BID PACKET
FOR
GC-2703: Roof Replacement at Garrett Information Enterprise Center (GIEC)

A. BID FORMAT

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

1) Bid Affidavit: Attachment I
2) Conflict of Interest, Ethics, & Acknowledgement of Addenda: Attachment II
3) Bid Form, Installation Dates: Attachment III
4) Firm Qualifications/ References: Please provide the name and contract information for three facilities where your company has completed similar projects.
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 90 days after the receipt of bids. The bidder agrees that failure to do so will result in forfeiture of the security to the College.
6) Performance and Payment Bonds: For construction contracts exceeding $100,000, the successful bidder shall, prior to contract execution, furnish a Performance Bond and a Payment Bond, each in an amount equal to 100% of the contract amount, covering the faithful performance of the contract and the payment of all obligations arising thereunder. The issuing surety must be licensed to conduct business in the State of Maryland.
   i. The cost of all required bonds shall be included in the bidder's bid price.
   ii. The successful bidder shall provide the required bonds prior to contract execution and before commencing any work under the contract.
   iii. The attorney-in-fact executing the required bonds on behalf of the surety shall affix to each bond a certified and current copy of the power of attorney.
   iv. The bond documents shall provide that modifications or changes to the contract that increase the total amount payable to the Contractor shall automatically increase the obligation of the surety, and notice to the surety shall not be required for such increased obligation. Language providing for this automatic increase must be included in the bond documents.
7) Licensure: Bidders shall be registered, licensed, and qualified for the type of work proposed, as necessary, in Garrett County and 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: Bidders shall maintain in force at all times during the term of the contract, insurance that will indemnify and hold harmless Garrett College. Provide insurance certification in accordance with Attachment IV.

B. COLLEGE TERMS AND CONDITIONS: Attachment V

ATTACHMENT I

BID AFFIDAVIT
FOR
GC-2703: Roof Replacement at Garrett Information Enterprise Center (GIEC)

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:

1) 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;
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 arising out of 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, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
5) 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;
6) 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 statue 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 grounds 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, of 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:

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 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:
            1. Abide by the terms of the statement; and

2. 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 TAX PAYMENT
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 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
CONFLICTS OF INTEREST, ETHICS & ACKNOWLEDGEMENT OF ADDENDA
FOR
GC-2703: Roof Replacement at Garrett Information Enterprise Center (GIEC)

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 ___________________________

ETHICS STATEMENT

In compliance with the Public Ethics Law contained in the Annotated Code of Maryland, State Government Article §15-508, I hereby affirm that no employee of or representative for our company assisted the College in the drafting of specifications, requirements, statements of work, invitation for bids or request for proposals for this procurement, nor did any individual or company who assisted in such drafting assist or represent this company, directly or indirectly, in submitting a bid or proposal for this procurement.
Company Name ______________________ Name ___________________________________
Date ______________________ Authorized signature ___________________________

ACKNOWLEDGEMENT OF ADDENDA STATEMENT

No., _________________________________ Dated_____________________________
No., _________________________________Dated_____________________________
The undersigned hereby affirms receipt of Addenda and inclusion in Bid/Proposal.
Company Name ______________________ Name __________________________________
Date ______________________ Authorized signature ___________________________

ATTACHMENT III
BID PRICE & INSTALLATION FORM
FOR
GC-2703: Roof Replacement at Garrett Information Enterprise Center (GIEC)

The undersigned agrees, having carefully examined the Invitation for Bids (IFB) 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:

BIDDER____Date_______________
Business Address____
Signature____Phone______________

The Unit Price bid shall consist of items as listed in Section 1 on GC-2703: Information for Bidders. No alternate shingle manufacturers, product lines, colors, or roofing systems will be accepted. Bids must be based on the Owens Corning TruDefinition® Duration® asphalt shingle roofing system in Estate Gray as specified.

ITEM DESCRIPTION	**TOTAL BID PRICE**
Roof Replacement	

INSTALLATION DATES	

These items will not be considered for bid award. They are on an as-needed basis.

CONTINGENCY ITEMS	**PRICE PER SHEET**
OSB Sheathing	
Plywood Sheathing	
Fiberboard Insulation	

SUBCONTRACTOR/SUPPLIER LISTING

List all subcontractors/suppliers whose percent of work is two (2%) percent or greater. Provide additional pages as necessary. Types of Work not listed indicate that the Contractor intends to perform the work with their own force. The Contractor shall not award work to a subcontractor(s) in excess of fifty (50%) percent of the total contract price, without written approval of Garrett College. Failure of Contractor to list subcontractors may result in disqualification of bid.

The following subcontractors/suppliers will be employed by this contract:

No.	**Type of Work**	**Subcontractors Address/Phone**	**Percent of Work**

ATTACHMENT IV
INSURANCE REQUIRMENTS
FOR
GC-2703: Roof Replacement at Garrett Information Enterprise Center (GIEC)

1) Worker'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:

1) The College as additional insured.
2) 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 bidder shall not allow any liens to be filed against Garrett College by a person or company for any reason arising out of the furnishing of services or materials by the bidder. 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

GENERAL TERMS AND CONDITIONS

For ALL Garrett College purchases

ARBITRATION

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. If they do not reach such solution within 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

AFFIRMATIVE ACTION NOTICE

Vendor is notified that they may be subject to the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222- 54(e); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements. All vendors and subcontractors shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

ASSIGNMENT

Vendor shall not assign or subcontract, in whole or in part, its rights or obligations under any contract without prior written consent of the College. Any attempted assignment without said consent shall be void and of no effect. Assignment of Accounts Receivables may be made only upon written notice furnished to the College.

ASSURANCE OF NON-CONVICTION OF BRIBERY

Vendor 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 college, any state, or the Federal Government.

