

SOLICITATION, OFFER, AND AWARD St. Mary's College of Maryland	1. SOLICITATION NO. SMC-25-44498	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BIDS (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED May 22, 2024	PAGE 1 OF PAGES 42
	IMPORTANT – The “offer” section on page 2 of this document must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6A. CONTRACT AWARD DATE:	6B. TITLE Campus Laundry Services
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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 <u>All Bid Packages must be submitted via:</u> eMaryland Marketplace Advantage (eMMA), emma.maryland.gov
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A. NAME: Darry Green Procurement Officer	B. TELEPHONE NUMBER 240-895-4307 C. FAX NUMBER 240-895-4916	D. EMAIL ADDRESS dlgreen@smcm.edu
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SOLICITATION

9. Offers/Bids for furnishing the supplies or services in Section B Supplies or Services and Price/Cost are to be posted on emma.maryland.gov no later 5:00 P.M., local time **June 19, 2024**

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

RFI Questions are due by June 7, 2024 – must be received by email to the Procurement Officer by this date

OFFER/BID
(Must be fully completed by Offeror)

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

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

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 <i>(Type or print)</i>	25. SIGNATURE OF CONTRACTING OFFICER Date: _____	

COUNTERSIGNATURE IF REQUIRED

26. NAME AND TITLE OF COUNTERSIGNER <i>(Type or Print)</i>	27. SIGNATURE OF COUNTERSIGNER
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SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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C.1 BACKGROUND

St. Mary's College of Maryland ("the College"), designated as The National Public Honors College, is an independent public institution in the liberal arts tradition. The College promotes scholarship and creativity by challenging our students to achieve academic excellence through classroom activities, experiential learning, and close relationships with the faculty. Founded on the site of Maryland's first capital, the College stands as a living legacy to the ideals of freedom and inclusiveness. Our exquisite residential campus on the serene banks of the St. Mary's River inspires our work, our play, and our commitment to the environment.

C.2 OBJECTIVE

The objective of this contract is to provide the college with laundry services for the residence halls that is reasonably priced and customer service oriented. The program must offer an attractive and comfortable laundry room environments with quality, well-maintained equipment.

The laundry program must be an asset, which further enhances living in the campus residence halls and townhouses. The contractor must be committed to meeting the immediate needs of the college and its students along with providing for long term enhancements through facility renovations.

The cost of laundry is included in the residents housing fees. Residents shall have unlimited access to the laundry equipment through the use of the college's "One Card". In addition, contractor shall provide online laundry monitoring which will allow web monitoring with e-mail notification allowing students to see which washers and dryers are available. Machines shall also be required to be coin operated for use by summer groups and residents.

C.3 SCOPE AND DESCRIPTION OF WORK

.1 Contractor shall provide all labor, materials, supplies, and equipment to provide laundry services.

.1 Costs of services shall be based upon a flat fee per student for the unlimited use of the machines and a flat rate for use of the machines when coin operated.

.2 The Contractor shall assume responsibility for all costs required for transition.

.3 All salaries, overhead and benefit charges related to the Contractor's employees are the responsibility of the contractor. These include, but are not limited to, vacation, holiday, sick, maternity or any other paid leave of absence; all medical, dental, pension, bonus, profit sharing, education, or other benefit plans; and all withholding requirements including federal, state, or local taxes, social security, or any other type of payroll-based withholding.

.4 The Contractor shall provide and maintain machines such that continuous laundry service is always available. The College reserves the right to request that machines be removed, replaced or that additional machines be installed at existing or new locations as conditions dictate. Replacement machines shall be the same make and color as that being replaced.

.5 The Contractor shall provide cleaning of vents on a schedule mutually agreed to by both parties. In addition, contractor shall clean the space between the back of the machines and the wall at least twice a year.

.6 Contractor shall provide evidence that it has conducted, and its employee(s) have passed, a thorough employment background check on all proposed employees that will be on campus at any time.

.7 Contractor shall outline in their proposal a fair and efficient system to handle refunds which may result from machine malfunctions for those persons utilizing the equipment via the coin operation.

.8 Offeror shall provide in their proposal a formula for revenue sharing with the College of the funds collected for the coin operation of the washer and dryers. Payment of the college's share of the funds will be made at the end of each academic year in June.

