HOWARD COMMUNITY COLLEGE
BOARD OF TRUSTEES
10901 LITTLE PATUXENT PARKWAY
COLUMBIA, MD 21044

INVITATION FOR BIDS (IFB)
East Garage Repairs
IFB NUMBER 27P-001

All sealed bids **MUST BE RECEIVED** via Equity Hub's Bid Locker at https://bidlocker.us/details/4687 by **11:00 a.m. local time on December 01, 2026.**

IMPORTANT: Your response may be considered Not Responsible or Non-Responsive if any portion of this inquiry is not complete. No bid will be accepted after the date and time stated above.

Drewry L. Brown Jr., Ph.D.
Director of Procurement

NOTICE: Prospective Bidders who have received this document from a source other than the Issuing Office should immediately go to the Howard Community College procurement website to ensure that they have received all addendums to the Invitation for Bids or other communications issued in relation to this IFB. A Prospective Bidder who fails to monitor the Howard Community College website assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

October 29, 2026

Howard Community College
IFB Number: 27P-001
IFB Title: East Garage Repairs
Opening Date: Nov. 03, 2026
Closing Date: Dec. 01, 2026

To All Prospective Bidders:

The Board of Trustees of Howard Community College invites bids from qualified vendors to provide bids for HCC's East Garage repairs as provided in the drawings and specifications documents.

Bids will be accepted via Bid Locker until **11:00 a.m. on December 01, 2026,** at which time and place the names of the firms submitting bids will be recorded. Late submittals will not be considered. It is the responsibility of each firm to ensure that their submittal is delivered to the proper place prior to the scheduled date and time.

Copies of the Invitation for Bids (IFB) may be obtained from the Howard Community College solicitation website at: www.howardcc.edu/procurement on the current solicitation page. Firms are encouraged to review that website frequently to learn of any changes that may be made in the IFB.

The Board of Trustees of Howard Community College reserves the right to reject any and all bids and to waive any formalities, informalities, or technicalities as it deems necessary, appropriate and in the College's best interest. Final award of the contract is subject to the availability of funding for this project.

Sincerely,

Drewry Brown Jr.
Drewry L. Brown Jr. Ph.D.
Director of Procurement

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KEY INFORMATION SUMMARY SHEET

Issuing Office:	Howard Community College
Invitation for Bids Title:	East Garage Repairs (EGR)
Invitation for Bids No:	27P-001
Procurement Officer: **Title:** **Phone:** **Email:**	Drewry l. Brown Director of Procurement 443-518-4668 dbrown6@howardcc.edu
Opening Date:	Tuesday, November 3, 2026
Pre-Bid Conference:	Monday, November 16, 2026, at 10:00 am EST in Hickory Ridge Bldg. / RM 320 **See Section 4.2 for more details.**
Questions Deadline:	Friday, November 20, 2026, at 12pm EST
Closing Date:	Tuesday, December 01, 2026, at 11 am EST
MBE Subcontracting Goal:	Twenty-nine percent not mandatory but strongly encouraged.
Contract Type:	Firm Fixed Price

1.1 OBJECTIVE

Howard Community College (HCC) seeks sealed, firm-fixed-price bids from qualified parking-structure restoration contractors to perform structural concrete repairs and preventative maintenance at the East Expansion Garage, 5640 Faculty Drive, Columbia, Maryland 21044, in strict accordance with the DESMAN Project Manual and Outline Specifications and drawings for Project 30-26107.01-2, 100% submission dated October 9, 2026.

1.2 SCOPE OF PROJECT

The project comprises garage-level garage concrete topping and precast double-tee flange repairs, shear connector restoration and carbon-fiber biscuit replacements where directed, crack and joint routing/sealing, perimeter cove joint sealant replacement, and all incidental traffic control, temporary support, protection, inspection coordination, cleaning, and restoration. The facility may remain operational during construction; the Contractor shall coordinate closures and safe access with HCC Facilities.

Specifications Drawings are attached.

- Attachment A: EPG Repairs_Desman_100% SPECS (Scope)
- Attachment B: EPG Repairs_Desman_100% Drawings (DWG)

SCOPE OF WORK

2.1 SCOPE OF WORK

In general, the work includes, but is not limited to, the following items:

- Full-depth cast-in-place concrete topping repairs, including saw cutting, demolition, exposed connection treatment, high-strength fast-setting concrete, and perimeter sealing (DESMAN 2/R-2).

- Full-depth precast double-tee flange repairs, including removal, reinforcement supplementation where needed, cleaning/coating of steel connections, concrete replacement, and perimeter sealing (1/R-2).

- Restore deterioration or failed shear connectors between adjacent precast double tees, including cleaning and coating exposed steel components (2/R-2).

- Install engineered carbon-fiber biscuit shear connector replacements where directed by the Engineer (3/R-3).

- Rout and seal garage-level slab cracks and construction joints; remove existing failed sealants, prepare joints, and install new sealant in accordance with 2/R-3.

- Remove and replace double-tee joint sealants and perimeter cove joint sealants, including backer rod and pocket sealant where applicable (2/R-3).

- Provide general conditions, mobilization, temporary shoring/bracing, safe pedestrian and vehicular routing, protection of utilities and occupied areas, drain cleaning, debris removal, and site restoration.

2.2 PROJECT CONDITIONS

- Field-verify quantities and existing conditions before bidding. Drawings depict approximate repair areas; Engineer-directed limits govern execution within authorized quantities.

- Maintain safe campus operations; submit phased closure and traffic-control plans for HCC approval, including pedestrian routes, accessible routes, emergency access, and signage.

- Provide temporary shoring, bracing, and structural stability measures designed as required by DESMAN notes and applicable codes; submit required shoring plans for Engineer review before affected work.

- Sound and delineate concrete repair areas; coordinate inspections of exposed steel, connectors, and reinforcement before concealment or placement.

- Follow DESMAN [Attachment A] Sections 02 41 00, 03 20 00, 03 25 19, 03 31 24.16, 05 50 00, and 07 92 00, including specified material properties, surface preparation, curing, and sealant installation.

- Protect vehicles, occupants, building systems, drains, lighting, fire protection, utilities, and adjacent landscaping; provide dust, water, noise, and debris controls.

- Obtain required permits, provide submittals and safety data sheets, coordinate inspection/testing, maintain daily housekeeping, and restore affected areas.

- Do not exceed estimated repair quantities or perform extra work without prior written authorization by HCC under the IFB change-order provisions.

- Provide construction schedule, crew/foreman details, staging plan, work duration in calendar days, and coordination with HCC Facilities and DESMAN.

2.2.a. REFERENCES

Applicable publications: Publications listed herein form a part of this Specification to the extent referenced and are indicated in the text by basic designation only. Applicable publications referenced shall be those that were issued and in use at the time of the Bid Submission.

2.2.b. EMERGENCY RESPONSE

1. The Contractor shall provide the HCC designated representative with after-hours (24-hour) emergency telephone numbers of the Contractor's superintendent and foreman.

2. The Contractor must respond to emergency situations or calls within two (2) hours.

2.2.c. CONSTRUCTION SCHEDULE

1. Proper coordination of all aspects of the work by the Contractor and any sub-trades is critical to ensure proper installation and performance of the work. The Contractor's Construction Schedule shall clearly outline the coordination between job tasks of all disciplines involved. Subject to review and acceptance by the HCC designated representative, this Schedule will be strictly adhered to by the Contractor and sub-trades.

2. The Contractor's Construction Schedule shall clearly identify the on-site crew foreman and the size of the crew to be utilized. The crew size shall remain consistent, and work shall be continuous throughout the project, from start-up to completion.

3. The HCC designated representative shall review the Contractor's Construction Schedule prior to the start of any work. After defining the location(s) of the work progress, the HCC designated representative shall arrange to control occupancy in the building to the greatest extent possible. It shall be the responsibility of the Contractor to supply the HCC designated representative with written notice, 72 hours in advance, if his work location(s) for a workday is different from the schedule. The Contractor shall update his Construction Schedule weekly and submit a copy to the HCC designated representative for review.

4. The Contractor shall schedule periodic site visits by DESMAN's designated engineer. Announce the site visit (inspection) to the HCC designated representative 72 hours prior to its occurrence. Visits by the representative shall be made prior to project start-up, one week into the start of construction, at project completion, and as requested by the HCC designated representative. The Contractor shall provide the HCC designated representative a copy of DESMAN's written report for each inspection, indicating comments pertaining to installation of materials and any corrective recommendations. In addition, the Contractor is responsible to notify and obtain acceptance from DESMAN on detail changes that may affect the garage repair item(s) warranty.

2.2.d. SCHEDULE OF VALUES

Provide a line-item breakdown of construction labor and materials costs for each Specification Section included in these Contract Documents. Additionally, provide line-item values for Unit Price, Alternate, and Allowance Work included in these Specifications. Utilize AIA Forms G702 and G703, to prepare and submit the Schedule of Values.

