

<b>SOLICITATION, OFFER, AND AWARD</b> St. Mary's College of Maryland	1. SOLICITATION NO.  RFP No 26695	2. TYPE OF SOLICITATION  <u>X</u> <b>NEGOTIATED (RFP)</b>	3. DATE ISSUED  December 22, 2021	PAGE 1 OF 56 PAGES

**IMPORTANT – The “offer” section on page 2 of this document must be fully completed by offeror.**

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. IFB No. 14372	6A. CONTRACT AWARD DATE:	6B. TITLE Library Re-visioning Project
7. ISSUED BY  St. Mary's College of Maryland 18952 E. Fisher Road St. Mary's City, MD 20686-3001		8. ADDRESS OFFER TO  St. Mary's College of Maryland 18952 E. Fisher Road St. Mary's City, MD 20686-3001 Attn: Procurement Division	
A. NAME:  Patrick G. Hunt Procurement Officer	B. TELEPHONE NUMBER 240-895-4307  C. FAX NUMBER 240-895-4916	D. EMAIL ADDRESS  pghunt@smcm.edu	

**SOLICITATION**

9. Sealed offers in one (1) original and (1) complete copy for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8 until **4:00 P.M., local time, January 13, 2022.**

**10. TABLE OF CONTENTS**

(x)	SEC.	DESCRIPTION	PAGE(S)	(x)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	A	SOLICITATION CONTRACT FORM	2	X	G	LIST OF ATTACHMENTS	1
X	B	SUPPLIES OR SERVICES AND PRICES COSTS	2	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	C	DESCRIPTION SPECS./WORK STATEMENT	7	X	H	BID/OFFEROR AFFIDAVITS	10
X	D	CONTRACT ADMINISTRATION DATE	4				
X	E	SPECIAL CONTRACT REQUIREMENTS	9	X	I	INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS/OFFERORS	10
PART II - CONTRACT CLAUSES							
X	F	CONTRACT CLAUSES	11		J	EVALUATION FACTORS FOR AWARD	

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

**OFFER (Must be fully completed by Offeror)**

**11. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (90 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

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

14. NAME AND ADDRESS OF OFFEROR:		15. TELEPHONE, FACSIMILE NO. AND EMAIL ADDRESS:	
		Tel No. _____	
		Fax No. _____	
		Email Address: _____	
16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	16A. SIGNATURE	16B. DATE	
17. NAME OF WITNESS (Type or print)	17A. SIGNATURE	17B. DATE	
18. TAXPAYER IDENTIFICATION NUMBER:	19. STATE OF ORIGATION (If required):	20. NAME AND ADDRESS OF RESIDENT AGENT IN MARYLAND (If required):	

Corporate Seal (If required)

**AWARD (To be completed by the College)**

**Your offer on this solicitation is hereby accepted as to the terms listed. This award consummates the contract, which consists of (a) College solicitation including all attachments and your offer/bid, and (b) this contract award. No further contractual document is necessary.**

21. ACCEPTED AS TO ITEMS NUMBERED	22. AMOUNT	23. ACCOUNTING INFO:
24. NAME OF CONTRACTING OFFICER (Type or print)	25. SIGNATURE OF CONTRACTING OFFICER	
Paul A. Pusecker		
	Date: _____	

**COUNTERSIGNATURE IF REQUIRED**

26. NAME AND TITLE OF COUNTERSIGNER (Type or Print)	27. SIGNATURE OF COUNTERSIGNER

**SECTION B**

**SUPPLIES OR SERVICES AND PRICE/COST**

**TABLE OF CONTENTS**

<b><u>CLAUSE NUMBER</u></b>	<b><u>CLAUSE NAME</u></b>	<b><u>PAGE NO.</u></b>
B.1	GENERAL DESCRIPTON	B-2

---

---

---

---

**B.1 GENERAL DESCRIPTON**

The Contractor shall furnish a detailed Fee Proposal with its Step II documentation for all services outlined in the solicitation.

**SECTION C**

**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**TABLE OF CONTENTS**

<b><u>CLAUSE NUMBER</u></b>	<b><u>CLAUSE NAME</u></b>	<b><u>PAGE NO.</u></b>
C.1	BACKGROUND	C-2
C.2	PROJECT SUMMARY	C-2
C.3	PROGRAM: ASSUMPTIONS AND GOALS	C-3
C.4	SCOPE OF SERVICES	C-3
C.5	SPECIALITY CONSULTANTS	C-4
C.6	SPECIFIC REQUIREMENTS	C-4
C.7	ALTERNATE 1	C-7

## C.1 BACKGROUND

.1 St. Mary's College - St. Mary's College (the College) is an agency of the State of Maryland that is governed by its own independent Board of Trustees. The College is located within historic St. Mary's City, the first capital of the State of Maryland and a federally designated national landmark district. The College offers undergraduate liberal arts education to a very highly qualified student body of about 1800 students.

The College enjoys a unique status in Maryland's public education system. As a state college, St. Mary's is committed to the ideal of public education - affordable, accessible and thriving on the diversity of the state's citizens. At the same time, the State of Maryland has set St. Mary's apart; unlike the other state colleges and universities, St. Mary's offers an undergraduate liberal arts education of the sort more commonly found at fine private colleges. St. Mary's shares the hallmarks of such institutions: an outstanding faculty, talented students, high academic standards, a challenging curriculum, small classes, a sense of community and a spirit of care and intellectual quest.

## C.2 PROJECT SUMMARY

.1 Mission of the Library Renovation Project: Libraries may be the harbinger of the future of higher education in colleges and universities. This inherently means building a community of practices to support a holistic approach to learning. While incorporating the traditional aspects of a library as a repository of printed materials and other media, the mission of the Library is to support research, study, collection storage, and student services. The College's existing facility is not properly configured to meet these goals. The challenge is to assess the needs, document the program, and redesign the interior of the existing library building to meet these future needs of the College's students and its student support organizations and activities.

.2 The Hilda C. Landers Library: (Attachment No. 1 Campus Map) The library building currently has 60,641 gross square feet (gsf); a combination of a 1968 three-story structure and a 1990 two story addition. The primary features of the library are a two-story entrance lobby, with traditional library functions such as circulation desk, reading lounges, periodical and reference book stacks, special collections, study rooms and carrels on the first and second floors with classrooms and other support spaces on the third floor. The College's Office of Information Technology occupies the first floor of the 1968 section of the building and the Center for Inclusive Teaching and Learning occupies much of the first floor "annex" of the 1990 wing. With one exception noted below, those areas are not included in the scope of this project.

.3 Summary Scope of Work: Like many libraries, the physical collections have shrunk as bound volumes and reference materials have been replaced with online resources. This has reduced the floor space required for the remaining collections. Simultaneously, the need for more student support and study space has increased. This project will seek to redistribute space resources within the building to better suit the current and future needs of the College. The A/E shall assist in developing a vision for this new center for student support and services, and shall design the interior to be functional, space-efficient and to meet the goals and assumptions outlined in the Program below.

### **C.3 PROGRAM: Assumptions and Goals**

.1 Incorporate new Student Services into the first and second floors of the Library: The first floor currently contains library functions such as the main circulation desk, reference and media collections, open student study areas, and faculty and staff offices. The first floor is currently the main space where in-person services are provided by Library employees to students and faculty. Currently underutilized spaces on the second floor include empty stack space, excess support space, study carrels, and a formal conference room. Most of the second floor of the 1990 wing, including the book stacks and the Reeves-Garner Reading Area, are not to be disturbed and are to remain open and accessible during the academic year. Several existing organizational units whose primary function is also to support student achievement and success are currently housed elsewhere on campus in spaces that do not meet their functional needs. This project proposes to relocate them into the first and/or second floors of the Library and provide appropriate facilities, which may include shared spaces. These units include the Center for Career and Professional Development (CCPD), the Office for Student Success Services (OS3), and possibly the Office for International Education (OIE). The Writing and Speaking Center, currently housed on the Library first floor, is to be incorporated into the new program, while its current build-out could possibly be revised. The Media Center's Digital Media Lab, currently located on the third floor, provides assistance for students' media projects. This function may also be considered as a candidate for relocating to the first or second floors. A key element of this consolidation is to explore the possibility of shared spaces among the new occupant units.

