request for Proposals and/or Project Scope should be sent to Chris.Jones@garrettcollege.edu by 3:30 PM July 21, 2022. Additional information in response to questions received by the deadline will be posted to the College's purchasing website at least 48 hours prior to the application due date. It is the contractor's responsibility to visit the Garrett College website for updates.

Proposal Format

The proposal should be comprised of completed attachments I-III (see items 1-3 below), plus the supporting documentation for items 4-8 below.

1. Bid / Proposal Affidavit

See Attachment I

2. Conflict of Interest Statement, Ethics Statement, and Acknowledgement of Addenda

See Attachment II

3. Price Proposal, Installation Dates

See Attachment III

4. Firm Qualifications / References

Please provide the name and contract information for three facilities where your firm has installed similar orchestra shell systems. Include general design information so that similarity can be determined.

5. Bid Guarantee

The bidder shall provide bid security made payable to the owner in the form of a cashier's check, bank money order, or bid bond in an amount equal to five percent of the Base Bid amount.

The Bidder agrees to execute a contract for this Work in the bid amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids. The bidder agrees that failure to do so, will result in forfeiture of the security to the Owner.

6. Performance and Payment Bonds

The college requires the selected contractor to furnish a Performance Bond and a Labor and Materials Bond covering the faithful performance of the contract and the payment of all obligations arising thereunder in such form and amount as specified. The issuing surety must be licensed to write bonds in the State of Maryland. Each bond shall be in an amount equal to the Base Bid.

- A. The costs of the bonds shall be included in the proposal price.
- B. The bidder shall provide the required bonds to the Owner prior to the commencement of any work.
- C. The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

7. Licensure

Contractors shall be registered, licensed, and qualified for the type of work proposed, as necessary, in Garrett County and in the State of Maryland.

Provide copies of applicable Licensure and Certifications, including license numbers, classifications, and expiration dates of Maryland contractor licenses and certifications.

8. Insurance

The Contractor shall maintain in force at all times during the term of the contract, insurance that will indemnify and hold harmless the College.

Provide insurance certification in accordance with Attachment IV.

Terms and Conditions

See Attachment V

ATTACHMENT I

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. AFFIRMATION REGARDING BRIBERY CONDITIONS

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, director, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the 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 persons(s) involved, and their current positions and responsibilities with the business) (use attachments as necessary):

C. AFFIRMATION REGARDING OTHER CONVICTION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, director, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies has:

- (a) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (b) Been convicted of any criminal violation of a state or federal antitrust statute
- (c) 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 arising out of the submission of bids or proposals for a public or private contract;
- (c) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (d) Been found civilly liable under a state or federal antitrust for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (e) 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 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 names(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment) (use attachment as necessary):

D. 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, or any of its employees directly involved in 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 names(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 fronds of the debarment or suspension) (use attachments as necessary).

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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 section Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Codes of Maryland; and

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) (use attachments as necessary).

F. 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 service, construction related service leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

(a) 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;

(b) 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 of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. 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.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Article 33, Sections 30-1 through 30-4 of the 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 Administrative Board of Election Laws 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.

J. DRUG AND ALCOHOL-FREE WORKPLACE

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meaning 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
 - (v) Provide all employees engaged in the performance of the contract with a copy of the statement required by J (2)(b), above
 - (vi) Notify its employees in the statement required by J (2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (vii) Abide by the terms of the statement; and
 - (viii) 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:
 - (g) Notify the procurement officer within 10 days after receiving notice under J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction
 - (h) Within 30 days after receiving notice under J (2)(h)(ii) above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program
 - (i) Make a good faith effort to maintain a drug and alcohol-free workplace through implementation of J (2)(a)-(j) above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in J (4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
 - (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification:
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAXPAYMENT

I FURTHER AFFIRM THAT:

(1) Except as validly contested, the business had paid, or has arranged for payment of, all taxes due to the State of Maryland and had filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final payment under any contract relating to this bid/proposal affidavit.

(2) The business named above is a _____ sole proprietorship, _____ partnership, or _____ corporation formed under the laws of the State of Maryland

(3) (For entities not formed under the laws of Maryland,) I further affirm that the business named above is registered in accordance with the Corporation 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 current resident agent filed with the State Department of assessments and Taxation is:

NAME: _____

ADDRESS: _____

L. 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 or agent 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 or agent, any fee or any other consideration contingent on the making of the contract.

M. 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 the accompanying 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) the Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Company Name _____ Name _____

Date _____ Authorized Signature _____

ATTACHMENT II

CONFLICT OF INTEREST STATEMENT

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 Garrett College.

Company Name _____ Name _____

Date _____ Authorized signature _____

ACKNOWLEDGEMENT OF ADDENDA STATEMENT

No. _____, Dated _____

No. _____, Dated _____

The undersigned hereby affirms receipt of Addenda and inclusion in Proposal.

Company Name _____ Name _____

Date _____ Authorized signature _____

ATTACHMENT III

Price Proposal & Installation Dates

Garrett College anticipates awarding a fixed price contract for the services described herein for its Orchestra Shell System.

