

ST. MARY'S COUNTY GOVERNMENT

SOLICITATION, OFFER AND AWARD				1. CONSTRUCTION STONE				PAGE 1		OF PAGE 47	
2. CONTRACT NO.		3. SOLICITATION NO. 23-DPWT- 123410		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 10/06/2022		6. PROCUREMENT REQUEST NO. 123410			
7. ISSUED BY Office of Procurement P. O. Box 653 Leonardtown, MD 20650						8. ADDRESS OFFER TO (If other than item 7) OFFICE OF PROCUREMENT CHESAPEAKE BUILDING, 2 ND FLOOR 41770 BALDRIDGE STREET LEONARDTOWN, MD 20650					
Note: In advertised solicitation "offer" and "offeror" mean "bid and "bidder"											
SOLICITATION											
9. Sealed offers in original and <u>1</u> copy for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository listed in <u>BLOCK 8</u> until 3:00P.M. local time on Thursday November 3rd 2022											
All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME Jackie Adriani, Buyer Jackie.adriani@stmarysmd.com				B. TELEPHONE NO. (Including area code) (NO COLLECT CALLS) 301-475-4200 x 71222					
11. TABLE OF CONTENTS											
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OFFER (Must be fully completed by offeror)											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days 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 to the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENTS				10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %				
14. ACKNOWLEDGEMENT 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	
15. NAME AND ADDRESS OF OFFEROR						16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT)					
15B. TELEPHONE NO. (Including area code)		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE – ENTER SUCH ADDRESS IN SCHEDULE			17 SIGNATURE					18. OFFER DATE	
AWARD (To be completed by County)											
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT			21. ACCOUNTING AND APROPRIATION					
22. SUBMIT INVOICES TO ADDRESS SHOWN IN (2 copies unless otherwise specified)				ITEM 24		23. NEGOTIATED PURSUANT TO (SEE C.P.R. Part II Sec. 8) <input type="checkbox"/>					
24. ADMINISTERED BY (IF OTHER THAN ITEM 7) Department of Public Works & Transportation PO Box 508 44825 St. Andrews Church Road California, MD 20619					25. PAYMENT WILL BE MADE BY Department of Finance PO Box 653 Leonardtown, MD 20650						
26 NAME OF PROCUREMENT OFFICER (Type or print) BRANDON K. HAYDEN, CPP, CPPM, CGPP PROCUREMENT MANAGER					27. ST. MARY'S COUNTY: <div style="text-align: right;">(Signature of Procurement Officer)</div>					28. AWARD DATE	

NOTICE

PROPRIETARY/CONFIDENTIAL INFORMATION

Any bid, contract, or response to any solicitation from St. Mary's County may be available for inspection and copying upon request by any person or entity pursuant to the Maryland Public Information Act. The Act requires a denial of inspection of any part of the document that contains a proprietary trade secret, confidential commercial information, or confidential financial information.

Any such protected information must be specifically identified by the vendor on their submitted documents. The Contractor agrees to indemnify and hold harmless the Commissioners of St. Mary's County for loss, cost or expense resulting in whole or in part from any such identification or any denial of inspection based thereon.

If any portion of your submission is considered proprietary and confidential, a fully redacted copy marked "For Public Release" shall be included with your original response or submission.

SECTION B: SUPPLIES OR SERVICES AND PRICES/COST

The St. Mary's County Government (County) is soliciting competitive bids to establish a Contract for Construction Stone, primarily used by the Department of Public Works and Transportation for maintenance and repair along County roadways.

This Solicitation/Contract is to furnish and deliver all materials in accordance with Section C of this Solicitation. All Construction Stone shall meet Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials, Attachment J-5.

Price per ton is to include delivery to the St. Mary's County Department of Public Works & Transportation located at 44825 St. Andrews Church Road, California, MD 20619. Bidder/offeror is not to assume any minimum or maximum quantities.

**Quantities are estimated and included for bidding and evaluation purposes only.
The County does not guarantee any minimum usage of this Contract.**

All Bidders MUST Bid items 001, 002, 003, 004, and 005 below, or your bid may be considered Non-Responsive.

ITEM #	EST. QTY/TONS	DESCRIPTION	PRICE/TON	EXT PRICE
001	400	BLUESTONE #3 (2 INCH)		
002	3000	CRUSHER RUN AGGREGATE BASE CR-6		
003	180	RIP RAP STONE CLASS 0 (4" to 8")		
004	1600	RIP RAP STONE CLASS 1 (8" - 15")		
005	800	RIP RAP STONE CLASS 2 (15" +)		
TOTAL BASE BID \$				

The County reserves the right to award the following Alternate Items at any time during the Contractor's Base Year Period of Performance.

ALTERNATE ITEM #	DESCRIPTION	PRICE/TON
A1	#7 (1/4" to 3/4") STONE AGGREGATE, WASHED	
A2	#8 (1/2") STONE AGGREGATE, WASHED	

Bidder shall identify point of contact, and complete contact information below for company representative responsible for questions about the bid, and initial project coordination.

Pricing is authorized by: _____ Date: _____

Print Name/Signature

Company Name: _____

Address: _____

Email: _____

Phone: _____

SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**C-1 INTRODUCTION**

The St. Mary's County Government (County) is soliciting competitive bids to establish a Contract for Construction Stone, primarily used by the Department of Public Works and Transportation for maintenance and repair along County roadways.

C-2 SPECIFICATIONS

The specifications for this Contract will include those of the Maryland State Highway Administration, Standard Specifications for Construction and Materials (J-5) including supplemental specifications and revisions thereof or additions there to contained in these general and specific provisions, except as modified in this Solicitation.

Whenever in the Specifications words such as State Highway Administration, Administration, State, County, etc., are used to indicate the approving authority, receipt of documents, etc., it shall be understood as referring to the Contracting Officer and/or COR as appropriate.

The stone shall be field or quarry stone of approved quality and shall be certified. Maximum dimension shall not exceed four times the minimum dimension. Stone for riprap shall be uniformly graded from the smallest to the largest pieces. Stone for channels and ditches shall conform to the size requirements of Class 1 Riprap.

SECTION E: INSPECTION AND ACCEPTANCE**E-1 INSPECTION AND ACCEPTANCE**

Inspection and acceptance of the materials to be furnished hereunder shall be made by the Contracting Officers Technical Representative (COTR) at time and location of delivery. Any damages caused by the Contractor's operations shall be repaired or replaced at no expense to the St. Mary's County Government.

SECTION F: ORDERING, DELIVERY AND PERFORMANCE

F-1 ACCIDENT PREVENTION

In performance of this Contract, the Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies and equipment and avoiding work interruptions. For these purposes the Contractor shall: provide appropriate safety barricades, signs, and signal lights; and ensure that any additional measures the COR determines to be reasonably necessary for this purpose is taken.

The Contractor shall maintain an accurate record of exposure data on all accidents incident to Work performed under this Contract which results in death, traumatic injury, occupational disease, or damage to property, supplies, materials, or equipment. The Contractor shall report this data in the manner prescribed by the COR.

The COR will notify the Contractor of any non-compliance with these requirements and of the corrective action required. This notice when delivered to the Contractor or the Contractor's representative at the site of the Work shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving notice, the Contractor shall immediately take corrective action. The Contracting Officer may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

The Contractor shall be responsible for its Subcontractors' compliance with this clause.

F-2 CLEANING UP

The Contractor shall at all times keep the Work area, including storage areas, free from accumulations of disposable materials. Before completing the Work, the Contractor shall remove from the Work or premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the County. Upon completing the Work, the Contractor shall leave the Work area in a clean, neat, and orderly condition satisfactory to the COTR.

F-3 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

The date of commencement of the Work is the date established by the County in a NTP which will be issued to the successful Bidder following a Pre-Construction Conference. The Contractor shall begin the Work within the required time frame set forth in the Contract Documents and shall carry the Work forward expeditiously with adequate forces to complete the Work with the specified time frame allotted for the completion of the Work. The date of substantial completion of the Work is the date certified by the County when construction is substantially complete in accordance with the Contract Documents

F-4 CONTRACTOR NON-PERFORMANCE

The County reserves the right to deduct amounts of monies due the Contractor for non-performance, not to exceed the pro-rated value.

The County will notify the Contractor in writing of its intention to deduct for non-performance hours as they occur. At the end of the Contract term, the County will subtract cumulative deductions from the invoiced amount.