.2 Explore creative uses for spaces on the third floor: The third floor of the building currently houses a tiered seating lecture hall, two seminar rooms, the Media Services Support Lab, storage for Media Services equipment, a small audio/web video studio, a staff lounge, a student study lounge/photography studio, and a couple of offices. As part of the overall building restacking and visioning exercise, this project shall investigate the current use of these spaces, and explore alternatives for the use of space not otherwise required. Based on the outcome of the visioning and programming exercise, redesign of this floor may be included in the scope of services – See Alternate 1.

.3 Building Core elements to remain, with cosmetic improvements: Vertical circulation, technology, restrooms, and building service and support spaces will remain unchanged. The building's HVAC control system was upgraded two years ago, and the basic MEP systems are sound. The project will include replacement of aged finishes, upgrades to meet current ADA requirements, and a building-wide signage program for wayfinding and space identity.

.4 Improvements to Life Safety: Updates to exit access and other life safety systems are to be included in the scope. In particular, providing a second means of egress from the Library Annex (CITL) and a secondary emergency exit from the 1990 first floor area is to be included.

### **C.4 SCOPE OF SERVICES:**

#### **.1 Site survey and preparation of base drawings**

The College will provide copies of the original building design drawings for reference. A CAD plan will be provided as well; however, dimensional accuracy is not assured. A/E shall verify all dimensions and existing conditions.

---

## SECTION C

- .2 Visioning and Programming
- .3 Schematic Design
- .4 Design Development
- .5 Construction Documents
- .6 Bid Services, and
- .7 Construction Administration services as described in the contract and General Conditions.

Include all architectural design and drafting (CAD), mechanical, electrical, and fire protection engineering, interior design, furniture selection, and graphic design services necessary or incidental to provide bid documents and specifications comparable to other state-funded projects and to provide construction oversight for the project.

Provide a Maryland State Part I program at the conclusion of the Visioning process and Part II program at the conclusion of Schematic Design.

### **C.5 SPECIALTY CONSULTANTS**

In addition to normal and customary consultants for structural engineering, mechanical, plumbing, life safety, and electrical engineering, etc., the Prime Architect shall provide the services of specialty consultants including but not limited to the following:

- .1 Visioning and Collaborative Program Development (if deemed necessary by the A/E)
- .2 Interior Design and Furniture specification
- .3 Graphics and Signage design and specification
- .4 Classroom Technology/Audio-Visual design and specification

### **C.6 SPECIFIC REQUIREMENTS**

The following outline of expected services are additive to, or specific clarifications of the A/E's responsibilities as defined in the College's General Condition of the Contract between the Architect and St. Mary's College of Maryland ("General Conditions").

- .1 Budget: Project "Design-To" Budget
  - .1 ±\$3.0 Million
  - .2 Furnishing and Equipment: ±\$500,000
  - .3 Provide Cost Estimates at end of Schematic Design, Design Development and at 50% and 95% Construction Document phases.
  - .4 At the completion of each cost estimate, if the cost estimate exceeds the "Design-To" Budget, the A/E shall make recommendations to the College as to ways and methods to reduce the costs of constructing the Project to a sum which does not exceed said "Design-To" Budget, except as agreed to or directed in writing by the College Project Executive. Such recommendations shall not include any deletions which render the Project incomplete except as agreed to or directed by the College Project Executive. In this event, after consultation with the College, the contractor shall alter or redraft the design at each as necessary to accomplish the necessary reduction in Construction Cost at no additional fee.

---

## SECTION C



.5 If the Bid Price or "GMP" of the most qualified contractor exceeds the "Design-To" Budget the A/E shall analyze the bids or proposals and make recommendations to the College as to ways and methods to reduce the costs to not exceed said "Design-To" Budget, except as agreed to or directed in writing by the College Project Executive. Upon notice from the College, A/E shall alter or redraft the Construction Documents as necessary to accomplish the necessary reduction in cost at no additional fee, except if the reason the Bid Price or GMP exceeds the "Design-To" Budget is due to unforeseeable events or market changes not typically included in cost estimating contingencies. However, in the event that the Bid Price or GMP amount exceeds the "Design-To" Budget as a result of delays in bidding due to the A/E's failure to perform its obligations under this Agreement, no adjustment shall be made to the A/E's compensation.

- .2 Schedule
  - .1 Visioning/Programming: March – June 2022
  - .2 A/E Design: July – December 2022
  - .3 Construction: January 2023- August 2023
  
- .3 Design
  - .1 Codes and Standards

All state agencies, including St. Mary's College of Maryland shall utilize and apply the building performance standards set forth in the State's Model Performance Code at COMAR 09.12.50 and the State Fire Prevention Code at COMAR 12.03.01 promulgated pursuant to Public Safety Article, Section 6-206 of the Annotated Code of Maryland, as amended and effective as of the date of design, for all construction, alteration, remodeling and renovations of all buildings that are owned, leased, operated or controlled by the State.

**Effective Date:  
January 1, 2021**

- International Building Code (IBC) 2018 with the Department of Housing and Community Development (DHCD) modifications,
- International Existing Building Code (IEBC) 2018,
- International Energy Conservation Code (IECC) 2018,
- International Residential Code (IRC) 2015 with DHCD modifications (N/A),
- National Standard Plumbing Code (NSPC) 2018 illustrated with the Department of Labor Licensing and Regulation (DLLR) modifications,
- International Mechanical Code (IMC) 2018,
  
- National Electrical Code (NEC) 2020,
  
- Maryland Accessibility Code (MAC) COMAR 09.12.53,

- Maryland State Fire Prevention Code COMAR 29.06.01 including National Fire Protection Association - NFPA 101 Life Safety Code 2018 with State Fire Marshal Modifications,
- National Fuel Gas Code (NFGC) ANSI 2223.1, NFPA 54, 2012 Edition with DLLR modification,
- Liquefied Petroleum Gas Code (LPGC), NFPA 58, 2011 Edition with DLLR modifications,
- Elevators and conveying systems requirements as per IBC 2018 in addition to DLLR requirements,
- Safety Glazing requirements as per IBC 2018 in addition to DLLR requirements,
- Sediment Control and Storm Water Management: Comply with the latest regulations of the Maryland Department of Environment (MOE Article Sections 4-101 through 4-109 of the Annotated Code of Maryland and COMAR 26.09.01; 08.05.01 and 08.05.05). Also comply with requirements of the Maryland Critical Areas Commission (COMAR 08.05.07),
- Historic Lands: Annotated Code of Maryland Article 83B paragraphs 5-617 and 5-618,
- National Park Service - CFR 501 C-3 -Federal Standards for the curation of cultural property.

**.4 Building Environmental Controls**

All building systems required to support the renovated space shall be evaluated for energy conservation and shall meet the criteria of the LEED O+M (as applicable). The uses in the building will require upgraded acoustic performance requirement as well be planned for various occupancies at different parts of the day, evening and night.

**.1** Unless otherwise indicated on individual room data sheets, shall comply with the following requirements:

- .1** Compliance with Maryland DGS 'Procedures for Energy Conservation'.
- .2** 69F for heating - 74F for cooling; 50% relative humidity +/- 10%.
- .3** Individual room controls.
- .4** Integration and compliance with St. Mary's College existing central energy control system. (Siemens Desigo)

**.2** A standard of Noise Criteria (NC) shall not exceed NC 35 for all office, classroom and study areas.

**.5 Finish materials, Hardware, Equipment and other College Standards**

The College will provide to the contracted A/E a list of College standards for finish materials, hardware, light fixtures, equipment and other elements of the project.

