

**CAROLINE COUNTY HISTORICAL SOCIETY
INVITATION FOR BIDS (IFB)
WILLIAM STILL FAMILY INTERPRETATIVE CENTER
PHASE II: EXTERIOR, INTERIOR, AND ADA RAMP
IFB NUMBER SB 1203**

ISSUE DATE: JULY 13, 2020

NOTICE

**MINORITY AND DISADVANTAGED BUSINESS ENTERPRISES
ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION.**

Failure to complete and include the Addendum Receipt Verification Form may cause the bid to be irregular.

A "Pre-Bidding Session" for the purpose of answering or obtaining answers to questions of parties interested in constructing the work relative to Right-of-Way, Utilities, Design, and Construction Details will be conducted at **5:00 p.m., Tuesday, August 4, 2020 at the Wm. Still Dwelling located in the Caroline County 4-H Park, 8230 Detour Rd Denton, MD21629.** While attendance at the Pre-Bid conference is not mandatory, this is the offeror's opportunity to raise questions and/or issues of concern regarding the project.

CAROLINE COUNTY HISTORICAL SOCIETY

Key Information Summary Sheet

Invitation for Bids	William Still Family Interpretive Center PHASE II Exterior, Interior and ADA Ramp
Solicitation Number:	SB1203
IFB Issue Date:	July 13, 2020
IFB Issuing Office:	Caroline County Historical Society
Procurement Officer: e-mail: Office Phone:	Kathy Mackel kathymackl@aol.com 804-337-3379
Proposals are to be sent to:	Caroline County Historical Society 12 N Second Street Denton, MD 21629
Pre-Proposal Conference:	Tuesday, August 4, 2020, 4-H Park 8230 Detour Rd, Denton, MD 21629, at 5:00 p.m.
Site Visit	SAME AS ABOVE IN THE PRE-PROPSAL CONFERENCE
Questions Due Date and Time	June 5, 2020 5:00 p.m.
Proposal Due (Closing) Date and Time:	August 14, 2020 6:00 p.m.
Contract Type:	Firm fixed price
Contract Duration:	15 December 2020
Primary Place of Performance:	William Still Dwelling Caroline County 4-H Park 8230 Detour Rd Denton, MD 21629
Federal Funding:	Yes

TABLE OF CONTENTS - IFB

Key Information Summary Sheet	ii
Minimum Qualifications	1
Contractor Requirements: Scope of Work.....	1
Summary Statement	1
Project Goals.....	1
Site Description.....	1
Responsibilities and Tasks.....	1
Project Timeline.....	5
Contractor Requirements: General	6
Contract Initiation Requirements	6
Invoicing.....	6
Insurance Requirements	6
Problem Escalation Procedure	7
Substitution of Personnel.....	8
Procurement Instructions	8
Pre-Proposal Conference and Site Visit(s)	8
Questions	8
Procurement Method.....	8
Bid Due (Closing) Date and Time	9
Bids are due at the date and time identified on the Key Information Summary Sheet.....	9
Public Information Act Notice.....	9
Award Basis.....	9
Duration of Bid	9
Revisions to the IFB.....	9
Cancellations.....	10
Incurred Expenses	10
Protest/Disputes	10
Offeror Responsibilities	10

Acceptance of Terms and Conditions	11
Relationship of the Parties.....	11
Proposal Affidavit.....	11
Contract Affidavit	11
Compliance with Laws/Arrearages	11
False Statements.....	11
Prompt Payment Policy	12
Electronic Procurements Authorized.....	13
DBE Participation Goal.....	14
Living Wage Requirements	14
Federal Funding Acknowledgement	14
Conflict of Interest Affidavit and Disclosure.....	14
Mercury and Products That Contain Mercury	14
Bid Submission Format and Method	15

Minimum Qualifications

Contractor must be properly licensed in accordance with federal regulations and the laws of the State of Maryland to perform the scope of services described herein, and selected contractor shall submit a copy of all required licenses and certification prior to contract award. Contractor shall maintain required licenses and certifications in good standing for the duration of the contract. The bid submission will include the bid submittal form, proof of insurance, proof of licenses/certifications and Federal Form 1273.