F-5 CONTRACT PERFORMANCE

Once a Purchase Order is received, the Contractor shall schedule an acceptable start date with the COR. All services shall be performed in accordance with standard practices and to manufacturer's specifications. The Work shall be accomplished in a neat and orderly manner with safety measures and precautions maintained at all times during the Work. There shall be no unscheduled interruptions of the Work from the beginning to the completion of the job. The Contractor is required to notify the COR immediately if there will be any unscheduled delays in the commencement or the completion of the Work.

F-6 CONTROL OF WORK - WEEKENDS/HOLIDAYS

At the discretion of the COR/COTR, the Work under this Contract may be suspended on all Saturdays, Sundays, Legal Holidays, and days immediately preceding or following these holidays.

SCHEDULE OF LEGAL HOLIDAYS

<u>HOLIDAY</u>
New Year's Day
Dr. Martin Luther King Jr's Birthday
President's Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

F-7 ORAL MODIFICATION

No oral statements of any person whosoever shall, in any manner or degree, modify or otherwise affect the terms of the Contract.

F-8 ORDERING

Any supplies and services to be furnished under this Contract will be ordered by issuance of Purchase Orders. All Purchase Orders are subject to the Terms and Conditions of this Contract.

F-9 PLACE OF DELIVERY (FOB DESTINATION, PREPAID & ALLOWED)

All materials shall be delivered FOB Destination, Prepaid and Allowed. Contractor shall be responsible to offload the materials at the delivery site listed below. Bids submitted on a basis other than FOB Destination may be rejected as non-responsive.

- A. The term FOB Destination as used above means that materials shall be delivered to the delivery address shown on the Purchase Order free of expense to the County. The County

will not be liable for any delivery, storage, demurrage, accessories, or other charges incurred before the actual delivery to the destination unless such charges are caused by an act or order of the County.

B. The Contractor shall:

- A. Deliver shipments in good order and condition to the point of delivery specified.
- B. Be responsible for any loss or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the Purchase Order.
- C. Furnish a delivery schedule to the COR.
- D. Pay and bear all charges to the specified point of delivery for freight or mobilization.

C. The Contractor shall deliver and offload all materials hereunder in the assigned storage location for the items being delivered to the following address:

Department of Public Works & Transportation
44825 St. Andrews Church Road
California, MD 20619

F-10 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS

The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on, or adjacent to the work site, which do not unreasonably interfere with the Work required under this Contract. The Contractor shall remove trees only when specifically authorized to do so by the COR and shall avoid damaging remaining vegetation.

The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on the adjacent property of a third party, the locations of which are made known to or should be known by the Contractor.

- A. The Contractor shall repair any damage to those facilities, including property of a third party, which are the result of a failure to comply with the requirements of this Contract, or a failure to exercise reasonable care in performing the Work. If the Contractor fails or refuses to repair the damage promptly, the COR may have the necessary work performed, and charge the cost to the Contractor.

F-11 QUALITY AND ACCEPTABILITY OF WORK

The COTR will determine the quality and acceptability of the Work. Any instance of unsatisfactory or improper work will be called to the attention of the Contractor who shall see that such deficiencies are corrected promptly.

Any damages caused by the Contractor's operations shall be repaired or replaced at no expense to the St. Mary's County Government.

F-12 SECURITY

Employees of the Contractor shall comply with security procedures as established by the St. Mary's County Government. The Contractor and its employees shall not perform services if they fail to satisfy the safety and security interests of the St. Mary's County Government. All Contractor employees engaged in providing service at either the Detention Center or Sheriff's Office for more

than one (1) day shall be subject to a background investigations conducted by the St. Mary's County Sheriff's Office. Access to the Adult Detention Center, Sheriff's Office, or any other Government building deemed as secured shall be contingent upon the Contractor's employee's ability to pass a background investigation.

F-13 SECURITY OF PROPERTY

The security of the Contractor's property shall be the full responsibility of the Contractor as the County accepts no liability for loss due to fire, theft, pilferage, etc. Proper measures shall be taken to ensure maximum safety and protection for personnel and property.

F-14 SUPERINTENDENCE BY THE CONTRACTOR

At all times during performance of this Contract, and until the Work is completed and accepted, the Contractor shall directly superintend or assign and have on the Work a competent superintendent who is satisfactory to the COR and has authority to act for the Contractor.

F-15 TIME OF DELIVERY

The County requires delivery within seventy-two (72) working hours following the Contractor's receipt of the Purchase Order. Delivery shall be made in accordance with scheduling specified by the COTR. Delivery Hours are 7 AM – 3 PM on weekdays, unless otherwise requested and approved by the COR.

F-16 WORKMANSHIP & MATERIALS

Workmanship shall be first-class in every respect and accomplished, or supervised and certified, by a properly licensed plumber. The COTR, or their appointed Inspector will inspect the Work as it progresses. All work is to be performed in accordance with standard practices and to manufacturer's specifications, unless otherwise indicated, and accomplished in a neat and orderly manner. The direction from the COTR shall govern those cases where a specific Code or Manufacturer's Specification does not exist.

The Work shall be guaranteed in regard to quality of parts used and labor provided. This will include, but not be limited to leaks, loose parts, and sub-standard work. Sub-standard work shall be corrected at the Contractor's expense. This will also include damages caused by sub-standard work.

All equipment, material and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract.

All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the COTR deems incompetent, careless, or otherwise objectionable.

F-17 PERIOD OF PERFORMANCE

The Period of Performance for the Base Year of this Contract will commence on the Award Date shown in Box 28 of the Award. This Contract is subject to renewal by mutual agreement of both parties for four (4) one-year Options, on the anniversary of the Award Date in subsequent years.

Price adjustments may be requested by the Vendor as a condition of renewal. The County reserves the right to accept, reject or negotiate the request for a price adjustment. If the County approves a price adjustment, the price shall remain firm for the renewal term for which it was requested.

SECTION G: CONTRACT ADMINISTRATIVE DATA**G-1 DEFINITIONS**

Wherever the words defined in this section or pronouns used in their stead occur in the solicitation, specifications, Contract or bond, shall have the meaning here given.

- A. CONTRACTING OFFICER:** Duly authorized agent for the County acting solely in their respective capacity. Only the Contracting Officer is authorized to modify contracts.
- B. CONTRACTING OFFICER'S REPRESENTATIVE (COR):** The duly employed Department Head of the using Department who shall manage awarded contracts for their Department. The COR is responsible for administering any orders placed hereunder. Only the Contracting Officer is authorized to modify contracts, and such modifications shall be in the form of either a Purchase Order or a Contract Modification, as warranted.
- C. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR):** The County employee who serves as the COR's technical representative for the purposes of administering the contract. The COTR may designate one or more additional representatives to assist with contract administration, and as approved by the COR.
- D. CONTRACTOR:** The party of the second part, or the agent appointed to act for said party, entering into the Contract for performance of the Work required by it.
- E. INSPECTOR:** The authorized representative of the County assigned to make any or all necessary inspections of the Work performed, methods used, and materials furnished by the Contract or to complete the Work or any part thereof.
- F. CONTRACT DOCUMENTS:** The written agreement executed between the County and the Contractor, covering the performance of the Work, and furnishing of labor, equipment, and materials, by which the Contractor is bound to perform the Work and furnish the labor, equipment, and materials, and by which the County is obligated to compensate therefore at the established and accepted rate or price. The Contract Documents include the Invitation for Bids, Notice to Contractors, Instructions to Bidders, Proposal, Contract Forms and Bonds, General Provisions, Specifications, Supplemental Specifications, all Special Provisions, all Technical Provisions, all Plans and Notices to Proceed, also any written Change Orders and Supplemental Agreements that are required to complete the construction of the Work in an acceptable manner, including any authorized extension thereof.
- G. CHANGE ORDER:** A written order signed by the Contracting Officer, in accordance with the terms of the Contract, directing the Contractor to make changes in the specifications, delivery schedule, with or without the consent of the Contractor.
- H. CONTRACT SUM:** Base bid plus all Alternates accepted by the County at the rate set forth in the Proposal Form herein.
- I. SHOP DRAWINGS:** The term "shop drawings" includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the Work required by the Contract.

