

AFFIDAVIT OF QUALIFICATION TO BID

I hereby affirm that

1. I am the _____ and the duly
(Title)

authorized representative of the firm of _____
(Name of Corporation)

whose address is _____

_____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts of omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported).

3. (State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body: the individuals involved and their position with the firm, and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the Allegany College of Maryland and, where appropriate, to the Board of Public Works and to the Attorney General under section 16D of Article 78A of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in the affidavit are not true and correct, the Allegany College of Maryland may terminate any

contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or sub-divisions.

I do solemnly declare and affirm under the penalties or perjury that the contents of the affidavit are true and correct.

(Signature)

(Date)

AGREEMENT

THIS AGREEMENT, made this ___ day _____ of 2023, by and between the Allegany College of Maryland, hereinafter called "OWNER" and _____ doing business as [an individual,] or [a partnership], or [a corporation] hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the Auto Tech Building – Roof Replacement Project

2. The CONTRACTOR will furnish and deliver the equipment and other services necessary for the completion of the PROJECT described herein.

3. The CONTRACTOR will commence with the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 77 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. Failure to complete the project will result in Liquidated Damages payment to the OWNER of \$500.00 per calendar day.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of _____, or as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) Advertisement for BIDS
- (B) Information for BIDDERS
- (C) BID Proposal
- (D) Affidavit of Qualification to Bid
- (E) Agreement
- (F) Performance Bond

- (G) Payment Bond
- (H) Notice of Award
- (I) Notice to Proceed
- (J) Affidavit by General/Prime Contractor
- (K) Waiver of Liens
- (L) Certification of General/Prime Contractor
- (M) General Conditions
- (N) Wage Rates
- (O) Technical Specifications
- (P) Construction Plans
- (Q) ADDENDA:

No. _____, dated _____, 2023

No. _____, dated _____, 2023

No. _____, dated _____, 2023

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.

OWNER:

Allegany College of Maryland

BY _____

NAME _____

TITLE _____

CONTRACTOR:

BY _____

Name _____
(Please Type)

Address _____

BID

Proposal of _____ (hereinafter called
"BIDDER"), organized and existing under the laws of the State of _____ doing
business as _____. * To the Allegany College of Maryland,
12401 Willowbrook Road, SE, Cumberland, MD, 21502 (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all work for the construction of Auto Tech Roof Replacement Project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER acknowledges receipt of the following ADDENDUM:

*Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with Owner in the form included in the contract documents to complete all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the contract documents.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for 60 days after the day of the bid opening. Bidder will sign the agreement and submit any other documents required by the contract documents within fifteen (15) days after the issue date of Owner's Notice of Award.
3. In submitting this bid, bidder represents, as more fully set forth in the Bidding Documents That:
 - a. Bidder has examined copies of all the contract documents and of the following addenda:

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

(receipt of all which is hereby acknowledged) and also copies of the bidding requirements including or Invitation to Bid and the Instructions to Bidders;

- b. Bidder has examined the site and locality where the work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and the conditions affecting cost, progress or performance of the work; and has made such independent investigations as Bidder deems necessary;
 - c. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner
4. The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by TREMCO, Inc. and Allegany College of Maryland having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment, and services, including all scheduled allowances, necessary to complete the work according to the requirements of the Procurement and Contracting Documents will complete the work for the following price(s), which excludes sales tax on material permanently incorporated into the work, as indicated in the conditions of the contract.

Base Bid #1 Automotive Technology roof 60 MIL KEE FB replacement. (30-year Warranty)

Base Bid #1: (\$ _____), _____
(figure) (use words)

4. UNIT PRICES

A. Unit Price No. 1:

- 1. Description:
- 2. Unit of Measurement:

_____ Dollars (\$ _____) per unit.

B. Unit Price No. 2:

- 1. Description:
- 2. Unit of Measurement:

_____ Dollars (\$ _____) per unit.

6. COMPLETION OF THE WORK

The "Representative Construction Schedule" included with the bid documents includes _____ total cumulative calendar days on-site between a proposed construction start of _____, 2023 and a proposed construction completion date of _____, 2023. The Bidders are hereby required to submit a brief narrative of how they propose to phase construction within a May 15th, 2023 to July 31st, 2023 construction period and provide an estimated total number of cumulative calendar days.

