

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](#).