



# HOWARD

COMMUNITY COLLEGE

*You Can Get There From Here.*

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

**REQUEST FOR PROPOSALS  
Human Resources Renovation Project  
BID NUMBER 12P-015**

All sealed Proposal responses **MUST BE RECEIVED** in the Finance Office, RCF 201, by **2:00 p.m.** local time on **March 16, 2012**.

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

Elizabeth H. Moss  
Director of Procurement

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

February 22, 2012

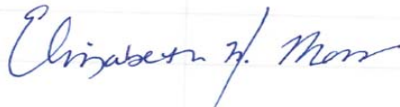
To All Interested Firms:

The Board of Trustees of Howard Community College invites proposals from General Contractors to renovate the College's Human Resources Office. Proposals will be accepted at Howard Community College, Finance Office, Rouse Student Services Building (RCF), Room 201, 10901 Little Patuxent Parkway, Columbia, Maryland 21044 until 2:00 p.m. on March 16, 2012, at which time and place the names of the firms submitting proposals will be recorded. Late submittals will not be considered. It is the responsibility of each firm to ensure that their submittal is delivered to the proper place prior to the scheduled date and time.

Copies of the Request for Proposal (RFP) may be obtained from the Howard Community College solicitation website at: [www.howardcc.edu/business\\_services/purchasing/bid\\_requests.html](http://www.howardcc.edu/business_services/purchasing/bid_requests.html). Firms are encouraged to review that website frequently to learn of any changes that may be made in the RFP.

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

Sincerely,

A handwritten signature in blue ink that reads "Elizabeth H. Moss". The signature is written in a cursive style and is positioned above a horizontal line.

Elizabeth H. Moss  
Director of Procurement

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Please note that the Human Resources Drawings and Technical Specifications are not attached, but are packaged in separate documents. The requirements contained in these documents are incorporated into this RFP by this reference.

## **SCOPE OF SERVICES**

### **1.1 INTRODUCTION**

Howard Community College is requesting proposals from general contractors for the renovation of the College's Human Resources department as provided in the Drawings and Specifications documents. This project involves an occupied, phased interior renovation of 2,016 square feet of existing space located in the first level of the Nursing Building. The remainder of the building will remain occupied and in operation. Additionally, some of the area to be renovated overlaps with space that needs to remain functional as office space. A campus map and building map are available on the College website. Careful coordination and scheduling with the College's Plant Operations department will be required to minimize interruption of building services. The design for the renovation has been completed by the architecture firm, Symmetry First Architects, LLC, and the documents are incorporated into this RFP.

The General Contractor must be able to acquire, manage, and maintain a competent and complimentary team of subcontractors that will include electrical, mechanical, drywall, ceiling and other trade specialties necessary to accomplish this project.

### **1.2 SCOPE OF SERVICES**

The Contractor shall renovate the Human Resources department as detailed in the design documents and specifications. The project shall include a complete turn key facility. The project documents are intended to convey minimum standards only, where codes or standards of practice dictate higher standards, the higher standards shall be followed. The Contractor team is responsible for obtaining all necessary permits.

It is anticipated that award will be made by the Board of Trustees at the meeting on April 25, 2012. Contractors may access the space on May 29, 2012. The renovation must be completed and full occupancy restored by August 1, 2012. Liquidated damages will be assessed for failure to complete the project by this date.

### **1.3 JOB SPECIFIC ACCESS AND AMENITIES**

Lay down space shall be entirely within the construction space. Trash removal shall be the Contractor's responsibility. Locations for dumpsters are limited and will need to be coordinated with Plant Operations. Additionally, the Contractor should make provisions for portable toilets.

The Contractor is required to arrange off-site parking. In only limited circumstances will the Plant Operations department provide on-site parking and all personnel are expected to park in the spaces provided.

## **SUBMITTAL FORMAT**

### **2.1 INTRODUCTION**

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

### **2.2 ORGANIZATION OF PROPOSAL**

Proposals must be organized in the following format:

#### Technical Proposal

Title page

Firm's qualifications and relevant experience

    Key Supervisory Personnel

    Construction Subcontractors

    Profile of Proposer

    Experience & References

Work Plan

Affidavit of Accuracy Form

Contractor Information Form

Acknowledgement of Addenda Form

Minority Participation Form

Conflict of Interest Statement

Ethics Statement

Bid/Proposal affidavit

Financial Statements

Licenses

#### Price Proposal

Price bid sheet

Bid Bond

### **2.3 TITLE PAGE**

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

### **2.4 FIRM'S QUALIFICATIONS AND RELEVANT EXPERIENCE**

All services furnished under this contract shall be from construction firms, and should be currently licensed, bonded and insured in the area where the work is to be performed. Failure to provide such proof may result in the firm being determined to be non-responsive and not eligible for award.

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- a. **Key Supervisory Personnel:** Within this category, the named positions are defined below. These key people **MUST** be direct employees of the proposing firm.

Project Executive: Senior level position (such as Vice President) who will oversee the project from an executive level and to whom the Project Manager directly reports.

Project Manager: Person who will be involved on a continual basis from commencement of the contract until construction completion. This person will be responsible for the overall management of construction team and the completion of the project.

Field Superintendent: Person who must be on site 100% once construction commences and will be responsible for the direct supervision of the trade contractors, daily coordination of the work on site to maintain the schedule, on site management such as material deliveries, outages, etc.

1. Identify and provide detailed resumes for all key supervisory personnel who will work on the project. Information for each person shall include their educational background and work experience with the proposing firm, as well as any positions with prior employers. Provide a description of the role they will play in the project and the percentage of their time that will be committed to the project. Include specific project experience relating to the renovation of space in a higher education environment and the role this person played and duration of involvement in each selected project with higher consideration to be given if the role is the same as to be assigned on the College project. A minimum of four (4) projects, and a maximum of seven (7) projects, are to be listed for each person. A brief description of the project should be given (if not provided elsewhere in the technical proposal) inclusive of the type of work performed (i.e., renovation, new construction, addition, etc.), dollar volume of project, contract method (CM, GC, DB, etc.) schedule of the job, and names of A/E and Prime Contractor. List the original budget and final budget cost for each project listed
2. Describe the proposed organization for the project and convey the previous working relationships between and among the proposed team members. Provide an explanation as to the basis of selection for the Key Personnel chosen for the team. Higher consideration will be given if the Project Manager or Field Superintendent have experience with renovation projects in a higher education setting, and if the Project Executive, Project Manager, or Field Superintendent have previously worked together successfully on other projects.
3. Proposers are to identify all other key personnel including a Project Engineer; the College stresses the term "key" as it is not interested in a listing of all other possible personnel to be involved in this project but rather only those who will be playing a key role.
4. The Project Organizational Chart for the team assigned must show clear lines of authority.