AUDIT

Vendor shall permit audit and fiscal and programmatic monitoring of the work performed under any contract issued. The College shall have access to and the right to examine and/or audit any records, books, documents and papers of Vendor 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.

BACKGROUND INVESTIGATIONS FOR VENDORS

As a condition of award of this contract, all Vendors and subcontractors who will be working (this includes attending meetings) on the College campus or any other site leased, owned or used by the College, may be required to provide proof of a successful background check upon award of the Contract. This includes, but is not limited to, verification of credentials, criminal history, and driving records (as appropriate). The College reserves the right to request documentation from the successful Vendor and subcontractor for proof of their ability to work in the United States.

CHANGES

The College retains the unilateral right to order in writing, changes in the work within the scope of the contract. No change which increases rates or affects levels of service shall be made unless a signed change order is issued to the Vendor by the College's Procurement Office, incorporating such change and agreeing to the rate increment or revised service. If any changes cause an increase or decrease to the Vendor's cost of, or change in the time required for performance, an equitable adjustment shall be made, and the contract shall be modified in writing accordingly. No claim by the Vendor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

CONFIDENTIAL AND SENSITIVE INFORMATION

All Vendors that work in the proximity of Confidential and Sensitive Information (CSI) must agree to abide by the College's identity theft prevention policies and procedures. In the event that the service provider becomes aware of a red flag or data incident, the service provider is required to report the incident to their point of contact at the College. All Vendors that process, store or transport CSI provided by the college are required to give the College sufficient documentation to assess the provider's data security risk.

COMPLETE AGREEMENT

These terms and conditions, together with any other documents incorporated herein by reference, constitute the sole and entire agreement between the College and Vendor with respect to the subject matter hereof, superseding completely any oral or written communications unless the terms thereof are expressly incorporated herein. Where Vendor's quotation is referred to, such quotation is incorporated in this document only to the extent of specifying the nature or description of the goods ordered and only to the extent such items are consistent with the other terms herein.

COMPLIANCE WITH GARRETT COLLEGE POLICIES

While on the College's campus, Vendor 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.

COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

Vendor warrants that both the Vendor and/or any subcontractor of the Vendor do not and shall not hire, recruit or refer for a fee, for employment under this contract 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, as amended from time to time (hereinafter referred to as "IRCA"), including but not limited to any verification and record keeping requirements. Vendor 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 Vendor's or any subcontractor of the Vendor's noncompliance with "IRCA." Vendor 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 Vendor with "IRCA". Vendor recognizes that it is the Vendor'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

Vendor agrees to comply, at no additional expense, with all applicable executive orders, Federal, State, County, 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. The Vendor shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations.

DELAYS; FORCE MAJEURE

In no event shall the College be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including, without limitation, strikes; work stoppages; accidents; acts of war or terrorism; civil or military disturbances; riots; hostile foreign action; government acts or orders; nuclear incidents or explosions; acts of God; communicable diseases, epidemics or pandemics; natural disasters, such as hurricanes, tornadoes, earthquakes, typhoons, floods, fires or other catastrophic natural event; interruptions, loss or malfunctions of utilities, communications, transportation or computer (software and hardware) services; or any other act or failure to act by the other party or such other party's employees, agents, or contractors. The Vendor shall be liable for delays due to its fault or negligence. In the event of any excusable delay, the date of performance may be extended for a period equal to the time lost by reason of such delay, on written approval of the College's Procurement Office. An equitable financial adjustment may be negotiated between parties for any period of nonperformance.

DISPUTES

Any disputes arising under this contract which is not disposed of by agreement shall be decided by the President of Garrett College or designee. Pending final decision of the dispute, the Vendor shall proceed diligently with the contract performance. Nothing hereunder shall be interpreted to preclude the parties from seeking, after completion of the contract, any and all remedies provided by law.

ELECTRONIC TRANSMISSION

Any purchase order, contract, contract amendment or official documents is transmitted by electronic means, such transmission shall have the legal significance of a duly executed original.

ERRORS IN EXTENSION

Where the unit price and the extension price are at variance, the unit price will prevail. The College may reject a submittal as non-responsive if the unit prices are mathematically or materially unbalanced.

FINANCIAL DISCLOSURE

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

FOREIGN BUSINESS REGISTRATION

Pursuant to §7-202 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, before doing any interstate or foreign business in this State.

GRIEVANCE PROCEDURE RELATED TO THIRD-PARTY PROVIDER SERVICES

As applicable, Vendor shall maintain a clear and accessible process for receiving, documenting, and resolving student and College complaints or grievances related to the services provided under this Agreement. Vendor agrees to promptly notify the College of any formal complaints and to provide regular updates regarding their status and resolution. Students shall be informed that they may also submit grievances directly to the College in accordance with the College's established complaint procedures. The College reserves the right to review, investigate, and independently resolve any grievances related to the Vendor's services to ensure compliance with institutional standards and Middle States Commission on Higher Education (MSCHE) expectations for student support and fairness. Vendor shall cooperate fully with any such review or investigation, including providing access to relevant records, communications, and personnel. All grievances shall be addressed in a timely manner, with appropriate corrective actions implemented where warranted, and documentation maintained to support institutional oversight, continuous improvement, and accreditation compliance.

HAZARDOUS AND TOXIC SUBSTANCES

Vendor must comply with all applicable Federal, State, County and local 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. Pursuant to Occupational Safety and Health Act (OSHA) 29 CFR 1910, where applicable, SDS for the products supplied or used as a result of this contract must be sent to the attention of Director of Institutional Compliance Garrett College, 687 Mosser Road, McHenry, MD 21541. SDS must identify the contract number under which the products were supplied or used. The successful contractor shall submit Safety Data Sheets on any item requested by the procurement officer or other College official.