Inclusive Costs: Proposal rates and costs shall include the cost of employer payments to or on behalf of employees. Proposals submitted in response to the RFP without evidence/proof of current required licenses and certifications shall be declared non-responsive and ineligible for further consideration.

Any additional work or change orders require prior written approval by the Society and MDOT SHA. All work performed and completed under the resulting agreement is subject to the acceptance of the Society and MDOT SHA.

Failure to take corrective action within 24 hours after personal or telephonic notice by the Society's representative on items affecting essential use of the facility, safety or the preservation of property, will result in the Society taking whatever corrective action it deems necessary. All costs resulting from such action by the Society will be claimed against Contractor.

If a contract is awarded as a result of this Request for Proposal, the selected Contractor must at all times when work is being done on site, keep a copy of the scope of work, plans, and specifications on site.

Contractor Requirements: Scope of Work

Summary Statement

The Caroline County Historical Society has received grants to enhance interpretation of the William Still family history on the Harriet Tubman Underground Railroad Byway located at the County 4-H Park, located on Detour Road and is soliciting competitive bids from qualified contractors for the final Phase to Paint Exterior and Restoration of the Interior and Construction of an ADA Ramp.

Project Goals and Site Description

This project restores, protects, interprets and opens to the public, an African-American site described by the National Park Service as "part of the best preserved landscapes & sites on the Harriet Tubman Underground Railroad (UGRR) Byway". We will utilize an c.1829 era dwelling on the original plantation that enslaved William Still's family to interpret the history & literary contributions of the William Still family and educate visitors about the greatest recorder of slave narratives in our history.

No site is more intimately connected to the overall saga of the Still family than the tract of land in Caroline County which will utilize the (circa 1829) Doncaster Dwelling, a cottage which is very similar to what could have been an enslaved persons home. Because this cottage closely resembles a published description by Peter Still to author Kate Pickard (*The Kidnapped and the Ransomed*), of the Still home in Caroline County in the early 1800's; we feel interpretation in this cottage on the original Plantation land will connect the visitor emotionally to one of the most significant escape stories of the Still family. Imagine Sydney Still having to choose which 2 of her 4 children she will take with her as she escapes north for a second time. She chooses the little girls leaving Peter age 6 and Levin age 8 behind to suffer the consequences for the rest of their lives.

Every effort will be made to restore the building and to keep as much of the original fabric as possible. Some elements, by necessity, will have to be new.

Responsibilities and Tasks

If the Contractor discovers any discrepancies in these specifications, supporting materials, or reference documents, they should be brought to the Organization's attention immediately. Such discrepancies do not relieve the Contractor from their responsibility to complete the work to the agreed terms.

The selected contractor has two weeks to submit a staffing plan, equipment plan and timetable after the execution of a contract and notice to proceed.

This section
intentionally left
blank.

EXTERIOR

PAINT EXTERIOR

1. All surfaces which are scheduled to be painted shall receive three (3) coats on all surfaces (one prime coat and two finish coats). Note: Color of dwelling is white.
2. Caulk and Seal around windows and fireplace.
3. Working Shutters are to be crafted per the architectural instructions and then painted black and installed.
4. Install historic Exterior door latches from list provided by architect.
5. Install electric outlets in both front and back of dwelling.
6. Install Security lighting on front and rear of dwelling.

INTERIOR

FIRST FLOOR

A. STAIRS:

1. Remove existing stair and replace with new solid wood (yellow pine) construction.
2. Risers shall be painted pine. Treads shall be stained oak.
3. Install insulation in exterior wall of the stair both above and below.
4. Sheetrock, skim coat and paint the stairwell.
5. Beneath stair is a small door that needs to be replicated similar to the stair door. Refer to dimensions on drawing. Hang it on small cast iron hinges. The interior of closet shall be finished the same as above the stair, with insulation and sheetrock. Use same details for new door.
6. Main stair door: Remove the door along with the board on which the door is hanging. Fabricate a new board, making sure the side opposite the post is now perfectly aligned and the outer edge of the board is the same angle as the house framing.
7. Install new historic hinges on door
8. At top of stairs, fabricate a way to prevent visitors to walk upstairs, by a grate or a locking wood frame. Architect has provided drawing.