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**Note - Personnel Commitment:** By submitting the names for consideration under this Key Personnel Section, the Proposer is committing these people to the College for this project's duration if awarded the project. No personnel changes will be permitted without written authorization from the College via a contract amendment issued by the Director of Procurement in the Finance Office of the College. The College has the absolute and unqualified right to deny substitutions. Substituted personnel must have qualifications equal to or better than the person being replaced.

- b. **Construction Subcontractors:** Provide a list of all major construction subcontractors and material suppliers which will be used for the work. Include the name of the firm for each subcontractor/supplier and the craft or trade performed or material supplied.

As a minimum, information regarding the subcontractors for the following trades shall be required. Offeror may list a maximum of 3 vendors for each trade. These firms should provide a representative idea of the firm that will be the subcontractor. As the College is aware that Offerors may want to finalize the Technical Proposal before the subcontractors are finalized, the College will allow a Contractor to submit an alternate subcontractor with the price bid package than the one named in the proposal. However, the College expressly reserves the right to reject any subcontractor that is not acceptable to the College and the College shall not be responsible for any costs associated with such rejection. For the major disciplines, only those identified in the Technical Offer or with the Price Proposal and approved by the College may be used during construction. No substitutions will be allowed after award of the contract.

1. Mechanical;
2. Electrical;
3. Drywall; and
4. Ceiling.

- c. **Profile of Proposer:**

1. Provide a brief but informative history (i.e., date established, type of work initially done, type of clients, how company has grown; etc.) of your firm inclusive of the year in which your firm commenced providing construction services. Provide information related to the size of your firm inclusive of the number of employees and the breakdown among supervisory and non-supervisory. If your firm is a local office of a parent company, please also provide an employee breakdown specific to the local office.
2. Provide information on current projects on which your firm is committed, the dollar volume of each and the time frame for each. In addition, please describe your firm's ability to accomplish the proposed services on this project within specified time frames in the space

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provided on this form. (This information is to be about the responsible branch office only, not the parent organization, unless the parent organization is the Proposer.)

**d. Experience & References**

The firm must have been in business for at least 5 years and all first tier subcontractors submitted must have been in business for at least 5 years. Additionally, firms must demonstrate that they are actively engaged in providing construction renovation services which were successfully completed on time and within client design and construction budgets and are projects that the Offeror has completed in the last five years. Use one copy of Details of Relevant Experience Form for each project. Include additional narrative and descriptive photographs and drawings which describe completed and current projects.

1. Submit a listing of completed (including month and year of completion) projects (minimum of three (3) and a maximum of five (5)) with a construction value within the range of \$250,000 to 1,000,000. Larger projects may be submitted, but will receive reduced credit. Construction of such project examples is preferred to have been completed within the previous three (3) years, but must have been completed within the last five (5) years. Provide the name of the Owner and the name of the Architect for each project, including a phone and fax number for each contact person. The submittal shall include photographs of the listed projects for use by the evaluation team in understanding the scope of the project as well as the quality of the construction. At least one (1) of the project examples must have been completed at a higher education institution, preferably a community college.
2. The project examples submitted should reflect similar construction technologies, technical character, services provided and final construction cost.
3. Provide Final Project Cost status versus Project Budget and actual delivery time versus estimated construction time.
4. Consideration will only be given to projects where at least one of the Offeror's key personnel was a key personnel for the project submitted.

Personnel of the College may contact references listed in the Technical Proposal, as well as other sources referred to them in the course of the evaluation. References will be questioned about such items as the Offeror's overall performance, organization, cooperation, timeliness, and quality of design and construction, and the owner's satisfaction with results. The Offeror shall insure that contact information is current.

**2.5 WORK PLAN**

Proposers shall include a Work Plan which shall clearly demonstrate how the team will track construction progress, how they will identify and eliminate emerging problem areas, and provide an effective strategy for integrating and managing subcontractors into the project schedule and tracking their progress. The

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Work Plan shall demonstrate that a quality control system will be implemented to provide effective measures to ensure that the construction work performed meets the requirements of the program documents and is executed to the highest professional standards. The Work Plan shall include a statement confirming that the Offeror is obligated to satisfy all requirements of this Request for Proposals and any subsequent addenda, contract documents and authorized changes. Finally, the Work Plan shall provide a bar chart schedule which clearly demonstrates the implementation of all aspects of the Work Plan and meets the project required completion of August 1, 2012; calendar schedules will not be accepted.

## **2.6 AFFIDAVIT OF ACCURACY FORM**

The Affidavit of Accuracy Form is to be completed by the Offeror and the original included in the original Technical Proposal.

## **2.7 CONTRACTOR INFORMATION FORM**

The signed original must be included with the original Technical Proposal.

## **2.8 ACKNOWLEDGMENT OF ADDENDA FORM**

Offerors must acknowledge receipt of all addenda issued for this RFP. Failure to do so may result in an Offeror's proposal being rejected. Use the form provided.

## **2.9 MINORITY PARTICIPATION FORM**

The signed original must be included with the original Technical Proposal. This project will have a Minority Business Enterprises participation goal of 25%.

## **2.10 CONFLICT OF INTEREST STATEMENT, ETHICS STATEMENT, BID/ PROPOSAL AFFIDAVIT**

The Conflict of Interest Statement, Ethics Statement and Bid /Proposal Affidavit are to be completed by the Offeror and the originals included in the original Technical Proposal.

## **2.11 FINANCIAL STATEMENTS**

Offerors shall submit graphic, narrative, and documentary material to clearly demonstrate qualifications, financial responsibility, and performance capability of the Contractor's Construction Team. This shall include evidence from bonding company indicating total bonding capacity and current available bonding capacity. **Do not include any information which would reveal the Offeror's actual Bid Price of the project.** Additionally, compiled Financial Statements shall be provided for 2008, 2009, and 2010. Generally, audited financial statements are acceptable. The financial statement may be inserted in a separate envelope clearly labeled "FINANCIAL STATEMENT – CONFIDENTIAL" and include the Offeror's name, if the Offeror prefers to submit in this manner. All statements provided in this section must be current.

## **2.12 LICENSES**

The firm and its employees and subcontractors, if any, must have all necessary current business and professional licenses issued by the State of Maryland for construction or relevant trade specialty. Proper

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documentation shall be attached to the proposal. Provide a copy of the firm's Maryland Contractor's License.

**PRICE PROPOSAL PACKAGE**

**2.13 PRICE BID FORM**

The Price Bid shall be submitted as a paper Price Bid in a separately packaged envelope. Electronic bids will not be accepted for this solicitation. Price Bids shall only be submitted on the Price Bid Form provided. Failure to submit the Price Bid on the College's Price Bid Form may be cause for rejection of the Offer.

**2.14 BID BOND**

A fully executed Bid Bond for no less than 10% of the base bid shall be submitted with the Price Bid.

