ALLEGANY COLLEGE OF MARYLAND
Workforce Development & Training Center Renovations
Bid/RFP Information Package & Instructions to Bidders
Issue Date: November 9, 2026

1. Project Overview and Procurement Summary

Notice to Bidders. Allegany College of Maryland invites sealed bids for the Workforce Development and Training Center Renovations in accordance with this BID/RFP Information Package, the drawings and specifications, and all issued addenda.

Project	Workforce Development and Training Center Renovations
State Project No.	CC-10-MC-25-488
Location	12401 Willowbrook Road, SE, Cumberland, Maryland
Owner/College	Allegany College of Maryland
Owner Representative/Agent	**Christina Kilduff; 301-784-5221; ckilduff@allegany.edu**
Contract Type	Lump Sum / Prime Contractor
Estimated Construction Cost	$11 -$12 Million

1.1 Scope of Work

The Work consists of a comprehensive renovation of the approximately 45-year-old, 20,400 SF, one-story academic building, including the demolition of selected portions, construction of a new high-volume lobby addition and elevated clerestory and roof, and the complete interior and exterior renovation as defined in the drawings and specifications incorporated by reference. The project includes civil, landscaping, architectural, structural, mechanical, electrical, and plumbing, fire protection and fire alarm, and information technology and audio-visual work. The Owner may make alterations, deviations, additions, or omissions within the general scope of the work. Such changes will be processed by change order and will not relieve the Contractor of its obligations.

1.2 Key Dates

ACTION	DATE	TIME
First Advertisement	November 9, 2026	
Mandatory Pre-Bid Conf & Site Tour	November 23, 2026	11:00 AM ET
Deadline For Bidder Questions	December 7, 2026	1:00 PM ET
Final Addendum	December 14, 2026	1:00 PM ET
Bids Due	**December 21, 2026**	**1:00 PM ET**
PUBLIC BID OPENING: *LOBBY of the COLLEGE CENTER, ACM Campus.*	December 21, 2026	1:30 PM ET
Notice of Shortlist/Interviews	January 6-12, 2027	
Final Selection/Award	**January 18, 2027**	
Contract Executed/NTP	February 8-22, 2027	
DATES ARE SUBJECT TO CHANGE BY WRITTEN ADDENDUM.		

2. Solicitation Documents and Communications

2.1 Procurement Documents

Procurement and contracting documents are available from **NOVEMBER 9, 2026 through DECEMBER 20, 2026** at **https://www.allegany.edu/rfp/index.html** and **https://Bidlocker.us**. The Contract Documents include this solicitation, the drawings and specifications, the form of agreement and supplemental conditions, the successful bid, required submittals, incorporated correspondence, and all addenda.

2.2 Questions and Addenda

Email questions to Christina Kilduff at ckilduff@allegany.edu by the deadline in Section 1.2. Use **"Allegany Owner WFTC"** as the subject line. Do not rely on oral explanations of the solicitation.

Only written addenda issued through **https://www.allegany.edu/rfp/index.html** and **https://Bidlocker.us** may change the solicitation. **Obtain and acknowledge every addendum**. Report any conflicting, unclear, or missing information promptly and before the bid deadline.

2.3 Communications and Accommodations

Direct all procurement communications to Christina Kilduff only. Contacting other Owner employees or faculty about this solicitation without express authorization may result in disqualification.

To request a reasonable accommodation, contact Christina Kilduff at 301-784-5221 at least three business days before the procurement event.

3. Mandatory Pre-Bid Conference and Site Visit

The mandatory pre-bid conference and site tour is on **NOVEMBER 23, 2026, at 11:00 AM ET** in **ROOMS 12–14 of the WORKFORCE DEVELOPMENT & TRAINING BUILDING**. **Look for the building marked "CONTINUING EDUCATION," the first building on the right after entering the main campus drive.**

Each bidder must review the scope of work, existing site conditions, access, constraints, and specification requirements. The successful bidder remains responsible for all contractual obligations even if it fails to investigate the site.

4. Bid Preparation and Electronic Submission

4.1 Delivery Method and Deadline

Submit one complete digital copy of the bid through Equity Hub Bid Locker. This portal is the only permitted method of submission. Bidders must register in advance. Oral, mailed, faxed, emailed, and hand-delivered bids will not be considered.

Bidders are encouraged to establish user accounts immediately after downloading the RFP documents. Confirming access early and fully reviewing Bid Locker's Vendor's Guide for Secure Submission. This may eliminate last-minute issues uploading your bid and required documents.

For general information to new users, we condensed Sections 2, 4, 5 and 6 of the Vendor' Guide into the following New User Quick Start:

- **Create your login.** Open https://bidlocker.us in Chrome/Chromium, Firefox, Safari, or Vivaldi and click “Sign Up.” Your email address serves as your username. Choose a password with at least 8 characters, including a number and a special character, or use “Sign in with Google.”
- **Set up your vendor profile.** Enter basic business information and your physical and mailing addresses. Additional business information, commodity codes, profile tags, a logo, and certifications are optional. After setup, you are automatically logged in.
- **Find the solicitation.** Select the agency on the Bid Locker home page and open the bid or RFP under “Our Active Solicitations.” Register/share your profile and answer any agency-specific questions if required. Request access if the solicitation is restricted.
- **Prepare completed bid documents.** Review the closing date and solicitation requirements. Download and read the attachments and any addenda. Complete all required forms and prepare separate files when the agency requires different document types.
- **Start your bid.** On the solicitation details page, click “submit bid.” Verify the solicitation title and closing date on the review page, then click “Begin Bid Submission.”
- **Upload completed documents.** In Step 1, click “Select files…” and choose your completed bid files. Upload one or several files and wait until every progress bar is completely filled.
- **Complete upload-page requirements.** If applicable, fill in required line items, check requirements only when satisfied, and select the document type for each file. Upload at least one file for every required document type. Your completed bid documents are now uploaded.

This is not a substitute for the official Vendor’s Guide available on the Bid Locker website. For Bid Locker technical support, contact help@bidlocker.us or 267-225-1407. Website is https://bidlocker.us.

4.2 Required Bid Contents

a) Complete and sign the Form of Bid/Proposal. Include the bidder’s full business address, telephone number, and the original signature of a person legally authorized to sign the contract. Provide evidence of signing authority if requested.
b) Include bid security of at least 10% of the total bid, effective for at least 120 days after the bid due date, as required by Section 5.2. Confirm the acceptable instrument, form, and electronic delivery requirements, and whether the security is based on the total bid or base bid; supplemental clauses refer to a bond or cashier’s check and to 10% of the base bid.
c) Include a letter from the surety company confirming its willingness and capacity to issue separate performance and labor and material payment bonds for this project, each equal to 100% of the contract price.
d) Complete and sign the Contractor’s Information Sheet.
e) Acknowledge every issued addendum.
f) Include a signed Bid/RFP Proposal Affidavit.
g) Include a signed Questions for Respondents form with answers to all Questions 1–75. Label responses on additional sheets with the corresponding question numbers and attach all requested supporting documents.
h) Include a tentative work schedule.
i) Identify all subcontractors. For each subcontractor, state the allocated dollar amount and that amount as a percentage of the total bid.

