

CAROLINE COUNTY PUBLIC LIBRARY



REQUEST FOR PROPOSALS

For

CENTRAL LIBRARY RENOVATIONS

Contact

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**CAROLINE COUNTY PUBLIC LIBRARY
CENTRAL LIBRARY RENOVATIONS**

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**CAROLINE COUNTY
PUBLIC LIBRARY
REQUEST FOR PROPOSALS**

**FOR
CENTRAL LIBRARY RENOVATIONS**

SEALED BIDS (hard copies) from qualified contractors shall be accepted at the Caroline County Central Library, 100 Market Street, Denton, Maryland, 21629, no later than 3:00 PM local time on **Monday, August 22nd**. Bids submitted after the designated time and date will be rejected and returned to the Bidder un-opened.

A list of the names (only) of bidders that submitted a bid will be transmitted by email to all parties that express an interest in the bid results before the due date and time that bids are received.

The scope of work under this contract is to provide Caroline County Public Library with construction services to perform renovations and alterations to the Central Library building located in Denton, in strict compliance with the solicitation and Bid Documents. The Caroline County Public Library is seeking to award the construction contract to a qualified building contractor with a minimum of (7) seven years' experience in public library construction, renovation, and alterations.

Electronic, digital copies of the Bid Documents may be obtained from Gant Brunnett, Architects, 3100 Koppers Street, Suite 300, Baltimore, Maryland 21227 by submitting a request to Gant Brunnett, Architects through email, addressed to connie@gba-architects.com.

A pre-bid meeting (in-person) will be held at the project site at 11:00 AM, local time on **Thursday, July 28th** at

Central Library
100 Market Street
Denton, Maryland 21629

Attendance at the pre-bid meeting is not mandatory but is strongly recommended. The intent of this conference is to clarify the bid documents that are intended for bidding purposes.

The project site will be available for CONTRACTOR/SUB WALK THROUGHs on the following dates and times:

Monday, August 1st from 1:00 PM -4:00 PM
Tuesday, August 2nd from 9:00 AM-11:00 AM

Questions regarding the project should be submitted in writing and directed to the Project Manager, Connie Kumor, AIA, at connie@gba-architects.com. The deadline for questions is 5:00 pm local time on **Monday, August 8th**.

The Caroline County Public Library reserves the right, without qualification, to reject or accept any or all bids, or any portions thereof, when in their reasoned judgment indicates that the public will be better served thereby.

INSTRUCTIONS TO BIDDERS

1. **THE PROJECT:**

The Caroline County Public Library is accepting sealed bids to obtain professional services from Qualified Building Contractors to perform renovations and alterations to the Central Library building.
2. **SECURING DOCUMENTS**

Bid Documents will be available starting at 10:00am local time on July 8th in electronic, PDF, digital copies only. Bid Documents may be obtained by bidders from Gant Brunnett Architects, Inc. by submitting a request through email to connie@gba-architects.com.
3. **BID FORMS**

In order to receive consideration, make bids in strict accordance with the following:

 - A. Use the forms provided, sign them properly, and fill out all items. Do not add words to the bid form. Unauthorized conditions, limitations, or provisions attached to the bid will be cause for rejection.
 - B. Bids (one original hard copy) shall be submitted to Caroline County Public Library, 100 Market Street, Denton, MD 21629. **BIDS WILL NOT BE RECEIVED AT ANY OTHER LOCATION. Bids must be received by no later than 3:00 PM local time, on August 22nd.**
 - C. The award procedure involves two stages of review. The first review will evaluate the qualifications of the Bidder, and the second will evaluate the price submitted by the bidder. The bid submitted by the Bidder shall be packaged in two separate sealed envelopes. One envelope shall be clearly labeled "TECHNICAL PROPOSAL", and the other labeled "PRICE PROPOSAL" Both envelopes shall also be labeled with the Bidder's name and address, and with the words "CAROLINE COUNTY CENTRAL LIBRARY RENOVATIONS AND ALTERATIONS". Rubber band the two envelopes together. It is the sole responsibility of bidders to ensure their bids are received on time. **Refer to the "Proposal Submission and Evaluation section 00 21 15" for additional bid submittal requirements and procedures.**
4. **WAGE RATES**