INDEMNIFICATION

Vendor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Vendor'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 Vendor's obligations under this agreement, on the part of any agent, director, partner, servant or employee of Vendor are deemed to be the Vendor's acts. Vendor 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 Vendor's performance under this agreement. Accordingly, the College shall notify Vendor promptly in writing of any claim or action brought against the College in connection with this agreement. Upon such notification, Vendor 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 Vendor. This indemnification provision shall survive the termination or completion of this agreement.

INDEPENDENT CONTRACTOR

Vendor agrees and understands that the services performed are done so as an Independent Contractor and not as an employee of the College and that the Vendor acquires none of the rights, privileges, powers or advantages of College employees. The Vendor is required to pay Federal and State taxes. The College shall not be responsible for withholding taxes with respect to the Vendor's compensation. The Vendor shall have no claim against the College for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

INSPECTION AND NON-CONFORMING GOODS

All goods received shall be subject to inspection by the College. The College shall have a reasonable time within which to inspect the goods and shall not be obligated to inspect goods purchased as spare parts, inventory or for future use until the same are to be used by the College. Excess or defective goods or goods not in accordance with the College's specifications will be held for a reasonable period of time for disposition in accordance with the Vendor's instructions at Vendor's risk and expenses and, if Vendor directs, will be returned at Vendor's expense. If the Vendor fails to cure any defects within ten (10) business days, the College reserves the right to repurchase the items elsewhere and the Vendor shall be liable for any excess price paid for the replacement item, plus applicable expenses. Payment for goods or services furnished or performed by Vendor shall not constitute acceptance by the College, and such payments shall be deemed to have been made without prejudice to any and all claims the College may have against Vendor. The College reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. All goods are fit for the purpose for which they were sold. U.C.C. as adopted by state law, concerning warranties applies to this purchase order.

INSURANCE

Vendor shall maintain such insurance as will indemnify and hold harmless the College for property damage and personal injury, including death, which may arise from the Vendor's or subcontractor's operations under this agreement, or by anyone directly or indirectly employed by the Vendor or subcontractor. The Vendor shall maintain, at a minimum, general liability, worker's compensation, and automobile liability insurance in amounts acceptable to the College. A waiver of Subrogation in favor of Garrett College is required for Worker's Compensation and General Liability. Coverages and coverage amounts are dependent on solicitation requirements. Insurance coverages and required amounts will be specified in the solicitation documents. Prior to beginning work, the Vendor shall send a certificate of insurance to riskmanagement@garrettcollege.edu and the College shall be named as additional insured on the insurance certificate and all applicable policies.

INTELLECTUAL PROPERTY

Vendor guarantees that the sale and/or use of the goods and services offered will not infringe upon any U.S. or foreign patent, trademark or copyright. Vendor will, at their 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 intellectual property infringement, arising out of the purchase or use of these materials, supplies, equipment or services covered by this contract.

INVOICES

Invoices and statements should be emailed to accountspayable@garrettcollege.edu, unless otherwise stated. The purchase order number should be included on the invoice. Failure to do so will result in delayed payment. Unless otherwise stated, invoices can be mailed to Garrett College, Attn: Accounts Payable 687 Mosser Road McHenry, MD 21541. Invoices sent by USPS will delay processing of payment.

MARYLAND LAW

This agreement shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

MARYLAND PUBLIC INFORMATION ACT

Vendor recognizes that the College is subject to the Maryland Public Information Act of Title 4 of the General Provisions Article of the Annotated Code of Maryland. Vendor agrees that it will provide any justification as to why any material, whole or in part, is deemed to confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed.

MINIMUM SAFETY REQUIREMENTS

Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Vendor shall comply, and shall secure compliance by its employees, agents, and lower tier subcontractors, with all applicable health and safety laws and regulations, including without limitation, Federal OSHA and equivalent OSHA state regulations, city and county ordinances and codes, uniform fire codes, DOT regulations, and owners' facility rules and regulations. The Vendor shall submit to owner, a copy of its Safety and Health Program for review and shall agree to make necessary changes in order to comply with specific facility rules and regulations if needed. The Vendor shall effectively execute the program elements and maintain the job site in a safe and healthful matter. The Vendor shall provide a safe and healthful environment for its employees and agents as well as the owners' representatives and agents. The Vendor shall report to the owners any governmental inspections or inquiries at the job site. The reasons for the inspection and results of the inspection shall be shared with the owners as soon as possible and no later than the next business day. Oral notification is expected as well as a written report detailing the inspection. All injuries, illnesses, and work-related incidents should be reported to the College immediately but, in no event, later than the next business day after the incident. The Vendor shall fill out an Incident Report and submit to the College no later than 48 hours after the initial incident. The College reserves the right to audit the Vendor safety and health related records and statistical information at any time.

NDAA COMPLIANCE

If this contract involves the purchase of telecommunication equipment or services, the Vendor represents and warrants that it is compliant with the John S. McCain National Defense Authorization Act ("NDAA") for Fiscal Year (FY) 2019 (Pub. L. 115-232) and the interim rule amending the Federal Acquisition Regulation to implement Section 889 of NDAA. The Vendor represents and warrants that it will not provide overed telecommunications equipment or services, as defined by NDAA, to the College in the performance of any contract, subcontract or other contractual instrument resulting from this agreement. After conducting a reasonable inquiry, the Vendor represents and warrants that it does not use covered telecommunications equipment or services, as defined by NDAA, or use any equipment, system, or service that uses covered telecommunications equipment or services.