- J. ENVIRONMENT LAWS:** The term “Environmental Laws” means all limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in any Local, State or Federal laws or regulation relating to pollution, nuisance, or the environment including, without limitation, (I) the Federal Clean Air Act, 42 U.S.C. §7401, et seq.; (ii) the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, et seq. (“CERCLA”); (iii) the Federal Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §1101, et seq.; (iv) the Federal Insecticide Fungicide and Rodenticide Act, 7 U.S.C. §136, et seq.; (v) the Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq.; (vi) the Solid Waste Disposal Act, 42 U.S.C. §6901, et seq.; (vii) the Safe Drinking Water Act, 42 U.S.C. §300f, et seq.; (viii) the Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; (ix) laws or regulations relating in whole or part to emissions, discharges, releases, or threatened releases of any Hazardous Material; and (x) laws or regulations relating in whole or part to the manufacture, processing, distribution, use coverage, disposal, transportation, storage or handling of any Hazardous Material.
- K. HAZARDOUS MATERIALS:** The term “Hazardous Materials” means any hazardous, infectious, or toxic substance, chemical, pollutant, contaminant, emission, byproduct, product, compound, or waste that is or becomes regulated by any Local, State or Federal Environmental Laws, as defined herein. Hazardous Materials include, without limitation, anything that is: (I) defined as a “pollutant” pursuant to 33 U.S.C. §1362(6); (ii) defined as a “hazardous waste” pursuant to 42 U.S.C. §6921; (iii) defined as a “regulated substance” pursuant to 42 U.S.C. §6991; (iv) defined as a “hazardous substance” pursuant to 42 U.S.C. §9601(14); (v) defined as a “pollutant or contaminant” pursuant to 42 U.S.C. §9601(33); (vi) defined as a “contaminant: and which has been assigned either a “maximum contaminant level” or “maximum contaminant level goal” pursuant to 42 U.S.C. §300F and §300G; (vii) petroleum (including crude oil or any fraction thereof); (viii) lead-based paints; (ix) asbestos; or (x) polychlorinated biphenyl.
- L. SUBSTANTIAL COMPLETION:** The term “Substantial Completion” means the stage in the progress of the Work when the Work or a designated portion thereof is sufficiently complete in accordance with Contract Documents so that the County can utilize the Work for its intended purpose. The only remaining work shall be minor in nature.
- M. REASONABLE TIME:** The term “reasonable time,” whenever used in the context of a party rendering a decision or taking an action, is understood to mean no more than fourteen (14) calendar days unless otherwise specifically noted in the Contract Documents.
- N. DAY:** The term “day,” whenever used, will refer to calendar days unless otherwise noted.
- O. WORK:** The term “Work” means the services and Deliverables required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor’s obligations. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

G-2 APPOINTMENT OF CONTRACTING OFFICER’S REPRESENTATIVE

The following individual is appointed as the COTR:

Richard Tarr, County Highways Manager
Department of Public Works & Transportation
44825 St. Andrews Church Road

California, Maryland 20619
301-475-4200 Extension *3540

The following individual is appointed as the COR:

James Gotsch, P.E.; Director
Department of Public Works and Transportation
44825 St. Andrews Church Rd.
PO Box 508
California, MD 20619
301-475-4200 Extension *3510

No authority to modify any provisions of this Solicitation/Contract is granted. Any deviation from the terms of this Contract must be submitted in writing for contractual action to the following Office of Procurement Contracting Officer:

Brandon Hayden, Procurement Manager
St. Mary's County Government
P.O. Box 653
Leonardtown, Maryland 20650
301-475-4200 Extension *1223

G-3 ADDRESS TO WHICH PAYMENT SHALL BE MAILED

Bidder shall indicate in the space provided below, the address to which payment should be mailed, if such address is different from that shown for bidder on Proposal Form.

G-4 CONTRACTOR'S INVOICE

The Contractor shall prepare and submit an original and one (1) copy of their invoice upon completion and acceptance of materials to the COTR at:

Department of Public Works & Transportation
Attn: County Highways
P.O. Box 508
44825 St. Andrews Church Road
California, Maryland 20619

Invoices shall contain the minimum information as follows:

- a. Name of Contractor
- b. Contract Number
- c. Purchase Order Number
- d. Description of Item
- e. Item Numbers, and
- f. Invoice Date

Invoices not containing the information above may be considered incomplete and returned to the Contractor for correction.

G-5 PAYMENT TO CONTRACTOR

The County utilizes an electronic payment system and prefers its significant contract payments be processed via that method. One of the available methods is ACH processing, which no fee or cost has associated with it. The Successful Bidder is requested to enroll in that system, and upon receipt of the Notice of Intent to Award, will be provided the information needed to register directly with the secure third-party vendor for such payment processing.

Payment will be made within 30 days after receipt of Contractor invoice, by the St. Mary's County Government, provided that the government has determined all Contract specifications have been complied with, and total inspection and acceptance is in accordance with Contract requirements.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H-1 INSURANCE REQUIREMENTS

The Contractor shall be required to maintain, in force, insurance as described below and approved by the St. Mary's County Government for the duration of the Contract. Insurance coverage shall be a Contract specific or occurrence-based policy. The Contractor's Insurance Coverage shall be primary for any claims related to this Contract. **Claims Made policies are not acceptable.** Proof of acceptable insurance shall be required prior to Contract award and shall be maintained in full force for duration of Contract. Contractor shall provide a complete copy of any policy including any endorsements and related documents via PDF if requested. The policies shall stipulate that the insurance coverage shall not be changed or canceled unless the insured and the Contracting Officer are notified in writing. **Commissioners of St. Mary's County, in the State of Maryland, shall be named as an additional insured for Commercial General Liability and Automobile Liability Coverage.** Contractor shall indemnify, defend, and hold harmless the Commissioners of St. Mary's County, for any and all liability, claims, expenses, lawsuits, etc., arising from this Contract.

Insurance policies must be acceptable to the Contracting Officer and placed with companies that have an A.M. Best minimum Rating of A, Class VII or better. Insurers must be authorized to do business under the laws of the State of Maryland.

A. WORKERS' COMPENSATION & EMPLOYERS' LIABILITY INSURANCE

At a minimum, the Contractor shall carry the Statutory Limits of Workers' Compensation Insurance required under the laws of the State of Maryland, and Employer's Liability Insurance with limits of at least \$500,000 per accident for Bodily Injury by Accident and \$500,000 policy limit/\$500,000 each employee for Bodily Injury by Disease.

B. AUTOMOBILE LIABILITY INSURANCE

The Contractor shall purchase and maintain during the life of this Contract, the proper amount of comprehensive automobile liability insurance in the amount of no less than \$1,000,000 per accident for each owned, non-owned, and hired vehicle that is used in any way to complete the Work, as required under the laws of the State of Maryland whether vehicle is registered in Maryland or not.

C. COMMERCIAL GENERAL LIABILITY REQUIREMENTS

The Contractor shall purchase and maintain during the life of this Contract the following Commercial General Liability insurance coverage to include all Subcontractors with limits no less than:

- a. \$2,000,000.00 Annual Aggregate
- b. \$1,000,000.00 Per Occurrence
- c. \$1,000,000.00 Products and Completed Operations
- d. \$1,000,000.00 Personal and Advertising Injury

D. SUBCONTRACTOR INSURANCE REQUIREMENTS

The Contractor shall also require all first-tier Subcontractors who will perform work under this Contract to procure and maintain Maryland statutory limits of Workers' Compensation insurance. The Contractor shall furnish the Contracting Officer's

Representative satisfactory evidence of Subcontractors' Insurance PRIOR to the Subcontractor starting work.

H-2 CERTIFIED COPIES

Certified copies of all insurance policies or certification of such insurance shall be delivered to the Contracting Officer within fifteen (15) calendar days after the Notice-of-Intent to Award letter has been received. All such insurance policies shall be kept in full force and effect by the Contractor during the course of the Contract including any exercised option years.

H-3 OPTION FOR INCREASED QUANTITY

The county may increase the quantity of any numbered line item identified in the schedule at the unit price specified. The Contracting Officer may exercise the Option by written notice to the Contractor within the period specified in the Schedule. Delivery of the added items shall continue at the same rate as the like items called for under the Contract unless the parties otherwise agree.

PART II – CONTRACT CLAUSES
SECTION I: CONTRACT CLAUSES

I-1 ASSIGNMENT OF CLAIMS

- A. The Contractor may assign its rights to be paid amounts due or to become due as a result of the performance of this Contract to a bank, trust company, or other financing institution. The assignee under such an assignment may thereafter further assign its right under the original assignment to any type of financing institution.
- B. Any assignment or reassignment under this Clause shall cover all unpaid amounts payable under this Contract, and shall not be made to more than one party, except, that the one party to whom assignment or reassignment is made may act as agent or trustee for two or more parties participating in the financing of this Contract.