**.6 Construction Phasing**

The design and construction sequencing should contemplate that the traditional library functions are accessible throughout the Academic Terms, and that relocation of functions must be timed to occur during breaks in the Academic Year and during the summer.

---

**C.7 ALTERNATES**

**ALTERNATE 1 – Third Floor Design and Engineering**

Redesign of the Third Floor (Phases SD-CA) based on the Program developed in the Visioning/Programming exercise in Section C.3.2 above shall be included upon receipt by A/E of a Contract Modification issued prior to the completion of Schematic Design.

(End Statement of Work)

---

**SECTION D**

**CONTRACT ADMINISTRATION DATA**

**TABLE OF CONTENTS**

<b><u>CLAUSE NUMBER</u></b>	<b><u>CLAUSE NAME</u></b>	<b><u>PAGE NO.</u></b>
D.1	PERIOD OF PERFORMANCE	D-2
D.2	IDENTIFICATION OF CONTRACT DELIVERABLES	D-2
D.3	NOTICES	D-2
D.4	TAX EXEMPTION	D-2
D.5	PROCUREMENT OFFICER	D-3
D.6	CHANGES	D-3
D.7	MODIFICATIONS	D-3
D.8	CONTRACTOR'S INVOICES	D-3
D.9	PAYMENT OF STATE OBLIGATIONS	D-3
D.10	OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM	D-4

**D.1 PERIOD OF PERFORMANCE**

Performance under this contract commences on or about February 1, 2022 and shall be completed by September 1, 2025

**D.2 IDENTIFICATION OF CONTRACT DELIVERABLES**

Unless otherwise specified, all documents prepared and submitted by the Contractor for the College under this contract shall include the following information on the cover page of each document:

- (a) Name and business address of the contractor;
- (b) Contract Number
- (c) Point of Contact
- (d) Date of transmittal

**D.3 NOTICES**

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

Mr. Patrick G. Hunt  
Procurement Officer  
St. Mary's College of Maryland  
18952 E. Fisher Road  
St. Mary's City, MD 20686

All notices for the Contractor will be sent to:

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

**D.4 TAX EXEMPTION**

The College is generally exempt from federal Excise Taxes, Maryland Sales and Use Taxes, District of Columbia Sales Taxes and Transportation Taxes. Exemption certificates shall be completed upon request. Where the contractor is required to furnish and install materials in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply. Tax exemption numbers for St. Mary's College of Maryland are:

Maryland State Tax Exempt No. 3000126-8  
District of Columbia Tax Exempt No. 9199-79411-01

## **D.5 PROCUREMENT OFFICER**

Upon award of a contract the College shall designate someone to serve as Procurement Officer for this Agreement. All contact between the College and Contractor regarding all matters relative to this Agreement after award shall be coordinated through the Procurement Officer.

## **D.6 CHANGES**

The College retains the unilateral right to require changes in the scope of services so long as the changes are within the general scope of work to be performed hereunder.

## **D.7 MODIFICATIONS**

Except as provided in D.6 "Changes," this Agreement may be amended only as mutually agreed to by the College and Contractor in writing. Except for the specific provision of the Agreement which is modified, the Agreement remains in full force and effect after modification, and is subject to the same laws, obligations, conditions, provisions, rules, and regulations, as it was before the modification.

## **D.8 CONTRACTOR'S INVOICES**

To facilitate payment invoices shall be forwarded to the College in triplicate and shall contain the following information, Contract Number, Purchase Order Number and Contractors Federal ID and any other information specified by the Procurement Officer. Each contract line item number (CLIN) will have assigned to it a Purchase Order Number. Invoices **MUST** show the correct Purchase Order number for the item(s) being billed. Failure to provide proper purchase order number will cause delays in the payment process and is cause for rejection of invoice. Invoices shall be sent to:

Accounts Payable  
St. Mary's College of Maryland  
47645 College Drive  
St. Mary's City, MD 20686-3001  
Phone: (240) 895-4238 or 4308  
Fax No. (240) 895-4916

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

## **D.9 PAYMENT OF STATE OBLIGATIONS**

Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor.

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

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

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

The State is not liable for interest:

- (1) Accruing more than one year after the 31<sup>st</sup>. day after the College receives the proper invoice; or
- (2) On any amount representing unpaid interest.

Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

**D.10 OPTION FOR INCREASED QUANTITY – SEPARATELY PRICED LINE ITEM**

The College may require the delivery of the numbered line item, identified in the Schedule as an alternate item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the alternate by written notice to the Contractor at time of award of the contract. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

---

(End of Section D)

**SECTION E**

**SPECIAL CONTRACT REQUIREMENTS**

**TABLE OF CONTENTS**

<b><u>CLAUSE NUMBER</u></b>	<b><u>CLAUSE NAME</u></b>	<b><u>PAGE NO.</u></b>
E.1	MINORITY BUSINESS PARTICIPATION	E-2
E.2	MBE LIQUIDATED DAMAGES	E-5
E.3	ELECTRONIC TRANSACTIONS	E-6
E.4	DELIVERY AND ACCEPTANCE	E-6
E.5	INTELLECTUAL PROPERTY	E-7
E.6	OWNERSHIP OF DICUMENTS, EQUIPMENT AND MATERIALS	E-7
E.7	DELAYS AND EXTENSIONS OF TIME	E-7
E.8	CORRECTIONOF ERRORS, DEFECTS AND OMMISSIONS	E-7
E.9	SUSPENSION OF WORK	E-8
E.10	MULTI-YEAR CONTRACT CONTINGET UPON APPROPRIATIONS	E-8
E.11	TRUTH-IN-NEGEOTIATION CERTIFICATION	E-8
E.12	INCORPORATED BY REFERENCE	E-8
E.13	KEY PERSONNEL	E-8



## E.1 MINORITY BUSINESS PARTICIPATION

### .1 Establishment of Goal and Subgoals:

An overall MBE subcontractor participation goal of **10%** of the total contract dollar amount has been established for this procurement.

**.2 Attachments 2-1 to 2-5.** The following Minority Business Enterprise participation instruction and forms are provided to assist Bidders/Offerors:

---

Attachment 2-1A	MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule ( <b>MUST BE SUBMITTED WITH BID/PROPOSAL</b> )
Attachment 2-1B	Waiver Guidance
Attachment 2-1C	Good Faith Efforts Documentation to Support Waiver Request
Attachment 2-2	Outreach Efforts Compliance Statement
Attachment 2-3A	MBE Subcontractor Project Participation Certification
Attachment 2-3B	MBE Prime Project Participation Certification
Attachment 2-4A	Prime Contractor Paid/Unpaid MBE Invoice Report
Attachment 2-4B	MBE Prime Contractor Report
Attachment 2-5	Subcontractor/Contractor Unpaid MBE Invoice Report

---

**.3** A Bidder/Offeror shall include with its Bid/Proposal a completed MBE Utilization and Fair Solicitation Affidavit (**Attachment No. 2-1A**) whereby:

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

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

(c) A Bidder/Offeror requesting a waiver should review Attachment No.2-1B (Waiver Guidance) and 2-1C (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request. ***If a Bidder/Offeror fails to submit a completed Attachment No.2-1A with the Bid/Proposal as required, the Procurement Officer shall determine that the Bid is non-responsive or the Proposal is not reasonably susceptible to being selected for award.***

.4 Bidders/Offerors are responsible for verifying that each of the MBE(s) (including any MBE primes and/or MBE primes participating in a joint venture), selected to meet the goal and any subgoals and subsequently identified in **Attachment 2-1A** is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.

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

- (a) Outreach Efforts Compliance Statement (**Attachment No.2-2**);
- (b) MBE Prime/Subcontractor Project Participation Certification (**Attachment No. 2-3A/3B**);
- (c) If the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.
- (d) Any other documentation required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.