**2.15 PRICE BID OPENING**

The proposal evaluation involves a cumulative multi-step process. Only those Offerors who reach the minimum required score will have their Price Bids opened. Those Offerors who fail to obtain the required score will be notified in writing and their price bid will not be unopened. Unopened Price Bids will be retained by the Procurement Office and will not be returned to Offerors.

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## **GENERAL INFORMATION**

### **3.1 REQUEST FOR PROPOSAL DUE DATE**

All responses to this Request for Proposal are due in the Howard Community College, Office of Finance, RCF 201, 10901 Little Patuxent Parkway, Columbia, Maryland 21044 by **2:00 pm on March 16, 2012**, at which time and place only the names of the firms submitting proposals will be recorded. The recording is not a public opening. All proposal packages must be sealed and clearly identified and marked as pertaining to this solicitation. No facsimile or email transmissions will be accepted. Please note that parking is limited on campus. It is the responsibility of the offeror to plan the delivery of the proposal packages accordingly. No responses will be accepted after this date and time. In the event that the College is closed on the RFP opening due date as a result of an emergency or inclement weather, the RFP will be opened at the stated time on the next open business day, unless the Offeror is notified otherwise. Additionally, if the College opens after 12:00 pm due to inclement weather, the RFP will be opened at the stated time on the next open business day unless the Offeror is notified otherwise.

### **3.2 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held for this solicitation on February 29, 2012 at 1:00 p.m. in RCF 401. Attendance is not required, but is strongly recommended. A site visit will occur after the pre-proposal conference. It is each offeror's responsibility to become familiar with all information necessary to prepare a proposal. Failure to do so will not relieve the successful offeror of the obligation to carry out the provisions of the contract.

### **3.3 ADDITIONAL SITE VISITS**

This project involves the renovation of the Human Resources department, and thus, contains a great amount of confidential information. Contractor and subcontractors will not be provided access to the space except during scheduled site visits. The College has scheduled the following additional times for site visits: **March 5, 2012; March 7, 2012; and March 12, 2012**. All site visits will be between the hours of 8:30 am - 9:30 am. Site visits will not be scheduled for any other dates or times. Contractors and subcontractors will not be provided access at any other time and should note that attempts to gain access to the space at other times may result in disqualification.

### **3.4 CONTACT INFORMATION**

The sole point of contact for Howard Community College for purposes of this RFP is: Elizabeth H. Moss, Director of Procurement via email at: [emoss@howardcc.edu](mailto:emoss@howardcc.edu). Firms must carefully examine the RFP and related documents. Should any firm find discrepancies or omissions in this RFP or be in doubt as to the content or meaning of any aspect of this document, the firm should direct inquiries or requests for clarification of the documents, specifications or the process as a whole in writing to this contact person. All questions must be received no later than 10:00 a.m. on March 13, 2012. Firms are advised that the College reserves the right to use its best judgment in choosing to respond or not respond to any questions received after the above cut off date for questions.

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Clarifications of the RFP, in form of addenda, shall be issued in writing by the College as it deems appropriate and necessary to do so through the Howard Community College procurement webpage. The College reserves the right to waive any and all proposal technicalities, formalities or informalities at any time prior to or after the date of receipt of Proposals as it deems appropriate and in the College's best interest. The submission of a proposal will indicate that the firm thoroughly understands the terms of the RFP.

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

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

### **3.5 SUBMISSION OF PROPOSALS**

The selection procedure for this procurement requires an independent evaluation of the technical proposal and College submittal documents. This separation allows for evaluation of technical proposals on their technical merit only. Consequently, each firm shall submit its proposal in two (2) separately sealed volumes. The technical proposal and price proposal are due at the same time.

Offerors must submit one (1) original and five (5) copies of the proposal. Failure to provide the correct number of copies may result in rejection of the offer. Proposals must include all required information. The "original" copy should be clearly marked. Additionally, one (1) electronic copy shall be provided on a USB Flash Drive or compact disc. Electronic copies will NOT be accepted over e-mail. Copies of the proposal response, both written and electronic, will not be returned to the Offeror. Failure to provide the correct number of copies may result in rejection of the offer. Proposals must include all required information. All proposal packages submitted in response to this RFP must be signed, sealed and labeled. Offerors must copy the package sample label below and paste on the outside of the package:

**RFP ENVELOPE LABEL – *TECHNICAL/QUALIFICATION PROPOSAL***

**Bid No.: 12P-015**

**RFP Due Date: March 16, 2012**

**RFP Due Time: 2:00 pm**

**Offeror's Name:** \_\_\_\_\_

**Offeror's Address:** \_\_\_\_\_

\_\_\_\_\_  
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Offerors must also submit one (1) original and one (1) copy of the Price Bid. The “original” copy should be clearly marked. Price Bids must include all required information and be signed, sealed and labeled. Offerors must copy the package sample label below and paste on the outside of the Price Bid package:

<p><b>RFP ENVELOPE LABEL – <i>PRICE BID</i></b></p> <p><b>Bid No.: 12P-015</b> <b>RFP Due Date: March 16, 2012</b> <b>RFP Due Time: 2:00 pm</b> <b>Offeror’s Name:</b> _____ <b>Offeror’s Address:</b> _____</p> <p>_____</p> <p><b>Project Title: RFP for Human Resources Renovation</b></p>
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The Price Bid shall be submitted as a paper Price Bid. Oral, faxed or emailed proposals or bids are invalid and will not be given consideration. Technical Proposals and Price Bids will not be accepted electronically through eMaryland Marketplace.

It is mandatory that the RFP package labels, as shown above, are used or this exact information is provided on the outside of the sealed proposal packages. Failure to do so may cause the proposal to be rejected.

All costs incurred by responding firms associated with the preparation, submission, presentation or proposals and attendance at meetings, including but not limited to, costs related to transportation, meals, lodging, bonding and other related expenses, if applicable, will be the sole responsibility of the respondent and will not under any circumstances be reimbursed by the College.

**3.6 EVALUATION OF PROPOSALS**

Proposals must meet the requirements as stated in this document. Proposals that fail to meet one or more of the criteria may be ineligible for award. The College may make any investigations deemed necessary to determine the ability of the firm to provide the work as specified herein.

The solicitation involves a cumulative scoring process through a number of different phases by an evaluation committee. The first phase involves the review of the technical proposal, the next phase is the evaluation of oral presentations, and finally the opening of the price proposal. If a firm does not meet the minimum required score, the price proposal will not be opened and will remain sealed in the Finance

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Office. Price proposals will not be returned to firms. All firms will be notified in writing if they do not meet the requirements for a particular phase.