This is a state-funded construction project covered by the State of Maryland Prevailing Wage Law. Bidders shall comply with the terms set forth by the Maryland Department of Labor for Prevailing Wage Rates. Bidders should refer to the Maryland Department of Labor's website for additional information regarding current prevailing wage rates and compliance requirements.
5. **BID SECURITY**

All bids shall be accompanied by a Bid Security in the form of a certified check, or bid bond, made payable to the Caroline County Public Library, for the penal sum of not less than five (5) percent of the total bid amount submitted by the Bidder on the standard bidding form. Bid Security will be returned to all bidders upon completion of the Contract Award process, except for the successful bidder. Non-Performance or failure to sign the contract within ten (10) working days after award, or withdrawal of a bid offer prior to award, shall result in forfeiture of the Bid Security. Any Bid Security and related forms required must be executed and attached to the bid submittal. Include the executed bond in the PRICE PROPOSAL sealed envelope.

6. EXAMINATION OF DOCUMENTS AND SITE OF WORK

Before submitting a bid, each bidder shall examine the Drawings carefully, read the Specifications and all other proposed Contract Documents, and visit the site of the Work. Prior to the bidding, each bidder shall fully inform himself or herself of existing conditions and limitations under which Work is to be performed and shall include in the bid a sum to cover the cost of items necessary to perform the Work as set forth in the proposed Contract Documents. No allowances will be made to a bidder because of lack of such examination or knowledge. The submission of a bid shall signify that the Bidder has made such examination.

7. ADDENDA AND MODIFICATIONS TO THE BID DOCUMENTS

Changes to bid documents shall be made only in writing by the Caroline County Public Library, and copies will be emailed to all known prospective bidders. The Caroline County Library assumes no responsibility for verbal instructions or interpretations. The bid documents contain the provisions required for the contract. Information obtained from an officer, agent, or employee of the Library or any other person shall not affect the risks or obligations assumed by the bidders or relieve him of fulfilling any of the conditions of the contract.

No Addenda will be issued later than five (5) days prior to the date for receipt of bid, except an Addendum withdrawing the request for bids or one which includes postponement of the date for receipts of bids.

8. INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING

If any entity contemplating submitting a bid for the Work of this Contract are in doubt as to the true meaning of any part of the proposed Bid Documents, they may address their questions to the Architect, Gant Brunnett Architects, Inc., via e-mail to connie@gba-architects.com.

The deadline for submission of questions during the bid period is 5:00 PM local time on August 8th.

9. SUBSTITUTIONS

The material, products, and equipment described in the bidding documents established a standard of required function, dimension, appearance, and equality to be met by any proposed substitution. No substitutions will be considered prior to receipt of the bids unless a written request for approval has been received at least ten (10) days prior to the receipt of bids. Each such request shall include the name of material or equipment for which it is to be substituted along with a complete description of the proposed substitute including drawings, cuts, performance, test data, and any other information necessary for evaluation.

10. WITHDRAWAL OF BIDS

- A. Bidders may withdraw their bids, either personally or in writing, at any time prior to the scheduled time for opening bids.
- B. Bidders may not withdraw their bid for a period of sixty (60) calendar days after the date set for opening thereof, and bids shall be subject to acceptance by the Caroline County Public Library during this period.

11. AWARD

The Contract, if awarded, will be awarded to the responsible bidder who has proposed the best offer as determined by the Owner, at the sole discretion of the Owner, and subject to the Owner's right to reject any or all bids, to waive informality and irregularity in the bids and in the bidding, and to negotiate with any of the bidders.