Bidder agrees that the work will proceed and be substantially completed in the following timeframe from the receipt of a Notice-to-Proceed from the Owner or the issuance of the building permit, whichever occurs later.

Total Number of Days On-Site from Notice-to-Proceed to Date of Substantial Completion:

_____.

Date of Substantial Completion: _____.

- 7. The terms used in this bid are defined in the conditions of the contract included as part of the contract Documents.

Respectfully Submitted:

Signature

Address

Title

Date

Phone No.

License No. (if applicable)

Fax No.

SEAL (if BID is by a corporation)

Email Address

INFORMATION FOR BIDDERS

BIDS will be received by the Allegany College of Maryland(herein called the "OWNER"), at 12401 Willowbrook Road, SE, Cumberland, Maryland 21502 in the Office of the Director of Fiscal Affairs at the College Center Room CC-167 until 2:00 pm, Wednesday, JAN 25th, 2023 and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to the Director of Fiscal Control, Allegany College of Maryland, 12401 Willowbrook Road, SE, Cumberland, Maryland 21502.

Each sealed envelope containing a BID must be plainly marked on the outside as BID for Auto Tech Roof Replacement Project. The envelope should bear on the outside the name of the BIDDER, his address, his license number if applicable and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at 12401 Willowbrook Road, SE, Cumberland, Maryland 21502.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above-mentioned scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be any reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to the BIDDERS prior to the BIDDING, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required of the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER, or any other other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID bond payable to the OWNER for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the remaining unsuccessful BIDDERS will be returned.

A performance BOND and a payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective date copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when

NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and the BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period of time, the time may be extended by mutual agreement between the OWNER and the CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten-(10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER, that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to this BID.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the SUPPLEMENTAL GENERAL CONDITIONS.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and all SUBCONTRACTORS at the time of bid when requested to do so by the OWNER.

A Pre-bid Conference will be held at 10:00 AM on Jan. 12th 2023 at the Project Site,
Special Functions Room 113 located in the College Center Building, Allegany College of Maryland,
12401 Willowbrook Road, Cumberland, MD 21502.

NOTICE OF AWARD

To: _____

PROJECT Description: _____

_____ The OWNER has considered the BID submitted by you for the above described WORK in response to its ADVERTISEMENT for Bids dated _____ and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____

_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance bond, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture to your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 2023.

Allegany College of Maryland
Owner

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____,

this the _____ day of _____, 2023.

By _____

Title _____

NOTICE TO PROCEED

To: _____

Date: _____
Project: _____

You are hereby notified to commence WORK in accordance with the AGREEMENT dated
, 2023, on or before _____ and you are to complete the WORK within ____ consecutive
calendar days thereafter.

The date of completion of all WORK is therefore _____, 2023.

Allegany College of Maryland
Owner

By _____
Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by

_____ this the _____ day of

By _____

Title _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,

and _____
(Name of surety)

(address of surety)

hereinafter called Surety, are held and firmly bound unto

The Allegany College of Maryland
(Name of Owner)

12401 Willowbrook Road, Cumberland, MD 21502
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by the presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 2023, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for and performing labor in the prosecution of the WORK provided for in such contract, And any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on

machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in

which shall be deemed an original, this the

_____ day of _____, 2023.

ATTEST:

Principal

(Principal) Secretary

By _____(S)

(SEAL)

(Address)

(Witness as to Principal)

(Address)

Surety

By _____
Attorney-in-Fact

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

The Allegany College of Maryland
12401 Willowbrook Road, Cumberland, MD 21502.

hereinafter called OWNER, in the penal sum of

_____ Dollars, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2023, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER

all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise effect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed

which shall be deemed an original, this the

_____ day of _____, 2023.

ATTEST:

(Principal) Secretary

Principal

By _____(S)

(SEAL)

(Witness as to Principal)

(Address)

(Address)

(Surety)

By _____

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

By _____
Attorney-in-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.