2.2.e. WORK HOURS

1. The Contractor will be allowed to work at the project site during daylight hours between 6:00 a.m. and 8:00 p.m., local time, Tuesday through Friday. Work on Saturday or Sunday may be performed from 6:00 a.m. to 8:00 p.m., with prior approval from the HCC designated representative.

2. The HCC designated representative reserves the right to disapprove or suspend a request to work outside of normal working hours. The HCC designated representative also reserves the right to determine when building coverage is necessary or in the best interest of the HCC designated representative. The cost of providing building maintenance personnel onsite for weekend work or after-hours work shall be borne by the Contractor.

2.2.f. PROGRESS MEETINGS

In person Progress Meetings shall be scheduled bi-weekly by the HCC designated representative or as deemed necessary.

2.2.g. DIMENSIONS AND QUANTITIES

- Verify dimensions and quantities in the field prior to bid submission. The Project Plans and Drawings have been compiled from various sources and may not reflect the actual field conditions at the time of construction.

- The Contractor is solely responsible for means and methods of construction. Make necessary investigations to become familiar with the project conditions.

- Additional compensation due to unfamiliarity with project conditions will not be considered.

- In case of inconsistency between Drawings and Specifications or within either document, the better quality and/or greater quantity of work shall be provided, as determined by the HCC designated representative.

2.2.h. SAFETY DATA SHEETS

Safety Data Sheets (SDSs) shall be submitted electronically in complete sets to the HCC designated representative for all products to be used prior to any work being performed.

2.2.i. GUARANTEES AND WARRANTIES

1. Refer to specific Sections of this specification for systems and product warranty requirements. Verify with Manufacturer of proposed systems and products that specified warranty requirements are acceptable, without exception, prior to selecting materials for use on this project.

2. Submit a full Contractor's Guarantee of the Work to be free from defects in materials and workmanship upon Substantial Completion, and prior to final payment. This Guarantee shall be for a period of five (5) years from the date of Substantial Completion and shall be signed by the Principal of the Contractor’s firm and sealed if a corporation. If the project is a phased project, the guarantee shall begin at the completion of the final phase.

2.2.j. CLEAN-UP

1. Restore property of the HCC designated representative to its original condition prior to the start of construction. Refer to Division 01 Section “Temporary Facilities and Controls.” General clean-up of the site shall be performed daily.

2. Clean, restore, and/or replace items stained, dirtied, discolored, or otherwise damaged due to the Work, as required by the HCC designated representative.

3. Clean garage, buildings (interior and exterior), landscaped areas, and parking areas so they are free of trash, debris, and dirt caused by or associated with the Work.

4. Protect and if necessary clean out drain leaders and pipe to the point where it exits the building. Demonstrate garage drainage systems operating by running water from a hose for 30 minutes into each drain in the presence of the HCC designated representative.

5. Sweep paved areas clean.

2.2.k PERMITS

The Contractor will obtain and pay for all permits required to perform the work. Permits are free for HCC.

2.2.l. HCC DESIGNATED REPRESENTATIVE OCCUPANCY

1. HCC designated representatives may occupy or partially occupy the premises during the construction period. Contractor shall coordinate with HCC designated representative prior to scheduling operations and provide an activity hazard analysis to the HCC designated representative for review prior to initiating work.

2. Predetermine and obtain approval, in advance, from HCC designated representative, for vertical and horizontal transportation of labor and construction materials onto and off the building garage.

3. Utility Shutdowns: Obtain written approval from the HCC designated representative for any required shutdown or outage of any utility. Schedule any outages to minimize impact on existing operations. Comply with all applicable codes and ordinances.

2.2.m. PRE-JOB DAMAGE SURVEY OF FACILITY

Perform a thorough pre-job survey of property and all affected and adjacent areas of the building with HCC designated representative prior to starting the work in order to document existing damage. Damaged items identified during the survey will not be the responsibility of Contractor unless further damaged by Contractor during execution of project.

2.2.n. CORRECTION OF DAMAGE TO PROPERTY

1. Consider any damage to building or property not identified in the pre-job damage survey as having resulted from execution of this Contract and correct at no additional expense to HCC designated representative.

2. The Contractor will include in the Base Bid the cost to perform any garage related repair that is due to Contractor's faulty workmanship and/or materials.

3. Repair, immediately, damages to facility or site that present a safety hazard or danger to the public.

2.2.o. SUMMARY OF PROJECT REQUIREMENTS

The Work requirements of the Contract are summarized by reference to the Bidding Requirements, the Contract forms, the Conditions of the Contract, the Specification, the Drawings, and Addenda and Contract Modifications, including, but not limited to, the printed matter referenced in these requirements. It is recognized that the Work is affected or influenced by governing regulations, natural phenomenon (including weather conditions), unforeseen conditions uncovered by the Work, and other forces outside of the Contract Documents.

See "Attachment A: EPG Repairs_Desman_100% SPECS (Scope)"

SUBMITTAL FORMAT

3.1 INTRODUCTION

All bids must be organized in accordance with the format listed below. Conciseness and clarity of content are emphasized and encouraged. Vague and general bids will be considered non-responsive and result in disqualification. Non-conforming and non-responsive bids may be rejected at the discretion of college officials.

3.2 ORGANIZATION OF BID

Bids must be organized in the format of the sections listed below. Failure to include all the documents may render the bid non-responsive and the offer may be rejected.

3.3 TITLE PAGE

The title page must be on the company letterhead and should include the name and address of the firm submitting the bid, a contact person at the firm for the bid, and the date of submission. The page should also state the IFB title and solicitation number.

3.4 OVERVIEW OF FIRM

Provide a company overview, including size, revenue, services provided, and business outlook. How many years have the firm been in business? What type of business organization is the firm (corporation, partnership, individual)? Has the firm ever operated under any other name? If so, provide the name, address, and years in existence of the prior firm. If the firm has multiple office locations, identify the office that would be assigned to the project. How many staff are in this office, by staff level and area of services, and what is the number of clients currently handled by this office? Has the firm ever failed to complete any work that had been awarded to it? If so, state when, where and why. Has any officer or partner of the firm ever been an officer or partner of another organization that failed? If so, state circumstances. List and explain all pending and resolved litigation over the last three years. Also provide a bank reference, including contact name, bank name, address, telephone number, and email. Provide the name, address, telephone number, and website URL for any and all subcontracting firms which will be part of the firm's team.

3.5 PROFESSIONAL QUALIFICATIONS

Bidders shall demonstrate successful experience in occupied parking-structure concrete rehabilitation, precast double-tee repairs, shear connector restoration, carbon-fiber structural repairs, and traffic management. The technical plan shall describe field verification, repair-area sounding, sawcut/demolition, reinforcement and connector inspection, engineered shoring, concrete placement/curing, joint preparation and sealing, protection, and closeout. The management plan shall identify a superintendent, repair crews, subcontractors, schedule,

sequencing, inspection hold points, and communications. Quality control shall include material submittals, engineer inspections, installation records, and documented corrective actions. Qualifications support the pass/fail responsibility determination and are not comparatively scored. Retain Section 3.12 reference requirements and other administrative submittals.

3.6 TECHNICAL PLAN

Describe the detailed plan for meeting the requirements of the project. Include a progress schedule outlining the individual steps involved in accomplishing this project, and the amount of time anticipated in accomplishing the steps. Also include a detailed description of the firm's abilities to complete the requirements of this project.

3.7 MANAGEMENT PLAN

Describe the detailed plan for managing the requirements of this project. Include a description of the firm's methods of planning, organizing, scheduling, controlling, and coordinating the total project effort.

3.8 QUALITY CONTROL

Describe the procedures that will be used to assure technical accuracy of planning and implementation, specifications, and cost estimates.

3.9 EXPERIENCE

Describe the firm's experience providing the goods and services herein. Include a detailed description of the firm's experience for all required areas and components of the project. Include the project title, institution name, contact person, phone number, e-mail, project start and completion dates.

3.10 SAMPLES

(N/A)

3.11 ADDITIONAL DOCUMENTS

List any additional documents that the firm expects the College to provide.

3.12 FIRM'S REFERENCES

The Procurement Officer may contact references listed in the bid for each project, as well as other sources referred to them during the evaluation. References will be questioned about such items as the Bidder's overall performance, organization, cooperation, timeliness, and quality of

construction, and the HCC designated representative's satisfaction with results. The Bidder shall ensure that contact information is current.

Additionally, the Bidder shall provide references from a minimum of three projects of similar scope. All listed projects shall be from a higher education institution. Identify what services were provided. The following information must also be provided: project name, institution name, contact person, phone, email, project dates, contract value. The references will be treated as evidence of bidder responsibility.