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

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

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

- (a) **Attachment No. 2-4A** (Prime Contractor Paid/Unpaid MBE Invoice Report);
- (b) **Attachment No. 2-4B** (MBE Prime Contractor Report);
- (c) **Attachment No. 2-5** (MBE) Subcontractor/Contractor Unpaid MBE Invoice Report).

.8 A Bidder/Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request

(Attachment No. 2-1C) and all documentation within ten (10) working days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in **COMAR 21.11.03.11**.

**.9** All documents, including the MBE Utilization and Fair Solicitation Affidavit \* MBE Participation Schedule (**Attachment No. 2-1A**), completed and submitted by the Bidder/Offeror in connection with its certified MBE participation commitment shall be considered a part of the resulting Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Bid/Proposal for order of precedence purposes.

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

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

In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule (Attachment No. 2-1A) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the sub-goals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule (Attachment No. 2-1A)) used to meet those goals. If dually-certified, the MBE prime can be designated as only one of the MBE classifications but can self-perform up to 100% of the stated sub-goal.

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

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

(a) Submit by the 25th of each month to the Agency's designated representative:

(i) A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment No. 2-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and

(ii) If Applicable) An MBE Prime Contractor Report (Attachment No. 2-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.

(b) Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit by the 25<sup>th</sup> of each month to the College's designated representative an MBE Subcontractor Paid/Unpaid Invoice Report (Attachment No. 2-5) that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding thirty (30) days, as well as any outstanding invoices, and the amounts of those invoices.

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

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

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

## **E-2 MBE LIQUIDATED DAMAGES**

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

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

.1 Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B(3): **\$6.49** per day until the monthly report is submitted as required.

.2 Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B(4): \$22.71 per week per MBE subcontractor.

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

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

.5 Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of the Contract: **\$22.71** per day until the undisputed amount due to the MBE subcontractor is paid.

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

### **E.3 ELECTRONIC TRANSACTIONS**

Electronic transactions are not permitted in connection with this Agreement unless authorized by the Contracting Officer.  
(End of clause)

### **E.4 DELIVERY AND ACCEPTANCE**

Delivery shall be made in accordance with the solicitation specifications. The College, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The College unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The College reserves the right to test any materials, equipment, supplies or services delivered to determine if the specifications have been met.

The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to or on the date specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. The College reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.  
(End of clause)



## **E.5 INTELLECTUAL PROPERTY**

Contractor agrees to indemnify and save harmless the College, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.  
(End of clause)

## **E.6 OWNERSHIP OF DOCUMENTS, EQUIPMENT AND MATERIALS**

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

## **E.7 DELAYS AND EXTENSIONS OF TIME**

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.  
(End of clause)

## **E.8 CORRECTION OF ERRORS, DEFECTS AND OMISSIONS**

The Contractor agrees to perform work as may be necessary to correct errors, defects and omissions in the services required under this contract, without undue delays and without cost to the College. The acceptance of the work set forth herein by the College shall not relieve the Contractor of the responsibility of subsequent correction of such errors.

## **E.9 SUSPENSION OF WORK**

The procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of this work for such period of time as he may determine to be appropriate for the convenience of the College.

## **E.10 MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATION**

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available: provided, however, that this will not affect either the College's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the College from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The College shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

(End of clause)

## **E.11 TRUTH-IN-NEGOTIATION CERTIFICATION**

The Contractor by submitting cost or price information, including wage rates or other actual unit costs, certifies to the best of its knowledge, information and belief, that:

.1 The wage rates and other factual unit costs supporting the firm's compensation, as set forth in the proposal, are complete and current as of the contract date;

.2 If any of the item of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude and significant sum by which the price was increased because of the defective data. The College's right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and

.3 If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs.

## **E.12 INCORPORATION BY REFERENCE**

The General Conditions of the Contract between St. Mary's College of Maryland and the Architect Engineer (Attachment No.3), and all terms and conditions of this solicitation, any appendices and amendments thereto, and the Contract/Bid Affidavits signed by the Vendor and returned with the bid are all incorporated by reference into any contract.

## **E.13 KEY PERSONNEL**

.1 Contractor shall assign to this contract the following key personnel:

Name

Title

Telephone No.

---

---

---

**.2** During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. Contractor shall notify the Procurement Officer within 15 calendar days after the occurrence of any of these events and provide the information required by Paragraph .3 below. After the initial 90-day period, the Contractor shall submit the information required in Paragraph .3 to the Procurement Officer at least 15 calendar days prior to making any permanent substitutions.

**.3** Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutions and any additional information requested by the Procurement Officer. Proposed substitutes shall have comparable qualifications to those of the person being replaced. The Procurement Officer will notify the contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The Contract will be modified to reflect any approved changes of key personnel.

**.4** The approval of substitute personnel will not be considered to be grounds for an increase in the contract price.

(End of Section E)



**SECTION F**

**CONTRACT CLAUSES**

**TABLE OF CONTENTS**

<b><u>CLAUSE NUMBER</u></b>	<b><u>CLAUSE NAME</u></b>	<b><u>PAGE NO.</u></b>
F.1	COLLEGE SECURITY PROVISIONS	F-3
F.2	COLLEGE POLICIES, RULES AND REGULATIONS	F-3
F.3	PRE-EXISTING REGULATIONS	F-3
F.4	EMPLOYEE CONDUCT	F-3
F.5	ETHICS	F-3
F.6	RETENTION OF RECORDS	F-3
F.7	DISSEMINATION OF INFORMATION	F-3
F.8	RESPONSIBILITY OF CONTRACTOR	F-3
F.9	NON-EXCLUSIVE CONTRACT AND NO ASSURANCE OF WORK	F-4
F.10	BANKRUPTCY	F-4
F.11	SUBCONTRACTING, ASSIGNMENT	F-4
F.12	LICENSES AND REGISTRATION	F-4
F.13	COMPLIANCE WITH LAWS	F-4
F.14	CONTINGENT FEE PROHIBITION	F-5
F.15	NON-DISCRIMINATION IN EMPLOYMENT	F-5
F.16	COMMERCIAL NON-DISCRIMINATION CLAUSE	F-5
F.17	AFFIRMATIVE ACTION NOTICE	F-6
F.18	NON-HIRING OF EMPLOYEES	F-6
F.19	DRUG FREE AND ALCOHOL-FREE WORKPLACE	F-6

F.20	CORPORATE REGISTRATION	F-6
F.21	FINANCIAL DISCLOSURE	F-7
F.22	POLITICAL CONTRIBUTION DISCLOSURE	F-7
F.23	FEDERAL LOBBYING PROHIBITION	F-7
F.24	COMPLIANCE WITH ADA	F-7
F.25	LICENSES, REGISTRATION AND QUALIFICATIONS	F-8
F.26	ANTI-BRIBERY	F-8
F.27	ARREARAGES	F-8
F.28	QUALIFICATIONS TO DO BUSINESS IN THE STATE OF MARYLAND	F-8
F.29	FIXED OR UNIFORM PRICE	F-8
F.30	EPA COMPLIANCE	F-8
F.31	OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)	F-8
F.32	INDEMNIFICATION	F-8
F.33	DISPUTES	F-9
F.34	TERMINATION FOR DEFAULT	F-10
F.35	TERMINATION FOR CONVENIENCE	F-10
F.36	SET-OFF	F-10
F.37	BID/PROPOSAL AFFIDAVIT BY CONTRACTOR	F-10
F.38	REPRESENTATION	F-10
F.39	MARYLAND LAW PREVAILS	F-10
F.40	FIXED OR UNIFORM PRICE	F-11
F.41	ENTIRE AGREEMENT	F-11

## **F.1 COLLEGE SECURITY PROVISIONS**

All security requirements established by the College for its facilities shall become a part of these specifications, and it shall be the vendor's responsibility to comply with these security provisions.

## **F.2 COLLEGE POLICIES, RULES AND REGULATIONS**

The Contractor agrees to abide by all college policies, rules and regulations in effect for all St. Mary's College of Maryland employees while working on the campus and/or dealing with any students off the campus in furtherance of the Contractor's obligations under this contract.