THE COUNTY LIBRARY SYSTEM IS NOT OBLIGATED TO ACCEPT ANY BID NOT IN CONFORMANCE WITH BID SPECIFICATIONS AND MAY REJECT SUCH BIDS WITHOUT

COMMENT OR REVIEW, BIDDERS TAKING SUCH EXCEPTIONS DO SO AT THEIR OWN RISK.

12. LOCAL BIDDERS' PREFERENCE

One of the County goals is to keep Caroline County tax dollars in Caroline County, while ensuring that we secure the best possible value for our taxpayers. When we receive comparable bids, we may give preference to local firms.

The Caroline County Public Library reserves the right to show preference to local bidders to the purchase or lease of goods, services, and construction. The amount of preference shall not exceed five (5) percent in purchase up to or equaling \$100,000 and two and one half (2.5) percent in purchases greater than \$100,000. Any In-County Bidder in default on payment of any County or State tax shall not be eligible to receive preference until all taxes are paid.

13. EXECUTION OF AGREEMENT

A. The Form of Agreement the successful bidder will be required to execute is AIA Document A101 Standard Form of Agreement Between Owner and Contractor, as amended.

B. The bidder to whom the Contract is awarded shall, within ten (10) calendar days after notice of award and receipt of Agreement forms from the Owner, sign and deliver required copies to the Caroline County Public Library.

C. At or prior to delivery of the signed Agreement, the bidder to whom the Contract is awarded shall deliver to the Caroline County Public Library those Certificates of Insurance the Contract Documents require.

D. Interpretations of or corrections to the Bid Documents will be made only by Addendum and will be e-mailed to each bidder of record. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

14. PERFORMANCE BOND

The successful bidder will be required to furnish a Performance and Payment Bond in the amount of one hundred percent (100%) of the bid price. The successful bidder shall be required to furnish the bond at the time of the execution of the contract. Attorney's in-fact who sign bid bonds or performance bids must provide with each bond, a certified and effective dated copy of their Power of Attorney. The bidder to whom the contract is awarded will be required to execute the contract and obtain the requisite bonds with ten (10) calendar days from the date when Notice to Award is delivered by the Library to the bidder.

15. TIME OF COMPLETION

The Work of this Contract is to be substantially complete not more than three hundred (300) consecutive calendar days from the start date indicated in the Notice to Proceed that will be issued to the Contractor by the Caroline County Library System.

Liquidated damages in the amount of **One Thousand dollars (\$1,000.00)** will be assessed for each calendar day by which this completion date is exceeded.

16. WARRANTY

The selected vendor shall guarantee all work and materials, for a period of two years from the date of substantial completion. Should any problem determined to be caused by workmanship, the cost of resolution will be the sole responsibility of the Contractor.

17. NON-DISCRIMINATION

The County is an equal opportunity employer. The County complies with Title VI of the Civil

Rights Act of 1964, which provides that no person shall be denied on the grounds of race, color, or national origin, be excluded from, be denied the benefits of, or discriminated against under any program or activity receiving Federal financial assistance. Each bidder shall verify through execution of the bid form that they do not discriminate based on race, color, creed, religion, gender, age, lawful sexual orientation, material status, national origin, or any other basis generally prohibited by and federal, state, or local laws, rule, or regulation.

18. **CAROLINE COUNTY ETHICS ORDINANCE**

By submitting a bid in response hereto, the bidder acknowledges that it is familiar with the County's Code of Ethics, CPLL, Chapter 33, and certifies that it has no knowledge of any violation of that Chapter, that it has no knowledge of any conflict of interest which may exist or arise under Chapter 33 if the bidder is awarded a contract, and that it has not given any gift (as that term is defined in Chapter 33) to anyone who has or may participate in the awarding of this contract or the management or supervision thereof.