3.13 SWORN STATEMENT OF ACCURACY FORM

The Affidavit of Accuracy Form is to be completed by the Bidder and the original included in the original bid.

3.14 FIRM INFORMATION FORM

The signed original must be included with the original bid.

3.15 ACKNOWLEDGMENT OF ADDENDA FORM

Bidders must acknowledge receipt of all addenda issued for this IFB. Failure to do so may result in a Bidder's being rejected. Use the form provided.

3.16 MINORITY PARTICIPATION FORM

The signed original must be included with the original Bid. Include additional sheets as necessary to explain how the firm intends to meet this goal.

3.17 CONFLICT OF INTEREST STATEMENT

In compliance with the State Public Ethics Law, acquisitions from a business in which a trustee or employee has an interest are prohibited. Interest is deemed present if the trustee or employee or a spouse, parent, child, brother or sister of the trustee or employee has an interest and the trustee or employee knows of the interest. A Conflict-of-Interest Statement is included in this document and must be completed and returned with the bid.

3.18 ETHICS STATEMENT

In compliance with the State Public Ethics Law, an individual or a person that employs an individual who assists the College in the drafting of specifications, an invitation for bids, a request for bids for a procurement, or the selection or award made in response to an invitation for bids or request for bids may not submit a bid or bid for that procurement; or assist or represent another person, directly or indirectly, who is submitting a bid or bid for that procurement. An Ethics Statement is included in this document and must be completed and returned with the Bid.

3.19 BID/PROPOSAL AFFIDAVIT

The signed original must be included with the original bid.

3.20 LICENSES

The firm and its employees and subcontractors, if any, must have all necessary current business and professional licenses issued by the State of Maryland for relevant trade specialties. Proper documentation shall be attached to the Bid. Provide a copy of the firm's applicable license or certificate issued by the State of Maryland or state of business that show firm is in good standing.

GENERAL INFORMATION

4.1 BID DUE DATE

All responses to this Invitation for Bids will be accepted via Equity Hub's Bid Locker at https://bidlocker.us/details/4687, until **11:00 a.m. on December 01, 2026,** at which time and place the names of the firms submitting bids will be recorded. Firms do not need to be present at the recording. Late submittals will not be considered. It is the responsibility of each firm to ensure their bid is submitted prior to the scheduled date and time.

Oral, mailed, faxed, or emailed proposals are invalid and will not be given consideration. Bids will not be accepted electronically through eMMA. In the event that the College is closed on the bid opening date due to emergency or inclement weather, the bid will be opened at the stated **time on the next open business day, unless the Bidder is notified otherwise.**

4.2 PRE-BID CONFERENCE

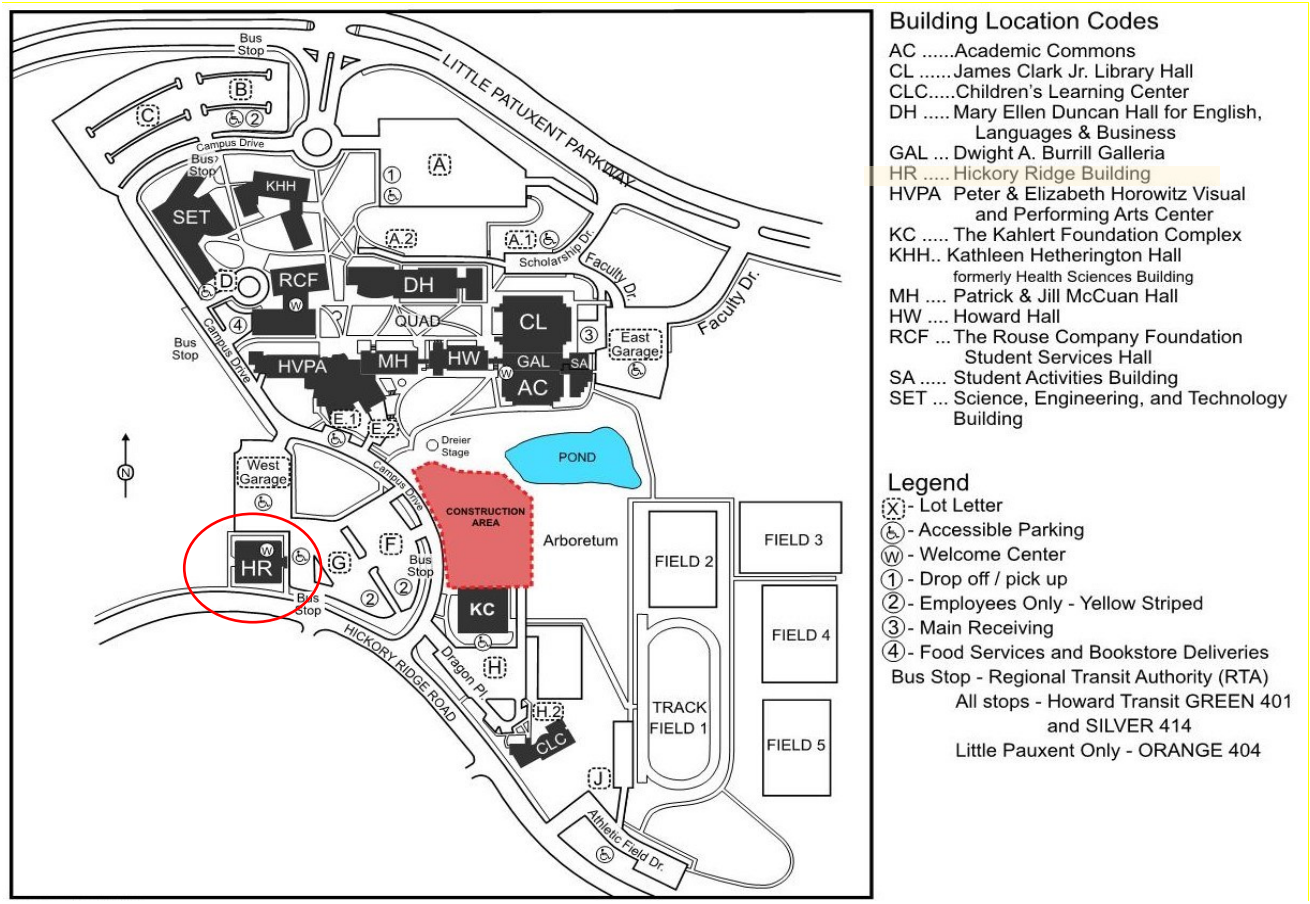
The pre-bid conference will be held on campus on Monday, November 16, 2026, at 10:00 am EST located at 10901 Little Patuxent Parkway, Columbia, MD 21044 in the Hickory Ridge Building, Room 320. Attendance is not mandatory but is strongly encouraged. **To RSVP, all interested parties must email Drewry Brown at dbrown6@howardcc.edu by Thursday, November 12, 2026.**

Any substantive questions that may arise during the pre-bid conference must be emailed to Drewry Brown at dbrown6@howardcc.edu for an official response via Addendum. Verbal responses communicated during the pre-bid conference are not binding unless submitted in writing.

The meeting will be recorded to aid in the creation of the bid addendum that follows the conference, which will memorialize the topics covered during the pre-bid conference and any questions received during the conference. Any recording of the conference will be deleted after the bid process has been concluded. A list of registered attendees will be shared via an Addendum.

See Campus Map on the following page.

CAMPUS MAP



4.3 CONTACT INFORMATION

The sole point of contact for Howard Community College for this IFB is Drewry Brown, Director of Procurement. He may be reached via email at dbrown6@howardcc.edu Firms must carefully examine the IFB and related documents. Should any firm find discrepancies or omissions in this IFB or be in doubt as to the content or meaning of any aspect of this document, the firm should direct inquiries or requests for clarification of the documents, specifications, or the process in writing to this contact person. **All questions must be received no later than 12:00 p.m. on November 20, 2026**. Firms are advised that the College reserves the right to use its best judgment in choosing to respond or not respond to any questions received after the above cut-off date for questions.

Clarifications of the IFB, in the form of addenda, shall be issued in writing by the College as it deems appropriate and necessary to do so through the Howard Community College procurement webpage. The College reserves the right to waive any and all bid technicalities, formalities, or

informalities at any time prior to or after the date of receipt of Bids as it deems appropriate and, in the College's, best interest. The submission of a bid will indicate that the firm thoroughly understands the terms of the IFB. Architectural

Under no circumstances are firms, including third party firms or their staffs, to contact other College staff, faculty or any related constituency for purposes associated with the IFB, including but not limited to, obtaining, or providing information unless specifically noted in the Scope of the Project. Firms failing to comply with this requirement may be disqualified.