I-2 ASSIGNMENT OF RISK

The Contractor shall bear all risk of loss with respect to all materials, improvements, and property until final acceptance, by the Owner, of the Work.

I-3 CHANGES

- A. The Contracting Officer may at any time by written order and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:
 - 1. Drawings, designs or specifications when the supplies to be furnished are to be specially manufactured for the County in accordance with drawings, designs or specifications.
 - 2. Method of shipment or packing.
 - 3. Place of delivery.
- B. If any such change causes an increase or decrease in the cost of, or the time required for performance of any part of the Work under this Contract, whether or not changed by the order, the Contracting Officer shall make equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.
- C. The Contractor must submit any "proposal for adjustment" under this Clause written 30 days from the date of receipt of the written order.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes Clause. However, nothing in this Clause shall excuse the Contractor from proceeding with the Contract as changed.
- E. No proposal by the Contractor for an equitable adjustment will be allowed if asserted after Final Payment under this Contract.

I-4 CLAIMS

Indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workman's Compensation acts, disability benefit acts or other employee benefits acts with

respect to any and all claims against the St. Mary's County Government or any of their agents or employees or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

I-5 CODES

The Contractor must meet all applicable Federal EPA, OSHA and MDE guidelines for the Work performed and Services provided under this Contract. Contractor's work shall conform to all applicable Manufacturers Specifications, in addition to any applicable Federal, State, County, and other prevailing Codes, Laws, Rules and Regulations governing the Work.

The Contractor shall save the St. Mary's County Government from all damages, penalties, suits, judgments, and/or accidents which may occur from not following the above-mentioned codes, laws, rules, and regulations.

I-6 COMMERCIAL WARRANTY CLAUSE

The Contractor agrees that the supplies or services furnished under this Contract shall be covered by the most favorable commercial Warranties the Contractor gives to any customer for such supplies or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other clause of this Contract.

I-7 CONTINGENT FEES

- A. The Contractor warrants that no person or agency has been employed or retained to solicit this Contract upon an agreement or understanding for a contingent fee except a bona fide employee or agency. For breach or violation of this warranty, the County shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or otherwise recover the full amount of the contingent fee.
- B. "Bona fide Agency" as used in this clause means an established commercial or selling agency maintained by a Contractor for the purpose of securing business, that neither exerts or proposes to exert improper influence to solicit or obtain County contracts nor holds itself out as being able to obtain any County contract through improper influence.
- C. "Bona fide Employee" as used in this clause means a person employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain County contracts nor holds out as being able to obtain any County contract through improper influence.
- D. "Contingent Fee" as used in this clause means any commission, percentage brokerage or other fee that is contingent upon the success that a person or concern has in securing a County contract.

I-8 CONTRACTOR INSPECTION REQUIREMENTS

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this Contract conform to Contract requirements, including any technical requirements for specified manufacturers' parts. This Clause takes precedence over any County inspection and testing required in the Contract's

specifications, except for specialized inspections or tests specified to be performed solely by the County.

- A. "Improper Influence" as used in this clause means any influence that induces a County employee to give consideration or to act regarding a County contract on any basis other than the merits of the matter.

I-9 COPYRIGHTS

The Contractor shall pay all royalties/license fees which may be due on the inclusion of any copyrighted materials, methods, or systems selected by the Contractor. The Contractor shall indemnify and hold the County harmless from all suits or claims for infringement of any copyrights arising out of such selection.

I-10 COUNTY-FURNISHED PROPERTY

- A. The County shall deliver to the Contractor, for use only in connection with this Contract, the property described in the Schedule or Specifications, at the times and locations stated therein. If the County-furnished property, suitable for its intended use, is not so delivered to the Contractor, and, if the facts warrant such action, the Contracting Officer may equitably adjust any affected provision of this Contract pursuant to the provisions of the "Changes Clause" hereof.
- B. Title to County-furnished property shall remain with the County. The Contractor shall maintain adequate property control records of the property furnished by the County in accordance with sound industrial practice.
- C. Unless otherwise provided in the Contract, the Contractor, upon delivery to them of any County-furnished property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereto except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of the Contract.
- D. The Contractor shall, upon completion of this Contract, prepare for shipment or dispose of all County-furnished property not consumed in the performance of this Contract, as may be directed or authorized by the Contracting Officer. If not delivered to the County, the net proceeds of any disposal shall be credited to the Contract price or paid in such other manner as the Contracting Officer may direct.

I-11 COUNTY TERMINATION FOR CONVENIENCE

- A. The County may terminate performance of the Work under this Contract in whole, or, from time to time, in part, if the Contracting Officer determines that a termination is in the County's best interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of terminations and the effective date.
- B. After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall proceed immediately with the following obligations, regardless of any delay in determining any amounts due under this Clause:
 - 1. Stop Work as specified in the Notice of Termination.

2. Place no further subcontracts or Orders (referred to as subcontracts in this Clause) for materials, services, or facilities, except as necessary to complete the continued portion of this Contract.
 3. Terminate all subcontracts to the extent they relate to the Work terminated.
 4. Assign to the County, as directed by the Contracting Officer, all right, title, and interest of the Contract under the subcontracts terminated, in which case the County shall have the right to settle or to pay any termination settlement proposals arising out of those terminations.
 5. With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities arising from the termination of subcontracts; the approval of ratification will be final for purposes of this Clause
 6. As directed by the Contracting Officer, transfer title and deliver to the County parts, work in progress, completed work, supplies, and other material produced or acquired for the work terminated, and the completed or partially completed plans, drawings, information, and other property that, if the Contract had been complete, would be required to be furnished to the County,
 7. Complete performance of the Work not terminated.
 8. Take any action that may be necessary or that the Contracting Officer may direct, for the protection and preservation of the property related to this Contract that is in the possession of the Contractor and in which the County has or may acquire an interest.
 9. Use its best efforts to sell, as directed by the Contracting Officer, any property of the types referred to in subparagraph (6) above. The proceeds of any disposition will be applied to reduce any payments to be made by the County under this Contract.
- C. The Contractor shall submit a list to the Contracting Officer, certified as to quantity and quality, of termination inventory not previously disposed. Within fifteen (15) calendar days, the County will accept title to those items and either remove them or enter into a storage agreement with the Contractor.
- D. After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than one (1) year from the effective date of the Termination Notice. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine the amount due the Contractor and shall pay the amount determined.
- E. The Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done, but the agreed amount shall not exceed the total Contract price as reduced by the amount of previous payments and the Contract price of the Work not terminated. The Contract shall be amended, and the Contractor paid the agreed amount.
- F. If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of Termination of Work, the Contracting Officer shall pay the Contractor the amount determined as follows, but without duplication of any amount agreed upon under paragraph E above:
1. For Contract Work performed before the effective date of Termination, the total (without duplication of any items) of the cost of this Work; the cost of settling and paying any settlement proposals under subcontracts that are properly chargeable to the terminated portion of the Contract; and a sum as profit on the above, determined by the Contracting Officer to be fair and reasonable. However, if it appears that the Contractor would have

suffered loss on the entire Contract had it been completed, the Contracting Officer shall allow no profit and shall reduce the settlement to reflect the indicated rate of loss.

2. The reasonable costs of settlement of the Work terminated, including:
 - a. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of Termination Settlement Proposals and supporting data;
 - b. The Termination and settlement of subcontracts (excluding the amounts of such settlements); and
 - c. Storage and transportation, and other costs incurred which are reasonably necessary for the preservation, protection, or disposition of the Termination inventory.
- G. Except to the extent that the County expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph F, above, the fair market, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the County or to a buyer.
- H. Generally accepted accounting procedures and principles shall govern all costs claimed, agreed to, or determined under this Clause.
- I. Contractor shall have the right to appeal under the Disputes Clause, from any determination made by the Contracting Officer under paragraph D, F or;
- J. except that if the Contractor failed to submit the Termination Settlement Proposal within the time provided in paragraph D, and failed to request a time extension, there is no right to appeal.
- K. In arriving at the amount due to the Contractor under this Clause, there shall be deducted:
 1. All un-liquidated payments to the Contractor under the terminated portion of this Contract;
 2. Any claim which the County has against the Contractor under this Contract;
 3. The agreed price for the sale of materials, supplies, or other assets acquired by the Contractor under this Contract not recovered by or credited to the County.
- L. If the Termination is partial, the Contractor may file a Proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the Contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any Proposal shall be requested by the Contractor within ninety (90) calendar days from the effective date of the Termination, unless extended by the Contracting Officer.
- M. Unless otherwise provided in this Contract, the Contractor shall maintain all records and documents related to the Termination portion of this Contract for three (3) years after final settlement. During that time, the Contractor shall make these records and documents available to the County, at the office of the Contractor, at no additional charge to the County.