19. **CAROLINE COUNTY GOVERNMENT SUBSTANCE ABUSE POLICY**

On August 15, 1995, the County adopted the "Caroline County Government Substance Abuse Policy" designated Resolution #95-015 and recorded in the Clerk's Office at Caroline County in Liber 2, Pages 961,962,963. This policy MUST be strictly adhered to. Prospective bidders are cautioned to make themselves familiar with the policy.

Bidders must state on the "Standard Bid Form" whether you have a drug abuse program in effect.

20. **INSURANCE**

Prior to execution of this contract a "Certificate of Insurance" indicating it carries the specified insurances in the amount specified below. Coverages shall be maintained throughout the term of the contract.

Required Coverages:

- General Liability – Minimum \$1,000,000.
- Workers' Compensation Insurance as required as law.
- Comprehensive Liability Insurance with minimum limits of \$1,000,000 per person \$2,000,000 per occurrence. Policy shall include the broad form of Comprehensive General Liability Endorsement or its equivalent.

All required coverages shall include and specifically name the County as an additional insured and loss payee with respect to all operations under the contract.

The successful bidder shall furnish the County any up-to-date certificates of insurance stating the requirements listed above at contract implementation.

21. **IMMIGRATION LAW COMPLIANCE**

By submitting and signing a proposal, each bidder hereby certifies that it does not, and if awarded the contract, will not during the performance of the contract, employ illegal workers or otherwise.

22. **BID NOTICE DISCLAIMER**

The mailing of bid solicitations (notices) to incumbent and/or potential vendors of goods and services is a courtesy extended by the County, as well as a method for generating interest among vendors. For purposes of bidding opportunities, generally, interested vendors should rely on the public notices published in the newspapers, E-Maryland marketplace and of general circulation in Caroline County.

23. **FEDERAL TAXPAYER IDENTIFICATION CERTIFICATE (W-9)**
All first-time successful bidders doing business with Caroline County Public Library must complete the standard "Federal Taxpayer Identification Certificates W-9".
24. **INDEMNIFICATION**
The Contractor shall indemnify and hold harmless The Caroline County Public Library System, and its officials, employees and agents from and against any and all liabilities, judgements, settlements, losses, costs or charges (including attorney's fees) incurred by the County or any of its officials, employees or agents as a result of any claim, demand action or suit relating to any bodily injury (including death), loss or property damage caused by, or arising out of related to or associated with any act omission or default of the Contractor, its employees or subcontractors, in the performance of or in connection with, any work required contemplated or performed under the contract.

END OF SECTION

A. SELECTION PROCEDURE FOR GENERAL CONTRACTOR CONSTRUCTION SERVICES

This proposal shall consist of two parts:

- Part 1 – Pre-Qualification Technical Proposal
- Part 2 – Price Proposal Submission.

Each Part must be separately labeled. Both Part 1 Technical and Part 2 Price must be submitted together on the time and date specified.

The Pre-Qualification Phase is intended to be used by the Library as a means of classifying a group of General Contractors with a minimum required level of experience and capabilities as “Qualified Offerors” who will then have their price submissions opened.

The solicitation process consists of the following:

1. Expression of Interest:

Interested Offerors should submit an Expression of Interest e-mail to Gant Brunnett Architects addressed to connie@gba-architects.com. Expressions of Interest should be submitted no later than the Pre-bid Conference. Expressions of Interest are not a requirement; however, the information assists the Caroline County Public Library in managing the communications with interested parties.

2. Technical Proposal (Part 1):

All interested Offerors are required to submit a Technical Proposal. The Technical Proposal must be submitted by the due date stated in the Request for Proposal section 00 11 16. The Technical Proposals will be evaluated by a Qualifications Review Committee (QRC) that will be organized by the Caroline County Public Library.

The Caroline County Public Library reserves the right to visit the Offeror’s place of business during the Technical Proposal Phase, if such a visit is deemed necessary by the QRC to evaluate the Offerors’ capabilities as stated in its proposal.