The College may designate one or more of its employees as liaison to interested firms at its discretion. This designation may be made after the bid submission deadline. Communication between the firm and the College would then be made through the designated liaison after that point, as determined by the College.

4.4 SUBMISSION OF BIDS

Bidders must submit two (2) separate PDF files to respond to this IFB:

- One (1) Password-Protected PDF file for the **unredacted** bid submission.
- One (1) Password-Protected PDF file for the **redacted** bid submission.

The redacted PDF files must be in accordance with Section 4.23 Claims of Confidentiality. Each file must be protected with a unique password. The passwords must be provided to the Procurement Officer within 48 hours upon request. Failure to respond to the Procurement Officer's request may result in your firm's bid being rejected.

Bid submissions including **Attachment A – Bid Form** must include all required information. All bid packages submitted in response to this IFB must be signed and labeled as follows: <*Firm Name*> _27P-001_East Garage Repairs Redacted or Unredacted, whichever is applicable to the file.

Completed bid documents must arrive electronically via Equity Hub's Bid Locker at https://bidlocker.us/details/4687. Please note that **Bidders must register on the Bid Locker website prior to submitting documents**, so please plan the upload of the bid package accordingly.

Oral, mailed, faxed, or emailed bids are invalid and will not be given consideration. Bids will not be accepted electronically through eMMA. Failure to follow the submission instructions in this section will result in the rejection of your firm's bid.

All costs incurred by responding firms associated with the preparation, submission, presentation or bids and attendance at meetings, including but not limited to, costs related to transportation,

meals, lodging, bonding and other related expenses, if applicable, will be the sole responsibility of the respondent and will not under any circumstances be reimbursed by the College.

4.5 EVALUATION OF BIDS

Howard Community College (HCC) will evaluate all bids received by the established submission deadline to determine compliance with the requirements, specifications, terms, and conditions of this Invitation for Bids (IFB).

Bids will be evaluated using a **pass/fail determination of responsiveness and bidder responsibility**, followed by a comparison of evaluated bid prices. This procurement will not utilize a technical scoring system or a best-value evaluation methodology.

The evaluation process will include the following:

1. **Bid Responsiveness:** HCC will determine whether each bid materially conforms to the IFB requirements, including the required Financial Bid Form, acknowledgments, certifications, and applicable submission requirements.
2. **Bidder Responsibility:** HCC will assess whether each bidder possesses the qualifications, experience, financial capacity, personnel, equipment, and operational resources necessary to perform the required work satisfactorily.
3. **Price Evaluation:** HCC will evaluate the Total Base Bid submitted on Attachment A – Financial Bid Form, including all required line items and the fixed allowance. The evaluated price will be determined using the quantities, units, and pricing methodology specified in the Financial Bid Form.
4. **Award Recommendation:** Following the evaluation, HCC will identify the lowest-priced bidder determined to be both responsive and responsible and recommend that bidder for award, subject to funding availability and required institutional approvals.

HCC reserves the right to request clarification or additional information necessary to determine bidder responsibility, provided such requests do not permit a bidder to materially modify its bid after the submission deadline or compromise the integrity of the competitive bidding process.

HCC may reject bids that fail to satisfy material solicitation requirements or bidders determined to be no responsible, in accordance with applicable procurement requirements.

4.6 EVIDENCE OF RESPONSIBILITY AND RESPONSIVENESS

Each bidder must demonstrate its ability to perform the work specified in this IFB and comply with all material solicitation requirements.

A. Bid Responsiveness

A responsive bid is one that materially conforms to the requirements of the IFB at the time of bid opening.

HCC will consider whether the bidder has:

1. Submitted the bid by the established deadline using the required submission platform.
2. Completed and signed the required Financial Bid Form and applicable solicitation documents.
3. Provided pricing for all required bid items without unauthorized modifications to the prescribed quantities or pricing structure.
4. Acknowledged all applicable solicitation addenda.
5. Complied with material specifications, terms, conditions, and submission requirements.
6. Submitted any other documentation expressly identified in the IFB as mandatory for bid responsiveness.

HCC may waive minor informalities or irregularities that do not affect price, quantity, quality, delivery, or the competitive standing of bidders, to the extent permitted by applicable procurement requirements.

B. Bidder Responsibility

A responsible bidder is one that demonstrates the capability, integrity, experience, and resources necessary to perform the resulting contract satisfactorily.

HCC may consider the following factors when determining bidder responsibility:

1. Demonstrated experience performing structural concrete repairs and rehabilitation of occupied parking structures.
2. Experience with precast double-tee repairs, shear connector restoration, carbon-fiber structural repairs, concrete topping repairs, and joint sealant replacement.
3. Availability of qualified supervisory personnel, skilled labor, subcontractors, equipment, and necessary resources.
4. Ability to maintain safe vehicle and pedestrian access, implement traffic-control measures, and coordinate construction activities within an operational campus environment.
5. Satisfactory performance on comparable projects, as supported by references and prior contract performance.
6. Financial stability and capacity to complete the work.
7. Possession of applicable licenses, registrations, insurance, and other qualifications required by the IFB and applicable law.
8. Ability to satisfy the technical requirements of the DESMAN drawings and specifications and complete the work within the approved construction schedule.

HCC may verify the information submitted, contact references, review prior performance, and request additional documentation reasonably necessary to determine bidder responsibility.

C. Determination

A bid determined to be materially nonresponsive will not be eligible for award. A bidder determined to be no responsible will not be eligible for award unless that determination is subsequently resolved in accordance with applicable procurement requirements.

Responsibility determinations will not be used to assign comparative technical scores or to justify selecting a higher-priced bidder over a lower-priced bidder who is responsive and responsible.

4.7 AWARD

Subject to the availability of funding, required approvals, and the College's determination that an award is in its best interest, Howard Community College intends to award a contract to the lowest responsive and responsible bidder whose bid meets the requirements of this IFB.

The basis for determining the lowest evaluated bid will be the Total Base Bid stated in Attachment A – Financial Bid Form, including all required unit-price extensions, lump-sum items, and the fixed general conditions allowance of $9,497.36.

HCC will verify arithmetic calculations and evaluate pricing in accordance with the instructions contained in the Financial Bid Form. In the event of an arithmetic discrepancy between a unit price and its extended amount, the unit price will govern, and the extended amount will be recalculated accordingly.

The College reserves the right to reject any or all bids, waive minor informalities or irregularities, and cancel the solicitation when determined to be in the College's best interest and consistent with applicable procurement requirements.

Any decision to award less than the full scope of work must be consistent with the pricing structure and award provisions expressly established in the solicitation.

The successful bidder's response, the DESMAN drawings and specifications, applicable addenda, HCC's terms and conditions, and the resulting agreement or purchase order will constitute the contract documents, subject to the established order of precedence.

All bid prices must remain valid for one hundred twenty (120) calendar days following the bid opening date, unless otherwise authorized in writing by HCC.

4.8 PRICING

The price offered on the Bid Form must include all charges and costs (including shipping) incurred in the delivery of this procurement. No allowance will be made later for additional charges due to the Bidder's omission.

In addition, all Bidders must hold their bid prices for one hundred twenty (120) days after bid opening date, but prior to contract award date. If the awarded Bidder is unable to fulfil the contract, the College reserves the right to re-bid the contract or to award the contract to the next lowest Bidder.

4.9 REJECTION

The College reserves the right to reject any or all offers received because of this solicitation and readvertise for other bids. Offers may also be rejected for any of the following reasons:

a. Failure to meet the mandatory specifications and requirements.
b. Failure to respond in a timely fashion to a request for additional information or data.
c. Failure to supply appropriate and favorable client references.
d. Financial instability of firm submitting the bid.
e. Failure of the firm to successfully negotiate a contract, if applicable.
f. Submitting an incomplete price bid page.
g. Submitting a bid that is not signed; or
h. Failure to demonstrate that the Bidder is qualified to carry out the obligations of the contract and to implement and support the work specified herein.

4.10 SUBCONTRACTS/MAJOR SUPPLIERS

Bidders must submit the names, addresses, and division of work for all subcontractors and major material suppliers to be retained for this project. The College reserves the right to reject.

4.11 CHANGES TO THE CONTRACT

The College may make any alterations, deviations, additions, or omissions from the Request for Bids documents which it deems to be in the best interest of the college without affecting the obligations of the Firm or making void the contract. Any alterations, deviations, additions, or omissions shall be processed as a change order.

4.12 CHANGES IN WORK

The College may make any alterations, deviations, additions, or omissions from the IFB documents which it deems to be in the best interest of the College without affecting the obligations of the Contractor or making void the contract. Any alterations, deviations, additions,

or omissions shall be processed as a Change Order. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings Contractor foresees as a result of the change. Detailed back-up documentation for any subcontractor costs shall also be included with the estimate. In giving instructions, the College shall have the authority to make minor changes to the work, not involving extra cost, and consistent with the purposes of the work. But otherwise, except in an emergency endangering life or property, no addition or changes to the Work shall be made except upon the written order of the College, and the College shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of the College is authorized to direct any extra or changed work orally.