I-12 DEFAULT

- A. The County may, subject to paragraph C. and D. below, by written notice of Default to the Contractor, terminate the Contract in whole or in part if the Contractor fails to:
 1. Deliver the supplies or to perform the service within the time specified in the Contract or any extension;

2. Make progress so as to endanger performance of this Contract;
3. Perform any of the other provisions of this Contract.

The County's right to terminate this Contract under sub-paragraphs (2) and (3) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

- B. If the County terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies, or services. However, the Contractor will continue the Work not terminated.
- C. Except for defaults of Subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such clauses include acts of God; acts of the County in either its sovereign or contractual capacity; fires, floods; strikes; freight embargoes; or unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- D. If the failure to perform is caused by the default of a Subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for Contractor to meet the required delivery schedule.
- E. If this Contract is terminated for Default, the County may require the Contractor to transfer title and deliver to the County, as directed by the Contracting Officer, any completed or partially completed supplies and materials, parts, tools, plans, drawings, information and contract rights (collectively referred to as "manufacturing and materials" in this Clause) that the Contractor has specifically produced or acquired for the Terminated portion of this Contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the County has an interest.
- F. The County shall pay Contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for component materials delivered and accepted. Failure to agree shall be a Dispute under Dispute Clause. The County may withhold from amounts to be paid, any sum the Contracting Officer determines to be necessary to protect the County against loss because of outstanding liens or claims of former lien holders.
- G. If, after Termination, it is determined that the Contractor was not in Default, or that the Default was excusable, the rights and obligations of the parties shall be the same as if the Termination had been issued for the Convenience of the County.
- H. The rights and remedies of the County in this Clause are in addition to any other rights and remedies provided by Law or under this Contract.

I-13 DEFAULT, TERMINATION FOR

- A. If the Contractor refuses or fails to prosecute the Work or any separable part, with the diligence that will insure the completion within the time specified in this Contract, Including any

extension or fails to complete the Work within this time, the County may, by written notice to the Contractor, Terminate the right to proceed with the Work (or the separable part of the Work) that has been delayed. In this event, the County may take over the Work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the Work site necessary for completing the Work. The Contractor and its sureties shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the Work within the specified time, whether or not the Contractor's right to proceed with the Work is terminated. This liability includes any increased costs incurred by the County in completing the Work.

B. The Contractor's right to proceed shall not be Terminated nor the Contractor charged with damages under this Clause if:

1. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include:
 - a. Acts of God or the public enemy;
 - b. Contractual capacity.
 - c. Acts of another Contractor in the performance of a Contract with the County;
 - d. Fires;
 - e. Floods;
 - f. Epidemics;
 - g. Quarantine restrictions;
 - h. Strikes;
 - i. Freight embargoes;
 - j. Unusually severe weather; or
 - k. Delays of Subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the Subcontractor or suppliers; and
2. The Contractor, within 10 days from the beginning of any delay, notifies the Contracting Officer in writing of the causes of the delay. The Contracting Officer shall ascertain the facts and extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the Work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes Clause.
3. If, after Termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Termination had been issued for the convenience of the County.
4. The rights and remedies of the County in this Clause are in addition to any other rights and remedies provided by Law or under this Contract.

I-14 DISPUTES

- A. Except as otherwise provided in this Contract, any Dispute concerning a question of fact arising under this Contract, which is not disposed of by agreement, shall be decided by the Contracting Officer and shall be final and conclusive unless within 30 days from the receipt of such Decision the Contractor furnishes to the Contracting Officer a written appeal addressed to the Procurement Officer. The Decision of the Procurement Officer or a duly authorized

representative for the determination of such appeals shall be final and conclusive. This provision shall limit Judicial review of any such Decisions in cases where fraud by such Official or the representative of such Official is alleged; provided, however, that any such Decision shall be final and conclusive unless the same is fraudulent, capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

- B. Pending final decision of a Dispute hereunder, The Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's decision.
- C. This Disputes Clause does not preclude consideration of questions of law in connection with Decisions provided for in paragraph A above. Nothing in this Contract, however, shall be construed as making final the Decision of any Administrative Official or representative on a question of law.

I-15 EQUAL OPPORTUNITY

During the performance of this Contract, the Contractor certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability and that this policy shall be included in all solicitations or advertisements for employees during the term of this Contract.

I-16 EXTRAS

Except as otherwise provided for in this contract, no payment for Extras shall be made unless such Extras and the price have been authorized in writing by the Contracting Officer.

I-17 FEDERAL, STATE, AND LOCAL TAXES

- A. Except as may be otherwise provided in this Contract, the Contract price includes all applicable Federal, State, and local taxes and duties. The Contractor, and not the County, shall be responsible for payment of all taxes, including sales and use taxes that are imposed on the Contractor. The Contractor understands that the County is exempt from taxes and that the Contractor is not entitled to the benefit of, and cannot claim exemption under, any tax exemption to which the County is entitled.
- B. Nevertheless, with respect to any Federal excise tax or duty on the transactions or property covered by this Contract, except as provided at subpart C below, if a statute, court decision, written ruling, or regulation takes effect after the Contract Date, and:
 - 1. results in the Contractor being required to pay or bear the burden of any such Federal excise tax or duty or increase in the rate thereof which would not otherwise have been payable on such transactions or property as of the Contract date, the Contract price shall be increased by the amount of such tax or duty or rate increase actually paid by the Contractor, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the Contract price as a contingency reserve or otherwise; or
 - 2. results in the Contractor not being required to pay any such Federal excise tax or duty which would otherwise have been payable on such transactions or property as of the Contract date or which was the basis of an increase in the Contract price, the Contract price shall be

decreased by the amount of the relief refund, or drawback, or that amount shall be paid to the St. Mary's County Government. The Contract price shall be similarly decreased if the Contractor, through its fault or negligence or its failure to follow instructions of the St. Mary's County Government, is required to pay or bear the burden of, or does not obtain a refund or drawback of, any such Federal excise tax or duty.

- C. Paragraph (B) above shall not be applicable to social security taxes or to any other employment tax.
- D. No adjustment of less than \$100 shall be made in the Contract price pursuant to paragraph (B) above.
- E. As used in paragraph (B) above, the term "Contract Date" means the date set for bid opening, or if this is a negotiated contract, the Contract Date. As to additional supplies or services procured by modification to this Contract, the term "Contract Date" means the date of such modification.
- F. The Contractor shall promptly notify the St. Mary's County Government of matters which will result in either an increase or decrease in the Contract Price and shall take action with respect thereto as directed by the St. Mary's County Government.

I-18 GRATUITIES

- A. The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the Procurement Officer or a designee determines that the Contractor, their agent or representative:
 - a. Offered or gave a gratuity (entertainment or gift) to an Officer, Official or employee of the County.
 - b. Intended by the gratuity to obtain a contract or favorable treatment under a contract.
- B. The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- C. If this contract is terminated under paragraph I-3.1 above, the County is entitled to pursue the same remedies as in the event of breach of the contract by the contractor.
- D. As a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing such Gratuities to any such Officer and Employee.
- E. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

I-19 GRATUITIES, TERMINATION FOR

- A. The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract if it is found, after notice and hearing, by the Procurement Office that Gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any Officer or Employees of the

County with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of such Contract; provided that the existence of the facts upon which such findings are made shall be in issue and may be reviewed in any competent Court.

- B. In the event this Contract is terminated as provided in paragraph (a) hereof, the County shall be entitled:
1. To pursue the same remedies against the Contractor as it could pursue in the event of breach of the Contract by the Contractor, and;
 2. As a penalty in addition to any other damages to which it may be entitled by Law, to exemplary damages in an amount which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing such Gratuities to any such Officer and Employee.

The rights and remedies of the County provided in this Clause shall not be exclusive and are in addition to any other rights and remedies provided by Law or under this Contract.

I-20 HAZARDOUS MATERIALS

The Contractor shall handle, store, transport, use and dispose of hazardous materials in compliance with Federal and State Hazardous Waste Laws, Rules and Regulations.

The Contractor retains ownership of all hazardous materials generated from their work and shall be solely responsible for the cleanup of any contamination resulting from spills or mishandling. The Contractor shall also be responsible for reporting of any such spills as mandated by Federal, State and Local Laws.