NON-COLLUSION

Vendor certifies that is has neither agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of bid or offer being submitted herewith. Vendor 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 Vendor 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

Vendor agrees:

a) not to discriminate in any manner against an employee or applicant for employment due to age, race, color, religion, sex, creed, national origin, marital status, ancestry, gender, genetic information, physical or mental handicap unrelated in nature and extent so as reasonably preclude the performance of such employment, status as an individual with a disability, veteran, sexual orientation, or any other status as protected by law; and

b) to inform and instruct its employees that all forms of sex discrimination, sexual harassment and sexual misconduct are expressly prohibited, that employees who have been or are being subjected to sex discrimination, sexual harassment or sexual misconduct or who are aware of another who has been or is being subjected to such actions shall immediately notify Vendor's management, that retaliation for reporting any such conduct is expressly prohibited and that the Vendor will take timely and appropriate action against any of its employees who commit such prohibited acts; and c) above the provisions (a) and (b) above apply in any subcontract for standard commercial supplies or raw materials; and d) to post and to cause subcontractor to post in conspicuous places to employees and applicants for employment, notices setting forth the substance of this clause.

Failure to comply with the terms of this section shall be considered just cause under Termination for Default.

NON-HIRING OF EMPLOYEES

No employees of the College, or any Department, Commission, Agency or branch thereof whose duties as such include matters relating to or attending the subject matter of this agreement shall, while being employed, become or be an employee of the Vendor or subcontractor on this contract.

NON-VISUAL ACCESS

Vendor warrants that the information technology offered under this solicitation provides equivalent access for use by both visual and nonvisual means. This includes presenting all information and interactive prompts in formats accessible to nonvisual users; supporting integration into networks used to obtain, retrieve, and share information; and being compatible, whenever possible and without modification, with software and hardware used for nonvisual access. If modification is required, the Vendor further warrants that any associated cost will not increase the cost of the information technology by more than five percent. For purposes of this provision, "equivalent access" means the ability to receive, use, and manipulate information and operate controls through nonvisual means, such as keyboard controls and output via synthesized speech, Braille, or other audible or tactile methods.

PACKAGING

All goods delivered under this agreement shall be packed in accordance with acceptable trade practices. Cartons containing packing list must be so marked. Uncrated or bundled goods must be tagged with waterproof tags. The purchase order number shall be shown on all packing slips, bills of lading and invoices affixed or included with each shipment. No charges may be made over and above an offered price for packaging or for deposits on containers unless specified prior to offer acceptance.

POLITICAL CONTRIBUTION DISCLOSURE

Vendor shall comply with §§14-101-14-109, 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 or business receives in the aggregate $200,000 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.

PUBLICITY

Vendor 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.

QUALITY ASSURANCE, EVALUATION, AND MONITORING

As applicable, Vendor agrees to deliver credit and/or non-credit instructional services in a manner consistent with applicable Middle States Commission on Higher Education (MSCHE) expectations for academic quality, assessment of learning, and institutional effectiveness, as well as all applicable laws and College policies, including accessibility standards. The College reserves the right to establish and modify performance criteria, including instructional quality, alignment with stated learning outcomes, student satisfaction, instructor qualifications, participation and completion rates, and compliance with accessibility and regulatory requirements. To ensure ongoing quality and effectiveness, the College may monitor and evaluate the Vendor's services at its discretion, including reviewing course materials and delivery, accessing virtual classrooms or recordings, observing instruction, and examining student feedback, outcomes data, and instructor credentials. Vendor shall cooperate fully with such monitoring and shall collect and provide data sufficient to support the College's assessment and accreditation obligations. The College further reserves the right to conduct independent evaluations, including use of third-party reviewers or student surveys, and Vendor agrees to reasonably support such efforts. If deficiencies are identified, Vendor shall work in good faith with the College to implement corrective actions within established timeframes. Vendor acknowledges the College's responsibility to demonstrate continuous improvement and compliance with MSCHE standards and agrees to provide documentation, participation, and support necessary to meet those requirements.

QUANTITIES

The College assumes no obligation for articles or materials shipped in excess of the quantity ordered. Any over shipments will be subjected to rejection and may be returned at Vendor's expense.

RECORD RETENTION

Vendor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the College hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the College at all reasonable times.

REGISTRATION

Per the Annotated Code of Maryland, Corporations and Associations Article, all businesses formed in Maryland must be registered with the State Department of Assessments and Taxation.

RESERVATIONS

The College reserves the right to accept or reject any and all submittals 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. Further, the College reserves the right to make an award in whole, in part, or no award at all, at its sole discretion. The College reserves the right to reject the submittal of a Vendor who has previously failed to perform contracts of similar nature in a proper and timely manner. The College reserves the right to increase or decrease the quantities for which it is soliciting offers hereunder.

SEVERABILITY

If any term or condition of this contract is held invalid by any court, such invalidity shall not affect the validity of other terms and conditions of this contract.

STUDENT PROTECTION UPON TERMINATION OR AMENDMENT

As applicable, in the event of termination, expiration, or material modification of this Agreement, Vendor shall cooperate with the College to ensure the protection of enrolled students and the continuity of their educational experience, consistent with Middle States Commission on Higher Education (MSCHE) expectations for student support and institutional responsibility. Such measures may include, as determined by the College, completion of current instructional offerings, teach-out arrangements, transfer to comparable College or third-party offerings, or provision of alternative options to minimize disruption. Vendor shall continue to deliver services for a reasonable transition period as directed by the College and shall provide timely access to student records, instructional materials, and other information necessary to support continuity, student communication, and academic decision-making.

SUBCONTRACTORS

Vendors are solely responsible for the performance of their subcontractors. Subcontractors, if any, shall be identified and a complete description of their role relative to the Vendor and their performance shall be stated. The College reserves the right to reject any subcontractor. Nothing contained in these documents shall create any contractual relationship between any subcontractor and the College. Prior to receiving the final payment of a project, the Vendor shall certify in writing that payments to subcontractors have been made from the proceeds of prior payments, and that from the Vendor shall make final payment to its subcontractor(s) and suppliers in a timely manner in accordance with its contractual relationship with them.