4.3 Accuracy, Modification, and Withdrawal

Bidders must submit accurate and complete bids. A bid may be changed or withdrawn only if the Owner receives written notice before the submission deadline. After the deadline, **bids may not be changed or withdrawn for 120**

days, unless the Owner determines that clear, demonstrable evidence shows a genuine bid error would cause the bidder substantial loss. If the same amount differs in words and numerals, the amount in words controls.

4.4 Public Opening of Bids

Bids will be opened and read aloud to the public on **DECEMBER 21, 2026, at 1:30 PM ET** in the **COLLEGE CENTER LOBBY** on the ACM campus.

5. Bidder Qualifications, Security, and Bonds

5.1 Qualifications and Responsibility

Bidders and subcontractors must have all licenses and registrations required for the work in Maryland. Before award, the successful bidder must show that it is responsible, eligible to contract, in good standing, and not suspended or debarred. It must also show that it has the required insurance, including workers' compensation coverage.

5.2 Bid Security

Provide bid security of at least 5% of the total bid, valid for at least 120 days after the bid due date. Only the following forms are acceptable: a satisfactory surety bond, and/or, as preapproved by the Owner, a qualifying bank instrument or trust account, or qualifying government-backed securities.

5.3 Performance and Payment Bonds

Before award and before work begins, the successful bidder must provide two separate bonds: a performance bond and a labor and material payment bond. Each must equal 100% of the contract price. If the bidder fails to sign the contract and provide the required bonds within the stated period, it may forfeit its bid security and be liable for other recoverable damages.

6. Evaluation, Award, and Owner Rights

6.1 Evaluation and Award Basis

The contract will be awarded to the highest-rated, responsible, qualified bidder submitting the lowest acceptable responsive bid. Award depends on funding, required approvals, verified qualifications, and the Owner's determination of its best interest. Evaluation will consider solicitation compliance and submission completeness; licenses and registrations; insurance capacity; bonding or other security capacity; financial responsibility; debarment status and legal eligibility; required certifications and affidavits; and conflicts and disclosures. See the separate evaluation section for details.

6.2 Clarifications and Verification

The Owner may check submitted information, contact references, and ask for clarification. Clarification must not substantially change a bid or make a bid that fails the solicitation's requirements acceptable.

6.3 Rejection and Cancellation

The Owner may reject any or all bids, cancel the solicitation, or waive minor irregularities when permitted by law. It may accept the responsive and responsible bid it determines is in its best interest. Reasons for rejection include

bids that are late, unsigned, incomplete, nonresponsive, unbalanced, or unsupported; financial instability; unsatisfactory references; failure to provide requested information; or failure to show the required qualifications.

7. State-Funded Project Requirements

This Project is funded wholly or partly by State capital funds. It must comply with applicable Maryland law, approved capital-project conditions, and current requirements of DGS, DBM, MHEC, and the Owner.

Participation goals: The Owner has set no participation goals for MBE, women-owned businesses, or veteran-owned small businesses. Document any use of certified firms.

Prevailing wage: Maryland prevailing-wage requirements apply. This package includes the applicable wage determination. Provide certified payroll records.

Workplace requirements: The Contractor must meet all applicable requirements for equal employment, nondiscrimination, a drug- and alcohol-free workplace, safety, environmental protection, and accessibility.

Public records: The Owner is subject to the Maryland Public Information Act. Clearly mark information you claim is confidential or proprietary and state the legal basis for withholding it. Marking information does not guarantee protection from disclosure.

8. Contract Formation and Post-Award Requirements

8.1 Agreement and Order of Precedence

The Owner and successful bidder will sign the specified AIA agreement, modified by the Owner's supplemental conditions and this solicitation. If terms conflict, the order of precedence in the final Contract Documents determines which terms apply.

8.2 Insurance and Required Submittals

Before work begins, the Contractor must provide certificates and endorsements showing all required insurance coverage. Contractor must keep this coverage in effect throughout the Contract. The Contractor must ensure that subcontractors also maintain the required coverage.

8.3 Subcontractors and Personnel

Before subcontracting any work, the Contractor must get the Owner's written approval. Identify each proposed subcontractor, its qualifications, and the work it will perform. The Contractor remains fully responsible for its employees, subcontractors, and agents, as well as all work, safety, discipline, and compliance.

8.4 Payment

The Owner will pay for accepted work according to the negotiated progress-payment schedule and the Contract Documents. Only the prime Contractor will receive payment from the Owner. The prime Contractor must pay subcontractors and suppliers on time. Invoices are due for payment within 30 days unless the final agreement states otherwise.

8.5 Assignment and Financial Condition

Before assigning or transferring the Contract, the Contractor must get the Owner's written approval. The Contractor must notify the Owner within seven business days of any financial change that could harm its ability to perform the Contract.

9. Construction Administration and Site Requirements

9.1 Schedule and Completion

The Contractor must reach Substantial Completion within the time stated in the Contract documents or Addedum. Unless otherwise directed, the successful bidder must attend a preconstruction conference and submit a detailed work schedule within five working days after notice of award. Time is of the essence.

9.2 Site Operations and Campus Continuity

Work only in authorized areas and coordinate all activities with the Owner. Keep access open and minimize noise and disruption. Do not block drives, roads, walkways, or building entrances, or interfere with operations in occupied areas. A qualified supervisor must be on site whenever work is in progress.

9.3 Safety, Hazardous Materials, and Incident Reporting

The Contractor must put a compliant safety and health program into practice and enforce it. Provide all required safety data sheets. Promptly report government inspections. Report incidents by the next business day and submit an incident report within 48 hours. Submit the required monthly safety summaries.

9.4 Permits, Utilities, and Protection

The Contractor is responsible for all permits, fees, licenses, and inspections. It must protect people and property and repair damage caused by its operations. The Owner may provide electricity and water when applicable. Unless otherwise stated, the Contractor must provide sanitary facilities.

9.5 Nonperformance, Cure, and Termination

Work is nonperforming if it fails to meet the Contract Documents, misses the required schedule, or is incomplete or unsatisfactory. As allowed by the Contract Documents, the Owner may require corrections, stop work, or withhold payment. The Owner may also terminate the Contract for default, lack of funding, or convenience.

10. Standard Legal and Administrative Terms

The final Contract Documents govern these requirements: compliance with laws; audit access; record retention; indemnification; and warranty. They also govern non-collusion; nondiscrimination; immigration compliance; anti-bribery certification; financial and political-contribution disclosures; and accessibility. Other requirements cover hazardous and toxic substances; corporate registration and good standing; tax status; and applicable Maryland ethics requirements.

11. Bidder Checklist

This checklist is for information only. The Owner does not guarantee that it includes or separately identifies every item required for a complete bid.

- ☐ Deliver: One complete digital bid via Equity Hub Bid Locker by December 21, 2026, 1:00 PM ET. No oral, mailed, faxed, emailed or hand-delivered bids.
- ☐ **Form of Bid/Proposal**: Complete and sign through a legally authorized representative; include full business address and telephone number. Provide signing-authority evidence if requested.
- ☐ Bid security: At least 10% of total bid; effective at least 120 days after bid due date. Clarify permitted instrument, acceptable form, electronic delivery and

total-bid versus base-bid basis because supplemental clauses differ.