Firms receiving less than 80 points will not be eligible for award of the contract.

3. Price Proposal (Part 2):

Price Proposals/Bids are due at the same time as the Technical Proposal submission, as a separate document from the Technical Proposal.

Only the Offerors with a score of 80 points or higher shall have their Price Proposals/Bids opened.

The most valued responsive, responsible price proposal/bid shall be deemed as the apparent bidder.

4. Review Phase:

The apparent most valued competitive bidder will participate in a meeting with the Library to discuss the scope of work and provide verification of the submitted Price Proposal/Bid to determine if the Scope of Work was understood and all required work was included and accounted for in the Price Proposal/Bid.

If it is determined by the Price Proposal Evaluating Committee the Scope of Work was not understood and/or all work was not included in the Price Proposal/Bid, the Price Proposal/Bid

may be determined as non-responsive and rejected and the second apparent most valued competitive bidder may be awarded the bid.

5. Award Phase:

The Library will perform all required due diligence and prepare the Contract for signature by the Contractor.

B. PART 1 --- TECHNICAL PROPOSAL SUBMISSION

The Technical Proposal shall be submitted to Caroline County Public Library, 100 Market Street, Denton, MD 21629, by the date and time noted on the Solicitation Schedule, to be considered.

The following information shall be clearly written on the outside of the sealed envelope and on the first page or cover:

1. The full address to which the Proposal is being delivered
2. The Offerors' Name and Address
3. The words, "TECHNICAL PROPOSAL"
4. The words, "CAROLINE COUNTY PUBLIC LIBRARY CENTRAL LIBRARY RENOVATIONS"

Technical Proposal Format

Failure to include any of the items listed below may result in a determination by the Caroline County Public Library that the Offeror is not reasonably susceptible of being selected for award.

Compile the Technical Proposal in the order shown below:

Tab 1: Transmittal cover letter with contact information

Tab 2: Company Profile
Project Organization Chart Key Personnel Resumes
Company History of Similar Library Renovation Projects with reference contact information.

Tab 3: Maryland Contractor's License
Bonding capabilities
Insurance Certificate

Technical Evaluation Criteria

A Qualifications Review Committee (QRC) will be organized by the Caroline County Public Library. The QRC will conduct an evaluation of Technical Proposals. The evaluation will include verification of references and will be scored by the following criteria:

- | | |
|--|--------------|
| 1. License, Insurance and Bonding | Prerequisite |
| 2. Company profile and management | 20% |
| 3. Key Personnel experience | 20% |
| 4. References | 20% |
| 5. Company history of similar library renovation | 40% |

Offeror must achieve a required minimum score of 80 out of 100 points.

The Committee will be looking for clarity and insight from the Offeror in terms of their approach to staging, phasing, constructing, and scheduling. Likewise, an understanding of the challenges presented by this project is extremely important; that is, the importance of meeting the schedule

for specific milestones, handling of site logistics while work is occurring on the building at the same time and in an occupied building. The scoring will be consistent with their level of applicable experience as demonstrated by the Offeror's past projects and their relation to this scope of work.

Offerors must employ and have available appropriately qualified and experienced personnel (Project Manager, Superintendent, Scheduler, Safety Manager, etc.) as needed to provide required management services to deliver the Scope of Work.

The Committee will score each Offeror on the individuals actually assigned to the Project. The designated Project Manager, Quality Assurance Officer, Superintendent, and others that will be working full-time on this project must have significant experience on projects of similar size and scope. Each Offeror should clearly define their teams and provide resumes of all management personnel who will be associated with the project.

Offerors are strongly encouraged to provide as much detailed information in the project descriptions as possible. All scoring will be based solely on the information provided.

Especially important is the contact information for the references provided. Offerors must ensure that contact information for each project is accurate with addresses, email, and telephone numbers.