SUPPORT OF PRIVACY GOVERNANCE PROGRAM

Vendor acknowledges the College has established a Privacy Governance Program in accordance with MD State Government Code § 10-13A-03(b). Vendor agrees to provide all necessary support for this program. This includes, but is not limited to 1) Authorized Processing: Limiting the processing of personally identifiable information (PII) strictly to the purposes documented by the Institution, 2) Individual Rights: Assisting the Institution in fulfilling requests from individuals to access, correct, delete, or opt-out of sharing their PII, 3) Data Accuracy: Taking reasonable steps to ensure any PII processed on behalf of the Institution remains accurate, relevant, and complete, and 4) Security Controls: Maintaining security procedures compatible with applicable federal and State standards to protect the confidentiality and integrity of the data.

SUSPENSION OF WORK

The College may, in its sole discretion, order the Vendor in writing to suspend, delay, or interrupt all or any part of the contract for such period of time as the College determines to be appropriate for its convenience.

TARIFF BASED PRICE ADJUSTMENTS

In the event that new tariffs or changes to existing tariffs are imposed by any governmental authority after the effective date of this contract, and such changes materially increase the cost of goods or materials necessary for performance, the supplier may request a price adjustment. The request must include documentation demonstrating the tariff's impact on unit cost. The parties shall negotiate in good faith to reach a fair adjustment not to exceed 10% of the original contract price. Documentation provided for verifiable proof to ensure price change is legitimate and justified includes: a) CBP Form 7501 (Entry Summary): This shows tariff duties paid upon entry to the U.S, b) CBP Form 7501, c) Commercial invoice showing the importation of goods, and d) Bill of lading or shipping documents indicating international sourcing.

TAX EXEMPTION

The College is exempt from Federal Excise and Maryland Sales and Use Tax. Exemption certificates are available upon request. Where a Vendor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Vendor shall pay the Maryland Sales Tax as the exemption does not apply.

TERMINATION FOR CONVENIENCE

The College may terminate all or any part of the purchase order, contract, or these terms and conditions for any reason at the College's convenience upon thirty (30) calendar day's written notice to the Vendor. The College will pay all reasonable costs associated with this contract for satisfactory work completed prior to termination and any reasonable costs associated with termination. Upon such termination Vendor agrees to waive all claims for damages, including those for loss of anticipated profits and to accept as its sole remedy for termination the value of all work performed prior to the termination and reasonable costs occasioned by termination. The College shall have no liability whatsoever for goods which are Vendor's standard stock.

TERMINATION FOR DEFAULT

If the Vendor has not performed, or has performed unsatisfactorily, or failed to provide acceptable form of current Certificate of Insurance, or acceptable form of bond (if required), the College may terminate the contract by written notice to the vendor. Written notice shall specify the act(s) or omission(s) of vendor to cause termination. The College shall pay for satisfactory performance for work completed prior to notice of termination, minus cost of any damage caused by Vendor's breach. If the cost of Vendor's damages exceeds any final compensation due, the Vendor will remain liable and the College may collect costs owed to it. Failure on the part of the Vendor to fulfill contractual obligations shall be considered just cause for termination of the agreement and the Vendor is not entitled to recover any costs incurred by the Vendor up to the date of termination.

TERMINATION FOR NON-APPROPRIATION

Garrett College is a public institution of higher education and its budget is subject to funding by governmental entities. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Vendor may not recover anticipatory profits or costs incurred after termination. The effect of termination of the Contract hereunder will be to discharge both the Vendor and the College from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Vendor may not recover anticipatory profits or costs incurred after termination.

TERMINATION FOR INSOLVENCY

If the College has reasonable cause to believe the Vendor is insolvent, or if any petition in bankruptcy or under any law for the relief of debtors is filed by or in respect of Vendor, then, at the option of the College, the agreement shall immediately terminate. In no event shall the agreement become an asset in any such proceeding nor shall the College be bound hereby after any act of bankruptcy by Vendor. Any delay by the College to exercise the right to terminate under this section shall not diminish or waiver that right.

TERMS OF DELIVERY

Delivery terms shall be FOB Destination unless otherwise stated. All prices shall include delivery. Delivery shall be made in accordance with the solicitation specifications. The College, in its sole discretion, may extend the time of delivery for excusable delays due to unforeseeable causes beyond the Vendor's control. The College unilaterally may order in writing the suspension, delay, or interruption of delivery hereunder. No charge will be allowed for cartage unless prior written agreement. All deliveries must be prepaid and delivered to Garrett College, Maintenance Building (750) 687 Mosser Road, McHenry, MD 21541. NO COD SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.

TERMS OF PAYMENT

Unless a payment is unauthorized, deferred, or delayed, payments to the Vendor pursuant to this Contract shall be made no later than 30 days after the College's receipt of a true and correct invoice from the Vendor.

TIME IS OF THE ESSENCE

Time is of the essence in the performance of this agreement. If goods are not delivered or service performed within the time specified herein, or if no time is specified then within a reasonable time, or if any goods or services fail to comply with specifications, the College shall have the right to purchase the goods and services on the open market, and Vendor shall be liable to the College for any excess cost of replacement goods or services over the price shown on this purchase order.

VENDOR SUSPENSION OR DEBARMENT

Vendor certifies that it is not suspended or debarred from participating in any State of Maryland or Federal contract awards.

WARRANTY

Vendor 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 Vendor further warrants all articles, material and work performed for a period of one (1) year, unless otherwise stated, from date of acceptance of the items delivered and installed. All repairs, replacements or adjustments during the warranty period shall be at Vendor's expense.