It is expected that oral presentations will be held on Wednesday, March 28, 2012. All key personnel on the construction team shall be required to attend the presentation, especially the project manager and field superintendent. At the time the oral presentations are scheduled, the College will confirm with each Proposer the specifics of these sessions. If a firm does not meet the minimum

In addition to the criteria specified under Section 2, firms shall be evaluated on the following criteria:

1. Responsiveness to the scope of work;
2. Past performance of the firm including timely completion of projects, compliance with scope of work performed within budgetary limitations, and user satisfaction;
3. Specialized experience and technical competence in performing similar services in the past five (5) years, including qualifications of staff members who will be involved;
4. Oral presentations, if required;
5. Composition of the principles and staff assigned to the performance of these services, particularly the proposed project manager and field superintendent, and their qualifications and experience with relevant services such as that being proposed;
6. Adequacy of the personnel of the firm to accomplish the proposed scope of work in the required time;
7. Firm's capacity to perform the work giving consideration to current workloads;
8. Firm's familiarity with problems applicable to this type of service;
9. References from previous clients, including size and scope of services, name and telephone number of contact person; and
10. Price proposal.

Each phase of the process shall be weighted as follows:

- Technical Proposal – 40%
- Oral Presentation – 20%
- Price Proposal – 40%

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The College reserves the right to negotiate or modify any element of the request for proposal evaluation process to secure the best possible arrangement for achieving the stated purpose.

### **3.7 EVIDENCE OF RESPONSIBILITY**

Prior to the award of a contract pursuant to this RFP, the Procurement Officer may require Contractor to submit such additional information bearing upon Contractor's ability to perform the contract as the Procurement Officer deems appropriate. The Procurement Officer may also consider any information otherwise available concerning the financial, technical, and other qualifications or abilities of the Contractor.

### **3.8 AWARD**

The contract will be awarded to the firm complying with all of the provisions and stated criteria of this RFP, subject to the availability of funding and provided that it is the best interest of Howard Community College to award the contract. The Offeror's response, the specifications, terms and exhibits of this RFP, and any other applicable documentation relating to this proposal will be incorporated into the contract.

Award may be in whole or in part, whichever is in the best interest of the College. The Board of Trustees reserves the right to waive any informalities in the selection and award process relating to this proposal.

In the College's sole discretion, the College may defer award of the contract for a period of up to one hundred and twenty (120) calendar days after opening of bids. If no award or other disposition is made, the expiration of the one hundred and twenty (120) calendar days will constitute rejection of all offers without further action by the College.

### **3.9 PRICING**

The pricing offered on the Price Proposal must include all charges and costs (including shipping) incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to the Offeror's omission. In addition, all Offerors must hold their proposed prices for 120 days after the price submittal date, but prior to contract award date.

### **3.10 REJECTION**

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

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

### **3.11 PROCUREMENT REGULATIONS**

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

### **3.12 MISSION, VISION, AND VALUES**

Howard Community College believes that a key characteristic of performance excellence is a strong foundation and understanding of an organization's mission, vision and value statements. The College's statements are as follows:

Mission: providing pathways to success

Vision: a place to discover greatness in yourself and others

Values: innovation, nurturing, sustainability, partnerships, integrity, respect, excellence, service

The College expects all Contractors to support the College's mission, vision and values by fostering these concepts in their work on campus.

### **3.13 CONTRACT**

It is anticipated that the successful Offeror shall enter into a standard *AIA Document 101 – 2007 Standard Form of Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum* as modified or supplemented by the College's required supplemental conditions and the terms of this RFP. If there is any conflict between the terms and conditions of the AIA contract and this RFP document, the terms and conditions of this RFP shall take precedence. The Offeror should obtain copies of the document cited above. The Contractor executing the contract with the College shall be liable and responsible for all aspects of construction.

All applicable Federal laws, State laws, County, local, and municipal ordinances, by-laws, and the orders, rules and regulations of all authorities having jurisdiction over this Work shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written out in full.

### **3.14 INSURANCE REQUIREMENTS**

The Contractor shall maintain in force at all times during the term of the contract, such insurance that will indemnify and hold harmless the College from Worker's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the contractor's operations under the contract, or by anyone directly or indirectly employed by the contractor. The contractor's insurance will be with an insurance carried licensed to do business in the State of Maryland acceptable to the College, with the following minimum insurance coverage:

As specified in Supplemental Terms and Conditions for Construction Projects.

At the time this contract is made, the Contractor shall provide the College with evidence of payment in full of the above insurance coverage throughout the entire term of this contract. Any request for

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extension of time for this contract shall also include evidence of payment in full of the above insurance coverage through the entire term of the extension of term for this contract.

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

In the event that the Contractor's insurance is terminated, the Contractor shall immediately obtain other coverage and provide proof of the insurance to the College; any lack of insurance shall be grounds for immediate termination of the contract.

### **3.15 SUSTAINABILITY**

Howard Community College is committed to the use and purchase of environmentally and socially responsible materials and products whenever it is feasible. The Contractor shall state in the offer whether the procurement will or may include recycled materials, and the types, amounts, and application of recycled materials that the bidder or offeror intends to include in the procurement. The College shall give a percentage price preference not exceeding 5% for the purchase of environmentally preferable products. The percentage price preference will not apply if doing so will cause a denial of Federal or State funding or is inconsistent with Federal or State law.

### **3.16 COOPERATIVE PURCHASE**

The College reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this Request for Proposals to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The College assumes no authority, liability or obligation, on behalf of any other public entity that may use any contract resulting from this RFP. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the proposal response.

### **3.17 SUBCONTRACTORS**

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

### **3.18 MINORITY PARTICIPATION**

It is the policy of Howard Community College to strongly encourage minority business enterprises (MBE) to provide goods and services for the performance of College functions. Within the evaluation, however, Offerors can achieve higher consideration if they exceed 25% minimum. Minority businesses include non-profit entities organized to promote the interests of handicapped persons, and firms that are 51% owned and controlled by a member of socially or economically disadvantaged minority groups, which include: African-Americans, Hispanics, American Indians, Alaska natives, Asians, Pacific

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Islanders, women, and the mentally or physically disabled. MBE participation can be achieved via MBE prime, MBE joint venture party, MBE consultants, and/or MBE suppliers and/or trade contractors.

In addition, the College strongly encourages the Offeror to exceed a MBE participation level of 25%. The Offeror is encouraged to demonstrate an effort to achieve a minimum of 25% of the subcontractors or vendors anticipated to be retained by the Offeror for the College's project are minority firms. Offerors are to note in the submission under this category as to what MBE participation level they will commit and how this commitment will be achieved giving that all trade packages are completely bid. By submitting a MBE participation level under this category, the Offeror is committing to the College to achieve MBE participation if the firm is awarded the contract.