- ☐ **Surety letter:** Confirm willingness to issue separate performance and labor and material payment bonds, each for 100% of contract price.
- ☐ **Contractor's Information Sheet**: Complete
- ☐ **Questions for Respondents**: Signed copy; answer every question, number additional-sheet responses and attach all requested supporting documents.
- ☐ **Bid/RFP Proposal Affidavit**: Complete representative's position, business name, disclosures or "None," company, printed name, title, signature and date.
- ☐ **Addenda and other documents**: Acknowledge every addendum; include all required affidavits, certifications, licenses, insurances, registrations, references, subcontractor information and forms.
- ☐ **Project Work Schedule and subcontractors**: Tentative work schedule; proposed subcontractor names, addresses, qualifications and scopes; major subcontractors if known; self-performed portions and percentages.
- ☐ Accuracy: Check prices, written amounts, figures, unit prices, extensions, scope coverage, omissions, qualifications and completeness. Words control over figures; supplemental terms give unit prices precedence over incorrect extensions.
- ☐ If claiming confidentiality, clearly mark the material and provide legal justification for withholding it under the Maryland Public Information Act.
- ☐ Verify all mandatory pass/fail requirements are supported: responsiveness/completeness; licenses/registrations; insurance capacity; bonding/surety capacity; financial responsibility/capacity; eligibility/debarment; safety record; workforce capacity/diversity; conflicts/disputes/litigation; and other Owner-specified project criteria. Obtain written clarification of unspecified standards or evidence requirements.
- ☐ Confirm mandatory pre-bid conference/site-tour attendance, advance Bid Locker registration, review of all Contract Documents/addenda, and completeness and accuracy of prices, scope and signatures.

12. Bid Locker Vendor and User Guide

Refer to the separate document for complete instructions on using Bid Locker.

13. Subcontractors List

Refer to the separate document.

ALLEGANY COLLEGE OF MARYLAND
Workforce Development & Training Center Renovations
Bid/RFP Information Package & Instructions to Bidders
Supplemental Terms and Conditions
Issue Date: November 9, 2026

1.0 Governing Laws, Regulations, and Owner Policies

1. **COMPLIANCE WITH ALL APPLICABLE LAWS AND POLICIES.** The contract shall be construed and interpreted according to Maryland law, with venue and jurisdiction in Allegany County, Maryland. While on the College's campus, Respondent agrees to comply with all applicable policies and procedures adopted by Owner and 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. Respondent 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.
2. **CONFLICTS IN LANGUAGE.** If federal law, Maryland law, Owner policy, the BID/RFP, the AIA Contract Documents, or these Supplemental Terms and Conditions conflict, **the Owner will determine which provision applies**. Applicable federal law controls first, followed by Maryland law and then Owner policy. Subject to those authorities, the BID/RFP generally controls over the other AIA Contract Documents.
3. **NON-CONVICTION OF BRIBERY.** The Respondent declares and affirms that 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.
4. **NON-COLLUSION.** Respondent 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; Respondent 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 Respondent 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.
5. **FINANCIAL DISCLOSURE.** The Contractor 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 ownership of the business. Respondent shall permit audit, fiscal, and programmatic monitoring of the work performed under any contract issued from this solicitation. The Owner shall have

access to, and the right to, examine and/or audit any records, books, documents and papers of Respondent and any subcontractor involving transactions related to this contract for a period of three (3) years after final payment.

6. **CONTRIBUTION DISCLOSURE.** The Contractor 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.
7. **CONTINGENT FEES.** The Respondent certifies that it has not paid or promised anyone compensation that depends on receiving this contract. This restriction does not apply to the Respondent's employees or authorized agents.
8. **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 before doing any interstate or foreign business in this State. The College may request a copy of the registration or application for registration.
9. **MARYLAND PUBLIC INFORMATION ACT.** Respondent recognizes that the Owner is subject to the Maryland Public Information Act, Title 10, Subtitle 6 of the State Government Article of the Annotated Code of Maryland. Respondent 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. Respondents are advised that, upon request for this information from a third party, the Owner will be required to make an independent determination whether the information will be disclosed.
10. **TAXES.** The Owner is exempt from federal and Maryland taxes. The Respondent is responsible for all taxes arising from the contract or related activities, including applicable **sales taxes**. For construction projects, COMAR 03.06.01.22C(2)(b) prohibits the use of a governmental entity's tax-exemption certificate to purchase materials that will be incorporated into real property.
11. **IMMIGRATION REFORM AND CONTROL ACT OF 1986.** The Respondent warrants that both the Respondent and/or any subcontractor of the Respondent 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 Respondent 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 Respondent's or any subcontractor of the Respondent's noncompliance with "IRCA." The Respondent 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 Respondent with "IRCA". The Respondent recognizes that it is the Respondent's responsibility to ensure that all certifications and verifications as required by law are obtained and maintained for the applicable time period.

12. **NON-DISCRIMINATION.** Contractor 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.
13. **ACCESSIBILITY.** The successful vendor shall comply with all applicable federal accessibility regulations, including the ADA, the Rehabilitation Act (Sections 504 & 508), and WCAG 2.1 Level AA for all web-based components. Conformance is required for the duration of the contract.
14. **MINORITY PARTICIPATION.** It is the policy of the Owner to encourage minority businesses to provide goods and services for the performance of Owner projects. Minority businesses are defined as firms that are 51% owned and controlled by a member of a socially or economically disadvantaged minority group, as defined in current law, women, and the mentally or physically disabled.
15. **NON-HIRING OF EMPLOYEES.** During the solicitation process and the term of the contract, no employee of the Owner, the State of Maryland, or any State department, commission, agency, or branch whose duties relate to or affect the subject matter of this bid may become an employee of the Contractor or any subcontractor under this contract.
16. **SEX OFFENDERS.** The Owner operates programs involving minor children. A vendor may not assign an employee who is required to register as a child sex offender under Maryland law to perform services on the Owner's campus. A violation of this provision constitutes grounds for termination for cause.

2.0 General Contract Terms, Conditions and Provisions

1. **CAMPUS DISRUPTION PROHIBITED.** Contractor will confine operations to the area indicated in the contract documents and will not unreasonably encumber the site with materials or equipment. Coordination and cooperation with the Owner shall be mandatory. It shall be the sole discretion of the Owner whether the Contractor's use of the site is interfering with operations, including Contractor's noise. Buildings will be occupied by staff during the duration of the work outlined. Under no circumstances shall any driveway, access road, or walkway be blocked by the Contractor's vehicles to prohibit use of, or disruption to pedestrian or vehicular traffic to the buildings.
2. **CARE OF PREMISES.** Precautions taken for safety and protection shall be in accordance with the mandatory requirements of the safety codes of Allegany County and the State of

Maryland. During the performance of the contract, the Contractor shall take 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 Contractor's neglect, directly or indirectly, shall be repaired to the College's satisfaction at the Contractor's expense to match conditions prior to start of contract.