C.4 LOCATIONS AND COUNTS

.1 The current locations for machines and counts for machines are as follows:

Building	Room location	Washers	Dryers
Caroline Hall	1 st . Floor	6	6
Prince George Hall	1 st . Floor	6	6
Dorchester Hall	1 st . Floor	6	6
Queen Anne Hall	1 st . Floor	6	6
Daugherty-Palmer Commons	1 st . Floor	10	10
Edward T. Lewis Quad	1 st . Floor	6	8
H. Thomas Waring Commons	1 st . Floor	10	12

.2 Number of students in each location as of the fall of 2013 is as follows:

Building	# of Students
Caroline Hall	136
Prince George Hall	131
Dorchester Hall	134
Queen Anne Hall	121
Daugherty-Palmer Commons	258
Edward T. Lewis Quad	169
H. Thomas Waring Commons	303

Total number of students as of spring 2024 is 1,500 which is approximately 95% of capacity with 1,134 living on campus. (Attachment No. 1 Campus Map)

C.5 EQUIPMENT

1. The laundry program shall remain in the current locations, remain operational without major disruption of service and be fully functional by no later than August 15, 2024.

.2 Contractor shall provide new front load Energy Star rated washers and dryers. Washers and dryers shall be commercial type, heavy duty, electrically operated 60 cycles, 120 volts / 220volts, underwriters laboratory (UL) rated.

.3 Contractor shall be responsible for delivery of all equipment, parts and laundry room supplies provided under the terms of this contract. Ownership of machines, card readers and laundry furniture/accessories will remain with the contractor.

.4 Washers and dryers shall be simple to operate; operational instructions shall be conspicuously and attractively posted in each laundry room.

.5 All laundry equipment shall be new and of the current year's manufacture. Equipment shall provide for multiple temperature and fabric settings, as well as digital display of time remaining. All replacement machines required during the life of this contract shall be of the same age or newer than the machines first placed at the initiation of the contract.

.6 The laundry equipment shall be of adequate size, capacity, and proven efficiency for the intended use. Laundry equipment shall be matching (same color, type, and manufacture) at all locations and shall be the same height to give uniformity of appearance.

.7 Contractor shall provide handicapped accessible equipment that is ADA compliant at all locations as required by the College.

.8 All machines shall be clearly and boldly labeled indicating individual machine numbers for easy call-in reference.

.9 The College will take reasonable measures to protect the contractor's laundry equipment. Contractor shall assume the risk for any damage, vandalism, and loss of its laundry equipment.

C.6 COLLEGE RESPONSIBILITIES

.1 The College will provide and maintain utility service (water, sewer and electric) to the best of its ability. The College will not be responsible for losses caused by utility outages.

.2 The College will be responsible for daily housekeeping in the laundry room areas, including the cleaning of walls, floors, windows, doors, and other surfaces including the laundry machines.

.3 The College will be responsible for the removal of trash and rubbish from the laundry room areas.

.4 The College will be responsible for pest control services.

.5 The College will take reasonable precaution of the security of the machines.

C.7 MAINTENANCE/SERVICE

.1 Contractor shall furnish on-call maintenance service (via an 800 number and email) with a maximum response time of twenty-four (24) business hours after the notification has been made, excluding weekends and holidays.

.2 Maintenance services shall be provided Monday through Friday with emergency service on Weekends and Holidays.

.3 Contractor shall at all times maintain an adequate staff of operational personnel for timely and competent maintenance of the equipment, as well as administrative support and preventive maintenance.

.4 All employees assigned to this contract shall be attired in proper, professional uniforms and service vehicles shall be clearly identified.

.5 Upon arrival and departure from the College, the Contractor's employees shall check in with a designated staff person to communicate the purpose of their visit. A procedure for building access will be formulated by the College and complied with by the Contractor's personnel.

C.8 FACILITY UPGRADES

.1 Contractor shall, in their proposal, make recommendations as to any renovations, upgrades and refurbishment of laundry rooms. Renovations shall include painting and repair of walls and trim and the replacement of ceiling tiles. Cleaning of floors and where necessary replacement of flooring and any other equipment. All renovations and refurbishments shall be completed between July 1, 2024, and August 15, 2024.

Renovations, if accepted by the College, shall be done at the contractor's expense, and only with prior approval of the College. Prices shall reflect actual value of the investments being made and be amortized over the five-year base period.

.2 Contractor shall not make any alterations, erect or place signs, or modify the existing laundry facilities without prior permission from the College.

.3 Tables in sufficient quantities (space permitting) suitable for sorting and folding of clothing shall be provided.