GARRETT COLLEGE

CONSTRUCTION TERMS AND CONDITIONS

Construction Terms and Conditions are in addition to the General Terms and Conditions and Formal Solicitation Terms and Conditions

ACCESS TO SITE, INSPECTIONS, CONCURRENT OPERATIONS

The College and its authorized representatives shall at all times have access to the work, to ensure that all instructions, terms and conditions and specifications are being strictly adhered to. The Contractor shall provide proper facilities for access. If the instructions, specifications, or any laws or ordinances require specific approvals or inspections, the Contractor shall give the College or other authority timely notice of its readiness of same. If any work should be covered up without such approvals or inspections, the College may require that it be uncovered at the Contractor's expense. The College reserves the right to perform work with its own forces, or to award separate contracts for work at the site under these, or similar, conditions. The Contractor shall cooperate with the College to ensure that all work progresses in a manner that does not unduly conflict with these activities or with normal operations of the College.

BONDING REQUIREMENTS

BID/PROPOSAL SECURITY:

For construction solicitations estimated to exceed $100,000.00, Contractor's submittal must be accompanied by a bid/proposal security. Security may be a bond issued by a Surety licensed in the State of Maryland, properly executed in favor of the Board of Trustees of Garrett College in an amount not less than five percent (5%) of the Contractor's submitted price or may be a Cashier's check, in an amount of not less than five percent (5%) of the submittal price. Submittals received without security will be rejected. Contractors who submit a cashier's checks as security for projects requiring performance and payment bonds must state on their submittal the name and address of the Surety that will furnish such bonds. Attorney-in-fact that executes the required bonds on behalf of the Surety shall affix thereto a certified and current copy of his power of attorney. Bid/proposal security will be returned to unsuccessful Contractors within 48 hours after the College and the awarded Contractor have executed the contract. If no contract is executed within ninety (90) days after the solicitation due date, bid/proposal security will be returned upon demand, provided that the Contractor has not received notice of intent to award.

PAYMENT AND PERFORMANCE BOND:

For construction contracts exceeding $100,000.00, prior to contract execution, the successful Contractor shall deliver to the College a Performance Bond and a Payment Bond in the amount of 100% of the contract amount covering faithful performance of the contract. In the event of contract termination for cause as provided for in the *General Terms and Conditions,* the College shall immediately serve notice upon the Contractor and the Surety, and the Surety shall have the right to assume and perform the contract. Should the Surety fail to commence performance thereof within ten (10) calendar days of such notice, the College shall have the right to take over and complete the contract, and the Contractor and the Surety shall be liable for any excess costs incurred thereby. The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Language to automatically increase the bond value without request by the College or approval from the Surety must be reflected in the bond documents.

CHANGES IN THE WORK

The College may order additions or modifications to, or deletions from the work specified, and the contract prices and time may be adjusted accordingly by written change order. The cost or credit for changes shall be based upon one or more of the following: 1) unit prices previously approved; and/or 2) a lump sum determined by mutual agreement; and/ or 3) the actual cost of direct labor, direct materials, plus overhead and profit at a fixed fee determined by mutual agreement. No claims for extra work or costs shall be allowed except upon issuance of a written change order from the College. The Contractor shall furnish an estimate of such costs with his request, and must furnish such bills, vouchers and payrolls as the College may request to support such claim(s).

CONTRACTOR'S EMPLOYEES, SAFETY & SECURITY

The Contractor shall at all time enforce strict discipline and good order among its employees, who shall be thoroughly experienced in the particular class of work for which they are employed. The Contractor shall supervise and direct the work using the best skill and attention to detail and shall be solely responsible for the adequacy, efficiency and safety of the plant, equipment, and methods, and for coordination of all work performed under the contract. The Contractor shall be represented at all times at the site by a supervisor or foreman satisfactory to the College, who shall meet with its representative regularly to ensure coordination of schedules and enforcement of College policy. The Contractor shall provide to the College's representative the qualifications of the site supervisor or foreman with evidence of their ability to manage the day-to-day operations of the project. The Contractor shall be responsible to the College for the acts and omissions of its employees, subcontractors and their agents or employees, and other persons performing any work under the contract. In the event of an accident or injury of any kind, the Contractor shall immediately notify the College's Security officers and furnish information for a full written report of the incident.

HAZARD COMMUNICATION PROGRAM

Contractors, subcontractors and their employees are required to exchange information with the College if they will be working in an area that uses or stores hazardous chemicals or if they will be bringing or using hazardous chemicals on the College campus. Contractors, subcontractors and their employees shall be permitted to view the Chemical Information Lists and the Safety Data Sheets (SDS) for all chemicals in the work area and shall be informed of the availability of the College's Hazard Communications Program. This information exchange shall be conducted by the College's Facilities Director or designee.

LAWS AND REGULATIONS, ROYALTIES AND PATENTS

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work, and promptly notify the College if the specifications or drawings are at variance therewith. Should the Contractor knowingly perform work contrary to such laws or regulations, and without such notice, they shall bear all costs arising therefrom. The Contractor shall pay all royalties and license fee and shall defend all suits or claims for infringement of patent rights, and save the College harmless from loss on account thereof.

LIQUIDATED DAMAGES

If specified in the solicitation document, the Contractor agrees that the work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time for completion. It is expressly understood and agreed, by and between the Contractor and the College, that the time for completion, takes into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the College, then the Contractor does hereby agree, as a part of consideration for the awarding of the contract, to pay to the College the amount set forth in the specifications for each calendar day past the date of Final Completion, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day or as otherwise described in the specifications, that the Contractor shall be in fault after the time stipulated in the contract for completing the work. The said amount is fixed and agreed upon by and between the Contractor and the College because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the College would in such event sustain, and said amount is agreed to be the amount of damages which the College would sustain and said amount shall be retained by the College from the payments due the Contractor.

MATERIALS

Unless otherwise specified, the Contractor shall provide and pay for all materials, labor, construction equipment and machinery, tools, utilities, water, transportation and other services and facilities necessary for the completion of the work, whether temporary or permanent. The Contractor warrants that all materials and equipment shall, unless otherwise specified, be new and that all work will be of good quality, free from faults and defects and in conformance with the specifications. The use of a brand or manufacturer's name in the description of any item is meant to indicate the quality, style, type or character or the article(s) desired, and shall be the basis upon which submittals are submitted and evaluated; it is not intended in any way to restrict competition.