3. **SUPERVISION.** The contractor is required to maintain on site, at all times when work is in progress on this project, a qualified supervisor who represents the contractor and is responsible for the entire project.
4. **UTILITIES.** The following will be made available to the Contractor by the Owner (if applicable): Electric and Water. The contractor shall provide sanitary facilities.
5. **DELIVERY.** Deliveries must be made to the designated location indicated by Owner. A packing slip shall be included in each shipment. No C.O.D. shipments or sidewalk deliveries will be accepted. Owner's employees will not accept or supervise unloading of deliveries.
6. **PRODUCT TESTING DURING TERM OF CONTRACT.** The Owner may test goods delivered under a contract resulting from this Invitation to Bid to confirm that they meet the specifications. The Owner may reject any shipment that does not fully comply. The Owner will pay to test a representative sample unless the shipment is rejected for failing to meet the specifications or purchase description. If the shipment is rejected for either reason, the Contractor must pay the testing costs.
7. **WARRANTY.** The Respondent warrants that all articles, materials, and work will meet every specification, drawing, sample, or other description furnished to or adopted by the Owner. They must be fit and sufficient for their intended purpose, merchantable, made with good materials and workmanship, and free of defects. This warranty survives the contract and is not waived by the College's acceptance or payment, whether in whole or in part. Unless otherwise stated, the warranty period is one year from acceptance of the delivered and installed items or completed work. The Respondent must pay for all repairs, replacements, and adjustments during the warranty period.
8. **HAZARDOUS AND TOXIC SUBSTANCES.** The Respondent must follow all applicable federal, state, and county laws, ordinances, and regulations on hazardous and toxic substances, including amendments and information-access requirements. For each hazardous chemical on the Chemical Information List, including later additions, provide the Owner with a Material Safety Data Sheet or, for a controlled hazardous waste substance, a hazardous waste manifest, as required by law.
9. **INDEMNIFICATION.** The Contractor shall indemnify and hold harmless the College, its Board of Trustees, officers, agents, employees, and volunteers from all claims, liabilities, damages, and expenses—including reasonable attorneys' fees and the costs of hearings and appeals—arising from bodily injury, personal injury, or property damage caused by any act or omission of the Contractor or its agents, servants, employees, or volunteers. This obligation does not apply to claims arising solely from the negligence of the College or its officers, agents, employees, or volunteers. This provision survives termination or completion of the Agreement.
10. **INSURANCE.** Contractor shall maintain such insurance as specified in the BID/RFP documents and as will indemnify and hold harmless the Owner from workers' compensation and public liability

claims for property damage and personal injury, including death, which may arise from the Contractor's operations under this contract, or by anyone directly or indirectly employed by the Contractor.

11. **SAFETY REQUIREMENTS.** The Contractor is responsible for establishing, maintaining, and supervising all safety precautions and programs for the work. The Contractor must ensure that its employees, agents, and lower-tier subcontractors comply with all applicable health and safety requirements, including federal and state OSHA regulations, local ordinances and codes, fire codes, DOT regulations, and the Owner's facility rules. Before work begins, the Contractor must submit its Safety and Health Program to the Owner for review and make any changes needed to comply with facility requirements. The Contractor must implement the program and maintain a safe and healthy environment for its personnel and the Owner's representatives. The Contractor must promptly notify the Owner of any government inspection or inquiry at the job site and provide a written report of the reason and result no later than the next business day. Work-related injuries, illnesses, and incidents must be reported to the Owner immediately, but no later than the next business day, followed by an Incident Report within forty-eight (48) hours. By the fifth working day of each month, the Contractor must submit a Monthly Safety Summary describing safety activities, events, and accident statistics. The Owner may audit the Contractor's safety records and statistical information at any time.
12. **MATERIAL SAFETY DATA SHEETS (MSDS).** Pursuant to OSHA (29 CFR 1910), where applicable, MSDS for the products supplied or used as a result of this contract must be sent to Director of Owner's Physical Plant. MSDS must show the contract number under which the products were supplied or used. The successful contractor shall submit Material Safety Data Sheets on any item requested by the project manager.
13. **PERMITS AND FEES.** The Contractor shall apply for, secure and pay for all permits, governmental fees and licenses necessary for proper execution and completion of the work including use and occupancy permits, electrical, plumbing, and all other permits. The Contractor shall secure certificates of inspection, occupancy, etc. as may be required by the authorities having jurisdiction over the work. These shall be delivered to the Owner upon completion of the work.
14. **TITLE TO EQUIPMENT.** In all instances, title to any equipment furnished or intended to be furnished, shall pass to the Owner on the date of acceptance.

3.0 Contract – Bidding Procedures and Owner Policies

1. **BID INSTRUMENTS.** Bid instruments include the RFP, addenda, supplemental terms and conditions, contract terms, drawings, and specifications. The Respondent must pay all costs of preparing and submitting its bid.
2. **REJECTIONS AND CANCELLATIONS.** The Owner may accept or reject any or all bids, in whole or in part, for any reason, including project funding availability. The Owner may waive informalities and make awards in the College's best interest. The Owner may also reject a bid from a Respondent that failed to perform adequately under a previous contract. The

Owner may cancel all or part of this solicitation at its sole discretion.

3. **CANCELLATION.** The Owner may cancel this solicitation or reject all bids if the College's Board of Trustees determines that doing so is financially advantageous or in the Owner's best interest.
4. **CONTRACTORS.** This invitation is open to individuals or firms bidding as prime Contractors. The Contractor must perform the work with bona fide employees. A subcontractor may not assume the prime contract award, and using subcontractors does not relieve the Contractor of any contract obligation or responsibility. The Owner may reject any subcontractor.
5. **BID AND PERFORMANCE SECURITY.** Each bid must include a bid bond equal to **5%** of the bid, payable to Allegany College of Maryland. **Cashier's checks or other financial instruments equal to 5% of the bid, and payable to Allegany College of Maryland, must be PRE-APPROVED by the Owner's Agent.** Bonds must use a form acceptable to the Owner and be issued by a company licensed to issue bonds in Maryland**. If a bid bond is not used, Respondent must contact Owner's Agent no later than December 14, 2026 for written instructions on delivery of the surety.** A bid without security is nonresponsive. Upon request, security will be returned to all but the three lowest Respondents within fifteen (15) days after bid opening. After bid award, the remaining security, except the successful Respondent's, will be returned upon request within five (5) days. When required, an acceptable performance bond in the designated award amount must be submitted before award.
6. **ADDENDA.** The Owner may amend or supplement this Bid/RFP before the bid due date. The Owner's Agent will post any addendum on the solicitation website for all prospective Respondents. Addenda will be clearly identified and, whenever possible, posted at least 48 hours before bid opening. Each prospective Respondent is responsible for monitoring the website and obtaining all addenda.
7. **PREPARATION OF BID.** An authorized representative must sign each bid. Owner may require evidence supporting any criterion used to evaluate or rank the bid.
8. **DELIVERY OF BIDS.** Bids must be received through Equity Hub's Bid Locker by the date and time in the bid schedule. Oral, mailed, faxed, or hand-delivered bids or proposals will not be considered.
9. **SIGNATURE.** Each bid must include the Respondent's full business address and telephone number and an original signature from the person or persons legally authorized to sign the contract. An unsigned bid will not be accepted. Bid and contract correspondence will be sent to the address listed in the bid.
10. **WITHDRAWAL OF BIDS.** A Respondent may withdraw its bid only by a written request received before bid opening. Send it early enough to arrive before the scheduled opening; the Owner is not responsible for timely receipt. After bid opening, bids cannot be withdrawn. Mistakes or omissions do not release the Respondent from its bid obligations.
11. **ERRORS IN BIDS.** Respondents must understand all conditions, requirements, and specifications before bidding. Failure to do so is at their own risk. Errors found after bid opening cannot be corrected. If an extended price is incorrect, the unit price controls. The bid itself must clearly show the Respondent's intent.
12. **BID BOND.** Each bid must include a properly executed bid bond from a surety acceptable to the College, in favor of the Owner, for at least **five percent** of the base bid. Bid bonds will be returned upon

request to all but the three lowest bidders. The bonds of the remaining unsuccessful bidders will be returned upon request within 48 hours after contract execution.