**3.19 SMOKE AND TOBACCO-FREE**

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

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## PRICE BID FORM

To: Howard Community College  
Re: 12P-015 – Human Resources Renovation

From: \_\_\_\_\_  
(Company's Name)

The undersigned ("Contractor") hereby submits the Price Bid for providing construction services to Howard Community College for the construction of the Human Resources renovation. Submitted with the bid is a fully executed Bid Bond in the amount of 10% of the total bid (including unit prices and allowances) when the bid is in excess of \$100,000.

It is understood that the College will be the sole judge as to the acceptance of the bids and award of the contract. All work shall be completed in accordance with the accompanying Specifications for the amount listed below as applicable in accordance with the terms of the RFP Documents.

By submitting this bid, Contractor agrees to be bound by the College's General Terms and Conditions, Supplemental Terms and Conditions for Construction, and comply with all insurance mandates.

Having carefully examined the "Request for Proposals" dated February 22, 2012 for the above referenced project, the associated documents, and the terms and conditions, and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to furnish construction services called for by the said documents, for the stipulated lump sum of:

*(State amounts in both words and numbers)*

**TOTAL CONSTRUCTION FEE – Lump sum**

\_\_\_\_\_ (\$ \_\_\_\_\_)  
(Written) (Dollars/Cents)

Note to bidder: Submitted price must be inclusive of all costs associated with the requirements listed herein.

*By signing below, your firm agrees to provide said services as specified and that those services shall be provided or performed in accordance with the RFP specifications, stipulations and terms and conditions specified and that your firm has read and agrees to the College terms, conditions, stipulations, and specifications and any College approved or authorized exceptions, and that your firm will adhere to said terms and conditions in any contract resulting.*

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*It is understood that the proposed price will be firm for a period of one hundred (120) calendar days from the deadline for receipt of bids and that if the undersigned be notified of acceptance of this price within this time period, the firm shall execute a contract for the above stated compensation and shall complete the work by August 1, 2012 and agrees that if the work is not completed within the time period specified, the contractor will be liable for liquidated damages in the amount of \$1,000 per calendar day. Failure to properly and completely fill in all blanks may be a cause for rejection of this Price Bid.*

---

Company Name

Printed Name

---

Title

Authorized signature and date

---

Construction Firm License Number

Date Issued

State of Issuance

---

Address

Phone number

**DETAILS OF RELEVANT EXPERIENCE FORM**

The Offeror shall provide this form for project examples. The relevant experience shall have been completed within the last five years and may not include work done at the College. Provide a brief description of the scope of work. Please make sure references and contact persons are current. Use separate sheets if necessary and include with submission.

Name of Project: \_\_\_\_\_  
Owner's Name: \_\_\_\_\_  
Owner's Address: \_\_\_\_\_  
Contact person: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Email address: \_\_\_\_\_  
Project manager: \_\_\_\_\_ Architect: \_\_\_\_\_  
Architect address: \_\_\_\_\_  
Contact person for Architect: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
Email address: \_\_\_\_\_

Contract dates: Started: \_\_\_\_\_ Contractual Completion: \_\_\_\_\_  
Actual Completion: \_\_\_\_\_  
Reasons for Delay (if any): \_\_\_\_\_  
\_\_\_\_\_

Contract Cost :  
Original Contract Value: \$ \_\_\_\_\_  
Final Contract Value: \$ \_\_\_\_\_  
Reasons for increase to original contract value (if any): \_\_\_\_\_  
\_\_\_\_\_

Description of Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of construction services provided:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please note: Contacts listed must be able to confirm the Offeror's ability to provide the services requested in this RFP document.

Submitted by: \_\_\_\_\_  
Offeror's name

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**AFFIDAVIT OF ACCURACY FORM**

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

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Representative/Title  
(Signature)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Representative/Title  
(Print/Type)

\_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Date

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**CONTRACTOR INFORMATION FORM**

I/We offer the terms, delivery and pricing for the requested products/services, and certify that I am a bona fide agent, authorized to make offers on behalf of the firm.

\_\_\_\_\_  
(Printed name of Offeror)

Minority Contractor: \_\_\_\_ (yes) \_\_\_\_ (no)  
If yes, please specify minority classification \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please provide the following information:

Company Name: \_\_\_\_\_ Years in Business: \_\_\_\_\_  
Federal Tax Id: \_\_\_\_\_  
Street Address: \_\_\_\_\_ City: \_\_\_\_\_  
State, Zip \_\_\_\_\_  
Office phone number: \_\_\_\_\_ Fax number: \_\_\_\_\_  
Cell phone number: \_\_\_\_\_ Email address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
Company name Name  
\_\_\_\_\_  
Title Authorized signature and date

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**ACKNOWLEDGEMENT OF ADDENDA**

We, \_\_\_\_\_ acknowledge receipt of the following  
addenda:

No. \_\_\_\_\_, Dated \_\_\_\_\_

No. \_\_\_\_\_, Dated \_\_\_\_\_

No. \_\_\_\_\_, Dated \_\_\_\_\_

No. \_\_\_\_\_, Dated \_\_\_\_\_

---

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

---

Company name

Name

---

Date

Authorized signature

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**MINORITY PARTICIPATION FORM**

**BIDDERS SHALL COMPLETE THE FOLLOWING:**

I HEREBY REPRESENT THAT OUR/MY FIRM IS \_\_\_\_\_  
IS NOT \_\_\_\_\_

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

African-American \_\_\_\_\_ Hispanic \_\_\_\_\_ Asian/Pacific Islander \_\_\_\_\_  
American Indian/Alaska native \_\_\_\_\_ Disabled \_\_\_\_\_ Female \_\_\_\_\_

I HEREBY REPRESENT THAT OUR/MY FIRM IS \_\_\_ IS NOT \_\_\_ COMMITTED TO  
DEMONSTRATING AN EFFORT TO ACHIEVE A MINIMUM MBE PARTICIPATION LEVEL OF  
25%.

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

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signed Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

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**CONFLICT OF INTEREST STATEMENT**

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

Company: \_\_\_\_\_

Authorized signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**ETHICS STATEMENT**

In compliance with the Public Ethics Law contained in the Annotated Code of Maryland, State Government Article §15-508, I hereby affirm that no employee of or representative for our company assisted the College in the drafting of specifications, requirements, statements of work, invitation for bids or request for proposals for this procurement, nor did any individual or company who assisted in such drafting assist or represent this company, directly or indirectly, in submitting a bid or proposal for this procurement.

Company: \_\_\_\_\_

Authorized signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**BID/PROPOSAL AFFIDAVIT**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) \_\_\_\_\_ and the duly authorized representative of (business) \_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
  - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
  - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

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(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or  
(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**E. AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**G. SUB-CONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT:

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

**H. AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT:

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

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

**I. FINANCIAL DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000,

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file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

K. DRUG AND ALCOHOL FREE WORKPLACE

I CERTIFY THAT:

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

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic \_\_\_ ) (foreign \_\_\_ ) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent

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filed with the State Department of Assessments and Taxation is: Name: \_\_\_\_\_ Address: \_\_\_\_\_

(If not applicable, so state).