## **F.3 PRE-EXISTING REGULATIONS**

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

## **F.4 EMPLOYEE CONDUCT**

Contractor is responsible for all of its employees and their actions while on the campus and the college reserves the right to remove from the premises any employee of the Contractor who in any way acts in a manner which is considered unacceptable by the College.

## **F.5 ETHICS**

This Contract is cancellable in the event of a violation of the Maryland Public Ethics Law by the Contractor or any College employee or official in connection with this procurement.

## **F.6 RETENTION OF RECORDS**

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

## **F.7 DISSEMINATION OF INFORMATION**

Contractor may not release any information related to the services or performance of the services under this Contract nor publish any final reports or documents without the prior written approval of the College. Contractor shall indemnify the State and the College, their officials, agents and employees, from any liability that may be incurred by reason of dissemination, publication, distribution or circulation, of any information or materials pertaining to this Contract by Contractor, its agents or employees.

## **F.8 RESPONSIBILITY OF CONTRACTOR**

Contractor shall perform the services with that standard of care, skill and diligence normally provided by a contractor in the performance of similar services. If Contractor fails to perform the services, and such failure is made known to Contractor within two years after expiration of this Agreement, it shall, if required by The College, perform at its own expense and without additional cost to the College, those

services necessary for the Correction of any deficiencies or damage resulting from Contractor's failure under this obligation, in addition to and not in substitution for any other remedy available to the College.

#### **F.9 NON-EXCLUSIVE CONTRACT AND NO ASSURANCES OF WORK**

The parties acknowledge and agree that this Contract is not exclusive and that the College may purchase the same or similar goods and services from other vendors. Further, the Contractor acknowledges that it has received no assurances of any minimum amount or type of work or any minimum amount of compensation under this Contract.

#### **F.10 BANKRUPTCY**

Upon the filing of any bankruptcy proceeding by or against Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, Contractor must notify the College immediately. Upon learning of the actions herein identified, the College reserves the right at its sole discretion either to cancel the contract or to affirm the contract, and to hold contractor responsible for damages.

#### **F.11 SUBCONTRACTING, ASSIGNMENT**

Contractor may not, during the term of this Agreement or any renewals or extensions of the Agreement, assign or subcontract all or any part of the Agreement without the prior written approval of the Procurement Officer. Any approved subcontract or assignment is subject to all terms and conditions that the State deems necessary. The College is not responsible for Contractor's obligations to its subcontractors.

#### **F.12 LICENSES AND REGISTRATION**

The Contractor must be licensed as required by the laws of the State of Maryland as applicable to the performance of work under this Contract.

#### **F.13 COMPLIANCE WITH LAWS**

The Contractor hereby represents and warrants that:

.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

.2 It is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

.3 It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

.4 IT shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

#### **F.14 CONTINGENT FEE PROHIBITION**

The Contractor, architect or engineer (as applicable), warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the contractor, architect, or engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

#### **F.15 NON-DISCRIMINATION IN EMPLOYMENT**

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

#### **F.16 COMMERCIAL NON-DISCRIMINATION CLAUSE**

A. As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination.

Contractor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

B. As a condition of entering into this Agreement, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by

the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

#### **F.17 AFFIRMATIVE ACTION NOTICE**

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

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

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

#### **F.18 NON-HIRING OF OFFICIALS AND EMPLOYEES**

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

#### **F.19 DRUG FREE AND ALCOHOL-FREE WORKPLACE**

The contractor warrants that the Contractor shall comply with COMAR 21.11.08 Drug and Alcohol-Free Workplace and that the Contractor shall remain in compliance throughout the term of the Contract.

#### **F.20 CORPORATE REGISTRATION**

Pursuant to 7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, MD 21201, before doing



any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.

#### **F.21 FINANCIAL DISCLOSURE**

Contractor shall comply with the State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State and receive in the aggregate \$200,000 or more during 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.

#### **F.22 POLITICAL CONTRIBUTION DISCLOSURE**

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contribution in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Election website: [http://www.elections.state.md.us/campaign\\_finance/index.html](http://www.elections.state.md.us/campaign_finance/index.html).

#### **F.23 FEDERAL LOBBYING PROHIBITION**

In accordance with 31 U.S. C. § 1352, The College and Contractor, and any subcontractors are prohibited from using any federal funds for the purpose of lobbying Congress or any federal agency in connection with the awarding of a particular contract, grant, cooperative agreement, or loan. Any recipient of federal funds that received over \$100,000 in federal monies must also file a "Disclosure of Lobby Activities" from (Federal Form SF LLL). Contractor hereby specifically agrees to abide by all applicable requirements of 31 U.S.C. § 1352.

#### **F.24 COMPLIANCE WITH ADA**

Contractor shall comply with the Americans with Disabilities Act (ADA), 42, U.S.C. § § 12101 et seq. and applicable regulations. To the extent required by the ADA, Contractor's facilities, services, and programs shall be accessible to persons with disabilities. Contractor shall bear sole responsibility for assuring that its activities under this Agreement conform to the ADA. Contractor shall indemnify the State in any action brought pursuant to the ADA for all damages, attorney fees, litigation expenses, and costs, if such action or proceeding arises from the acts of Contractor, or of Contractor's employees, agents, or subcontractors.

## **F.25 LICENSES, REGISTRATION AND QUALIFICATIONS**

All work performed by the Contractor shall conform to all State and local codes and ordinances and such other statutory provisions that pertain to this class of work. Such codes, rules, regulations and local ordinances are to be considered part of these specifications. The College reserves the right to require that the Contractor demonstrate that it has the skills, equipment and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project. The College has the option of requiring all personnel working on this contract to have copies of their license/registration forms on file with the Purchasing Agent at the college.

## **F.26 ANTI-BRIBERY**

The Contractor warrants that neither it nor any of its officers, directors or partners, nor any employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.

## **F.27 ARREARAGES**

By submitting a response to this solicitation, a vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

## **F.28 QUALIFICATIONS TO DO BUSINESS IN THE STATE OF MARYLAND**

Any out of state entity not already registered with the Maryland State Department of Assessments and Taxation to do business in Maryland shall be required to do so prior to entering into a contract with the College.

## **F.29 FIXED OR UNIFORM PRICE**

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

## **F.30 EPA COMPLIANCE**

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

## **F.31 OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)**

All materials, supplies, equipment or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

## **F.32 INDEMNIFICATION**

.1 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, and, if requested, defend the State of Maryland and St. Mary's College of Maryland and their trustees, officers, employees, representatives, and agents, from any and all claims, costs, damages, expenses,



liability, losses, judgments, and causes of actions (including attorney's fees, settlements made in good faith and arbitration awards) which arise out of or result from the performance of this Contract, including any acts or omissions of the Contractor, its officers, employees, subcontractors, or agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnification which would otherwise exist as to any party or person.

.2 The College is not liable in any action of tort, contract, or otherwise for any actions of Contractor arising out of this Agreement. The college shall not assume any obligation to defend, indemnify, hold harmless, or pay any attorneys' fees, claims, costs, expenses, judgments, or settlements that may arise from or in any way be associated with the performance or operation of this Contract.

.3 The Contractor shall immediately notify the Procurement Officer by phone and in writing of any claim or suit made or filed against the Contractor or its Subcontractors regarding any matter resulting from or relating to the Contractor's performance of work under the Contract. The Contractor shall cooperate, assist, and consult with the College in the defense or investigation of any claim, suit, or action made or filed against the College as a result of or relating to the Contractor's performance under this Contract.

### **F.33 DISPUTES**

.1 Except as otherwise may be provided by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this Disputes clause and in accordance with SMCM Procurement Policies and Procedures, Section 8, "Protest and Appeals."

.2 As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this clause.