If a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs because of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

A Change Order shall be issued and executed promptly after an agreement is reached between Contractor and the College concerning the requested changes. The contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as the College and Contractor shall mutually agree.

The College shall have the right to conduct an audit of the Contractor's books and records to verify the accuracy of the Contractor's claim with respect to the Contractor's costs associated with any Change Order.

4.13 DELIVERY

The successful Bidder shall deliver all of the required submittals within ten (10) days of the Notice to Award and commence Work according to the approved project schedule unless otherwise ordered in writing by the College.

4.14 INSURANCE REQUIREMENTS

The Firm shall always maintain in force during the term of the contract, such insurance that will indemnify and hold harmless the College from Worker's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Firms' operations under the contract, or by anyone directly or indirectly employed by the Firm.

The Firm's insurance will be with an insurance carrier licensed to do business in the State of Maryland acceptable to the College, with the following minimum insurance coverage:

- Comprehensive General Liability Insurance – Liability Limits of One Million Dollars ($1,000,000.00) each occurrence and Three Million Dollars ($3,000,000) aggregate.

- Comprehensive Business Automobile Liability Insurance – Liability Limit of Five Hundred Thousand Dollars ($500,000) for any one accident.

- Worker's Compensation Insurance: Statutory coverage, including employer's liability coverage with a limit of at least One Hundred Thousand Dollars ($100,000.00).

At the time this contract is made, the Firm shall provide the College with evidence of payment fully of the above insurance coverage throughout the entire term of this contract. Any request for an extension of time for this contract shall also include evidence of payment fully of the above insurance coverage through the entire term of the extension of term for this contract.

The Firm shall furnish the College with a certificate of insurance as evidence of the required coverage. Such insurance should specifically identify the materials and/or equipment and shall name Howard Community College and Howard County, Maryland as an additional insured.

If the Firm's insurance is terminated, the Firm shall immediately obtain other coverage; any lack of insurance shall be ground for immediate termination of the contract.

4.15 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information which are designated confidential by the College and not otherwise subject to disclosure, and made available to the Firm in order to carry out this Contract, or which become available to the Firm in carrying out this Contract, shall be protected by the Firm using the same level of care in preventing unauthorized disclosure or use of the confidential information that the Firm takes to protect its own information of a similar nature, but in no event, less than reasonable care. The Firm shall not be required under the provision of this clause to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Firm's possession, is independently developed by the Firm outside the scope of this Contract or is rightfully obtained from third parties.

4.16 COOPERATIVE PURCHASE

The College reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this Request for Bids to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities. This is conditioned upon the mutual agreement of all parties pursuant to specific requirements, which may be

appended thereto. The College assumes no authority, liability, or obligation, on behalf of any other public entity that may use any contract resulting from this IFB. All purchases and payment transactions will be made directly between the Firm and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.

4.17 SUBCONTRACTORS

Bidders must submit the names and addresses of all subcontractors to be retained for this project. The College reserves the right to refuse.

4.18 MINORITY PARTICIPATION

It is the policy of Howard Community College to strongly encourage minority business enterprises (MBE) to provide goods and services for the performance of college functions. Minority businesses include non-profit entities organized to promote the interests of handicapped persons, and firms that are 51% owned and controlled by a member of socially or economically disadvantaged minority groups, which include: African Americans, Hispanics, American Indians, Alaska natives, Asians, Pacific Islanders, women, and the mentally or physically disabled.

4.19 PROCUREMENT REGULATIONS

This Request for Bids and any resulting contract shall be governed by §§16-311 through 16-314 of the Education Article of the Annotated Code of Maryland.

4.20 MISSION, VISION, AND VALUES

HCC believes that a key characteristic of performance excellence is a solid foundation and understanding of an organization's mission, vision, and value statements. The College expects all Firms to support the College's mission, vision, and values by fostering these concepts in their work on campus.

Mission: providing pathways to success
Vision: a place to discover greatness in yourself and others
Values: INSPIRED-Innovation, Nurturing, Service and sustainability, Partnerships, Integrity, Respect, Excellence, Diversity equity and inclusion

4.21 SMOKE AND TOBACCO-FREE

Howard Community College is a tobacco free environment. Use of tobacco products is prohibited in all colleges owned, leased, and controlled properties including parking lots and garages, and at all college-sponsored activities. Smoking is prohibited in vehicles. This use prohibition extends to Firms, employees, agents, subcontractors, and vendors.

4.22 EMPLOYMENT OF CHILD SEX OFFENDERS

Howard Community College provides a number of programs throughout the main campus that involve minor children, including Kids on Campus. The State of Maryland requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the awarded Bidder, the awarded Bidder is prohibited from assigning that employee to perform any type of service on the main campus. Violation of this provision may result in Termination for Cause of the contract.

4.23 CLAIM OF CONFIDENTIALITY

Any information which is claimed to be confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Bid. An explanation for each claim of confidentiality shall be included. The entire Bid cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Bid and an explanation for each claim shall be included.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Howard Community College
IFB Number: 27P-001
IFB Title: East Garage Repairs
Opening Date: Nov. 03, 2026
Closing Date: Dec. 01, 2026

ATTACHMENT A - FINANCIAL BID FORM

All price proposals must be submitted in accordance with the submission requirements outlined in Section 4.8 of the IFB. Do not amend, alter, or delete any line items on this form. Failure to adhere to these instructions may result in the proposal being deemed non-responsive and rejected by Howard Community College.

Firm: _____ Contact: _____

Address: _____ Email/Phone: _____

Prices shall include all labor, materials, equipment, permits, disposal, taxes, incidentals, and other obligations in DESMAN specifications. Extended price = estimated quantity × bidder unit price. Do not alter line items or estimated quantities. All amounts USD.

1. PRICING

Item	Description	Qty	Unit	Unit price / Extended total
1(a)	Full-depth concrete topping repair	193	SF	$_____ / $_____
1(b)	Full-depth precast double-tee flange repair	10	SF	$_____ / $_____
1(c)	Shear connector restoration	35	EA	$_____ / $_____
1(d)	Carbon-fiber biscuit shear connector replacement	4	EA	$_____ / $_____
2(a)	Rout and seal roof-level slab cracks	600	LF	$_____ / $_____
2(b)	Rout and seal construction joints (approx. 2,352 LF; verify)	1	LS	$_____ / $_____
2(c)	Replace double-tee joint sealant (approx. 3,812 LF; verify)	1	LS	$_____ / $_____

2(d)	Replace perimeter cove joint sealant (approx. 2,000 LF; verify)	1	LS	$_____ / $_____
3(a)	General conditions / mobilization	1	LS	$_____ / $_____
3(b)	Miscellaneous work, protection, drainage and restoration	1	LS	$_____ / $_____
3(c)	General conditions allowance (fixed; do not modify)	1	LS	$9,497.36 fixed

2. TRAVEL & MISCELLANEOUS EXPENSES

(If applicable based on scope)

Expense Type	Estimated Cost	Comments/Justification
	$_____	
	$_____	
	$_____	

TOTAL BASE BID (sum of items 1(a) through 3(c), including fixed $9,497.36 allowance):

$_____

Proposed construction duration from written Notice to Proceed: _____ calendar days.

Authorized bidder representative: _____ Title: _____

Signature: _____ Date: _____

Howard Community College
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IFB Title: East Garage Repairs
Opening Date: Nov. 03, 2026
Closing Date: Dec. 01, 2026

FIRM INFORMATION FORM

The undersigned agrees to furnish and deliver the above goods and services in accordance with the specifications issued, and subject to all terms, conditions, and requirements in the solicitation, and in the various bid documents.

_____

(Printed name of Company)

Provide the name and title of the person with legal authority to sign on behalf of the Firm. If the title of the individual is not "President" or "Vice President," provide verification of the signature authority with your submittal.

Name of Company Signatory (Printed): _____

Title of Company Signatory (Printed): _____

Please list any exceptions taken to any terms and conditions listed in the bid. Please note any exceptions taken that may affect the award of a contract or purchase order:

_____
_____
_____

Please provide the following information:

Company Name: _____ Corporation (y/n): _____
Federal Tax Id: _____ Years in Business: _____
Street Address: _____ City: _____
_____ State, Zip _____

Office phone number: _____ Fax number: _____
Cell phone number: _____ Email address: _____
Contact Person: _____ Title: _____

Minority Firm: ____ (yes) _____ (no)
If yes, please specify minority classification _____

_____

Company name Name

_____

Title Authorized signature and date.