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

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

N. Repealed.

O. ACKNOWLEDGEMENT

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

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

Date: \_\_\_\_\_ By: \_\_\_\_\_ (Authorized Representative and Affiant)

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**NO BID RESPONSE FORM**

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

- \_\_\_\_\_ Too busy at this time
- \_\_\_\_\_ Not engaged in this type of work
- \_\_\_\_\_ Project too large/small
- \_\_\_\_\_ Cannot meet mandatory specifications (Please specify below)
- \_\_\_\_\_ Other (Please specify)

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\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADDRESS  
\_\_\_\_\_

Please return to:  
Finance Office  
RCF 201  
Howard Community College  
10901 Little Patuxent Parkway  
Columbia, Maryland 21044

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**TERMS AND CONDITIONS**

**ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for (90) days or as otherwise specified in the RFP document. At the end of the (90) days, the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

**ADDENDA** The College reserves the right to amend or add to this RFP at any time prior to the RFP due date. If it becomes necessary to change or add to any part of this RFP, the Procurement Officer will furnish an addendum to all prospective Offerors by posting the addendum on the solicitation web page at: [www.howardcc.edu/business\\_services/purchasing/bid\\_requests.html](http://www.howardcc.edu/business_services/purchasing/bid_requests.html). All addenda will be identified as such and will be posted at least 48 hours prior to the proposal due date. It is the sole responsibility of any prospective Offeror to monitor the web page to ensure receipt of all addenda, which shall be indicated on the acknowledgement of addenda form.

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

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

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

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

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

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

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

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

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

**COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986** The Offeror warrants that both the Offeror and/or any subcontractor of the Offeror 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 Offeror 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 Offeror's or any subcontractor of the Offeror's noncompliance with "IRCA." The Offeror 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 Offeror with "IRCA". The Offeror recognizes that it is the Offeror's responsibility to ensure that all certifications and verifications as required by law are obtained and maintained for the applicable time period.

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

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

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

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

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work unless a price for those products or services has been negotiated with the College, and the Contractor has received a signed contract amendment from the Finance Office.

**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 College reserves the right to assess liquidated damages and/or make an open market purchase.

**CONTRACT DOCUMENTS** The general conditions of this RFP, the Contractor's proposal, and the signed AIA Agreement form the contract. The documents shall have the following order of precedence: this RFP, the AIA Agreement, the Contractor's proposal.

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

**CONTRACTORS** This RFP is extended to individuals or firms as primary Contractors, and the Contractor will execute the work specified with bona fide employees. Subcontractors cannot assume the primary award of this contract on behalf of the primary Contractor nor can the awarded Contractor be relieved of its obligation or responsibility to this contract. The College reserves the right to reject any subcontractor.

**DELIVERY AND PACKING** Prices shall be FOB Destination freight prepaid to the delivery designated. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible and concealed damage shall be filed by the Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense. All prices quoted must include delivery. All goods delivered under this contract shall be packed in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging, or for deposits or containers unless specified in the bid. No charge will be allowed for cartage unless by prior written agreement. Complete deliveries must be made by the successful Offeror to the designated location as indicated on the Howard Community College purchase order. A packing slip shall be included in each shipment. All deliveries must be prepaid and must be delivered to each location designated on purchase order at no additional cost. **DELIVERIES MUST BE MADE TO THE SPECIFIED LOCATION. NO COLLECT SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.**

**DELIVERY OF PROPOSALS** Sealed proposals must be received in the Procurement Office by the date and time specified in the RFP in order to be considered. **NO LATE PROPOSALS WILL BE ACCEPTED.** Late proposals will be returned to the Offeror unopened. Proposals submitted by mail must be addressed to the Finance Office, RCF 201, Howard Community College, 10901 Little Patuxent Pkwy, Columbia, Maryland 21044, and clearly marked to indicate the bid number, title and opening date. Hand delivered proposals will be accepted only at the Finance Office, RCF 201, Howard Community College, 10901 Little Patuxent Pkwy, Columbia, Maryland 21044.

**ERRORS IN PROPOSALS** Offerors are assumed to be informed regarding conditions, requirements, and specifications prior to submitting proposals. Failure to do so will be at the Offeror's risk. Proposals already submitted may be withdrawn without penalty prior to proposal opening date. Errors discovered after proposal opening may not be corrected. In the case of an error in price extension, the unit price will govern. The intention of the Offeror must be evident on the face of the proposal.

**FAILURE TO DELIVER** If the Contractor fails to comply with any established delivery requirements, the College reserves the right to make an open market purchase of required items and to assess, as liquidated damages, the difference between the contract price and the actual cost incurred by the College and to invoice charges to the Contractor.

**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.

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

**INDEMNIFICATION** The Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractor's acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Any acts, negligence, willfulness or failure to perform any of the Contractor's obligations under this agreement, on the part of any agent, director, partner, servant or employee of Contractor are deemed to be the Contractor's acts. Contractor agrees to indemnify and hold harmless the College and its trustees, employees, agents and students from any claim, damage, liability, injury, expense, and/or loss, including defense costs and attorney's fees, arising directly or indirectly out of Contractor's performance under this agreement. Accordingly, the College shall notify Contractor promptly in writing of any claim or action brought against the College in connection with this agreement. Upon such notification, Contractor shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in any such claim or action at its own expense. This indemnification provision shall survive the termination and/or completion of this agreement.

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

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

**MARYLAND PUBLIC INFORMATION ACT** Offeror recognizes that the College is subject to the Maryland Public Information Act, Title 10, Subtitle 6 of the State Government Article of the Annotated Code of Maryland. Offeror 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. Offerors are advised that, upon request for this information from a third party, the College will be required to make an independent determination whether the information will be disclosed.

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

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

**NON-COLLUSION** Offeror 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; Offeror 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 or price proposal of the Offeror or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted.

**NON-DISCRIMINATION** The 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.

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

**NON-VISUAL ACCESS** The Offeror warrants that the information technology offered under this solicitation (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 5 percent. For purposes of this condition, the phrase 'equivalent access' means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

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

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

**PERFORMANCE ACCEPTANCE PERIOD** The selected Contractor(s) must agree to an acceptance trial period of performance not to exceed ninety (90) consecutive calendar days. During the 90-day acceptance period, the Contractor's performance must be consistent with the specifications contained herein and the Contractors proposal. Failure to satisfy the "acceptance trial period of performance" may result in cancellation of the contract. In the event that the Contractor fails to meet all requirements, the College shall declare the Contractor's services unacceptable and the Contractor in default, and terminate all agreements, written or verbal, without penalty or obligation to the College. Further, should there be any dispute/discrepancy on acceptability of said service, decisions made by the College will prevail and be final.