The hazardous materials must be packaged and labeled according to applicable regulations.

I-21 INDEMNIFICATION

- A. To the extent permitted by law, the Contractor shall indemnify and save St. Mary's County Government and the Commissioners of St. Mary's County harmless from and against all actions, liability, claims, suits, damages, costs, statutory penalties, or expenses or any kind which may be brought or made against St. Mary's County Government and/or the Commissioners of St. Mary's County, Maryland, its agents and employees, or which St. Mary's County Government and/or the Commissioners of St. Mary's County, Maryland may pay or incur by reason of or in any manner resulting from injury, loss or damage to person or property and caused by the Contractor's, or Subcontractor's, willful or negligent performance of or failure to perform any of its obligations under the terms of this Contract.
- B. Without limiting the foregoing and to the extent permitted by law, the Contractor shall indemnify St. Mary's County Government and the Commissioners of St. Mary's County, Maryland, its agents and employees, and hold them harmless from and against any and all actions, liability, damages, costs, statutory penalties, or expenses of any kind that may be brought or made against St. Mary's County Government and/or the Commissioners of St. Mary's County, Maryland, its agents and employees, or which St. Mary's County Government and/or the Commissioners of St. Mary's County, Maryland, its agents and employees, may pay or incur by reason of the use, release or threatened release of Hazardous Materials, or noncompliance with Environmental Laws, arising from or out of any occurrence related to the Work and related

to the Contractor's, its agent's, employee's, invitee's, Contractor's or Subcontractor's acts or omissions on that site, or related to the Work or any defect thereof. In the event either or both St. Mary's County Government and/or the Commissioners of St. Mary's County, Maryland, its agents and employees are held liable, the Contractor shall hold the same harmless and shall pay all costs, expenses, damages and reasonable attorney's fees incurred or paid by either or both St. Mary's County Government and/or the Commissioners of St. Mary's County, Maryland, its agents and employees, in connection with such litigation.

I-22 INDEFINITE QUANTITY

- A. If this is an Indefinite Quantity Contract for the supplies or services specified and effective for the period stated in Section F of the Contract.
- B. Delivery or performance shall be made only by purchase orders issued in accordance with the Ordering Clause. The Contractor shall furnish to the County, when and if ordered, the supplies or services specified in Section B the solicitation.
- C. There is no limit on the number of purchase orders that may be issued. The County may issue purchase orders requiring delivery to multiple destinations or performance at multiple locations.
- D. Any purchase order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the County's rights and obligations with respect to that order to the same extent as if the order were completed during the Contract's effective period, provided that the Contractor shall not be required to make any deliveries under this Contract after ninety (90) days after the end date of the Contract.

I-23 INDEPENDENT PRICING

"THE OFFEROR" CERTIFIES that:

- A. The prices in this offer have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement with any other offeror or competitor relating to these prices;
- B. The prices in this offer have not been nor will be disclosed knowingly directly or indirectly to any other offeror or competitor before bid opening or Contract award unless otherwise required by Law; and
- C. No attempt has been made or will be made by the offeror to induce any other concern or individual to submit or not to submit an offer for the purpose of restricting competition.

I-24 LATE BIDS, MODIFICATIONS OR WITHDRAWAL OF BIDS

- A. Any Bid received at the office designated in the Solicitation after the exact time specified for receipt will not be considered unless:
 - a. It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for Bid receipt, or

- b. It was sent by mail and the County determines that late receipt was due solely to mishandling by the County after it was received.
 - c. The only acceptable evidence to establish mailing date of a dated Bid, modification, or withdrawal is a postmark (exclusive of a postage meter) legibly affixed by an employee of the U.S. Postal Service.
- B. Any modification or withdrawal of Bids is subject to the same conditions as in (A) above. A Bid may be withdrawn by a Bidder or authorized representative but only if the withdrawal is made prior to the exact time set for the receipt and opening of Bids.

I-25 NO INDIVIDUAL LIABILITY

No elected official, appointed official, employee, servant, agent or law enforcement officer shall be held personally liable under this Contract and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

I-26 NON-HIRING OF STATE/COUNTY EMPLOYEES

No employee of the State of Maryland, County, or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the Offeror.

I-27 NOTICE OF AMBIGUITIES

- A. This written Contract and any and all identified writings or documents incorporated by reference herein or physically attached hereto constitute the parties' complete agreement and no other prior or contemporaneous agreements either written or oral shall be considered to change, modify or contradict it. Any ambiguity in the Contract will not be strictly construed against the drafter of the Contract language but shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting.
- B. It shall be the obligation of the Contractor to exercise due diligence to discover and to bring to the attention of the COR at the earliest possible time any ambiguities, discrepancies, inconsistencies, or conflicts in or between the specifications and the applicable drawings or other documents incorporated by reference herein. Failure to comply with such obligation shall be deemed a waiver and release of any and all claims for extra costs or delays arising out of such ambiguities, discrepancies, inconsistencies and conflicts.

I-28 OFFICIALS NOT TO BENEFIT

No County Commissioner or other Elected Official of St. Mary's County shall be admitted to any share or part of this Contract or to any benefit arising from it. However, this clause does not apply to this Contract to the extent this Contract is made with a corporation for the corporation's general benefit provided the Official is not a major shareholder.

I-29 OPTION TO EXTEND THE TERM OF THE CONTRACT

- A. The County may extend the term of this Contract by written notice to the Contractor within the time specified in the Schedule; provided that the County shall give the Contractor a preliminary

written notice of its intention to extend at least 60 days before the Contract expires. The preliminary notice does not commit the County to an extension.

- B. If the County exercises this Option, the extended Contract shall be considered to include this Option provision.
- C. The total duration of this Contract, including the exercises of any Options under this Clause shall not exceed sixty (60) months.

I-30 OTHER CONTRACTS

St. Mary's County Government may undertake or award other contracts for work at or near the site of the Work performed under this Contract. The Contractor shall fully cooperate with the other contractors and with County employees on site. The Contractor shall carefully adapt scheduling and performance of the Work, heeding any directions provided by COR. The Contractor shall not commit or permit any act that will interfere with the performance of work by other contractors or by County employees.

I-31 PATENT RIGHTS

- A. Whenever any article, material, appliance, process, composition, combination, means or thing called for in these specifications is covered by letters and patent, the successful Contractor must secure, before using or employing, such article, material, appliance, process, composition, combinations, means or thing, the assent in writing of the owner or licensee of such letters patent and file the same with the Contracting Officer.
- B. The Contractor shall be responsible for any claim made against the County, its agents and employees for any actual or alleged infringement of patents, by the use of any such patented articles, materials, appliances, etc., in the performance and completion of the work, and shall save harmless and indemnify the County, its agents and employees from all costs, expenses and damages, including solicitors' and attorneys' fees, which the County may be obligated to pay for reason of any actual or alleged infringement of patents in the performance and completion of the work herein specified.

I-32 PAYMENTS

The County shall pay the Contractor upon the submission of proper invoices or vouchers, the prices stipulated in the Contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided for in this Contract. Unless otherwise specified in this Contract, payment shall be made on partial deliveries accepted by the County if:

- A. Amount due on the deliveries warrants it; or
- B. Contractor requests it and the amount due on the deliveries is at least \$1,500 or 50% of the total Contract price.

I-33 PERMITS & RESPONSIBILITIES

- A. The Contractor shall, without additional expense to the County, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, County or Municipal laws, Codes and Regulations applicable to the performance of the Work. The Contractor shall also be responsible for all damages to persons or property that occur as a result

of the Contractor's fault or negligence and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others.

- B. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit or Work which may have been accepted under the Contract.

I-34 SEVERABILITY

In the event that any portion of this Solicitation/Contract is found to be unconstitutional, illegal, null or void, by a court of competent jurisdiction, it is the intent of the Board of County Commissioners to sever only the invalid portion or provision, and that the remainder of the Solicitation/Contract shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the Solicitation/Contract, or unless deletion of the invalid portion would produce a result inconsistent with the purpose and intent of the Board of County Commissioners in entering into this Solicitation/Contract.

I-35 SOVEREIGN IMMUNITY

By entering into this Contract, the County and its "employees", as defined in the Local Government Tort Claims Act, §§5-401 et seq. of the Courts and Judicial Proceedings Article, do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability as may be provided for by Law. No provision of this Contract modifies and/or waives any provision of the Local Government Tort Claims Act.