(End of Section C)

SECTION D

CONTRACT ADMINISTRATION DATA

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D.1 PERIOD OF PERFORMANCE

Performance under this contract commences on the date of award of the contract and continues through June 30, 2029, with five one-year option periods. Option periods shall be exercised automatically unless the College notifies the contractor at least thirty (30) calendar days before the end of a contract period of its intent not to exercise the option. All terms and conditions remain the same throughout any option period.

Base Period:	Date of contract award through June 30, 2029
Option Period 1:	July 1, 2029, through June 30, 2030
Option Period 2:	July 1, 2031, through June 30, 2032
Option Period 3:	July 1, 2032, through June 30, 2033
Option Period 4:	July 1, 2033, through June 30, 2034
Option Period 5:	July 1, 2034, through June 30, 2035

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. Darry Green
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 the contractors at an address identified by the contractor. 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 a 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:

D.5 PROCUREMENT OFFICER

Upon award of 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.7 CHANGES, this agreement may be amended only as the College and Contractor mutually agree 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
18952 E. Fisher Road
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

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. Charges for late payment of invoices, other than 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, are prohibited.

(End of Section D)

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E.1 ELECTRONIC TRANSACTIONS

Electronic transactions are not permitted in connection with this Agreement unless authorized by the Contracting Officer.

E.2 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.

E.3 WARRANTY OF COMMERCIAL ITEMS

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

E.4 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.

E.5 COST AND PRICE CERTIFICATION

The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

.1 A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer: or

.2 A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the procurement officer.

.3 the price under this Contract and any change order or modification hereunder, including profit or, fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties was inaccurate, incomplete, or not current.

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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 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.

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.

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 SMCN 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 SMCN 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 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

RFP EVENTS SCHEDULE

Event	Date	Time
RFP Issuance	May 22, 2024	N/A
Site Visit / Pre-Bid Meeting (Refer to Section I.4 for more details)	June 5, 2024	10:00 AM
RFI Questions Due Date	June 7, 2024	5:00 PM
Bid Submission Due Date	June 19, 2024	5:00 PM

ATTACHMENTS LIST

<u>ATTACHMENT NO.</u>	<u>DESCRIPTION</u>	<u>NUMBER OF PAGES</u>
1	Campus Map	1

SECTION H

BID/PROPOSAL AFFIDAVIT

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H.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.

H.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):

_____.

H.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 a violation of [§ 11-205.1 of the State Finance and Procurement Article](#) of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)-(5) above.
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or
- (8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in § § B and C(1)-(7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

H.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).

contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

H.9 POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

H.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.

H.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.

H.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.

H.13 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)
(End of Section H)

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

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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 EMARYLAND MARKETPLACE ADVANTAGE (eMMA)

.1 eMMA is the electronic commerce system for the State of Maryland. The RFP Conference summary and attendance sheet, Offerors questions and the Procurement Officer's responses, addenda and other solicitation-related information will be made available via eMMA.

.2 In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to emma.maryland.gov, click on "New Vendor? Register Now" to begin the process and the following prompts.

I.3 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.

.3 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 online at www.smcm.edu

I.4 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 site-visit and pre-proposal conference will be held at 10:00 am June 5, 2024, in the SMCM Physical Plant building located at 18952 E. Fisher Road, St. Mary's City, MD 20686.

Please email Mr. Darry Green dlgreen@smcm.edu to confirm your company's intention to attend.

I.5 TYPE OF CONTRACT

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

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 All questions, including concerns regarding any applicable MBE participation goals, shall identify in the subject line the Solicitation Number and Title and shall be submitted in writing via e-mail to the Procurement Officer at least five(5) days prior to the Proposal due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date.

.2 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments and posted on eMMA.

.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the College unless it issues an amendment in writing.

I.8 VENDOR'S TERMS AND CONDITONS

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 filled 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 COMPOSITION – SOURCE SELECTION PROCEDURES

.1 Proposal shall be submitted in two parts as separate bid documentation packages as specified in below Sections, I.15 INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL and I.16 INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL.

.2 You must include a **Technical Proposal** (for upload to the eMMA "Technical" documents folder) and separate a **Price Proposal** (for upload to the eMMA "Financials" document folder) which shall be prepared in detail on a basis as described and set forth in below I.15 and I.16. Note, all bid responses are in the format of separate Technical and Price documents and are to be uploaded in these two separate eMMA folders, there is no questionnaire response or separate questions to be addressed within eMMA.