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

**PROPOSAL INSTRUMENTS** Proposal instruments include the RFP, addenda, terms and conditions, contract terms, and specifications. Proposals should be prepared simply and economically, and should provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. The Offeror will bear any and all costs incurred in the preparation and submission of proposals.

**POLITICAL 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.

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

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

**RECORD RETENTION** If awarded a contract, Contractor shall maintain books and records relating to the subject matter of this agreement, including but not limited to all charges to the College, for a period of three (3) years from the date of final payment under this agreement.

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**REFERENCES** Offeror must provide at least three references from former or current clients who can confirm the Offeror's experience with projects that are similar in size or scope. All reference information must include the company's name and address and the contact's name and telephone number. The references provided must be able to confirm, without reservation, the Offeror's ability to provide the level of services requested in this solicitation. References from other higher education institutions or government agencies are preferred but not required.

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

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

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

**SAMPLES AND CATALOG CUTS** If samples are required, Offeror shall be responsible for delivery of samples to location indicated. All sample packages shall be marked "Sample for Procurement Office, Bid No. \_\_\_\_" and each sample shall be tagged or marked. Failure of the Offeror to clearly identify samples as indicated may result in rejection of the proposal. The College reserves the right to test any materials, equipment or supplies delivered to determine if the specifications have been met. Samples will not be returned.

**SIGNATURE** Each proposal must show the full business address and telephone number of the Offeror and be signed by the person or persons legally authorized to sign such contracts. All correspondence concerning the RFP and contract, will be mailed or delivered to the address shown on the proposal. **NO BID WILL BE ACCEPTED WITHOUT ORIGINAL SIGNATURE.**

**SPECIFICATIONS AND SCOPE OF WORK** The specifications listed herein may or may not specify all technical requirements which are needed to achieve the end result. When accepting the award, the Contractor assumes the responsibility of accomplishing the task requested in this document. Any omission of parts, products, processes, etc. in the specifications are the responsibility of the Contractor and the College will not bear the responsibility of their omission. If omissions in the specifications are discovered and these omissions will impact the contract price then it is the responsibility of the Offeror to note these omissions, in writing, prior to accepting the award. If these omissions are not noted prior to award then the Contractor's silence is deemed as full and complete acceptance and any additional costs will be borne by the Contractor.

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

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

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

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

**TERMINATION FOR DEFAULT** If an award results from this RFP, 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.

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

**USE OF CONTRACT BY OTHER PUBLIC ENTITIES** While this solicitation is prepared on behalf of Howard Community College, it is intended to apply to other Maryland educational institutions and public agencies in the State of Maryland, including Howard County Government and Howard County Public Schools. Unless the Offeror takes an exception, the resulting awarded items, terms and conditions will be available to other State and local public entities. Should a price adjustment be necessary to include any other public entity, the Offeror

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must so note on the Contractor Information Form. Purchase requests and funding from other agencies will be the responsibility of those agencies.

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

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

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**SUPPLEMENTAL TERMS AND CONDITIONS FOR CONSTRUCTION PROJECTS**

**ACCEPTANCE AND FINAL PAYMENT** Upon receipt of notice from the Contractor that the work is ready for final inspection and acceptance, the College shall promptly make such final inspection. When the College representative finds the work fully acceptable under the Agreement and the Agreement fully performed, the College representative shall sign-off on the final invoice indicating that the work provided for in this Agreement has been completed and is acceptable under the terms and conditions thereof and that the entire balance on the final invoice is authorized for payment. Before issuance of a final invoice, the Contractor shall submit such evidence to the College as the College deems necessary to ensure that all payrolls, material bills and other indebtedness connected with the work have been paid. Final payment shall be made within ten (10) calendar days after the Finance Office receives signature and authorization for final payment from the College representative that this work has been fully completed and the Agreement fully performed. Acceptance by the Contractor of final payment shall be and shall operate as release to the College from all claims and all liability to the Contractor. Neither the acceptance by the College or any representative of the College nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the College, shall operate as a waiver of any portion of the Agreement or of any power reserved to the College or any right to recover damage. The waiver of any breach of the Agreement shall not be held to be waiver of any other subsequent breach.

**BID BOND** Each bid must be accompanied by a bid bond from a surety company acceptable to the College, properly executed in favor of the College for not less than ten percent of the amount of the base bid. Bid bonds will be returned, upon request, to all except the three lowest bidders within three days after bid opening. The bid bonds of the three lowest bidders, with the exception of the awardee, will be returned, upon request, within 48 hours after contract execution.

**CONTRACTOR IDENTIFICATION** Contractor's employees working on College property are required to sign in every day at the security office in the RCF building immediately upon arrival. They will be issued a contractors badge that they are required to wear while on campus.

**GENERAL CONDITIONS** Unless otherwise noted, Contractor shall provide and pay for all labor, materials, equipment, tools, construction machinery, transportation, and services necessary for proper execution and completion of the work as required by contract documents. The proper execution and completion of such work shall include any necessary restoration of disturbed areas affected by the construction under the contract documents. Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned him. HCC reserves the right to request the removal of any construction personnel at any time.

**INSURANCE** The purchase of insurance does not relieve the Contractor of any obligations assumed under this Agreement. Failure to maintain insurance shall be viewed as a material breach of the Agreement. Contractor shall maintain in force at all times during the term of this Agreement, with an insurance carrier licensed to do business in the State of Maryland acceptable to the College. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to property or person used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall, during the continuance of all work under the contract, provide the following commercial insurance coverage:

**Statutory Worker's Compensation and Employer's Liability Insurance** under the State of Maryland statutory requirements, to protect the Contractor from any liability or damages of any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the state of Maryland, or which may be hereinafter enacted.

**Commercial General Liability Insurance** to protect the Contractor, its subcontractors, and the interest of the College and Howard County, Maryland, against any and all injuries to third parties, including bodily injury, personal injury and property damage, resulting from any action or operation under the Agreement or in connection with the contract work. The General Liability Insurance shall provide combined single limits of \$1,000,000 per occurrence, naming the College and Howard County, Maryland as an Additional Insured and it shall be stated on the insurance certificate with the provision that this coverage is primary to all other coverage the College and Howard County, Maryland, may possess. The policy shall contain, but not be limited to, the following coverage endorsements:

Contractual Liability, including Subcontractors;

Personal and Advertising Injury;

Products and Completed Operations - Products and Completed Operations insurance shall be maintained for a minimum period of two years after final payment, and Offeror shall continue to provide evidence of such coverage to owner on an annual basis during the aforementioned period; and

Explosion, Collapse, and Underground Hazards (XCU) - required if such exposure exists due to the nature of the project.