I-36 SPECIFICATION INTERPRETATION

Should any misunderstanding arise as to the meaning of anything contained in the specifications, the decision of the Contracting Officer shall be final and binding. Any errors or omissions in the specifications may be corrected by the Contracting Officer when such corrections are necessary for the proper fulfillment of the intent of the specifications as construed by them. In all cases of doubt as to the true meaning of the specifications, the decision of the Contracting Officer shall be final and binding upon all parties to this document and their employees, agents and contractors.

I-37 SUBCONTRACTORS AND OUTSIDE ASSOICATES AND CONSULTANTS

Any Subcontractors and outside Associates and Consultants required by the Contractor in connections with the services covered b this Contract will be limited to individuals or firms that were specifically identified as part of the bid submission on Attachment J-4. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these subcontractors, Associates, or Consultants.

I-38 SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of their contractual duties to any other person, firm or corporation, without the previous written consent of the Contracting Officer. If the Contractor desires to assign their right to payment of the Contract, the Contractor shall notify the Contracting Officer immediately, in writing, of such assignment of right to payment. In no case shall such assignment of Contract relieve the Contractor from their obligations or change the terms of the Contract.

I-39 SUFFICIENT APPROPRIATIONS

The County's financial obligations, if any, under this Contract are contingent upon sufficient appropriations and authorization being made by the County for the performance of this Contract. The County's decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Contract and shall be final.

I-40 SUSPENSION OF WORK

The Contracting Officer may order the Contractor, in writing, to suspend all or any part of the Work for such period of time as may be determined by the Contracting Officer as appropriate for the convenience of the County.

I-41 THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Solicitation/Contract that it is not intended by any of the provisions of this Contract to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of the County and notwithstanding its concurrence in or approval of the award of any Contract or Subcontract or the Solicitation thereof in fulfilling the obligations of this Contract.

I-42 VARIANCE BETWEEN PLANS AND SPECIFICATIONS

- A. In the event of variance between plans and/or specifications and this Invitation for Bids (IFB), on any particular item or note, it shall be the duty of the Contractor to call it to the COR's attention and obtain their interpretation of the discrepancy. This IFB is the basis for the formulation of plans and specifications. Any deviation from these programmatic requirements requires written direction from the Contracting Officer. However, there are certain operations and material necessary for the construction of a complete job, and unless they are of unusual nature, no mention thereof shall be made.
- B. Should discrepancies, ambiguities, omissions, or conflicts occur in or between drawings or specifications involving a price differential, the General Contractor or Subcontractor shall be deemed to have estimated on the more expensive way of doing the work involved.

I-43 VENUE

This Solicitation/Contract shall be governed by the laws of the State of Maryland as now and hereafter in force. The venue for actions is fixed in the Circuit Court for St. Mary's County, Maryland.

I-44 USE OF CONTRACT(S) BY OTHER GOVERNMENT ENTITIES

- A. If authorized by the bidder(s), resultant Contract(s) may be extended to any or all of the listed entities as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any government entity utilizing such Contract(s) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating government entities to utilize the Contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Any entity exercising its right to use this Contract shall execute a separate Contract with the awardee. Such Contracts may contain general terms and conditions unique to that jurisdiction

including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under required Comprehensive General Liability policies, and venue. If, when preparing such a Contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

- F. St. Mary's County will not be held liable for any costs or damages incurred by another entity as a result of any award extended to that jurisdiction by the awardee.

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

A. A GOVERNMENTAL AGENCY IN THE STATE

(Signature)

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J: LIST OF EXHIBITS / ATTACHMENTS

- J-1** St. Mary's County Government, Representation and Certifications
- J-2** St. Mary's County Government Vendor Information Form
- J-3** No Bid Form
- J-4** Sub-Contractor's List
- J-5** Links to Referenced Documents
- J-6** Bid Sticker

PART IV – REPRESENTATIONS AND INSTRUCTIONS**SECTION K: REPRESENTATION, CERTIFICATIONS & OFFERORS STATEMENTS****K-1 REPRESENTATIONS & CERTIFICATIONS**

Bidder must be a responsible bidder and must satisfactorily prove to the County that they have adequate resources, equipment and facilities required to perform this Contract in the event of award, and that the good and services will be available in quantities required.

Bidders shall complete and return with their bid, all required forms and documents referenced in this solicitation and subsequent exhibits as shown in Section J. Failure to submit complete information may be basis for rejection of bid.

Prospective bidder must be in good standing with the State of Maryland, Department of Assessments & Taxation (SDAT.)

Prospective bidder must not be excluded from receiving a Federal Award in the Federal System for Award management. (DUNS # must be supplied prior to Award for verification on Attachment J-4.)

K-2 VENDOR REGISTRATION

If selected bidder is not already registered as an active vendor in the St. Mary's County Government Vendor Database, the Contractor shall be required to complete and submit a County Vendor Information Form, Attachment J-2, and a properly completed Internal Revenue Service W-9 form. Bidders must also register with State of Maryland on E-Maryland Marketplace Advantage <https://emma.maryland.gov> and provide their Vendor Number on the Representations and Certifications Form, Attachment J-1.

If the bidder is not registered and does not have an active vendor number, prospective bidder may still submit an offer. However, all required registrations must be completed prior to award of any contract.

Failure to complete and provide proof of required registrations will be basis for rejection of bid if it is not supplied to County within fifteen (15) days from notice of intent to award.

SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES OFFEROR

- L-1** Any inquiries regarding this Solicitation must be submitted directly to the Procurement Office. The Procurement point of contact is:

Jackie Adriani, Buyer
Chesapeake Building, 2nd Floor
41770 Baldrige Street
Leonardtown, Maryland 20650
Email: Jackie.adriani@stmarysmd.com
Telephone: 301-475-4200 extension *1222

- L-2 Solicitation Timeline: (subject to change by formal Amendment)**

Dated Posted: Thursday October 6th 2022
Questions Due: Tuesday October 18th 2022
Sealed Bids Due: Thursday November 3rd 2022

- L-3** Bidders are required to fill in the Offer located on Page 1 of the solicitation (Numbers 14 -18). ***Bids that are not signed in block 17 may be considered non-responsive and not accepted.***
- L-4** Bidders are required to bid the items in Section “B” of this Solicitation and shall submit one (1) original and one (1) copy of the bid. All bids shall include, at a minimum:
- Signed Contract Form, Page 1
 - Section B Pricing for Items 001-005
 - Section I-44 Signed, if applicable
 - Representations and Certifications Form (J-1)
 - Vendor Information Form (J-2)
 - Sub-Contractor’s List (if applicable, J-4)
 - Original and (1) One Complete Copy of Sealed Bid Package
- L-5** Please allow sufficient time for the preparation and delivery of your bid. Bids arriving after the time and date designated for the bid submission (block 9) will not be accepted, and will be returned unopened to the Bidder/Offeror
- Please be aware that UPS/FedEx do not guarantee Priority Overnight Next Day delivery before 3:00 pm in our geographical area.**
- L-6** Bidders hand-carrying their proposals should allow enough time to sign-in and deliver your proposal by the designated time and date.
- L-7** Bidders/Offerors shall **complete and secure** the provided “Sealed Bid” sticker (J-4) on the front exterior envelope of return bid package.
- L-8** Bidders not wishing to submit a bid are requested to complete the “NO BID” form in Attachment J-3 and return a copy to the Office of Procurement.
- L-9** The County reserves the right to reject any or all bids, without explanation, and to waive or cure any informality in the bid.

- L-10** St. Mary's County Office of Procurement will provide a Bid Opening Abstract to interested parties who request one from the Buyer via email, following a public Bid Opening. An Official Bid Tally may be requested, in writing, and will be provided following the completion of the Procurement process. No Information will be provided verbally.

SECTION M: EVALUATION FACTORS FOR AWARD

M-1 St. Mary's County Government intends to award one contract to the lowest responsible and responsive bidder for the Grand Total of All Items, All Years at Extended Prices (for Base Year and all Option Years).

M-2 REJECTION OF QUOTES/BIDS/PROPOSALS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, may be sufficient for the disqualification of a Bidder and the rejection of its bid:

- a. Evidence of collusion among Bidders.
- b. Lack of competency revealed by financial statements, experience, equipment statements, or other factors.
- c. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted, or from previous experience with the Bidder.
- d. Default on a previous similar contract for failure to perform.
- e. Being delinquent in payments due to St. Mary's County Government.
- f. Exceptions or exclusions to the requirements of the solicitation.
- g. Failure to be in "Good Standing" with the State of Maryland at the time of award.
- h. Active exclusion in the Federal System for Award Management.
- i. Previous documented substandard performance on a County contract.
- j. Failure to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror is unable or unlikely to perform the requirements.
- k. Failure to furnish information requested by the County.