B. PLEXIGLAS DOOR

1. Frame and install a Plexiglas "window into the past" between exterior historic and interpretive rooms door so that the interior door may close if needed.

C. FLOORS

1. Pull up/remove all flooring, (save the good pieces in case they are needed upstairs); replace with tongue & groove heart pine 6"-8" width that are laid in the same direction as the original flooring. Sand flooring to a uniform thickness. Floors are to remain unfinished.

D. CEILING DOWNSTAIRS

1. Remove nails from ceiling beams, sand and lightly paint exposed ceiling to look like whitewash.

E. WALLS DOWNSTAIRS

1. Remove any old electrical wiring.
2. Install electrical wiring where directed by architect.
3. Install electric for ceiling track lighting in both Room "a" and "b". Refer to architect's plan.
4. Remove all existing interior wallboard in Room "a" being careful to remove without harming them (they are very brittle) and save for re-use in Room "b".
5. Install 3 ½" fiberglass insulation.
6. Where walls meet ceiling: Install insulation between the ends of the joists prior to installing 1x8 boards to the wall plate and between the joists on the underside of the 2nd floor flooring.
7. Sheetrock entire downstairs: on "historic" side "a" – veneer/skim plaster on walls to look like old plastered walls.
8. Refer to drawings for areas of new veneer plaster.
9. All plaster walls and ceilings in Room "a" and Room "b" shall match in finish and texture.
10. ADJUST Room partition/center doorway between the rooms, needs to be ADA compliant in width (36") and height (6'8")
11. Room partition/center has a wood wainscot with exposed framing to remain. A wood top needs to cover the opening. No insulation needed between boards.
12. Room "b" has wood wainscot which remains. Replace the bad wainscot with the good saved from Room "a". Before applying a cap, install blown Styrofoam insulation (or comparable) behind the wainscot, (between it and the outer wall). It is to be terminated even with the top of the wainscot and from there 3 ½" fiberglass insulation is to be attached to the studs and up to the ceiling or wall plate, depending upon the height of each.
13. The cap of the wainscot should be installed after the lower wainscot insulation, but before the upper insulation is installed.
14. Sheetrock above the wainscot in Room "b" with ½" sheetrock from the wainscot molding to the bottom of the boards between the joists on the front and back walls. On the gable wall the sheetrock will be carried up as far as possible as there are no joists to interfere with the sheetrock.
15. Plaster over brick front fireplace making the area visible where the wood beam is for hanging items over fireplace. Refer to the architect's plan.

F. PAINTING

1. All surfaces which are scheduled to be painted shall receive three (3) coats on all surfaces (one prime coat and two finish coats).
2. All interior wood trim shall be primed and painted in semi-gloss enamel paint.
3. Paint colors and trim color will be provided by the Society.

UPSTAIRS

A. ATTIC

1. Install electric outlet at each end of the room
2. Install light switch and install an overhead light
3. Roof insulation – provide 3 ½” fiberglass insulation to be applied between rafters with paper side facing downward. It will extend from the ceiling down to the floor. Both gable walls will also have the same insulation stilled between the studs of the walls with paper facing toward the room, from the ceiling to the floor.
4. Flooring: the floors are one inch thick yellow pine boards that are butted together. Repair deteriorated areas (remove & replace with boards of same material and length. Note: they are to be face nailed with cut nails. There are some knee wall studs resting on the deteriorated flooring which must be removed and replaced in the same location.

CONSTRUCTION

A. ADA HANDICAP RAMP AND STEPS ON REAR OF DWELLING

See details and specs on architectural drawings supplied by Barton Ross architect.

Note: Install steps at back door that connect to the ADA platform.

Equipment

Project Timeline

The Contractor shall submit a project timeline as part of their bid submission. If accepted, the Contractor will be expected to follow this timeline. However, should there be delays incurred by any act, fault, or neglect of the Organization or by any damage cause by fire, flood or other event over which the Contractor has no control, the time to complete the work may be amended by mutual agreement of both parties.