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SWORN STATEMENT OF ACCURACY FORM

The undersigned swears or affirms under the penalty of perjury and upon personal knowledge that the contacts of this Bid are true and correct.

_____	_____
Name of Company	Representative/Title (Signature)
_____	_____
Address	Representative/Title (Print/Type)
_____	_____
Telephone number	Date

Howard Community College
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ACKNOWLEDGEMENT OF ADDENDA

We, _____ acknowledge receipt of the following addenda:

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

PLEASE SIGN BELOW TO ACKNOWLEDGE RECEIPT OF ADDENDUM AND RETURN WITH BID.

Company name Name

Date Authorized signature.

REFERENCES

The Bidder shall list at least three projects of similar scope. The referenced work shall have been completed within the last five years. Provide a brief description of the scope of the work. Please make sure references and contact people are current. Use separate sheets if necessary and include with submission. These will become part of the contract.

Reference 1

Company name	
Street Address	
City, State, Zip	
Contact Person	
Title	
Telephone #	
Project Dates	

Reference 2

Company name	
Street Address	
City, State, Zip	
Contact Person	
Title	
Telephone #	
Project Dates	

Reference 3

Company name	
Street Address	
City, State, Zip	

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Contact Person	
Title	
Telephone #	
Project Dates	

Please note: References listed must be able to confirm the Bidder's ability to provide the services requested in this bid document.

References submitted by: _____

Company name

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MINORITY PARTICIPATION FORM

PROPOSERS SHALL COMPLETE THE FOLLOWING:

I HEREBY REPRESENT THAT OUR/MY FIRM IS _____

IS NOT _____

A MINORITY BUSINESS FIRM AS INDICATED BELOW (check all that apply):

African American	_____	Hispanic	_____	Asian/Pacific Islander	_____
American Indian/Alaska native	_____	Disabled	_____	Female	_____

I HEREBY REPRESENT THAT OUR/MY FIRM: IS ___ IS NOT ____ COMMITTED TO DEMONSTRATING AN EFFORT TO ACHIEVE A MINIMUM MBE PARTICIPATION LEVEL OF 29%.

I hereby certify that the above information is true and correct, to the best of my knowledge and belief.

_____
Firm Name

_____
Signed Date

_____
Type or Print Name

_____
Title

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CONFLICT OF INTEREST STATEMENT

The undersigned hereby affirms and attests that to the best of my knowledge, no trustee, employee, spouse, parent, child, brother or sister of the trustee or employee, own assets in this business, and of this date are also employed by Howard Community College.

Company: _____

Authorized signature: _____

Printed name: _____

Title: _____

Date: _____

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ETHICS STATEMENT

In compliance with the Public Ethics Law contained in the Annotated Code of Maryland, Title 5 of the General Provisions Article, I hereby affirm that no employee of or representative for our company assisted the College in the drafting of specifications, requirements, statements of work, invitation for bids or request for bids for this procurement, nor did any individual or company who assisted in such drafting assist or represent this company, directly or indirectly, in submitting a bid or bid for this procurement.

Firm: _____

Authorized signature: _____

Printed name: _____

Title: _____

Date: _____

Howard Community College
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Opening Date: Nov. 03, 2026
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BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:
I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the Bidder has considered all bids submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or HCC designated representatives. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the Bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or bid, the Bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

C. 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):

_____
_____
_____.

D. 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 bids for a public or private contract;
(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland.
(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)— (5) above.
(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or bids 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) 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)—(8) 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):

_____
_____
_____.

E. 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).

_____
_____
_____.

F. 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):

_____
_____
_____.

G. 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.

H. 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 bid of the Bidder or Bidder 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.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:
I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements.

with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial HCC designated representativeship of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

K. DRUG AND ALCOHOL-FREE WORKPLACE

I CERTIFY THAT:
(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract.
(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions.
(c) Prohibit its employees from working under the influence of drugs or alcohol.
(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol, and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program.
(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred.
(f) Establish drug and alcohol abuse awareness programs to inform its employees about:
(i) The dangers of drug and alcohol abuse in the workplace.
(ii) The business' policy of maintaining a drug and alcohol-free workplace.
(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace.
(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §K(2)(b), above.
(h) Notify its employees in the statement required by §K(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
(i) Abide by the terms of the statement; and
(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction.
(i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction.
(j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
(i) Take appropriate personnel action against an employee, up to and including termination; or
(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
(k) Make a good faith effort to maintain a drug and alcohol-free workplace through implementation of §K(2)(a)—(j), above.
(3) If the business is an individual, the individual shall certify and agree as set forth in §K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
(4) I acknowledge and agree that:
(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification.
(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be caused to suspend payments under or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:
(1) The business named above is a (domestic ___) (foreign ___) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is: Name: _____
Address: _____ .
(If not applicable, so state).
(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. 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.

N. Repealed.

O. ACKNOWLEDGEMENT

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

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

Date: _____ by: _____ (Authorized Representative and Affiant)

Howard Community College
IFB Number: 27P-001
IFB Title: East Garage Repairs
Opening Date: Nov. 03, 2026
Closing Date: Dec. 01, 2026

NO BID RESPONSE FORM

Please be advised that our company does not wish to submit a bid in response to the above-captioned Request for Bids for the following reasons:

_____ Too busy at this time

_____ Not engaged in this type of work.

_____ Project too large/small

_____ Cannot meet mandatory specifications (Please specify below)

_____ Other (Please specify)

_____

_____

_____

_____

_____

_____ _____
COMPANY NAME PRINTED NAME

_____ _____
TITLE SIGNATURE

_____ _____
DATE ADDRESS

_____

TERMS AND CONDITIONS

ADDENDA The College reserves the right to amend or add to this bid at any time prior to the bid's due date. If it becomes necessary to change or add to any part of this bid, the Procurement Officer will furnish an addendum to all prospective Bidders by posting the addendum on the solicitation web page at: **www.howardcc.edu/procurement** on the current solicitation page. All addenda will be identified as such and will be posted whenever possible at least 48 hours prior to the bid opening. It is the sole responsibility of any prospective Bidder to monitor the web page to ensure receipt of all addenda.

ADDITIONAL ORDERS Unless it is specifically stated to the contrary in the bid response, the College reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions, if it is mutually agreeable.

APPLICABLE LAW The contract shall be construed and interpreted according to Maryland law, with venue and jurisdiction in Howard County, Maryland.

ASSURANCE OF NON-CONVICTION OF BRIBERY The Bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the Federal government.

The AUDIT Bidder shall permit audit and fiscal and programmatic monitoring of the work performed under any contract issued from this solicitation. The College shall have access to and the right to examine and/or audit any records, books, documents and papers of Bidder and any subcontractor involving transactions related to this agreement during the term of this agreement and for a period of three (3) years after final payment under this agreement.

AWARD CONSIDERATIONS Awards of this bid will be made to the lowest responsible and responsive Bidder conforming to specifications with consideration being given to quantities involved, time required for delivery, purpose for which required, responsibility of Bidder and its ability to perform satisfactorily with consideration to any previous performance for Howard Community College. A bid may be awarded at the sole discretion of the College, in whole or in part, whichever is in the best interest of the College. Prompt payment discounts will not be considered in bid evaluation. All discounts other than prompt payment are to be included in the bid price.

BID AND PERFORMANCE SECURITY If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany each bid and be made payable to Howard Community College. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the College and underwritten by a company licensed to issue bonds in the State of Maryland. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Director of Purchasing deems the failure to be non-substantial. Such bid bonds or checks will be returned, upon request, to all except the three (3) lowest Bidders within five (5) days after the opening of bids, and the remaining checks or bid bonds will be returned, upon request, to all but successful Bidder(s) within forty-eight (48) hours after award of contract. If a performance bond is required, the successful Bidder must submit an acceptable performance bond in the designated amount of the bid award, prior to award of contract. All bid bonds will be returned, upon request, to the successful Bidder(s) within forty-eight (48) hours after receipt of the performance bond.

BIDDING INSTRUMENTS Bidding instruments include the bid, addenda, terms and conditions, contract terms, and specifications. Bids should be prepared simply and economically, and should provide a straightforward, concise description of the Bidder's capabilities to satisfy the requirements of the bid. Emphasis should be on completeness and clarity of content. The Bidder will bear any, and all costs incurred in the preparation and submission of bids.

BILLING AND PAYMENT Each invoice shall reference Howard Community College's purchase order number, as well as bid number for this solicitation. All invoices will be paid within (30) days unless otherwise specified in the IFB document or unless any item thereon is questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim.

BRAND NAMES Brand name materials used in these specifications are known and acceptable. Bids including bids to use alternate brands are invited as long as they are of equal type and equal or better quality. The burden of pgarage that alternate brands are in fact equal or better falls on the Bidder and pgarage must be provided to the College's satisfaction.