.3 Each offeror may submit one or more proposals; however, each proposal shall be configured as described above, shall be considered on its own merits as to the completeness of submissions, and shall not share required documentation, bonding or other requirements of submission with any other proposal submitted by the same offeror.

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

.1 The Technical Proposal documentation package shall consist of Relevant Experience and Past Performance and Technical Approach and all requirements described in Evaluation Factors (1) and (2) below must be fully addressed to be prequalified for further evaluation of your Price bid pkg.

(1) Evaluation Factor 1 – Relevant Experience and Past Performance -
in providing laundry services of the nature described in this solicitation for institutions of higher education. Offer shall provide at least three (3) examples of contracts of similar scope and services as outlined in this solicitation over the last five years to institutions of higher education similar in size to SMCM. Offeror shall provide the following information for each example given:

- Institution name and address.
- Date of award and completion date.
- Contract award amount.
- Subcontractor involved if appropriate.
- Brief description of the project; and
- Point of contact at the institution with phone number and email address.

In addition, offeror shall provide information regarding the relevant experience of the proposed service personnel and any training requirements for said personnel.

(2) Evaluation Factor 2 – Technical Approach

Offeror shall provide the following information:

- The contractor’s plan to assist the college to meet its objectives for providing a first-class laundry service in the college’s residence facilities as defined in this RFP.
- Service, preventative maintenance and vent cleaning programs.
- Marketing and promotional programs.
- Ability to accommodate the college’s “One-Card” system and online laundry monitoring program.
- A detailed list that outlines the number and type of machines being proposed, including handicapped. Also, include a description of the equipment, manufacturer and products offered. State the available features of the equipment.
- Provide a statement of your firm’s willingness to provide additional machines as the request of the college in existing or new facilities.
- Provide information on the card system proposed for the laundry rooms and the online monitoring system proposed, including the benefits this system would provide the college.
- Provide information on your plan to market and promote the laundry program.

Include details on specific programs you have done at other institutions.

All proposed renovations, upgrades and refurbishment of laundry rooms must be outlined in detail in your proposal. Renovations will be done at the contractor's expense, and only with prior approval of the college. Prices must reflect actual value of the investments being made.

Provide your installation plan, including the stages that need to be completed in order to ensure a smooth transition.

I.16 INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL SOURCE SELECTION PROCEDURES

.1 Each offeror shall furnish the information required by the solicitation. The offeror(s) and a witness shall sign the offer on Page 2 of the Solicitation, Offer and Award form in blocks 16 and 17 as follows:

As an individual: Sign with the full name, address, and Taxpayer Identification number.

As a Partnership: Solicitation, Offer and Award form shall be signed by such member or members of the partnership as have authority to bind the partnership; provide also the complete legal name of the partnership, the state in which the partnership was formed, the address of the partnership's principal office, partnership's Taxpayer identification number, and the address of partnership's resident agent in Maryland.

As a Corporation: An officer of the corporation shall sign his/her full name, indicate his/her title, and include the complete legal name of the corporation and address of the corporation's principal office. The corporate seal shall be affixed near the signature. Provide also the state in which the corporation was incorporated, the corporation's federal tax identification number, and the name and address of the corporation's resident agent in Maryland.

Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority.

.1 For each item offered, offerors shall Show the unit price, if required, including, unless otherwise specified, packaging, packing and preservation; and

.2 Enter the extended price for the quantity of each item offered in the "Amount" column of the Schedule.

.4 In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject however to correction to the same extent and in the same manner as any other mistake.

.5 Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

.6 **Price Proposal shall contain the following: Signed Solicitation, Offer and Award form, Section B (Supplies or Services and Price/Cost sheets AND Section H (Bid/Proposal Affidavit).**

I.17 SUBMISSION OF OFFERS

.1 RFP Bid Offer submissions will only be accepted through the State's eMaryland Marketplace Advantage (eMMA) e-Procurement system. Instructions on how to submit proposals electronically can be found at: <https://procurement.maryland.gov/emma-grgs/> ; or Refer to Vendor QRG 6 – eMMA QRG Responding to Solicitations (RFP) [5-eMMA-QRG-Responding-to-Solicitations-Double-EnvelopeRFP.pdf](#)

NO MAILED OR HAND DELIVERED BIDS, SEALED OFFER ENVELOPES WILL BE PERMITTED OR ACCEPTED, YOU MUST UPLOAD YOUR BID DOCUMENTS TO: eMaryland Marketplace Advantage , emma.maryland.gov

.2 Offerors are responsible for submitting proposals and any modifications or revisions so as to reach the College office designated in the solicitation by the time specified in the solicitation.