PERMITS, LICENSES, CERTIFICATES

The Contractor shall obtain and pay for all necessary permits, licenses, and/or certificates, unless otherwise specified herein.

PREVAILING WAGE

The Contractor will follow Maryland Department of Labor Prevailing Wage requirements for any construction project with a value of $250,000 or more and with at least 25% State funding.

PROTECTION OF PUBLIC, WORK AND PROPERTY

The Contractor shall take all necessary precautions to ensure the safety of employees on the worksite and other persons who may be affected thereby, and comply with all applicable federal, state and municipal safety laws, ordinances, rules and regulations, and orders of public authorities. The Contractor shall be responsible for initiating and maintaining all safety programs, including erection of safeguards for the protection of workmen and the public required by the progress of the work. The Contractor shall give all notices and post all required signs warning against hazards created by such features of the work, including, but not limited to, stairways, hatchways, hoists, scaffolding, and falling materials. The Contractor shall advise the College of the name of a member of its organization on the worksite responsible for enforcement of the above requirements. The Contractor shall at all times provide reasonable protection to prevent damage or loss to the work and all equipment and materials to be incorporated therein, as well as other property at or adjacent to the worksite. The Contractor shall promptly make good any such damage or loss it caused, or by its subcontractors, or anyone directly or indirectly employed, or for whose acts any of them may be liable, except for damage or loss directly attributable to the College, or to errors in the contract documents. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

RETAINAGE

The College shall make progress payments on account of the Contract Price on the basis of the approved Contractor's Applications for Payment. If specified in the solicitation document, the College shall retain a portion of the amount due the Contractor in accordance with the following: a) Withholding may be five percent (5%) of the payment claimed; b) Any reduction in the percentage shall be made at the sole discretion of the College and will be considered only if the Contractor is making satisfactory progress and there is no specific cause for greater withholding;
c) The College may retain up to ten percent (10%) withholding if the Contractor is not making satisfactory progress or if there is other specific cause for such withholding. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage of work completed but, in each case, less than the aggregate of payments previously made and less such amounts as the College may withhold, including but not limited to, liquidated damages, in accordance with the Contract. Upon Final Completion and acceptance of the work by the College, the College shall pay an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the work completed, less any liquidated damages assessed.

SHOP DRAWINGS

The Contractor shall review and submit for approval all shop drawings, schedules, and samples required. The College will check and approve same for conformance with the design concept and compliance with the contract documents, and all work shall be in accordance with approved submittals.

STANDARD OF PERFORMANCE

The Contractor agrees to complete the work specified herein in good, workmanlike fashion, with that standard of care, skill and diligence normally provided by like professional organizations in the performance of similar services. The Contractor shall permit inspection of its operations, at any time, by the Board of Trustees of Garrett College or its authorized representatives, to determine that standards of quality are being met.

SUBCONTRACTORS

The Contractor shall submit for approval a written statement concerning proposed award to any subcontractor, furnishing such information as the College may require, and shall not award work to any subcontractor until the College's written approval is secured. The Contractor shall be as fully responsible to the College for the acts and omissions of its subcontractors, and their agents or employees, as it is for the acts of person directly employed. Contracts between the Contractor and the subcontractor(s) shall require each subcontractor to assume toward the Contractor all obligations and responsibilities which the Contractor assumes toward the College, insofar as applicable to the extent of the subcontractor's work. Nothing herein shall create any contractual relationship between any subcontractor and the College.

SUBSTITUTIONS

During the solicitation phase, any request for substitutions must be in writing and submitted to the Procurement Officer or designee specified by the questions due date and time. Articles offered by the awarded Contractor must equal to those specified by the solicitation. Requests for substitutions must be in writing, accompanied by documentary proof of equality from the manufacturer or supplier, and a statement of any credit or extra involved. Such requests shall not be considered a valid cause for delay. The decision of the College with regard to any such request shall be final in all cases, and no substitutions shall be purchased or installed without written approval.

TIME

All time limits stated herein are of the essence to the contract; thus, the Contractor shall expedite the work and achieve substantial completion within those limits.

UNCOVERING AND CORRECTION OF WORK

If re-examination of questioned work is ordered by the College or its authorized representative, the contractor must uncover that portion, and, if it is found to be defective or non-conforming, must bear all costs of uncovering and correction. Should the work be found in accordance with the specifications, or if the defects are determined attributable to another contractor, the costs of uncovering and replacement will, by written change order, be assumed by the College.

USE OF PREMISES, RESPONSIBILITY FOR TOOLS, MATERIALS, ETC.

The Contractor shall confine its equipment, storage of materials, and operations to the limits indicated by law, ordinances and the directions of the College, and shall not unreasonably encumber the premises with these materials. The Contractor shall store equipment and materials in such orderly fashion as will not unduly interfere with the progress of the work, the work of other contractors, or the routine operations of the College. The Contractor shall dispose of refuse, scrap, and debris daily, and ensure that the worksite has an orderly and workmanlike appearance at all times. The College shall have no responsibility for the loss, theft, disappearance of or damage to, equipment, tools, materials, or personal property of the Contractor or its employees, subcontractors, or materialmen, which may be stored at the jobsite.

WARRANTY

The Contractor shall correct, at his own expense, any work found to be defective or non-conforming within one (1) year after final acceptance, or such longer period as may be prescribed by law or any applicable special warranty. This provision is applicable to work of subcontractors, as well as direct employees of the Contractor.