13. **SUBCONTRACTORS.** Respondents must provide the names and addresses of all proposed subcontractors. Subcontractors must meet all applicable prime-contractor requirements, federal and state laws and regulations, and relevant terms and conditions of this solicitation. The Owner may reject any subcontractor; only College-approved subcontractors may be used. If Owner rejects a subcontractor, the Respondent must promptly propose an acceptable replacement without changing any contract unit price or the total contract sum. Failure to do so may result in bid rejection. Contractor remains responsible for contract performance whether or not it uses subcontractors.
14. **ACCEPTANCE PERIOD.** Bids remain valid for one hundred and twenty (120) days unless this Bid/RFP specifies a different period. At the end of that period, the Respondent may withdraw its bid by written request. Otherwise, the bid remains in effect until award or cancellation of the solicitation.
15. **AWARD CONSIDERATIONS.** Award will be based on the criteria stated earlier in this RFP. The Owner may award all or part of the bid at its sole discretion. Prompt-payment discounts will not be considered in bid evaluation.
16. **REFERENCES.** References must confirm, without reservation, that the Respondent can provide the service required by this solicitation. References from higher education institutions or government agencies are preferred but not required.
17. **MANDATORY SITE VISIT.** Before bidding, Respondents must attend the mandatory pre-bid conference and site tour on the date specified in Section 1.2, at which time Owner will review the scope of work, existing conditions, access, constraints, and project specifications. Bidder should confirm exact dimensions of the areas involved and report any discrepancies to the Owner. The successful Respondent remains responsible for all contractual obligations even if it fails to investigate the site. No allowance will be made for additional work resulting from failure to visit the site or obtain exact dimensions.

4.0 Contract – Contractual Obligations & Requirements

1. **CONTRACT DOCUMENTS.** The contract consists of the BID/RFP, its general and supplemental terms and conditions, A/E drawings, and material specifications; the signed AIA Agreement; and the Contractor's bid response.
2. **SPECIFICATIONS AND SCOPE OF WORK.** The specifications may not list every technical requirement needed to achieve the intended result. By accepting the award, the Contractor agrees to provide all labor, materials, products, processes, and other items needed to complete the work. Before accepting the award, the Respondent must notify the Owner in writing of any omission it identifies that may affect the contract price. Any omission not disclosed before award is considered accepted, and the Contractor must pay any resulting additional costs.
3. **CONTRACT AMENDMENT/ CHANGE ORDER.** 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 Owner before performing additional work on the project. The Contractor cannot make changes to the scope of work unless a price for those products or services has been negotiated with the College, and the Contractor has received a signed contract amendment.

4. **GENERAL OBLIGATIONS.** Unless the Contract Documents state otherwise, the Contractor must provide and pay for all labor, materials, equipment, tools, machinery, transportation, and services needed to complete the work. Contractor must maintain discipline and order among its personnel and assign only workers who are qualified for their tasks. Owner may require the removal of any construction worker from the site. All Contractor personnel must wear hard hats and visible identification while on the work site.
5. **CONTRACT DEADLINES.** The Contractor is contractually obligated to meet all agreed upon deadlines. Failure of the Contractor to meet any deadline is grounds for termination by default. If the Contractor defaults, the Owner reserves the right to assess damages and/or make an open market purchase.
6. **LIQUIDATED DAMAGES.** Time is of the essence. Project must be completed according to project schedule. Damages will apply.
7. **SUBCONTRACTOR.** Contractors agree that they will be fully responsible to the Owner for any acts and omissions of their subcontractors and of persons directly or indirectly employed by them. Nothing contained in these contract documents shall create any contractual relationship between any subcontractor and the College. Prior to receiving each payment of a current estimate and final estimate, the Contractor shall certify in writing that payments have been made from proceeds of prior payments, and that timely payments will be made from proceeds of the current estimate and final estimate payment then due, to the subcontractors and suppliers in accordance with the contractual arrangements with them.
8. **SUBCONTRACTING AND ASSIGNMENT.** Respondent shall not assign any contract or any rights or obligations hereunder without obtaining prior written consent from the College. No contract shall be made by Respondent with any other party for furnishing the services to be performed under a contract issued from this solicitation without the written approval of the Owner. These provisions will not be taken as requiring the approval of the contract of employment between Respondent and its personnel.
9. **RECORD RETENTION.** Contractor shall maintain books and records relating to the subject matter of this agreement for a period of three (3) years from the date of final payment under this agreement.
10. **BILLING AND PAYMENT.** All invoices will be paid within (30) days 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.
11. **FINAL PAYMENT.** After the Contractor reports that the work is complete, the Owner will promptly conduct a final inspection. If the work complies with the Agreement, the Owner's representative will approve the final invoice. Before submitting that invoice, the Contractor must provide any requested proof that all project-related payroll, material, and other obligations have been paid. The Owner will issue final payment within ten (10) calendar days after the Finance Office receives the approved invoice. By

accepting final payment, the Contractor releases the Owner from all claims related to the work. Inspection, acceptance, payment, possession, or an extension of time does not waive any contract requirement, right, or claim for damages. Waiving one breach does not waive another breach.

12. **SAMPLES AND CATALOG CUTS.** Respondent is responsible for delivering sample cuts to the Owner. The Owner may test submitted samples, materials, equipment, or supplies to determine compliance with the specifications. Samples will not be returned.
13. **PERFORMANCE ACCEPTANCE PERIOD.** The selected Contractor shall complete an acceptance trial period of up to ninety (90) consecutive calendar days. During this period, the Contractor must perform in accordance with the specifications and its bid. If the Contractor fails to meet any requirement, the Owner may reject the services, declare the Contractor in default, and terminate any written or oral agreement without penalty or further obligation to the College. The Owner's determination regarding the acceptability of the services is final.
14. **PERFORMANCE, LABOR AND MATERIALS BONDS.** The successful bidder must provide a performance bond and a labor and materials payment bond. Each bond must equal 100 percent of the contract price. The performance bond guarantees completion of the construction, alteration, or repair work. The payment bond guarantees payment to all persons providing labor or materials. The bidder must include with its bid a letter from the bonding company confirming its willingness to issue both bonds. The successful bidder must deliver the bonds to the College within five (5) days after notice of award.
15. **INSURANCE.** The Contractor must maintain all insurance required by the Owner throughout the Agreement. Insurance does not limit the Contractor's obligations or liability. Policies must be issued by insurers licensed in Maryland and rated at least A- by AM Best, unless the College approves an exception. Before work begins, the Contractor must provide the College with a signed certificate showing all required coverage and endorsements. The Contractor must ensure that each subcontractor carries the same coverage, either under its own policies or the Contractor's policies, unless the College approves an exception. Subcontractor policies must be available to the Owner upon request. The Contractor must give the Owner at least thirty (30) days' written notice before any policy is changed, canceled, or not renewed and must provide a replacement certificate before the change takes effect. Payments may be suspended until a current certificate is provided. If acceptable proof of insurance is not provided within seven (7) days after written notice, the Owner may terminate the Agreement and charge the Contractor for any additional cost to complete the unfinished work. Liability coverage may not exclude the Owner's supervision, inspection, or engineering services. The Contractor remains responsible for the work and project property and must indemnify the Owner against workers' compensation claims by employees of uninsured subcontractors.
16. **WORK SCHEDULE.** The successful bidder will attend a pre-construction conference within five (5) days after contract award at which time a detailed written schedule shall be submitted. This job plan should detail all work activities with related time schedules. All requests for outages shall

be submitted in writing to the Facilities Office ten (10) days prior to the intended shutdown.