.3 At the sole discretion of the Procurement Officer, exceptions may be made only when the reason for the late bid, late request for withdrawal or late modification of a bid, is due to issues with emarylandmarketplace.gov or the action or inaction of the college's personnel directing the procurement activity or their employees.

I-18 NOTIFICATION OF AWARD

The College will provide the notification of award results by issuance of written letter to all bidders who have submitted a proposal by the due date. Award results letter will be limited to details that include the award contract value and awardee firm name, bid tabulation or ranking information, no other details will be disclosed within the notice. Any additional information regarding your bid evaluation results must be requested in writing and will be limited to a debrief discussion of your proposal overall evaluation rating.

(End of Section I)

SECTION J

EVALUATION FACTORS FOR AWARD

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EVALUATION FACTORS FOR AWARD

J.1 EVALUATION CRITERIA

.1 General Requirements. The evaluation criteria to be used by the College for the selection of a Contractor to perform the work specified herein are defined below. The criteria are divided into Technical and Price categories. The Technical Evaluation Criteria, when combined are significantly more important than price. However, as the difference in technical merit between the proposals becomes less significant, the relative importance of the proposed prices will increase.

.2 Technical Evaluation Criteria – The criteria to be used in assessing the quality of each proposal are listed below. For purposes of the evaluation the factors are considered equal in importance. The Technical criteria, considered together, are more important than Cost/Price.

Factor 1 – Relevant Experience and Past Performance

Evaluation of the Relevant Experience and Past Performance is intended to identify those offerors who have provided evidence that he/she has successful experience with current, or recently completed contract(s) within the last five (5) years for providing Laundry Services of similar nature to those contemplated in this solicitation and to institutions of similar size and nature to SMCM. The Offeror will be evaluated on the extent of successful completion of similar services, taking into consideration the degree of client satisfaction. Higher ratings/scores will be given to Offerors whose performance on similar services has exhibited the most success and client satisfaction. Proposals and Past Performance information received from customer references will be evaluated to determine whether, and the extent to which, the offeror has demonstrated a satisfactory record of conforming to contract requirements and to high standards of services provided; a satisfactory record of interacting with students, faculty and staff, a satisfactory record of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, evidence of a business-like concern for the interest of the customer. In investigating the Offeror's past performance, the College will consider information submitted by the Offeror and may consider information from other sources.

.3 Factor 2 – Technical Proposal

Evaluation of the Technical Proposal is intended to identify those offerors with the knowledge, expertise, experience, resources and best management practices and procedures to fulfill the requirements of the contract. Proposals will be evaluated to determine the degree to which the offeror's Technical Proposal offers enhanced value or lower risk to the College. Has proposed an organizational structure and management that clearly demonstrates that functions and relationships are logically and clearly defined; that managers have adequate authority to effectively manage the program; and that adequate support is available from the home office when needed; has provided a detailed narrative describing the proposed management systems which demonstrate that adequate methods are in place to ensure that high levels of quality will be maintained.

.4 Price Proposal

Each offeror's price proposal will be evaluated to determine whether it demonstrates cost/price realism.

As noted above, the technical criteria are considered by the Contracting Officer to be significantly more important than the proposed price. However, as the difference in technical merit between proposals becomes less significant, the relative important of price will increase.

J.2 EVALUATION EXCLUSIVE OF OPTIONS

The College will evaluate offers for award purposes by including only the price for the basic requirement, i.e. options will not be included in the evaluation for award purposes.

J.3 CONTRACT AWARD – SOURCE SELECTION PROCEDURES

.1 The College will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the College, cost or price and other factors, specified elsewhere in this solicitation, considered.

.2 The College may –

- .1 Reject any or all offers if such action is in the College’s interest.
- .2 Accept other than the lowest offer; and
- .3 Waive informalities and minor irregularities in offers received.

.3 The College intends to evaluate proposals and award a contract without discussions with offeror. Therefore, the offeror’s initial proposal should contain the offeror’s best terms from a price and technical standpoint. The College reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

.4 The College may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.

.5 A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer’s specified expiration time, the College may accept an offer (or part of an offer as provided in Paragraph .3 of this clause), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the College.

.6 The College may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the college.

(End of provision)

(End of Section J)