GARRETT COLLEGE FORMAL SOLICITATION (RFP/IFB/RFQ)

TERMS AND CONDITIONS

Formal Solicitation Terms and Conditions are in addition to the General Terms and Conditions

ADDENDA

Should any vendor find discrepancy in the solicitation documents, or should the vendor be in doubt as to their meaning or intent of any part thereof, the vendor must, prior to questions due date and time, request clarification from the Procurement Office in writing, who will clarify via a posted addendum on the Garrett College Procurement Bid Board. All posted addenda shall form a part of the contract. The College will assume no responsibility for oral communications. Posted addenda must be acknowledged in the appropriate area of the solicitation submittal. Failure to acknowledge posted addenda may render the submittal as non-responsive.

BASIS FOR AWARD

Award may be made to the lowest responsive and responsible vendor(s). In addition to price, consideration will be given to the following when determining the lowest responsive and responsible vendor(s): what is in the best interest of the College; the quality and performance of the goods and services to be supplied; conformity to specifications; delivery time; previous performance; vendor location; references; and other unique requirements outlined in the request.

CANCELLATION

The College may cancel or withdraw any solicitation, in whole or in part, at any time.

CHANGES

Contract(s) arising from this solicitation shall not be modified, altered, or changed except by mutual agreement confirmed in writing by an authorized representative of each party to the Contract. No change which increases rates or affects levels of service shall be made unless a signed change order is issued to the vendor by the College's Procurement Office, incorporating such change and agreeing to the rate increment or revised service.

COOPERATIVE PURCHASING

The College reserves the right to extend the terms and conditions of this solicitation to any federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to parochial institutions, special districts, intermediate units, non-profit agencies providing services on behalf of the government, and/or state, community and/or private colleges/universities, and other schools that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to requirements which may be appended thereto. The vendor agrees to notify the issuing body of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, if requested. A copy of the contract pricing and bid requirements incorporated in the resulting contract will be supplied to the requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the vendor and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted directly to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the vendor. Garrett College does not assume any responsibility other than to obtain pricing for the specifications provided in the solicitation document.

ERRORS IN SUBMITTAL

Vendors are expected to fully acquaint themselves with all governing laws and ordinances, and inform themselves as to the instructions, terms and conditions, specifications, and other requirements before responding to a solicitation. Failure to do so will be at the Vendor's own risk; relief cannot be secured on plea of error.

FORM OF SUBMITTAL

Each submittal must be tendered in a securely sealed envelope, prominently marked with the solicitation number and title, the due date and time, and the name of the vendor. Required submittal documents must be completed in ink and signed by a person authorized to bind the vendor to a contract, if offered. Only original wet signatures or digitally certified electronic signatures will be accepted. Solicitation responses via email or facsimile shall not be accepted. When pricing is requested in both words and figures, the sum written in words shall govern in the case of any discrepancy. The College shall not pay any expenses incurred in the preparation or submission of any solicitation response. The College reserves the right to consider informal any bid not prepared in accordance with instructions. Conditional or qualified submittals may be rejected.

LATE SUBMITTALS

Submittals are due according to solicitation requirements. Submittals received after the specified due date and time will not be accepted.

MULTIPLE AWARD

The College reserves the right to offer contracts to one or multiple vendors. Selected vendor(s) shall be responsible for all products and services required by the solicitation.

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.

PRESENTATIONS

Vendors who respond to College solicitations may be required to make presentations to College representatives, at no expense to the College.

RECIPROCITY

The College is committed to support local businesses when practicable. If a vendor's jurisdiction applies a preference that favors a resident business over a non-resident business, the College may apply a reciprocal preference against the non-resident bidder or offeror in the evaluation of that procurement.

SOLICITATION ADVERTISEMENT AND SOLICITATION DOCUMENTS

Garrett College solicitations are posted on the eMaryland Marketplace Advantage website, www.procurement.maryland.gov, for public notification only. Garrett College's Procurement Bid Board is the only official repository of solicitation documents and any addenda, if posted. It is incumbent on Vendors to monitor the College's Procurement Bid Board to ensure that they have received the correct information, complete documents and any addenda. The College assumes no responsibility for verbal communications. Failure to monitor Garrett College's Procurement webpage may result in a non-receipt of important information prior to the due date which may result in the rejection of a submittal. Garrett College's Procurement Bid Board may be accessed here or via the following link: https://www.garrettcollege.edu/purchasing.php.

SOLICITATION DUE DATE

a) For Invitation for Bids (IFB): Each bid shall be submitted to the Procurement Office at the place specified herein, on or before the day and hour fixed for its receipt or opening. Bids received prior to that time will be securely kept unopened. No responsibility will attach to the College or its representative(s) for premature opening of any bid not secured and addressed as specified above. The Director will determine when the hour fixed for opening has arrived. At the time specified in the IFB document, Bids will be publicly opened and read aloud. No bid received thereafter will be considered. At the public bid opening, no determination of responsiveness or responsibility will be made.

b) For Request for Proposals: Each Proposal submitted shall be securely held until the date and time for the RFP closing. The Director, Procurement shall determine when the time for closing has arrived. No proposals shall be accepted after that time. There will be no public viewing of submitted proposals until after a contract is awarded, subject to Maryland Public Information Act requirements.

SPECIFICATIONS / ALTERNATES COMPLIANCE

Vendor shall comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as hereinafter described. Failure to request clarification(s) by the questions due date and time is a waiver to any claim by the Vendor for expense made necessary by reason of later interpretation of the contract documents. Alternate(s) may be offered by the Vendor in their submittal; however, the College reserves the right to reject any alternate(s) and require the specifications to be adhered to as indicated in the specifications.

VALIDITY

Submittals must be valid for a period of ninety (90) calendar days following the due date. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the College and the Vendor.

WITHDRAWAL

Submittals may be withdrawn by the Vendor at any time prior to the due date and time for the solicitation. Request for withdrawal must be made in writing to the College's Procurement Office .