The undersigned agrees, having carefully examined the Request for Proposal and all associated documents including drawings, specifications, and all subsequent Addenda, and being familiar with the legal requirements (Federal, State, and local laws, ordinances, rules, and regulations) and all conditions and requirements of the Work affecting costs, progress, or performance of the Work and has made such independent investigation as deems necessary, hereby agrees to furnish all material, labor, equipment, and services, including all scheduled allowances, necessary to satisfy the Scope of Work for the following sum and on the following dates:

Price Proposal: _____ Dollars (\$ _____)

Installation Dates: _____, 20 ____

Date _____

Submitted by _____ (Company Name)

Authorized Signature _____

Name _____ (type or print)

Title _____ (Owner/Partner/President/Vice President)

Address _____

Phone _____

License No. _____

Federal ID No. _____

Witnessed by _____ (signature)

Notary Public _____ (type of print)

Commission Expires _____ (date)

ATTACHMENT IV

Insurance Requirements

1. Workmen's Compensation and Employers' Liability Insurance as required by laws of the State of Maryland with limits of not less than:
 - a. Bodily Injury by Accident: \$500,000 each accident
 - b. Bodily Injury by Disease: \$500,000 policy limit
 - c. Bodily Injury by Disease: \$500,000 each employee
2. Commercial General Liability Insurance with limits of not less than:
 - a. General Aggregate Limit (other than products/completed operations): \$2,000,000
 - b. Products/Completed Operations Aggregate Limit: \$2,000,000
 - c. Personal and Advertising Injury Limit: \$1,000,000
 - d. Each Occurrence Limit: \$1,000,000
3. Comprehensive Automobile Liability Insurance with limits of not less than:
 - a. Combined Single Limit of Liability Bodily Injury and Property Damage: \$1,000,000
 - b. Coverage shall be applicable to all autos, owned, hired, and non-owned.
4. Umbrella Liability Insurance with limits of not less than:
 - a. Each Occurrence Limit - \$5,000,000

All policies shall be issued by Insurance Carriers licensed to do business in the State of Maryland and having a rating in the latest edition of Best's Key Rating Guide, with a rating of an "A-VIII" or better. All of the policies of the Offeror, as addressed above, shall be primary to any insurance maintained by Garrett College and shall contain an endorsement acknowledging that any insurance maintained by Garrett College is excess. All policies shall include a Waiver of Subrogation in favor of the College.

Each policy of insurance shall contain the following endorsement: "It is understood and agreed that the Insurance Company shall notify the College in writing 30 days in advance of the effective date of any reduction in the dollar amount of coverage, notice of non-renewal, termination or cancellation of this policy". Certificates of Insurance evidencing each of the above coverages shall be delivered to the College within 15 days following the date of notice of contract award. Such certificates shall also include:

- a. The College as additional insured.
- b. The requirement for advance notice of reduction in the dollar amount of insurance, non-renewal, termination or cancellation of or change in coverage.

The successful firm shall not allow any liens to be filed against Garrett College by a person or firm for any reason arising out of the furnishing of services or materials by the firm. Any lien filed against Garrett College or its property shall be disposed of within 30 days of its filing. Failure of the contractor to dispose of such liens within the 30-day period shall constitute a default.

ATTACHMENT V

TERMS AND CONDITIONS

ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for 90 days or as otherwise specified in the RFP 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 RFP at any time prior to the RFP due date. If it becomes necessary to change or add to any part of this RFP, the College will post an addendum on the solicitation web page at: <https://www.garrettcollege.edu/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 Garrett 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 years after final payment under this agreement.

BID AND PERFORMANCE SECURITY If bid security is required, a bid bond, cashier's check, or bank money order in the amount indicated on the bid cover must accompany each proposal and be made payable to Garrett 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 deems the failure to be non-substantial. Such bid bonds or checks will be returned, upon request, to all except the three 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 Garrett College's purchase order number. All invoices will be paid within sixty days unless otherwise specified in the RFP 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 Garrett College reserves the right to cancel this solicitation or to reject all offers received, if the College's Purchasing Officer, 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 RFP.

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 GARRETT COLLEGE POLICIES While on the College's campus, Offeror agrees to comply with all applicable Garrett 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.

CONFLICT OF INTEREST As a condition of award of this contract, the Offeror 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 Offeror. 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.

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 Garrett 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.

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 RFP, the Contractor's proposal, and the signed Agreement/Purchase Order form the contract. The documents shall have the following order of precedence: this RFP, 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 RFP 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.

COOPERATIVE PURCHASE The College reserve the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from a solicitation to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The College assumes no authority, liability or obligation, on behalf of any other public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.

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 Garrett 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 designated office by the date and time specified in the RFP 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 as specified in the RFP, and clearly marked to indicate the bid title. Hand delivered proposals will be accepted only at the designated office.

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.

FORCE MAJEURE The performance of this agreement by either party is subject to actions of God, government authority, disaster, epidemic or other emergencies, fire, or riot, any of which make it illegal or impossible to provide the goods, facilities and/or services to be provide by a party under this contract. If one or more such circumstances occur, then performance under this agreement may be delayed or terminated for any one of more of such reasons by written noticed form one party to the other, in which case, neither party shall have any liability to the other, including any direct, consequential, compensatory, special, incidental, liquidated or other damages of any nature whatsoever, by reason of such delay or termination.

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 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 consecutive calendar days. During the 90-day acceptance period, the Contractor's performance must be consistent with the specifications contained herein and the Contractor's 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 Garrett 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 RFP, 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 RFP. 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 RFP 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 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 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 The 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 RFP. 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 RFP 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. 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 RFP and contract, will be mailed or delivered to the address shown on the proposal. No proposal 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 any subcontractors. 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 Garrett 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 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 RFP, 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 Garrett 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 the 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 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. 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.