5.0 Contract – Disputes and Termination

1. **RIGHT TO STOP WORK.** If the Owner determines, either directly or indirectly, that the Contractor's performance is not within the specifications, terms or conditions of this bid and/or that the quality of the job is unacceptable, the Owner 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 Owner also reserves the right to rebid this contract if it is decided that performance is not within the specifications as published.
2. **NOTICE TO CURE.** If the Owner determines that the Contractor's performance is unsatisfactory, the Owner will provide written notice describing the deficiencies. The Contractor must correct the deficiencies within thirty (30) calendar days after receiving the notice. If the Contractor does not complete the required corrections within that period, the Owner may terminate the contract.
3. **TERMINATION OF CONTRACT.** The Owner may terminate the Contract if the Contractor fails to meet mandatory requirements or deadlines, does not promptly resolve problems, performs unsatisfactorily, or if funding is unavailable. Except when immediate termination is permitted, the Owner will give the Contractor written notice of the deficiency and ten (10) calendar days to correct it. If the Contractor does not correct the deficiency within that period, the Owner may terminate the Contract.
4. **TERMINATION FOR THE CONVENIENCE OF THE OWNER.** The Board of Trustees of Allegany College of Maryland may terminate all or part of the contract at any time when it determines that termination is in the College's best interest. Termination is effective when the contractor receives notice. The owner will pay only for work or services completed before the effective termination date in accordance with the contract's payment terms. The contractor will not be paid for anticipated profits or unperformed work.
5. **TERMINATION BASED ON LACK OF FUNDING.** Any contract awarded 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 Allegany College of Maryland. Insufficient funds shall be grounds for immediate termination of the contract.
6. **TERMINATION FOR DEFAULT.** If an award results from this bid, and the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the College. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination.

ALLEGANY COLLEGE OF MARYLAND
Workforce Development & Training Center Renovations
Bid/RFP Information Package & Instructions to Bidders
Evaluation & Qualification Criteria /Scoring of Respondents
Issue Date: November 9, 2026

1.0 EVALUATION PROCESS

1. **Review submitted information.** The Owner's Evaluation Team of five (5) with relevant technical, commercial, and risk expertise will assess and score these qualitative criteria will use the forms and information included in each bid submittal to evaluate the bid submission.

2. **Check responsiveness and completeness.** The Team will check whether each proposal meets the submission requirements. The College may reject incomplete or nonresponsive submittals, including those missing required forms or bid security.

3. **Clarify submitted** information**.** The College may request clarification to determine whether a bid contains an error or whether a waiver of a formality, informality, or technicality is appropriate.

4. **Obtain supporting information.** Respondents must provide the information and data the College needs to determine bidder responsibility and responsiveness to the stated requirements.

5. **Verify the firm's ability to perform.** The College may investigate whether the firm can complete the Project work specified.

7. **Evaluate and score qualified proposals.** The Team will evaluate proposals that have not been rejected against the specifications and evaluation criteria in this Bid/RFP and assign scores using those criteria.

7. **Notify respondents not eligible for award.** The College will notify respondents whose qualifications the Team determines are not reasonably acceptable for selection for award.

8. **Shortlisting.** The College **will** shortlist the highest-scoring respondents.

9. **Recommend award.** The Team will recommend the firm judged best qualified and offering the best value to perform the Work and serve the College's best interests.

2.0 EVALUATION CRITERIA

Each proposal's total score is calculated by adding the scores for all evaluation criteria. The criteria and their assigned points are identified in the following sections.

3.0 MANDATORY PASS/FAIL CRITERIA

Evaluators will **confirm mandatory requirements first**, then score responsive bidders against the weighted criteria. Only bidders **passing every mandatory requirement** proceed to weighted evaluation. Mandatory requirements include (1) a responsive and complete bid submission; (2) license and registrations; (3) insurance capacity; (4) bonding and surety capacity; (5) financial responsibility and capacity; (6) eligibility and debarment; (7) safety record; (8) workforce capacity and diversity; (9) conflicts, disputes and litigation; (10) other project specific criteria determined by Owner.

4.0 WEIGHTED CRITERIA

Evaluators will then use the following definitions to evaluate bid submittals and bidder consistently and assign point values as follows:

NO RESPONSE, UNACCEPTABLE, OR MATERIAL DEFICIENCY	0 POINTS
POOR; MAJOR WEAKNESSES AND HIGH RISK	1 POINT
BELOW EXPECTATIONS; NOTABLE WEAKNESSES OR RISK	2 POINTS
MEETS REQUIREMENTS; ACCEPTABLE RISK	3 POINTS
EXCEEDS REQUIREMENTS; STRONG EVIDENCE AND LOW RISK	4 POINTS
EXCEPTIONAL; CLEARLY SUPERIOR, WELL-SUPPORTED, MINIMAL RISK	5 POINTS

Evaluators will then finish scoring responsive bidders by applying the following percentage weight assigned below:

RELEVANT PROJECT EXPERIENCE	20%
KEY PERSONNEL AND ORGANIZATION	10%
SCHEDULE AND CAPACITY	15%
SAFETY PERFORMANCE	10%
PAST PERFORMANCE AND REFERENCES	15%
FINANCIAL STRENGTH AND BONDING	5%
SUBCONTRACTOR AND SUPPLIER PLAN	5%
QUALITY MANAGEMENT	5%
CLAIMS, LITIGATION, AND COMPLIANCE HISTORY	5%
COST AND BID COMPLETENESS	5%
OTHER FACTORS: PROXIMITY	5%

5.0 SCORING METHOD

Calculation: Weighted score = rating × criterion weight.
Add all weighted scores for a maximum total **of 50.**
Evaluators will use a preprinted scoring matrix to record their determinations.

6.0 AWARD AND AWARD RECORD

Evaluators will compare bids on a common scope and investigate unusually low prices, omissions, qualifications, and unbalanced line items. They will interview shortlisted bidders and verify references, staffing commitments, subcontractors, schedules, safety data, financial capacity, and disclosures. The award record will document the strengths, weaknesses, risks, and supporting evidence for each score, together with consensus scores, clarifications, exceptions, conflicts of interest, and the rationale for the final best-value recommendation.

FINAL AWARD will be documented in a letter presenting the final recommendation and identifying the recommended bidder, total weighted score, key strengths, key risks or conditions, price and variance from the estimate, and approval and date.

ALLEGANY COLLEGE OF MARYLAND
Workforce Development & Training Center Renovations
Bid/RFP Information Package & Instructions to Bidders

Insurance Requirements for General Contracts

Issue Date: November 9, 2026

Before beginning work—and as a condition of payment—the contractor must obtain and maintain, at its own expense, all insurance required by this BID/RFP and the related Contract Documents. Coverage must remain in effect for the full contract term, including any extensions. Each insurer must be authorized to do business in the state where the project is located and must have an A.M. Best rating of at least A−, Class VII. The contractor and its subcontractors must disclose and pay all deductibles and self-insured retentions.