Extremely Important: If the references or points of contact or the alternates cannot be reached or refuse to confirm the information provided, that particular project will not be considered or scored.

The Committee may contact some or all the references listed by the Offeror. The Committee reserves the right to contact other references as it deems necessary.

Reference points of contact will be questioned about such items as the Offeror's overall performance, organization, cooperation, submission of baseless or inflated claims, management of subcontractors and suppliers, failure to pay any debts as they came due, ability to plan and accomplish work in accordance with project schedules, and quality and organization of personnel.

Examples of unsatisfactory reports from points of contact, or other references, include untimely performance, defective work, excessive baseless change order requests, poor coordination of submittals, submission of unreasonable claims, and inappropriate project staffing. While the Offeror may submit letters of reference, information from any source may be considered by the QRC in over-all scoring.

Any statements made by an Offeror that responds to the above requirements, and are subsequently discovered to be false or misleading, will be grounds for disqualification of that Offeror. The Caroline County Public Library shall be the final judge of an Offeror's qualifications and of the quality or merit of an Offerors Technical Proposal.

C. PART 2—PRICE PROPOSAL

Once the Committee has completed its technical proposal evaluation, the Offerors whose submissions attain a score of eighty (80) points or higher on the Technical Proposals will be considered acceptable and their Sealed Bid opened. Offerors will be notified by the Procurement Officer of their successful or unsuccessful qualification/ bid.

Price Proposal Submittal

Only Offerors with Technical Proposals scores above 80 points shall have their price proposal opened. Submit sealed envelope with the following information on the outside face of the envelope:

The full address to which the Proposal is being delivered
The Offerors' Name and Address
The words, "PRICE PROPOSAL"
The words, "CAROLINE COUNTY PUBLIC LIBRARY CENTRAL LIBRARY
RENOVATIONS"

The price proposal shall be submitted as a single bound document organized in the following manner:

1. Transmittal Letter with point of contact information:
2. Bid Form with acknowledgment of addenda
3. Comprehensive Signature document
4. Bid Proposal Affidavit
5. W-9 Federal Taxpayer Form
6. Subcontractor listing of the major sub-contractors that will be involved
7. Bid Security or Bid Bond

FUNDING: This project is funded through a state grant. The awardee may be required to submit multiple invoices, etc. Further in-depth conversation will be held with the awardee once the project is awarded.

PREVAILING WAGE: This project is funded with state grant monies; therefore, this project is subject to Maryland's Prevailing Wage Law.

END OF SECTION

A-1
CAROLINE COUNTY PUBLIC LIBRARY
CENTRAL LIBRARY RENOVATIONS
BID FORM

Caroline County Public Library
100 Market Street
Denton, MD 21629
410-479-1343

PROJECT TITLE: **CENTRAL LIBRARY RENOVATIONS**

1. Proposal of _____
(Enter Company Name)
hereinafter called "BIDDER", organized and existing under the laws of the State of _____,
(Enter State), doing business as _____.

BIDDER hereby submits proposal for the above titled project. Having carefully examined the qualifications and site information for the named project and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby agrees to furnish all labor, material, equipment and services that are necessary and incidentally required for the complete execution of work in strict accordance with the Contract Documents. BIDDER also understands that the right to delete any portion of the specification herein described is that of the Caroline County Public Library, and BIDDER shall perform all other items of the contract accordingly.

BIDDER, having visited the site and examined the conditions affecting the Work, hereby proposes and agrees to complete the Work as required by said proposed Contract Documents, for the stipulated, lump sum of

(written in words)

_____ DOLLARS

(\$ _____)
(figures)

BID MUST BE WRITTEN AND SHOWN IN NUMBERS, IN CASE OF DISCREPANCY THE WRITTEN AMOUNT WILL SUPERSEDE.

2. The undersigned understands and agrees to comply with and be bound by the Instructions To Bidders issued for this Work.
3. The undersigned acknowledges receipt of Addenda numbers _____ through _____ and this Bid reflects the modifications therein.