Contractor Requirements: General

Contract Initiation Requirements

Within 15 Business Days of NTP Date, the Contractor shall provide an updated Project Schedule showing proposed construction start date and timeline to complete scope.

On the construction start date, the Contractor shall schedule a kickoff meeting to address final project details. Required invitees to kickoff meeting include Contract Monitor, local facility staff, any permit holders (e.g. Maryland Department of the Environment), MDOT SHA Scenic Byway Program Manager, and any other third parties critical to the successful completion of the scope.

Invoicing

The Contractor hereby agrees to undertake the project for the fee and/or the unit prices set forth in their bid and any additional sums added by approved change order. Payment shall be in proportion to the services performed.

Contractor shall, at the end of each month, submit on its standard form an invoice for its services rendered. The invoices shall indicate the percentage completion of each of the major tasks, and the total amount due for the billing period.

Contractor will submit the invoice directly to the Project Manager. This invoice will be reviewed and verified for work accomplished by both the Project Manager and the MDOT SHA Scenic Byway Program Manager.

In event of dispute or defective work, the Organization reserves the right to withhold payment until such time as the dispute is resolved, the defective work corrected, or settlement is achieved through other means. Any such withholding shall not excuse Contractor from proceeding diligently with the performance of services under the Contract Documents.

Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

Insurance Requirements

The CONTRACTOR shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the CONTRACTOR'S execution of the WORK, whether such execution be by the CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

- Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;
- Claims for damages insured by usual personal injury liability coverage which are sustained
 1. by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or
 2. by any other person; and
- Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.
- Certificates of Insurance acceptable to the Society shall be filed with the Society project manager before the WORK is scheduled to begin
- The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, liability insurance as hereinafter specified.
- CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting the CONTRACTOR from all claims for personal injury, including death, and all claims for distribution of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by the CONTRACTOR or by any- SUBCONTRACTOR employed by the CONTRACTOR or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR employed by the CONTRACTOR. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in any one accident.

Problem Escalation Procedure

A claim is a demand or assertion by Contractor seeking adjustment or interpretation of the terms of this Agreement, payment of money, extension of time or other relief with respect to the terms of this Agreement. Claims must be made by written notice and shall be made by Contractor promptly after the occurrence of the event giving rise to the claim, but in no event later than 21 days after such occurrence or within 21 days after Contractor first recognizes the condition giving rise to the claim, whichever is later. Supporting data shall be provided with the notice of a claim. Contractor shall certify that the claim is made in good faith, that the supporting data is accurate and complete to the best of its knowledge and belief, and that the amount requested accurately reflects the contract adjustment for which Contractor believes the Organization is liable. All provisions of this paragraph are conditions precedent to any claim and all provisions must be satisfied otherwise the claim shall not be valid. Any additional claim made after the initial claim has been implemented by change order or amendment to this Agreement shall not be considered. No claim by Contractor shall be allowed if demanded or asserted after final payment under this Agreement.

Pending final resolution of the Claim, including litigation, unless otherwise agreed in writing, Contractor shall proceed diligently with the performance of its services under this Agreement and the Sponsor's identification referenced above shall continue to make payments in accordance with the terms of this Agreement.

Any failure of the Contractor to give any notice, to provide supporting data or claim certification, or to file any appeal within the times set forth in this Agreement, shall forever bar and waive the claim regardless of whether the Organization incurred or demonstrates any prejudice resulting from the Contractor's failure to meet the time limits set forth in this Agreement.

Substitution of Personnel

All key Personnel listed in response to the IFB shall not be changed, except with prior written approval of the Organization. Contractor must submit to the Project Manager a list of all proposed additional Personnel and may not retain any without the prior written approval of the Organization. All personnel shall be and remain satisfactory to the Organization and shall not be changed without prior written consent of the Organization unless personnel cease to be in Contractor's employ in which case substitutes must be provided and must be acceptable to the Sponsor's identification referenced above.