**Automobile Liability Insurance** with limits of liability of at least \$1,000,000 combined single limit per occurrence. Coverage shall include Owned, Non-owned, and Hired Automobile endorsements covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, mobile equipment used by the Contractor in connection with the Agreement work will be insured under either a Standard Automobile Liability Policy or a Comprehensive General Liability Policy including coverage for hired and non-owned vehicles.

**Builder's Risk Insurance**, if applicable, with a limit of coverage equal to the construction cost on a replacement cost basis, and written on an all-risk policy form. Insurance shall be maintained until the entire project is accepted by the College. The Builder's Risk Policy shall include the College, Howard County, Maryland and all subcontractors as an Additional Insured.

IF ANY ARCHITECTURAL, ENGINEERING, DESIGN, INSPECTION OR PLANNING SERVICES ARE RENDERED, INCLUDING APPROVAL OF SUCH ACTIVITIES OF OTHERS, **Professional Liability/Errors and Omissions** coverage is also required with limits of at least \$1,000,000. Contractor shall continue to maintain such insurance, covering incidents

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occurring or claims made, for a period of three (3) years after substantial completion of the project.

The Contractor agrees to provide insurance issued by companies admitted within the State of Maryland with the Best's Key Rating of at least A-. Exceptions must be requested in advance and pre-approved by the College and Howard County, Maryland. The successful Contractor will provide an original, signed certificate of insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the College, before any work is started. The Contractor will secure and maintain all insurance policies of its subcontractors which shall be made available to the College on demand. No change, cancellation, or non-renewals shall be made in any insurance coverage without a thirty (30) day written notice to the Finance Office, Howard Community College. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Finance Office, Howard Community College. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the contract term, the College shall have the absolute right to terminate the Agreement without any further obligation to the Contractor, and the Contractor shall be liable to the College for the entire additional cost of procuring the uncompleted portion of the Agreement at the time of termination. Compliance of the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of the liabilities and obligations under this heading or under any other section of provision of the contract. Contractual and other liability insurance provided under this Agreement shall not contain a supervision, inspection, or engineering services exclusion that would preclude the College and Howard County, Maryland from supervision and/or inspecting the project as to the end result. The Contractor shall assure that all subcontractors performing services in accordance with this document carry identical coverage as shown above, either individually or as an additional insured on the policies of the Contractor. Exceptions may be made only with the approval of the College and Howard County, Maryland. Contractor agrees to indemnify the College and Howard County, Maryland, for any workers' compensation claims asserted by employees of subcontractors who do not carry workers' compensation insurance.

**LIMITS OF WORK / USE OF SITE** Contractor shall confine operations at the site to the area indicated in the contract documents and shall not unreasonably encumber site or off-site work areas with materials or equipment. Coordination and cooperation with the College shall be mandatory. It shall be the sole discretion of the College whether the Contractor's use of the site is interfering with operations, including Contractor's noise. Should the College determine interference, the Contractor shall be required to revise operation.

**LIQUIDATED DAMAGES** Time is of the essence in the performance of this contract. Project must be completed according to project schedule. Liquidated damages will apply.

**MARYLAND UNDERGROUND FACILITIES DAMAGE PREVENTION LAW** Contractor shall coordinate and pay for all work required to comply with this law.

**MATERIAL SAFETY DATA SHEETS (MSDS):** Pursuant to Occupational Safety and Health Act (OSHA) 29CFR1910, where applicable, MSDS for the products supplied or used as a result of this contract must be sent to: Howard Community College, Chuck Nightingale, Executive Director of Capital Projects & Facilities, 10901 Little Patuxent Parkway, Columbia, Maryland 21044. 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 contract manager.

**MINIMUM SAFETY REQUIREMENTS** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall comply, and shall secure compliance by its employees, agents, and lower tier subcontractors, with all applicable health and safety laws and regulations, including without limitation, Federal OSHA and equivalent OSHA state regulations, city and county ordinances and codes, uniform fire codes, DOT regulations, and owners facility rules and regulations. Contractor shall submit to owner, a copy of its Safety and Health Program for review and shall agree to make necessary changes in order to comply with specific facility rules and regulations if needed. Contractor shall effectively execute the program elements and maintain the job site in a safe and healthful matter. Contractor shall provide a safe and healthful environment for its employees and agents as well as the owners' representatives and agents. Contractor shall report to the owners any governmental inspections or inquiries at the job site. The reasons for the inspection and results of the inspection shall be shared with the owners as soon as possible and no later than the next business day. Oral notification is expected as well as a written report detailing the inspection. All injuries, illnesses, and work related incidents should be reported to the owners immediately but no later than the next business day after the incident. Contractor shall fill out an Incident Report and submit to the Owners no later than 48 hours after the initial incident. By the fifth working day of each month, contractor shall prepare a Monthly Safety Summary detailing activities, events, and accident statistics. This report shall be submitted to the owners. The Owners reserve the right to audit Contractor safety and health related records and statistical information at any time.

**NON-DISRUPTION OF CAMPUS** The Contractor understands that Howard Community College is an active college campus and that all work must be performed in a manner to minimize disruption of operations and classes. 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.

**PERFORMANCE, LABOR AND MATERIALS BOND** Performance and Labor & Materials bonds shall be required for contracts over \$7,500 or more. Within 10 days of award notification, the successful bidder shall deliver to the College: a performance Bond in the amount of 100 percent of the contract price covering faithful performance of the contract for building construction, alteration or repair; and a Labor and Materials Payment Bond in the amount of 100 percent of the contract price as security for payment of all persons performing labor and furnishing materials in connection therewith. A letter from the bonding company stating its willingness to provide the bidder with performance and labor & material bonds shall be submitted with bid.

**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 College upon completion of the work.

**PROJECT ORGANIZATION** The Contractor shall appoint a project manager and identify the individual prior to commencing work. The project manager shall be responsible for coordination of all work covered by this period.

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**SUBCONTRACTORS** The Contractor shall list on the Bid Form the name of all subcontractors proposed for the principal portions of the work, mechanical and electrical. Contractors agree that they will be fully responsible to the College and Howard County, Maryland 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 and Howard County, Maryland. 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.

**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.

**TITLE TO EQUIPMENT** In all instances, title to any equipment furnished or intended to be furnished, shall pass to the College on the date of acceptance.

**UTILITIES** The following will be made available to the Contractor by the College (if applicable): Electric and Water. Sanitary facilities shall be provided by the contractor. Construction workers shall not utilize college cafeteria or facilities.

**WORK SCHEDULE** All contractors shall submit a tentative work schedule with their bid proposal. Within five (5) working days or at the College's discretion after contract award notification, the successful bidder shall attend a pre-construction conference. At the pre-construction conference, the successful bidder shall submit a detailed written schedule on "job plan". This job plan should provide all detailing of the work activities and time schedule for each activity prior to commencing work. All requests for outages (if applicable) shall be submitted in writing to the Office of Plant Operations ten (10) days prior to the intended shutdown.