COMMERCIAL GENERAL LIABILITY INSURANCE INCLUDING PRODUCTS/COMPLETED	**Minimum Coverage Limits** $1,000,000 Each Occurrence (Bodily Injury and Property Damage) $1,000,000 Personal Injury $2,000,000 General Aggregate
COMMERCIAL GENERAL LIABILITY INSURANCE INCLUDING PRODUCTS/COMPLETED	$2,000,000 Products/Completed Operations Aggregate $1,000,000 Fire Damage $5,000 Medical Expense Each Person
AUTOMOBILE LIABILITY INSURANCE Owned, hired, and non-owned automobile coverage, including bodily injury and property damage per occurrence.	**Minimum Coverage Limits** $1,000,000 Combined Single Limit
WORKERS' COMPENSATION & EMPLOYER'S LIABILITY INSURANCE	**Minimum Coverage Limits** $500,000 Each accident for bodily injury by accident $500,000 Policy limit for bodily injury by disease and $500,000 Each employee for bodily injury by disease
COMMERCIAL UMBRELLA LIABILITY INSURANCE Must provide coverage in excess of the limits of employers' liability, commercial general liability and business automobile liability. The policy must include coverage as broad as primary insurance.	**Minimum Coverage Limits** $10,000,000 Each Occurrence $10,000,000 Aggregate

A. CERTIFICATE OF INSURANCE & ADDITIONAL REQUIREMENTS

1) All insurance policies must be endorsed to provide Allegany College of Maryland with at least 30 days' prior written notice of cancellation, nonrenewal, or any material change to coverage required by this BID/RFP.

2) Allegany College of Maryland must be named as an additional insured under the Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, and any applicable special insurance policies.

3) The prime contractor must require each subcontractor to maintain the specified limits and endorsements and must submit the subcontractor's certificates of insurance and related endorsements to the Owner for review.

4) The prime contractor and all subcontractors must maintain the required coverage for themselves and all additional insureds for at least two years after completion of the Work, or for any longer period required by the Contract Documents.

5) The required insurance must include cross-liability coverage through a standard ISO separation-of-insureds provision or its equivalent.

6) The Contractor and Owner agree that coverage provided to each additional insured will be primary and noncontributory. Any insurance maintained by the Owner will be excess and will not contribute with the Contractor's insurance.

7) The Contractor must provide policy endorsements confirming these requirements, including ISO forms CG 20 01 04 13 and CG 20 37 04 13, or equivalent forms. The certificate of insurance must include the following acknowledgment. Failure to provide the endorsements or acknowledgment does not reduce the Contractor's liability under the Contract:

> *"Allegany College of Maryland is an additional insured under the required liability policies on a primary and noncontributory basis for ongoing and completed operations. A waiver of subrogation in favor of Allegany College of Maryland applies to all policies required under this Contract."*

B. WAIVER OF SUBROGATION. The contractor waives its right to recover from the Owner, the Owner's subcontractors and consultants, and their respective trustees, directors, officers, employees, and agents for damages covered by insurance required under this contract. At its own expense, the contractor must obtain and provide the Owner with all endorsements needed to confirm this waiver.

C. INDEMNIFICATON. The contractor must defend, indemnify, and hold harmless the College and its officers, agents, and employees from all claims, liabilities, penalties, costs, losses, damages, expenses, judgments, and reasonable attorneys' fees arising from injury, death, or property damage connected with the contractor's work. This obligation applies to the acts or omissions of the contractor and its agents or employees, including negligent or willful conduct. It does not apply when the injury or damage results solely from the negligence or willful misconduct of the College or its officers, agents, or employees. The College must promptly notify the contractor in writing of any covered claim or action. The contractor must then promptly assume and conduct the defense. The College may participate through its own counsel at its own expense.

ALLEGANY COLLEGE OF MARYLAND
Workforce Development & Training Center Renovations
Bid/RFP Information Package & Instructions to Bidders

Questions for Respondents – A signed copy of this Form Must accompany Bid Submission

Issue Date: November 9, 2026

INSTRUCTIONS: Answer all questions. If you use additional sheets, label each response with the corresponding question number.

1. Indicate the type of work your organization typically performs: ( ) General Contracting ( ) Construction Management ( ) HVAC Contracting ( ) Electrical Contracting ( ) Plumbing Contracting ( ) Other (specify).

2. What is your organization's full legal name?

3. What other business or trade names does your organization currently use? For each name, identify the jurisdictions in which it is registered to do business.

4. What business or trade names have your organization used in the past? For each name, identify the period of use and the jurisdiction in which it was used.

5. What is your organization's main business address, and where are its other offices? If there are multiple offices, you may attach a list or provide a website.

6. Indicate your organization's legal structure: ( ) sole proprietorship ( ) partnership ( ) limited liability company ( ) corporation ( ) joint venture ( ) other (specify).

7. If your organization is a corporation, where and when was it incorporated? Who are its four highest-ranking officers, and what are their titles?

8. If your organization is a partnership, who are its partners, and when was it formed?

9. If your organization is individually owned, who owns it, and when was it formed?

10. If your organization has another legal structure, what is it, and who are its leaders?

11. Does your organization own any other construction-related businesses? If yes, describe each business and state your organization's ownership percentage.

12. How many years has your organization been in business?

13. How many full-time employees does your organization have?

14. Identify your organization's North American Industry Classification System (NAICS) codes and their corresponding titles and indicate the primary code.

15. Is your organization certified in a government-recognized special business category, such as minority business enterprise, woman business enterprise, service-disabled veteran-owned small business, woman-owned small business, HUBZone small business, or a small, disadvantaged business in the 8(a) Business Development Program? For each certification, who issued it, and where does it apply?

16. Consider ongoing or completed projects similar to this project. Which four best demonstrate your organization's experience and capabilities?

17. What is the total dollar value of work your organization currently has under contract?

18. Of the work under contract reported in Question 17, what is the dollar value of the work remaining to be completed?

19. What was your organization's average annual dollar value for construction work over the last five years?

20. What qualities, accreditations, services, skills, or personnel set your organization apart?

21. Does your organization use building information modeling (BIM)? If yes, how does it use BIM and which software does it regularly use?

22. Does your organization use a project management information system? If yes, which one?

23. Provide three client references, including each reference's name, organization, and contact information.

24. Provide three references from architects with whom your organization has worked, including each reference's name, organization, and contact information.

25. Provide one bank reference, including the contact person's name, organization, and contact information.

26. Provide three subcontractors or other trade references, including each reference's name, organization, and contact information.

27. What is your organization's federal tax identification number?

28. Please attach your organization's most recent D&B report and/or BBB rating or profile, along with a letter from your financial institution confirming that your organization is in good standing.

29. Within the last ten years, has your organization, its parent, or any subsidiary, affiliate, or other entity with common ownership or management been involved in bankruptcy proceedings?

30. Identify your organization's preferred credit rating agency, such as Dun & Bradstreet or Equifax. Provide the identification number or other search information needed to locate your organization's credit rating.

31. Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits involving more than $75,000 against your organization, its parent, any subsidiary, affiliate, or other entity with common ownership or management, or any leaders listed in your legal structure answers? If yes, explain.

32. In the last five years, has your organization, its parent, or any subsidiary, affiliate, or other entity with common ownership or management failed to complete awarded work? If yes, explain.

33. In the last five years, has your organization, its parent, or any subsidiary, affiliate, or other entity with common ownership or management had a construction contract terminated for any reason other than the owner's convenience? If yes, explain.