.3 Prior to filing a contract claim, the contractor shall contact the Procurement Officer and attempt, in good faith, to resolve by mutual agreement any disputes or disagreements that arise in connection with the Contract. When a dispute cannot be resolved by mutual agreement, the contractor shall submit a written contract claim to the Procurement Officer for a decision, made in consultation with the Office of the Attorney General. The claim shall be filed with the Procurement Officer within thirty (30) days of when the basis of the claim was known or should have been known, whichever is earlier.

.4 The Procurement Officer's decision shall be final and conclusive unless the contractor mails or otherwise files a written appeal as provided by SMCM Procurement Policies and Procedures, Section 8, "Protest and Claims" within 30 days of receipt of the decision.

.5 Pending resolution of a claim, the contractor shall proceed diligently with the performance of the contract in accordance with the Procurement Officer's decision.

### **F.34 TERMINATION FOR DEFAULT**

If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates and provision of the contract, the College may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the college's option, become the College's property. The College shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the contractor will remain liable after termination and the college can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11(B)

### **F.35 TERMINATION FOR CONVENIENCE**

The performance of work under this contract may be terminated by the College in accordance with this clause in whole, or from time to time in part, whenever the College shall determine that such termination is in the best interest of the College. The College will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

### **F.36 SET-OFF**

The State may deduct from and set off against any amounts due and payable to Contractor any back-charges, penalties, or damages sustained by the State, by virtue of any breach of this Contract by Contractor or as otherwise permitted by law. Nothing herein shall be construed to relieve Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.

### **F.37 BID/PROPOSAL AFFIDAVIT BY CONTRACTOR**

All terms and conditions of the Bid/Proposal Affidavit, attached as Section H, are made a part of this contract.

### **F.38 REPRESENTATION**

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

### **F.39 MARYLAND LAW PREVAILS**

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

**F.40 FIXED OR UNIFORM PRICE**

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

**F.41 ENTIRE AGREEMENT**

This Agreement, together with the Attachments and other documents incorporated by reference, represents the complete and final understanding of the parties. No other understanding, oral or written, regarding the subject matter of this Agreement, may be deemed to exist or to bind the parties at the time of execution.

(End of Section F)

**SECTION G**

**LIST OF ATTACHMENTS**

<b><u>ATTACHMENT NO.</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>NUMBER OF PAGES</u></b>
1	Campus Map	1
2.	MBE Forms	24
3.	General Conditions of the Contract between the Architect/Engineer and St. Mary's College of Maryland	26

(End of Section G)

**SECTION H**

**BID/PROPOSAL AFFIDAVIT**

**TABLE OF CONTENTS**

<b><u>CLAUSE NUMBER</u></b>	<b><u>CLAUSE NAME</u></b>	<b><u>PAGE NO.</u></b>
H.1	AUTHORIZED REPRESENTATIVE	H-2
H.2	AFFIRMATION REGARDING BRIBERY CONVICTIONS	H-2
H.3	AFFIRMATION REGARDING OTHER CONVICTIONS	H-2
H.4	AFFIRMATION REGARDING DEBARMENT	H-5
H.5	AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES	H-5
H.6	SUB-CONTRACT AFFIRMATION	H-5
H.7	AFFIRMATION REGARDING COLLUSION	H-6
H.8	FINANCIAL DISCLOSURE AFFIRMATION	H-6
H.9	POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION	H-6
H.10	DRUG AND ALCOHOL-FREE WORKPLACE	H-6
H.11	CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT	H-8
H.12	CONTINGENT FEES	H-9
H.13	CERTIFICATION REGARDING INVESTMENTS IN IRAN	H-9
H.14	CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO	H-9
H.15	ENVIRONMENTAL ATTRIBUTES	H-10
H.16	ACKNOWLEDGEMENT	H-10

**1. 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.

**2. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

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

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

**3. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
  - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
  - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud

Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

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

(5) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in (1)-(4) above;

(6) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, for acts in connection with the procurement of a contract, of willfully:

- (a) Falsifying, concealing, or suppressing a material fact by any scheme or device;
- (b) Making a false or fraudulent statement or representation of a material fact;
- (c) Using a false writing or document that contains a false or fraudulent statement of a material fact; and/or
- (d) Aiding or conspiring with another person to commit an act under (a)-(c) above.

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

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

(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

- (a) §7201, Attempt to Evade or Defeat Tax;
- (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
- (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
- (d) §7206, Fraud and False Statements, or
- (e) §7207, Fraudulent Returns, Statements or Other documents;

(10) Been convicted of a violation of 18 U.S.C. §286 conspiracy to Defraud the Government with Respect to Claims, 18 U.S. C. §287, False, Fictitious or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;

(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

- (a) A court:
  - (i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act;

and

(ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A Court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act;

and

(ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4 or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act;

and

(ii) Not overturned on judicial review; and

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

---

---

---



**4. AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

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

---

---

---

**5. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to [Sections 16-101, et seq., of the State Finance and Procurement Article](#) of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

---

---

---

**6. SUB-CONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT:

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

**7. AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT:

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

**8. 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 \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**9. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity, in the amount of \$200,000 or more shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

**10. DRUG AND ALCOHOL-FREE WORKPLACE**

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would

be inappropriate in connection with the law enforcement agency's undercover operations.)

**I CERTIFY THAT:**

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

- (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
- (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
- (c) Prohibit its employees from working under the influence of drugs or alcohol;
- (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
  - (i) The dangers of drug and alcohol abuse in the workplace;
  - (ii) The business' policy of maintaining a drug and alcohol-free workplace;
  - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by § J (2) (b), above;
- (h) 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:
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense

occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under § J (2) (h) (ii), above, or otherwise receiving actual notice of a conviction;

(j) 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; and

(k) 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 21.08.03.

## **11. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

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

Name:

Address:

(If not applicable, so state).

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

**12. CONTINGENT FEES**

I FURTHER AFFIRM THAT:

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

**13. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

**.1** The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702, Annotated Code of Maryland.

**2.** The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

---

---

---

**14. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)**

The undersigned certifies that, it has complied with the provisions of State Finance and Procurement Article, § 14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries

as required by federal law.

**15. ENVIRONMENTAL ATTRIBUTES**

The undersigned certifies that any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package or service in connection with the marketing, offering for sale, or sale of such item or service.

**16. ACKNOWLEDGEMENT**

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

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

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

**SECTION I**  
**INSTRUCTIONS, CONDITIONS,  
AND NOTICES TO OFFERORS**

**TABLE OF CONTENTS**

<b><u>ARTICLE NUMBER</u></b>	<b><u>ARTICLE NAME</u></b>	<b><u>PAGE NO.</u></b>
I.1	GENERAL INFORMATION	I-2
I.2	SOLICITATION	I-2
I.3	SITE VISIT/PRE-PROPOSAL CONFERENCE	I-2
I.4	TYPE OF CONTRACT	I-3
I.5	COLLEGE ESTIMATE	I-3
I.6	RESERVATION OF RIGHTS	I-3
I.7	INTERPRETATIONS AND AMENDMENTS	I-3
I.8	VENDOR'S TERMS AND CONDITIONS	I-4
I.9	WITHDRAWAL OF OFFERS	I-4
I.10	FAILURE TO SUBMIT OFFER	I-4
I.11	BID PROTEST	I-4
I.12	BID/PROPOSAL AFFIDAVIT	I-5
I.13	PUBLIC INFORMATION NOTICE	I-5
I-14	PROPOSAL REQUIREMENTS AND EVALUATION PROCEDURES	I-5
I.15	INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL – SOURCE SELECTION PROCEDURES	I-6
I.16	ADJECTIVAL RATING	I-9
I.17	SUBMISSION OF OFFERS	I-9



## I.1 GENERAL INFORMATION

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

.2 Offerors shall be individuals, partnerships, or corporations who are regularly engaged in the business covered by these specifications and who have established a satisfactory record in the past for performance of contracts of similar character and extent, and who maintain a regular force of workmen skilled in the performance of the work the offeror undertakes to perform upon submission of his proposal. Offeror shall be qualified, competent and amply able to finance and perform the work in a proper and satisfactory manner.