Contractor represents that all necessary personnel required to perform the services under this Agreement are not employees of and do not have any contractual relationship with agencies providing funds for the project.

Procurement Instructions

Pre-Proposal Conference and Site Visit(s)

Contractor's attendance is not required, but is strongly encouraged. A pre-Proposal conference and site visit will be held at the date, time, and location indicated on the Key Information Summary Sheet. Following the Conference, the attendance record and summary of the Conference will be distributed via the same mechanism described for questions.

Questions

Questions concerning this IFB must be directed to the procurement officer identified on the Key Information Summary Sheet by the date and time identified on the Key Information Summary Sheet. Answers to any submitted questions that are not clearly specific only to the requestor will be distributed via email and posted on Organization's website.

Procurement Method

A Contract will be awarded in accordance with the Competitive Sealed Bidding method under COMAR 21.05.02.

Bid Due (Closing) Date and Time

Bids are due at the date and time identified on the Key Information Summary Sheet.

Public Information Act Notice

The Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4 (See also IFB Section 5.3.2.B "Claim of Confidentiality"). This information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

Award Basis

A Contract shall be awarded to the lowest responsive and responsible qualified bidder.

Duration of Bid

Bids submitted in response to this IFB are irrevocable for 120 days following the Bid due date and time.

Revisions to the IFB

If the IFB is revised before the due date for Proposals, the Organization shall post any addenda to the IFB on the website and shall endeavor to provide such addenda to all prospective Offerors that were sent this IFB or are otherwise known by the Procurement Officer to have obtained this IFB. It remains the responsibility of all prospective Offerors to check the website for any addenda issued prior to the submission of Bids.

Acknowledgment of the receipt of all addenda to this IFB issued before the bid due date shall be included in the bid submission. Addenda made after the due date for bids will be sent only to those Offerors that remain under award consideration as of the issuance date of the addenda. Acknowledgement of the receipt of addenda to the IFB issued after the bid due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed non-responsive.

Cancellations

The Organization reserves the right to cancel this IFB, accept or reject any and all submissions, in whole or in part, received in response to this IFB, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the Organization.

The Organization reserves the right, in its sole discretion, to award a Contract based upon the written submissions received without discussions or negotiations.

Incurred Expenses

The Organization will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal, in making an oral presentation, providing a demonstration, or performing any other activities related to submitting a Proposal in response to this solicitation.

Protest/Disputes

Any protest or dispute related to this solicitation or the Contract award shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

Offeror Responsibilities

Offerors must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror shall be responsible for Contract performance including any subcontractor participation.

All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the established DBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) to this IFB.

If the Offeror is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.

A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the Organization determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the

performance of the Contract, and the value of the parent's participation as determined by the Organization.

Acceptance of Terms and Conditions

By submitting a bid in response to this IFB, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this IFB. No exceptions to this IFB will be accepted.

Relationship of the Parties

This project is offered and managed by the Organization and is being performed on land owned and operated by the Caroline County Historical Society. The funding for the project is through the Scenic Byway Program administered by the Maryland Department of Transportation State Highway Administration (MDOT SHA). The Organization is responsible for ensuring that the work completed is acceptable to both the Caroline County Historical Society and MDOT SHA. The project will be monitored and inspected by all parties, but all work will be directed by the Organization.

Proposal Affidavit

A bid package submitted by the Offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included with this IFB.

Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes. This Affidavit must be provided within five (5) Business Days of notification of recommended award.

Compliance with Laws/Arrearages

By submitting a response to this IFB, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and shall not become so in arrears during the term of the Contract if selected for Contract award.

False Statements

Offerors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

In connection with a procurement contract a person may not willfully:

Falsify, conceal, or suppress a material fact by any scheme or device.

Make a false or fraudulent statement or representation of a material fact.

Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

A person may not aid or conspire with another person to commit an act under **Section 4.22.1**.

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Pay Requirements" (see **Attachment M**), should an MBE goal apply to this IFB. Additional information is available on GOSBA's website at: <http://www.gomdsmbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

Electronic Procurements Authorized

Under COMAR 21.03.05, unless otherwise prohibited by law, the Organization may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.

Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract. In the case of electronic transactions authorized by this IFB, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.

“Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bsa/>), and electronic data interchange.

In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., IFB § 4.23 describing payments by Electronic Funds Transfer), the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:

A. The Procurement Officer may conduct the procurement using e-mail to issue:

- 1) The IFB;
- 2) Any amendments;
- 3) Pre-Proposal conference documents;
- 4) Questions and responses;
- 5) Communications regarding the solicitation to any Offeror or potential Offeror;
- 6) Notices of award selection or non-selection; and
- 7) The Procurement Officer’s decision on any protest.

B. The Offeror or potential Offeror may use e-mail to:

- 1) Ask questions regarding the solicitation;
- 2) Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by e-mail but only on the terms specifically approved and directed by the Procurement Officer and;
- 3) Submit a "No Proposal Response" to the IFB.

- C. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, utilizing e-mail or other electronic means if authorized by the Procurement Officer or Contract Monitor.

The following transactions related to this procurement and any Contract awarded pursuant to it are not authorized to be conducted by electronic means:

- A. Filing of protests;
- B. Filing of Contract claims;
- C. Submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications); or
- D. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

Any e-mail transmission is only authorized to the e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

DBE Participation Goal

There is no DBE goal for this procurement.

Living Wage Requirements

There is no living wage requirement for this procurement.

Federal Funding Acknowledgement

This Contract contains federal funds.

Conflict of Interest Affidavit and Disclosure

A Conflict of Interest Affidavit is not required pursuant to COMAR 21.05.08.08(F) for this procurement. An Offeror is required to disclose to the Procurement Officer any actual or potential conflict of interest as it arises, before or after award, in accordance with COMAR 21.05.08.08.

Mercury and Products That Contain Mercury

This solicitation does not include the procurement of products known to likely include mercury as a component.

Bid Submission Format and Method

Two Part Submission

Offerors shall submit procurement documents in separate sealed envelopes :

Envelope I –Qualifications

Envelope II – Bid

The attached Bid Submittal sheet and Proposal Form packet shall be filled out completely and submitted in a single package. Only qualified contractors will be eligible to bid. Bids received from non-qualified contractors will not be considered. All contractors must submit their qualifications along with their bid for the project. This will be a multi-step sealed bidding process. In the first phase, the qualification of bidders will be reviewed. In the second phase, those bidders who have been found to be qualified during the first phase will have their price bids considered.

Qualification Submission:

The following must be submitted in a separate sealed envelope:

The bid submission will include the bid submittal form, proof of insurance, proof of licenses/certifications and Federal Form 1273. Project Description and **reference contact information for not less than three (3) similar projects that include similar specifications to those outlined in this project.**

Bid Submission:

The Bid Submittal Form is used to calculate the Offeror's TOTAL Proposal PRICE. Follow these instructions carefully when completing your Bid Submittal Form:

- A. All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B. All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this IFB and may not be contingent on any other factor or condition in any manner.
- C. All calculations shall be rounded to the nearest cent, e.g., .344 shall be .34 and .345 shall be .35.
- D. Any goods or services required through this IFB and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E. Every blank in every Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Offeror prior to submission shall be initialed and dated.
- F. Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or

contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.

- G. It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03.F, and may cause the Proposal to be rejected.
- H. All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the IFB. The Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- I. Unless indicated elsewhere in the IFB, sample amounts used for calculations on the Financial Proposal Form are typically estimates for evaluation purposes only. Unless stated otherwise in the IFB, the Department does not guarantee a minimum or maximum number of units or usage in the performance of the Contract.
- J. Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

Financial Proposal Notes:

- **Enclose in separate sealed envelope!**
- Each Work Item is a fixed-cost bid. Estimated quantities are provided for reference. Unless otherwise stated in project specifications, price is for all labor, machinery, tools, equipment, materials, and supplies to complete the Work Item.
- Bidders are strongly encouraged to visit project site prior to bidding.
- Provide a price for each Work Item. The Department reserves the right to reject incomplete bid forms.
- The Department reserves the right to award a subset of Work Items.