34. In the last five years, has your organization, its parent, or any subsidiary, affiliate, or other entity with common ownership or management been involved in a construction-related judgment, settlement, or award for which your organization was financially responsible for more than $75,000? If yes, explain.

35. In the last five years, has your organization, its parent, or any subsidiary, affiliate, or other entity with common ownership or management filed a lawsuit or requested arbitration about a construction project? If yes, explain.

36. In the last five years, has your organization, its parent, any subsidiary, affiliate, or other entity with common ownership or management, or any leaders listed in your legal structure answers been convicted of or indicted for a business-related crime? If yes, explain.

37. In the last five years, has your organization, its parent, any subsidiary, affiliate, or other entity with common ownership or management, or any leaders listed in your legal structure answers had a business or professional license subject to disciplinary action? If yes, explain.

38. In the last five years, has your organization, its parent, any subsidiary, affiliate, or other entity with common ownership or management, or any leaders listed in your legal structure answers been penalized or fined by a state or federal environmental agency? If yes, explain.

39. Does your organization, its parent, any subsidiary, affiliate, or other entity with common ownership or management, or any leaders identified in your legal structure answers have a conflict of interest involving this project? If yes, describe.

40. Identify the office or branch of your organization that will be responsible for performing the work on this project.

41. When was the office or branch identified in Question 40 established?

42. How many full-time field staff and full-time office staff are assigned to the office or branch identified in Question 40? Report separate totals for each group.

43. Identify the business licenses, contractor licenses, and registration numbers applicable to the work that the office or branch will perform on this project.

44. Who from your organization will have a significant role on this project? For each person, provide their project role, office location, expertise and experience, and similar projects they have worked on.

45. Identify the portions and % of this project that your organization will perform with its own workforce rather than subcontract to others.

46. Identify the subcontractors your organization plans to use for the major portions of this project, if known.

47. What is the total dollar value of work currently under contract for the office or branch identified in Question 40?

48. Of the work under contract reported in Question 47, what is the dollar value of the work remaining to be completed?

49. What was the average annual dollar value of construction work performed by the office or branch identified in Question 40 over the last five years?

50. How many projects has the office or branch identified in Question 40 completed in the last five years? What was the dollar value of its largest completed contract during that period?

51. Does the office or branch identified in Question 40 have a written safety program?

52. What safety-related citations and penalties have the office or branch identified in Question 40 received in the last three years?

53. Provide OSHA Form 300A, Summary of Work-Related Injuries and Illnesses, for the office or branch identified in Question 40 for each of the last three years?

54. Provide a letter from your insurance agent verifying your organization’s current workers’ compensation experience modification rate and its rate for each of the last three years?

55. Provide current certificates of insurance for commercial general liability, umbrella coverage, and professional liability coverage, if carried? Identify any deductibles or self-insured retentions under your commercial general liability policy.

56. If requested, can your organization provide builder's risk "all-risks" completed-value insurance, or equivalent property coverage, for the entire project's replacement cost?

57. Does your commercial general liability policy have exclusions or coverage restrictions prohibited by AIA Document A101-2017, Exhibit A. If yes, identify them.

58. Provide letter from your Surety company that your organization can provide a performance and materials payment bond for this project?

59. What is the name of your Surety company?

60. Who is your surety agent, and what is their contact information?

61. What is your organization's total bonding capacity?

62. How much bonding capacity is available as of the date of this qualification statement?

63. Refer to the four completed or ongoing projects performed by the office or branch identified in Question 16. Provide the details requested in Questions 64–75 on a separate sheet for each project.

64. For each project identified in Question 63, provide the project's name.

65. For each project identified in Question 63, provide its location.

66. For each project identified in Question 63, identify the project type.

67. For each project identified in Question 63, identify the owner.

68. For each project identified in Question 63, identify the architect.

69. For each project identified in Question 63, identify the contractor's project executive.

70. For each project identified in Question 63, identify the key personnel and their titles.

71. For each project identified in Question 63, provide the contract amount.

72. For each project identified in Question 63, provide the actual completion date for completed projects or the anticipated completion date for ongoing projects.

73. For each project identified in Question 63, state the percentage of work performed by your organization's own workforce. For ongoing projects, identify the percentage as actual to date or anticipated at completion.

74. For each project identified in Question 63, identify the delivery method: design-bid-build, design-build, construction manager as constructor (CM constructor), construction manager as advisor (CM advisor), or other (specify).

75. Within the last ten years, has your organization, its parent, or any subsidiary, affiliate, or other entity with common ownership or management been involved in a contract with Allegany College of Maryland? If yes, please describe the work performed and approximate dates.

I 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.

Company: _____

Authorized Representative's Printed Name:_____

Title: _____

Authorized Signature: _____

Date: _____

ALLEGANY COLLEGE OF MARYLAND
Workforce Development & Training Center Renovations
Bid/RFP Information Package & Instructions to Bidders

Bid/RFP Proposal Affidavit - Signed Form must be included with Bid Submittal

Issue Date: November 9, 2026

A. Authorized Representative

I hereby affirm that I am the _____ and the duly authorized representative of _____ and I possess the legal authority to make this affidavit on behalf of myself and the business for which I am acting.

B. Certifications and Affirmations

On behalf of the business, I certify and affirm that:

1. The business complies with Maryland's commercial nondiscrimination policy.
2. The business has complied with applicable minority business enterprise and veteran-owned small business enterprise requirements.
3. Except as disclosed below, neither I, the business, nor applicable officers, directors, partners, controlling stockholders, or employees involved in contracting activities have been subject to the convictions, pleas, judgments, admissions, suspensions, suspensions, or debarments identified in the solicitation.
4. The business was not established and does not operate to evade debarment requirements and, except as disclosed below, is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business.
5. The business has not knowingly contracted with a public body to use a suspended or debarred person in providing goods or services.
6. The business has not colluded, fixed bid prices, or otherwise restrained competitive bidding.
7. Except for amounts validly contested, the business has paid or arranged payment of Maryland taxes and has filed all required returns and reports.
8. The business has not paid or agreed to pay an improper contingent fee to secure the contract.
9. The business satisfies the applicable certification concerning investments in Iran.
10. For applicable supplies and services contracts, the business has complied with conflict-minerals disclosure requirements.
11. Environmental claims relating to products or services in the bid or proposal comply with applicable federal trade commission guidance.
12. To the best of my knowledge, no Allegany college of Maryland trustee or employee, or specified immediate family member, owns assets in the business and is employed by the college.

C. Required Disclosures or Exceptions

List any matter preventing an unqualified affirmation, including relevant dates, persons, positions, courts or agencies, dispositions, corrective actions, and current status: (If none, write **"None."**)

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D. Acknowledgment

I ACKNOWLEDGE THAT THIS AFFIDAVIT WILL BE FURNISHED TO THE PROCUREMENT OFFICER AND MAY BE DISTRIBUTED TO GOVERNMENTAL ENTITIES. I UNDERSTAND THAT IT IS SUBJECT TO APPLICABLE FEDERAL AND MARYLAND CIVIL AND CRIMINAL LAWS AND DOES NOT WAIVE ANY GOVERNMENTAL STATUTORY RIGHT OR REMEDY RELATING TO MISREPRESENTATION OR BREACH.

I 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.

Company:_____

Authorized Representative's Printed Name: _____

Title: _____

Authorized Signature: _____

Date: _____