## I.2 SOLICITATION

This solicitation is being requested by the College for certain commodities or services, the purchase of which shall be by written contract.

.1 If an offeror objects to any of the terms and conditions of this solicitation, the offeror must identify and explain its objections before the solicitation due date. The College reserves the right to reject as non-responsive any offer that objects to any of the terms and conditions of this solicitation.

.2 This procurement is subject to the SMCM Procurement Policies in effect on the date of issue of the solicitation or the date of execution of the contract and/or purchase order. Those policies and procedures are available on line at [www.smcm.edu](http://www.smcm.edu)

.3 **This procurement will consist of a multi-step selection process as described below.**

This process will include:

- .1 Submission of Step One Technical Proposals;
- .2 Selection of a short list of A/E firms;
- .3 Step Two Interviews with those firms determined to be most qualified by the Technical Evaluation panel;
- .4 Price Proposal from a short list of firms;
- .5 Final fee negotiations with the number one ranked firm.

## I.3 SITE VISIT/PRE-PROPOSAL CONFERENCE

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

A **MANDATORY** pre-proposal conference and site-visit will be conducted for Step I of the solicitation process at 10:00 am on December 22, 2021 at the entrance of the Library located at 47650 Mill Field Road, St. Mary's City, MD 20686.

#### **I.4 TYPE OF CONTRACT**

The College contemplates award of a firm fixed-price A/E contract for the services described in Section B (SUPPLIES OR SERVICES AND PRICE/COST) and Section C (DESCRIPTION/STATEMENT OF WORK).

#### **I.5 COLLEGE ESTIMATE**

The College estimates the design phase of this project at \$250,000.

#### **I.6 RESERVATION OF RIGHTS**

This solicitation implies no obligation on the part of the College. The College reserves the right to increase or decrease the quantities of any commodities or services requested in the solicitation. The College reserves the right to cancel this solicitation, in whole or in part, anytime before the opening of the offers, to accept or reject any and all offers in whole or in part received as a result of this solicitation, to not make an award, to waive minor irregularities, or to negotiate with all responsible VENDORS in any manner necessary, in order to best serve the interests of the College.

#### **I.7 INTERPRETATIONS AND AMENDMENTS**

.1 Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing no later than ten (10) calendar days prior to the date established for receipt of bids. Oral explanations or instructions given before the award of a contract will not be binding.

.2 Prospective offerors shall request the Contracting Officer, in writing, via FAX or e-mail for an interpretation or correction on any ambiguity, inconsistency or error in the contract documents which they may discover or which should have been discovered by a reasonably prudent offeror. Such requests or objections to materials or methods of construction shown or specified shall be directed to the attention of the Contracting Officer at least ten (10) calendar days prior to the date specified for receipt of proposals. Written requests shall be transmitted via e-mail to Mr. Patrick G. Hunt, Procurement Officer at [pghunt@smcm.edu](mailto:pghunt@smcm.edu) or via facsimile to (240) 895-4916.

.3 Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments, in writing, which will be sent on the same date to all offerors if that information is necessary in submitting offers or if the lack of it would be prejudicial to other prospective offeror, and shall become a part of any subsequent contract. The Contracting Officer reserves the right to answer only such questions as have, in his opinion, a definite bearing upon the proposals to be submitted.

.1 Offerors shall acknowledge the receipt of all amendments to the solicitation by:

- .1 Signing and returning the amendment;
- .2 Identifying the amendment number and date in the space provided for this purpose on the "Solicitation, Offer and Award Form";
- .3 Letter, telegram, email or facsimile.

.2 The College must receive the acknowledgment by the time and at the place specified for receipt of offers.

.4 Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by the offeror in that manner is gratuitous and not binding.

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

---

## **I.8 VENDOR'S TERMS AND CONDITIONS**

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

## **I.9 WITHDRAWAL OF OFFER**

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

## **I.10 FAILURE TO SUBMIT OFFER**

Recipients of this solicitation not responding with a proposal should not return this solicitation, unless it specifies otherwise. Instead, they should advise the College by letter, fax, postcard or email, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a proposal and does not notify the College that future solicitations are desired, the recipient's name will be removed from the College's applicable mailing list.

## **I.11 BID PROTEST**

.1 An interested party may protest the solicitation or the award of a procurement contract. The protest must comply with SMCM Procurement Policies and Procedures, Section 8, "Protest and Claims." The protest shall be in writing and addressed to the Procurement Officer whose name and address appear on the cover sheet of these documents. The protest may be mailed to the following address:

St. Mary's College of Maryland  
Attn: Procurement Officer  
18952 E. Fisher Road  
St. Mary's City, MD 20686

or faxed to the attention of the Procurement Officer at (240) 895-4916.

.2 Protests based on alleged improprieties which are apparent before the proposal due date shall be filed before the proposal due date. Otherwise, protests shall be filed not later than seven (7) days after the basis for protest is known, or should have been known, whichever is earlier. All protests must be received by the Procurement Officer within this time limit or they will not be accepted.

## **I.12 BID/PROPOSAL AFFIDAVIT**

All Vendors must truthfully complete the Bid/Proposal Affidavit (Section H) form and submit it with their proposal. This Bid Affidavit will be incorporated by reference into the Contract. Therefore, it is the responsibility of the vendor to report to the college any changes in the Contract/Bid Affidavit information between the date it was submitted to the College and the effective date of the contract.

## **I.13 PUBLIC INFORMATION NOTICE**

Offeror should give specific attention to the identification of those portions of their proposal that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Maryland public Information Act, General Provisions Article, Title 4, Annotated Code of Maryland. Contractors must clearly identify each and every section that is deemed to be confidential, proprietary or a trade secret (it is **NOT** sufficient to preface your proposal with a proprietary statement or to use a page header or footer that arbitrarily marks **all** pages as confidential). Any individual section of the offer that is not labeled as confidential with an accompanying statement concerning the rationale for its claimed confidentiality shall be considered public information.

## **I.14 PROPOSAL REQUIREMENTS AND EVALUATION PROCEDURES**

The selection of the A/E firm for this project is a best value selection process in accordance with the College's procurement policies and procedures. The evaluation will be based on multiple steps in the submission and evaluation of technical and price proposals as described in this RFP. An Evaluation Panel consisting of faculty and facilities department staff will be formed for the evaluations of proposals.

The Evaluation Panel will use an adjectival rating system in its review of proposals and interviews. A numeric grade is not utilized.

The evaluation of Step 1 Technical Proposals will focus on the qualifications, experience and talents of the lead architectural design team and the proposed engineers and other consultants.

A short-list of four to six firms deemed highly qualified from all Step I submitters will be invited to Step II Interviews. Step II Interviews will provide the Evaluation Panel an opportunity to question the proposed A/E personnel on their experience, their understanding of the project and their proposed approach to the project.

Price Proposals will be provided by the short-list submitters at the time of their Step II interviews. Price Proposals will not be opened until after the evaluation of the Step II interviews is completed.

At each Step, proposal shall be initially reviewed for compliance with the submission requirement of this procurement. Failure to comply with any of the submission requirements may result in the proposal being classified as non-responsive or not responsible and may cause for rejection of the proposal.

## **I.15 INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL SOURCE SELECTION PROCEDURES**

Step I of the A/E selection process includes the evaluation of prime architectural firm and their principal subs. Information provided in response to this Step I should be from the architectural firm and their principal subs. In the event of a joint venture or association, information provided in response to this Step I RFP may be from all the firms. The Technical Proposal shall be contained in three ring binders, binder clips, rings or other method that allows the material to be viewed and removed easily. Spiral binding is strongly discouraged.

**.1 Submission Requirements and Format:** To facilitate the evaluation of each firm's submission, the information included in the submission should be assembled, bound and indexed in the following order.