CARE OF PREMISES Precautions taken for safety and protection shall be in accordance with the mandatory requirements of the safety codes prevailing within the jurisdiction in which the work is to be performed. During the performance of the contract, the FIRM shall take the necessary precautions to protect all areas upon which or adjacent to which work is performed as a part of this contract. Any damage caused as a result of the Firm's neglect, directly or indirectly, shall be repaired to the College's satisfaction at the Firm's expense.

CANCELLATION Howard Community College reserves the right to cancel this bid solicitation or to reject all bids received, if the College's Director of Procurement, in accordance with procedures approved by the College's Board of Trustees, determines that it is fiscally advantageous or in the best interest of the College to cancel the bid.

COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 The Bidder warrants that both the Bidder and/or any subcontractor of the Bidder do not and shall not hire, recruit or refer for a fee, for employment under this Agreement or any subcontract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the

Immigration Reform and Control Act of 1986 (hereinafter referred to as "IRCA"), including but not limited to any verification and record keeping requirements. The Bidder agrees to indemnify and save the College, its trustees, and/or employees harmless from any loss, costs, damages, or other expenses suffered or incurred by the College, its trustees, and/or employees by reason of the Bidder's or any subcontractor of the Bidder's noncompliance with "IRCA." The Bidder agrees to defend the College, its trustees and/or employees in any proceeding, action or suit brought against the College, including but not limited to administrative and judicial proceedings, arising out of, or alleging noncompliance of the Bidder with "IRCA". The Bidder recognizes that it is the Bidder's responsibility to ensure that all certifications and verifications as required by law are obtained and maintained for the applicable time period.

COMPLIANCE WITH LAWS Bidder agrees to comply, at no additional expense, with all applicable Executive orders, Federal, State, regional and local laws, ordinances, rules and regulations in effect as of the date of this agreement and as they may be amended from time to time, including but not limited to the equal employment opportunity clause set forth in 41 CFR 60-250.4.

COMPLIANCE WITH HOWARD COMMUNITY COLLEGE POLICIES While on the College's campus, Bidder agrees to comply with all applicable Howard Community College policies and procedures in effect as of the date of this agreement and as they may be amended from time to time during the term of this contract.

CONTINGENT FEES Bidder hereby declares and affirms that neither it nor any of its representatives has employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Bidder, to solicit or secure a contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of a contract as a result of this solicitation.

CONTRACT AMENDMENTS The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by Howard Community College before the supplier performs additional work on the project. The Firm cannot accept purchase requests for products or services that are not covered in this contract or make changes to the scope of work unless a price for those products or services has been negotiated with the College, and the Firm has received a signed contract amendment from the Finance Office.

CONTRACT DEADLINES The Firm is contractually obligated to meet all agreed upon deadlines. Failure of the Firm to meet any deadline is grounds for termination by default. If the Firm defaults, the College reserves the right to assess liquidated damages and/or make an open market purchase.

CONTRACT DOCUMENTS The general conditions of this bid, the Firm's bid, and Howard Community College General Agreement form the contract. If any discrepancies exist between the documents, the following order of precedence shall apply: Agreement, Invitation to Bid, then Firm bid response.

CONTRACT TERMINATION The contract may be terminated for any of the following reasons: failure of the Firm to meet the mandatory requirements as described in this IFB; failure of the Firm to meet required deadlines; failure of the Firm to resolve problems in a timely manner; or lack of college funding.

FIRMS This bid invitation is extended to individuals or companies as primary Firms, and the Firm will execute the work specified with bona fide employees. Subcontractors cannot assume the primary award of this contract on behalf of the primary Firm, nor can the awarded Firm be relieved of its obligation or responsibility to this contract. The College reserves the right to reject any subcontractor.

DELIVERY AND PACKING All prices quoted must include delivery. All goods delivered under this contract shall be packed in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging, or for deposits or containers unless specified in the bid. No charge will be allowed for the cartage unless by prior written agreement. Complete deliveries must be made by the successful Bidder to the designated location as indicated on the Howard Community College purchase order. A packing slip shall be included in each shipment. All deliveries must be prepaid and must be delivered to each location designated on purchase order at no additional cost. DELIVERIES MUST BE MADE TO THE SPECIFIED LOCATION. NO COLLECT SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.

DELIVERY OF PROPSALS Sealed bids must be submitted through Bid Locker and received by the Procurement Office by the date and time specified in the bid in order to be considered. NO LATE BIDS OR BIDS WILL BE ACCEPTED.

ERRORS IN BID Bidders are assumed to be informed regarding conditions, requirements, and specifications prior to submitting bids. Failure to do so will be at the Bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after bid opening may not be corrected. In the case of an error in price extension, the unit price will govern. The intention of the Bidder must be evident on the face of the bid.

FINANCIAL DISCLOSURE The Firm shall comply with the provisions of §13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial HCC designated representativeship of the business.

HAZARDOUS AND TOXIC SUBSTANCES Bidder must comply with all applicable Federal, State, and County laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to access to information about hazardous and toxic substances, and as amended from time to time. Bidder shall provide the College with a "Material Safety Data Sheet" or in the case of a controlled hazardous waste substance, a hazardous waste manifest for all hazardous chemicals listed or subsequently added to the Chemical Information List in compliance with applicable laws, ordinances, and regulations.

INDEMNIFICATION The Firm shall be responsible for any loss, personal injury, expense, death, and any other damage which may occur by reason of Firm's acts, negligence, willfulness, or failure to perform any of its obligations under this agreement. Any acts, negligence, willfulness, or failure to perform any of the Firm's obligations under this agreement, on the part of any agent, director, partner, servant, or employee of Firm are deemed to be the Firm's act. Firm agrees to indemnify and hold harmless the College and its trustees, employees, agents and students from any claim, damage, liability, injury, expense, and loss, including defense costs and attorney's fees, arising directly or indirectly out of Firm's performance under this agreement. Accordingly, the College shall notify Firm promptly in writing of any claim or action brought against the College in connection with this agreement. Upon such notification, the Firm shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in any such claim or action at its own expense. As provided under Title 23 of the Howard County Code, the College will not indemnify the Firm. This indemnification provision shall survive the termination or completion of this agreement.

INSPECTION OF PREMISES If a site visit is recommended or required, each Bidder is responsible for visiting the sites prior to submitting a bid in order to observe the existing conditions affecting the work, and to obtain precise dimensions of the areas involved. No allowance will be made to the successful Bidder at a later date for additional work required because of failure to visit the site or to obtain the exact dimensions. Discrepancies, if any, must be reported to the College.

INSURANCE If a contract results from this bid, the Firm shall maintain such insurance as specified in the bid documents and as will indemnify and hold harmless the College from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Firm's operations under this contract, or by anyone directly or indirectly employed by the Firm.

MARYLAND PUBLIC INFORMATION ACT Bidder recognizes that the College is subject to the Maryland Public Information Act, Title 4, of the General Provisions Article of the Annotated Code of Maryland. Bidder agrees that it will provide any justification as to why any material, in whole or in part, is deemed to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to the Maryland Public Information Act. Bidders are advised that, upon request for this information from a third party, the College will be required to make an independent determination whether the information will be disclosed.

MINORITY PARTICIPATION It is the policy of Howard Community College to strongly encourage minority businesses to provide goods and services for the performance of college projects. Minority businesses are defined as firms that are 51% owned and controlled by a member of a socially or economically disadvantaged minority group, which includes African Americans, Hispanics, Native Americans, Alaskan Natives, Asians, Pacific Islanders, women, and the mentally or physically disabled.

The NON-ASSIGNMENT AND SUBCONTRACTING Bidder shall not assign any contract or any rights or obligations hereunder without obtaining prior written consent of the College. No contract shall be made by Bidder with any other party for furnishing the services to be performed under a contract issued from this solicitation without the written approval of the College. These provisions will not be taken as requiring the approval of the contract of employment between Bidder and its personnel.

NON-COLLUSION Bidder certifies that it has neither agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith; Bidder also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price of the Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid is submitted.

NON-DISCRIMINATION The Firm agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

NON-HIRING OF EMPLOYEES No employee of the College or of the State of Maryland, or any department, commission, agency or branch thereof whose duties as employees include matters relating to or affecting the subject matter of this bid shall, during the pendency and term of this contract and while an employee, become or be an employee of the Firm or any entity that is a subcontractor on this contract.

NOTICE TO CURE The College reserves the right to cancel the contract if the Firm's performance is unsatisfactory to the College. It is understood, however, that if at any time during the term of the contract, performance is deemed to be unsatisfactory, the College shall so notify the Firm in writing, and the Firm shall correct such unsatisfactory conditions within thirty (30) calendar days from receipt of such notification. If such corrections are not made within the specified period, the College may terminate the contract.