The County reserves the right to reject any/all bids, to waive or cure irregularities and/or informalities in any bid, and to make award in any manner, consistent with law, deemed in the best interest of the County.



J-1

REPRESENTATIONS AND CERTIFICATIONS

BID REFERENCE NO: 23-DPWT- 123410

NAME AND ADDRESS OF BIDDER: _____

EMARYLAND MARKETPLACE VENDOR NUMBER: _____

DUNS NUMBER: _____ **DATE OF BID:** _____

In the block with its name and address, the offeror should supply the Data Universal Numbering System (DUNS) Number applicable to that name and address. The DUNS Number should be preceded by "DUNS": If the offeror does not have a DUNS Number, it may obtain one from any DUN and Bradstreet Branch Office. No offeror should delay the submission of its offeror pending receipt of its DUNS Number.

THE BIDDER MAKES THE FOLLOWING REPRESENTATIONS AND CERTIFICATIONS, BY PLACING A CHECK IN THE APPROPRIATE SPACES OR OTHERWISE AS APPROPRIATE, AS PART OF THE BID IDENTIFIED ABOVE. (IN NEGOTIATED PROCUREMENTS, "BID" AND "BIDDER" SHALL MEAN "OFFER" AND "OFFEROR".) A COMPLETED REPRESENTATIONS AND CERTIFICATIONS IS TO BE RETURNED WITH THE BID.

I. CONTINGENT FEE REPRESENTATION AND AGREEMENT

A. Representation: The offeror represents that except for full-time bona fide employees working solely for the offeror, the offeror: (Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee" see Subpart 3.4 of the Federal Acquisition Regulation.)

1. ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and
2. ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this bid.

B. Agreement: The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer.

II. TYPE OF BUSINESS ORGANIZATION - SEALED BIDDING

The bidder, by checking the applicable box, represents that it operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a non-profit organization, or ☐ a joint venture, or an ☐ LLC.

The authorized bidder attests that their company is licensed to conduct business in the State of Maryland:

(signature)

III. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**A. The offeror certified that:**

1. The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communications, or agreement with any other offeror or competitor relating to:
 - a. those prices
 - b. the intention to submit an offer, or
 - c. the methods or factors used to calculate the prices offered;
2. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a formally advertised solicitation) unless otherwise required by Law: and
3. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

B. Each signature on the offer is considered to be a certification by the signatory that the signatory:

1. Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or
2. (a) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above

Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of their position in the offeror's organization; and (b) as an authorized agent, does certify that the principals named in subdivision (b) (2) above have not participated and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and

3. As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- C. If the offeror deletes or modifies subparagraph (a) (2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

IV. PARENT COMPANY AND IDENTIFY DATA

- A. A "parent" company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the bidder. To own the bidding company means that the parent company must own more than 50% of the voting rights in that company. A company may control a bidder as a parent even though not meeting the requirement for such ownership if the parent company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting or otherwise.
- B. The bidder ☐ is, ☐ is not (check applicable box) owned or controlled by a parent company.

C. If the bidder checked "is" in paragraph (b) above, it shall provide the following information:

1. Parent Company's Employer's Identification Number

2. Name and Main Office Address of Parent Company
(Please Include Zip Code)

D. If the bidder checked "is not" in paragraph (b) above, it shall insert its own Employer's Identification Number

E. If bidder supplied its own EIN in paragraph (D) above then it shall insert its Principal Place of Business address below:

V. CLEAN AIR AND WATER CERTIFICATION

The offeror certifies that:

- A. Any facility to be used in the performance of this proposed contract is (), is not () listed on the Environment Protection Agency List of Violating Facilities;
- B. The offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the offeror proposes to use for the performance of the Contract is under consideration to be listed on the EPA list of Violating Facilities; and
- C. The offeror will include a certification substantially the same as this certification, including this paragraph C, in every non-exempt subcontract.

VI. CERTIFICATION OF WORK CAPACITY

We hereby certify that we have the equipment, labor, supervision, and financial capacity to perform this Contract in accordance with all conditions, stipulations and provisions contained herein.

(signature)

A COMPLETED REPRESENTATIONS AND CERTIFICATIONS IS TO BE RETURNED WITH THIS BID.



St. Mary's County Government - Procurement Office
VENDOR INFORMATION FORM
(TO BE COMPLETED BY THE VENDOR)

VENDOR NAME: _____

REMIT ADDRESS:

Address line 1: _____

Address line 2: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Fax #: _____

MAILING ADDRESS:

Address line 1: _____

Address line 2: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Fax #: _____

POINT OF CONTACT (please print clearly):

Name: _____ TITLE: _____

Phone #: _____ Fax #: _____

Email: _____

TAX ID or SOCIAL SECURITY #: REFER TO ATTACHED IRS FORM W-9

NAME ON CHECK: _____

Is your business:

Minority-owned? ☐ YES ☐ NO

Woman-owned? ☐ YES ☐ NO

Veteran-owned? ☐ YES ☐ NO

(Please provide appropriate documentation)

MBE/DBE/SBE Registration Number: _____

Does your business provide any of the following types of services or fees for St. Mary's County Government?

Medical ☐ YES ☐ NO

Attorney ☐ YES ☐ NO

Rents ☐ YES ☐ NO

St. Mary's County Government Office Use Only

Submitted By: _____ Phone: _____

Comments: _____

1099: _____

Vendor Number: _____ Assigned By: _____ Date: _____



St. Mary's County Government
Procurement Office

NO BID FORM – SOLICITATION # 23-DPWT- 123410

ATTENTION: BIDDERS WHO ARE NOT BIDDING ON THIS CONTRACT

As part of our continuing efforts to improve our procurement practices, we would appreciate feedback from vendors who are not bidding on our contracts. If you are not offering a bid, please take a moment to indicate on the enclosed request which of the following best describes the reason(s) you have not bid. Please note that your company will be retained on our bid list for future invitations for the product or services requested *unless you check Reason #1*.

Thank you for your assistance.

(Check one)

- _____ 1. My company does not sell the product(s) or service requested.
- _____ 2. The specifications were unclear and/or appear to be written around a competitor's products. (If you check this, please describe and attach information about your product or service).
- _____ 3. The solicitation submission date did not allow us adequate time to prepare and submit a bid. (Please explain. Understanding your needs will help us ensure that we provide adequate time generally for a bid response to be prepared. Depending upon the circumstances, the County can extend the deadline if we are advised)
- _____ 4. My company is not in a position, for business reasons, to handle the order/project at *this time*.
- _____ 5. The general terms and conditions for this contract are not acceptable to my company. (Please explain).
- _____ 6. Our experience on previous County contracts was not satisfactory. (Please explain).
- _____ 7. Other (please explain).

Your Information:

Company Name, Address, & # of Emp.

Please Indicate Whom We May Contact:

Name _____

Phone # _____

Note: Additional detail can be noted on reverse side or on separate sheet, but please include item# as part of continued explanations



St. Mary's County Government SUB-CONTRACTOR'S LIST

The following list provides the name of the Prime Contractor and their 1st Tier Sub-Contractors who shall perform the Work in reference to Solicitation and its resulting Contract. The general type of work to be performed and the approximate percentage of the total work per Prime and 1st Tier Sub-Contractor shall be annotated. (Note: The Prime Contractor may be required to perform a percentage of the total work with their own forces as required in the bid documents).

VENDOR NAME	TYPE of WORK	% of TOTAL WORK
Prime Contractor		
1 st Tier Sub-Contractors		
TOTAL % OF CONTRACT AMOUNT		100%

Submitter Information (Party authorized to enter into the Contract)

NAME	
TITLE	
COMPANY	
SIGNATURE/DATE	



St. Mary's County Government
Procurement Office

Links to Referenced Documents

Standard Specifications for Construction and Materials – Current Revision

<https://roads.maryland.gov/ohd2/2022%20Standard%20Specifications%20for%20Construction%20and%20Materials.pdf>



**St. Mary's County Government
Procurement Office**

IMPORTANT NOTICE TO BIDDER

On the envelope submitting your bid, it is imperative:

1. That your name and address appear in the UPPER left corner.
2. That the label below be filled in and placed on the LOWER left corner.

S E A L E D	BID NO.	B I D
	23-DPWT- 123410	
	DATE OF OPENING	
	TIME OF OPENING	
	BID TITLE	