BIDDER:

(Print Name of Company Officer)

by _____
(Signature of Company Officer) (Title)

**RFP CAROLINE COUNTY PUBLIC LIBRARY
CENTRAL LIBRARY RENOVATIONS**

COMPREHENSIVE SIGNATURE PAGE 1 OF 2

THE BIDDER IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE BID TO BE ACCEPTED. BY SIGNING, THE BIDDER CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THESE SPECIFICATIONS.

FURTHER, I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT (PARAGRAPHS A-J) ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

This bid form shall be filled out legibly in ink or typed. The bid, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the County, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the County is advised in writing to the contrary. In any case where a bid is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

IF AN INDIVIDUAL:

NAME: _____

_____ Street and/or P.O. Box

_____ City State Zip Code Fed ID or SSN

_____ (SEAL)

Signature Date

_____ Print Signature

WITNESS: _____

Signature

_____ Print Signature

COMPREHENSIVE SIGNATURE PAGE 2 OF 2

IF A PARTNERSHIP:

NAME OF PARTNERSHIP: _____

Street and/or P.O. Box

City State Zip Code Fed ID or SSN

BY: _____ (SEAL) _____

Signature Date

Print Signature

TITLE: _____ WITNESS: _____

Signature

Print Signature

IF A CORPORATION:

NAME OF CORPORATION: _____

Street and/or P.O. Box

City State Zip Code Fed ID or SSN

STATE OF INCORPORATION: _____

BY: _____ (SEAL) _____

Signature

Date

Print Signature

TITLE: _____ WITNESS: _____

Secretary's Signature

Print Signature

All bidders shall complete and submit with their bid the Bid/Proposal Affidavit below.

A-3
BID/PROPOSAL AFFIDAVIT

RFP CAROLINE COUNTY PUBLIC LIBRARY
CENTRAL LIBRARY RENOVATIONS

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, _____, am the (Title) _____ and
the duly authorized representative of the firm of (Name of Bidder) _____
_____,
whose address is _____,
and that I possess the legal authority to make this affidavit on behalf of myself and the
the firm for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

(Conduct prior to July 1, 1977 is not required to be reported).

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
 - (a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of the Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
 - (d) §7206, Fraud and False Statements, or

(e) §7207 Fraudulent Returns, Statements, or Other Documents;

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

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

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

(a) A court:

- (i) Made the finding; and
- (ii) Decision became final; or

(b) The finding was:

- (i) Made in a contested case under the Maryland Administrative Procedure Act; and
- (ii) Not overturned on judicial review;

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

(a) A court:

- (i) Made the finding; and
- (ii) Decision became final; or

(b) The finding was:

- (i) Made in a contested case under the Maryland Administrative Procedure Act; and
- (ii) Not overturned on judicial review;

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

(a) A court:

- (i) Made the finding; and
- (ii) Decision became final; or

(b) The finding was:

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

and

- (ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1) — (14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

H. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

I. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

J. ACKNOWLEDGEMENT

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

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

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

A-4
CAROLINE COUNTY PUBLIC LIBRARY
CENTRAL LIBRARY RENOVATIONS

SUBCONTRACTOR LISTING

The following subcontractor(s) will be employed under this contract:

	TYPE OF WORK	NAME, ADDRESS, PHONE #	% WORK
1.	_____	_____	_____
	_____	_____	_____
2.	_____	_____	_____
	_____	_____	_____
3.	_____	_____	_____
	_____	_____	_____
4.	_____	_____	_____
	_____	_____	_____
5.	_____	_____	_____
	_____	_____	_____
6.	_____	_____	_____
	_____	_____	_____
7.	_____	_____	_____
	_____	_____	_____
8.	_____	_____	_____
	_____	_____	_____

"TYPE OF WORK" not listed indicates that the contractor will perform the work with his/her own forces.