**.1 Letter of interest:** Provide a brief letter of interest that identifies the individuals who are proposed to lead and execute the design of the project. If an association of architectural firms is proposed, or a joint venture, identify the roles of the respective firms and each of the key individuals through each phase of the project (schematics through construction administration). The letter should also address the principal's commitment to this project. The letter of interest must also include the required documentation acknowledging the MBE goals for the solicitation. (Attachment No. 2-1A)

**.2 Joint Ventures:** Joint venture firms shall also submit a copy of the Joint Venture Agreement, or in lieu thereof, a copy of a letter of intent to form a joint venture signed by all participating parties. A copy of the Joint Venture Agreement shall be required before a contract may be executed. The joint venture firm shall also provide a chart indicating the degree of each of each party's participation.

**.3 Relevant Project Experience** (per item I.15.2.1 below)

**.4 Past Performance** (per item I.15.2.2 below)

**.5 Key Personnel** (per item I.15.2.3 below)

**.1 Resumes**

**.2 Description of responsibilities**

**.6 Bid/Proposal Affidavit** (Section H of the Solicitation)

**.2 Criteria:** Each criterion, in descending order of importance and basis of evaluation for each criterion for Step One Technical Proposals is described below:

**.1 Relevant Project Experience:** Provide information on past projects of similar scope that best illustrate your firm's qualifications. Each project is to be described in detail sufficient for the Evaluation Panel to make professional judgment as to its relevance. Information for each project should be no more than two pages (excluding photographs). Projects included must have been executed within the past ten (10) years and at least one significant member of the design team must have been involved.

Offerors shall provide the following information for each project:

- Project name and location;



- Client name, address, point of contact and phone number (the point of contact should be a person who was directly responsible for the project);
- Contractor name, address, point of contact and phone number;
- Construction costs (original and final);
- Total A/E design fees for prime and all consultants (original and final);
- Planned and actual schedule for both design and construction;
- Key personnel within the firm responsible for the project. Identify those persons who will be engaged on this project;
- A written description of the project describing its size, scope and character;
- A written description of the project's relevancy;
- Project photographs.

Higher scores will be given to Relevant Projects where members of the proposed design team participated in a similar role. Projects on which no one from the proposed project team participated, or were only a firm's principal, in an executive leadership role participated, will be given lower scores.

Relevant Projects built within the last five (5) years will be scored higher than older projects. Projects greater than ten (10) years old are not considered relevant. The specific areas of relevancy include the following:

- **Library** – examples of library renovations or new library projects. Greater weight will be given to projects where the role and function of the library were explored and reimagined.
- **Renovation in existing building** – examples of projects where a portion of an occupied floor in an academic building was renovated. Greater weight will be given to renovations that include renovation of a library.

**.2 Past Performance:** In the evaluation of this item, the evaluation panel will consider past performance of the prime firm/joint venture partners with regard to responsiveness to the owner, design performance (including errors, omissions, satisfaction with construction details and specifications), adherence to subject and schedule.

The evaluation panel will contact references provided for each example project provided in response to the Relevant Project Experience requested above, as well as any other references that the College identifies as having direct experience with the respective firms.

**.3 Key Personnel:** Provide resumes for the proposed Project Executive, Project Architect(s), and key consultants. Provide client contact information for at least three (3) past projects on which they were engaged. Higher scores will be assigned to past projects of relevant scope.

SECTION I  
INSTRUCTIONS, CONDITIONS  
AND NOTICES TO OFFERORS

### **.3 Step II Interviews**

The Evaluation Panel will invite a short list of 4 to 6 firms determined as most qualified from the evaluation of Step I Technical Proposals to step II Interviews. Prior to the interviews, submit:

.1 Proposed design team and consultants: Provide SF 254 for the firm and all consultants. Identify and provide resumes for key personnel within each consulting team. Key personnel should include principal in charge of the project, design principal and project manager. Indicate previous projects that the architectural firm and consultants have performed together. Indicate reasons for selecting consulting firms.

.2 Organization: Provide organizational diagram or chart showing responsibilities of design team and consultants.

.3 Schedule: Provide a schedule for project design tasks and phases up to completion of construction documents. The schedule shall be in a Gantt or other bar chart format using Microsoft Project or other acceptable scheduling software.

### **.4 Interviews and Price Proposal**

**Price Proposals will be submitted at the time of the Step II Interview.** Price proposals shall be delivered in sealed envelope submitted to the Procurement Officer on or before the date scheduled for the interview, with only the Solicitation name and number visible on the envelope. Price proposals will remain sealed until after all interviews are concluded.

The location and times for interviews will be provided after the evaluation of Step I Technical Proposals, and may be via video conference. Key personnel of the A/E team must be present for the interview. The structure of the interviews will allow 15 minutes for presentation of the firm and 45 minutes for questions and discussions. Information gained through the interview will be factored into the total evaluation of technical proposals.

Price Proposals will be reviewed after the Technical Evaluation Panel has completed ranking of firms based on the review of the Technical Proposals and Interviews.

### **.5 Final Ranking and Negotiations**

Based on the interviews, all technical information and evaluation of the price proposals, the Evaluation Panel will determine a number one ranked firm based on best overall value. This firm will enter into final negotiations with the College. The College's goal is to complete negotiations within 15 days after commencement of the negotiations. The Procurement Officer reserves the right to terminate negotiations if the College believes that it cannot achieve an acceptable final price within the period of time. The College would then open negotiation with the next highest ranked firm.

The contract requires approval by the Maryland Board of Public Works.



## .6 Debriefing

At the conclusion of each step in the selection process, all Offerors will be notified by mail, regarding their standing. A debriefing of unsuccessful Offerors may be scheduled after award of a contract, by calling the Procurement Officer at (240) 895-4307.

### I.16 ADJECTIVAL RATING

The following are the adjectival ratings that will be used in the evaluation of proposals:

**Outstanding** – Very comprehensive, in-depth, clear response. The offeror has demonstrated an approach which significantly exceeds stated requirements in a beneficial way. Consistently high-quality performance can be expected.

**Excellent** – Extensive, detailed response to all requirements similar to outstanding in quality, but with minor areas of unevenness or spottiness. High quality performance is likely but not assured due to minor omissions or areas where less than high performance might be.

**Acceptable** – The offeror has demonstrated an approach which is considered to meet the stated requirements and demonstrated a good probability of success. There is an average risk that this offeror would fail to meet the quantity, quality, and schedule requirements of the solicitation. Weaknesses are not major.

**Marginal** – The offeror has demonstrated an approach which does not meet all the stated requirements. The response is considered marginal in terms of the basic content and amount of information provided. There is a low probability of success. Although considered marginal because of deficiencies, they are susceptible to being made acceptable through discussions.

**Unacceptable** – The offeror has demonstrated an approach that significantly fails to meet the stated requirements. What was submitted lacks essential information or is conflicting and unproductive. There is no reasonable likelihood of success; deficiencies are so major or extensive that a major revision to the proposal would be necessary.

### I.17 SUBMISSION OF OFFERS

.1 Proposals, modifications, and revisions shall be provided in manner specified in the Instructions For Preparing the technical Proposal section of Section I.15. Address envelopes to St. Mary's College of Maryland 18952 E. Fisher Road, St. Mary's City, MD 20686-3001, Attn: Procurement Office Mr. Patrick G. Hunt. Offeror shall write "Bid Documents Enclosed" and write the solicitation number, time and date for receipt of bids on the exterior of the package on the same side as the address. **Offerors shall provide one original and two (2) copies of their proposal.**

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

.3 Hand delivered, bids are to be delivered to the St. Mary's College of Maryland Procurement Office located in room 260 of Glendening Hall at 19095 Hill Commons Drive, St. Mary's City, MD 20686-3001

.4 Offerors may email their proposal to the attention of Mr. Patrick G. Hunt, Procurement Officer at [pghunt@smcm.edu](mailto:pghunt@smcm.edu) no later than 4:00 PM December , 2021.

(End of Section I)