PATENTS Bidder guarantees that the sale and use of the goods offered will not infringe upon any U.S. or foreign patent. Bidder will at Bidder's own expense, indemnify, protect, and save harmless the College, its trustees, employees, agents, and students with respect to any claim, action, cost, or judgment for patent infringement, arising out of the purchase or use of these goods.

PREPARATION OF BID Bids submitted must be hand signed by an authorized agent of the company submitting the bid. Notification of award will be made by "Notice of Intent to Award" and/or purchase order. A Bidder may attach a letter of explanation to the bid for clarification. Bidders will be required, if requested by Howard Community College, to furnish satisfactory evidence that they are, in fact, bona fide manufacturers of or dealers in the items listed, and have a regularly established place of business. The College reserves the right to inspect any Bidder's place of business prior to award of contract to determine Bidder responsibility.

POLITICAL CONTRIBUTION DISCLOSURE The Firm shall comply with §§14-101-14-108, of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate $100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election.

PRODUCT TESTING DURING TERM OF CONTRACT Goods delivered under any contract resulting from this Invitation to Bid may be tested for compliance with specifications stipulated herein. Any shipment failing to meet or comply fully with the specification requirements will be rejected. The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the College unless the order is rejected for failure to meet specifications or purchase description. In such cases of rejection, the cost of testing will be charged back to the Firm.

PUBLICITY The Firm shall not in any way or in any form publicize or advertise in any manner the fact that it is providing services to the College without the express written approval of the College's Public Relations & Marketing Office obtained in advance, for each item of advertising or publicity. However, nothing herein shall preclude the Firm from listing the College on its routine client list for matters of references.

RECORD RETENTION If awarded a contract, Firm shall maintain books and records relating to the subject matter of this agreement, including but not limited to all charges to the College, for a period of three (3) years from the date of final payment under this agreement.
REFERENCES Bidder must provide at least three references from former or current clients who can confirm the Bidder's experience with projects that are similar in size or scope. All reference information must include the company's name and address and the contact's name and telephone number. The references provided must be able to confirm, without reservation, the Bidder's ability to provide the level of services requested in this solicitation. References from other higher education institutions or government agencies are preferred but not required.

REGISTRATION OF CORPORATIONS NOT REGISTERED IN THE STATE OF MARYLAND Pursuant to §7-202 et. seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. A copy of the registration or application for registration may be requested by the College.

REJECTIONS AND CANCELLATIONS Howard Community College reserves the right to accept or reject any or all bids in whole or in part for any reason, including the availability of funding for the project. The College reserves the right to waive any informality and to make awards in the best interest of the College. The College also reserves the right to reject the bid of any Bidder who has previously failed to perform adequately on a prior award for furnishing goods and/or services similar in nature to those requested in this bid. The College may cancel this solicitation in whole or in part, at its sole discretion.

RIGHT TO STOP WORK If the College determines, either directly or indirectly, that the Firm's performance is not within the specifications, terms, or conditions of this bid or that the quality of the job is unacceptable, the College has the right to stop the work. The stoppage of work shall continue until the default has been corrected and/or corrective steps have been taken to the satisfaction of the College. The College also reserves the right to rebid this contract if it is decided that performance is not within the specifications as set out.

SAMPLES AND CATALOG CUTS If samples are required, Bidder shall be responsible for delivery of samples to location indicated. All sample packages shall be marked "Sample for Procurement Office, Bid No.___" and each sample shall be tagged or marked and bear the name of the Bidder. Failure of the Bidder to clearly identify samples as indicated may result in rejection of bid. The College reserves the right to test any materials, equipment or supplies delivered to determine if the specifications have been met. The Sample shall be identical to the item the Bidder proposes to furnish should it be awarded a contract and shall be packaged in the same manner as they will be packaged during the contract term. Samples will not be returned.
SIGNATURE Each bid must show the full business address and telephone number of the Bidder and be signed by the person or persons legally authorized to sign such contracts. All correspondence concerning the bid and contract will be mailed or delivered to the address shown on the bid. NO BID WILL BE ACCEPTED WITHOUT ORIGINAL SIGNATURE.

SPECIFICATIONS AND SCOPE OF WORK The specifications listed herein may or may not specify all technical requirements which are needed to achieve the end result. When accepting the award, the Firm assumes the responsibility of accomplishing the task requested in this document. Any omission of parts, products, processes, etc. in the specifications are the responsibility of the Firm and the College will not bear the responsibility for their omission. If omissions in the specifications are discovered and these omissions will impact on the

contract price then it is the responsibility of the Bidder to note these omissions, in writing, prior to accepting the award. If these omissions are not noted prior to award, then the Firm's silence is deemed as full and complete acceptance, and any additional costs will be borne by the Firm.

SUBCONTRACTORS Bidders must submit the names and addresses of all subcontractors to be retained for this project. The College reserves the right to reject. Subcontractors shall conform in all respects to the applicable provisions specified for the prime Firm and shall be subject to approval by the College. If a subcontractor is determined to be unacceptable by the College, the firm shall substitute an acceptable subcontractor with no change in any Contract unit prices or overall Contract sum. If a firm fails, within a timely manner, to propose another subcontractor to whom the College has no objection, the College reserves the right to reject the bid. The firm will use only those subcontractors approved by the College. All subcontractors shall comply with federal and state laws and regulations which are applicable to the services covered by the subcontractor and shall include all terms and conditions set forth herein which apply with equal force to the subcontractor, as if they were the Firm referred to herein. The Firm is responsible for the Contract performance, whether or not subcontractors are used.

TAXES The College is exempt from Federal and Maryland taxes. Exemption Certificates are available upon request. The Bidder shall be. responsible for the payment of any and all applicable taxes resulting from any award and any activities hereunder, including but not limited to any applicable amusement or sales taxes. For construction projects: in accordance with COMAR 03.06.01.22c(2)(b), the tax exemption certificate of otherwise exempt governmental entities may not be used for the purchase of materials to be incorporated into the real property on college construction projects.

TERMINATION BASED ON LACK OF FUNDING Any contract awarded as a result of this solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. For purposes of this solicitation, the College's appropriating authority is deemed to be the Board of Trustees of Howard Community College. Insufficient funds shall be grounds for immediate termination of the contract.

TERMINATION OF CONTRACT The College reserves the right to cancel the Contract awarded to the Firm if, in the College's judgment, performance under the Contract is unsatisfactory. It is understood, however, that if at any time during the term of the Contract, performance there under is deemed to be unsatisfactory, the College shall so notify the Firm in writing, and the Firm shall correct such unsatisfactory conditions within fifteen (15) calendar days from the receipt of such notification. If such corrections are not made within the specified period, the College may terminate the Contract at that time.

TERMINATION FOR DEFAULT If an award results from this bid, and the Firm has not performed or has unsatisfactorily fulfilled the contract, payment shall be withheld at the discretion of the College. Failure on the part of the Firm to fulfill contractual obligations shall be considered just cause for termination of the contract and the Firm is not entitled to recover any costs incurred by the Firm up to the date of termination.

TERMINATION FOR THE CONVENIENCE OF THE COLLEGE The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or in part, whenever the President of Howard Community College shall deem that termination is in the best interest of the College. Such determination shall be at the sole discretion of the President or her designee. In such an event, the College shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed or furnished prior to the effective date of termination. The Firm shall not be reimbursed for anticipatory profits. Termination hereunder shall become effective by delivery to Firm of written notice of termination upon which date the termination shall become effective.

USE OF CONTRACT BY OTHER PUBLIC ENTITIES While this bid is prepared on behalf of Howard Community College, it is intended to apply to other Maryland educational institutions and public agencies in the State of Maryland, including Howard County Government and Howard County Public Schools. Unless the Bidder takes an exception, the resulting awarded items, terms, and conditions will be available. to other State and local public entities. Should a price adjustment be necessary to include any other public entity, the Bidder must so note on the Firm Information Form. Purchase requests and funding from other agencies will be the responsibility of those agencies.

WARRANTY Bidder expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the College and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such a warranty shall survive a contract and shall not be deemed waived either by the College's acceptance of said materials or goods, in whole or in part, or by payment for them, in whole or in part. The Bidder further warrants all articles, material and work performed for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed, or work completed. All repairs, replacements or adjustments during the warranty period shall be at Bidder's sole expense.

WITHDRAWAL OF PROPSALS A bid shall be withdrawn by written or fax request, confirmed immediately in writing, provided that such requests are received prior to the time of opening bids. The College shall not be held responsible for the timely receipt of any requests for withdrawal, and the Bidder is cautioned to transmit any such request in ample time for delivery before the bid opening hour and date. No bid received can be withdrawn by any Bidder after the opening, as no claim for release due to mistakes or omissions in the bid shall be considered. Each Bidder shall be held strictly responsible for its bid.